



Mountain Montessori Charter School

Requested Waivers

Pursuant to the Charter Schools Act, Mountain Montessori requests waivers of certain Colorado Revised Statutes listed below. As per CSI application requirements, these waivers are also formally requested using the CSI specific form located in Appendix S. Each statute is identified and the reason for each request given as well as a replacement plan. The waivers will enable the school to better meet its mission, goals, and objectives, and implement its educational program. The MMCS budget has been developed under the assumption that these waivers will be granted. Although a replacement plan is identified with each waiver requested, additional replacement policies and refinement of the replacement plans will be developed.

C.R.S. § 22-9-106 Local Board of Education—Duties—Performance Evaluation System

This provision requires school districts to adopt written evaluation systems for all licensed personnel and outlines the requirements for such evaluation system.

Rationale for Waiver: In order for Mountain Montessori Charter School to function according to its unique needs and design, the Head of School and MMCS Governing Board must develop and adopt its own system of evaluation.

Replacement Plan: MMCS will be responsible for designing and implementing a personnel evaluation system, rather than the Charter School Institute. A description of the personnel evaluation system that will be used at MMCS is in Appendix L2 contains the Colorado Department of Education Teacher Evaluation which MMCS will use until a MMCS-specific rubric is created. Appendix L3 contains the Mountain Montessori Head of School Evaluation Rubric.

Duration of the Waivers: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waiver will have no financial impact upon the Charter School Institute.



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Evaluating Impact: 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 MMCS, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, MMCS will be able to implement its program and evaluate its teachers in accordance with its own evaluation system, which will be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109 (l)(f) Boards of Education—Specific Duties—Personnel

This provision requires the local board of education to employ all personnel and fix their compensation.

Rationale for Waiver: MMCS 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 providing its own training. Therefore, MMCS requests that these statutory duties be waived or delegated from the Charter School Institute Board of Education to the Head of School and MMCS Governing Board. The success of MMCS will depend upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All MMCS staff will be employed on an at-will basis.

Replacement Plan: MMCS will be responsible for personnel matters rather than the District. A teacher contract will be drafted and approved by the MMCS Governing Board.

Duration of the Waivers: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waiver will have no financial impact upon the Charter School Institute. The school must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.



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Expected Outcome: As a result of these waivers, MMCS will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. § 22-32-109 (l) (n) (l) Boards of Education—Specific Duties—Length of Academic Session

This provision grants the local board of education authority to determine the length of time during which the schools of the district must be in session during the following school year.

Rationale for Waiver: The Charter School Institute Board has granted to MMCS Governing Board the authority to determine the length of time during which the school will be in session.

Replacement Plan: MMCS will be responsible for establishing a school calendar that complies with the statutory minimum requirements for planned teacher-pupil instruction and teacher-pupil contact during the school year.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waiver will have no financial impact upon the Charter School Institute. The school must operate within its budget and the costs of the school's calendar have been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: MMCS expects that as a result of this waiver it will be able to implement its curriculum and schedule in a manner that ensures students meet the educational standards of the school.

C.R.S. § 22-32-109 (l) (t) Boards of Education—Specific Duties—Educational Program



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This provision grants the local board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale for Waiver: The Charter School Institute Board has granted to the Governing Board of MMCS the authority to determine the educational program and textbooks to be used in the school.

Replacement Plan: The MMCS educational program and curriculum is detailed in this charter application.

Duration of the Waiver: MMCS requests the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates the requested waiver will have no financial impact upon the Charter School Institute. The school will operate within its budget and the costs of the school's educational program and curriculum have been included in the budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in the Charter School agreement between MMCS and the Charter School Institute.

Expected Outcome: MMCS expects that in being granted this waiver, it will be able to implement its curriculum and ensure that students meet the educational standards of the school.

C.R.S. § 22-32-110 (1) (h) Boards of Education—Specific Powers—Terminating Personnel

This provision makes the local board of education responsible for terminating personnel.

Rationale for Waiver: MMCS 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 terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from the Charter School Institute Board of Education to the Head of School and Board of Directors of MMCS. The success of the school will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with this Charter School Agreement and the mission, vision, goals and objectives of the school. All MMCS staff will be employed on an at-will basis.



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Replacement Plan: MMCS will be responsible for personnel matters rather than the Charter School Institute.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact upon the Charter School Institute. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, MMCS will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.

C.R.S. § 22-32-126 Principals—Employment and Authority

This provision authorizes the local board of education to employ principals.

Rationale: MMCS will be responsible for its own personnel matters, including employing the principal/Head of School, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Head of School employed at MMCS will be employed on an at-will basis. Therefore, MMCS requests that these statutory duties be waived or delegated from the Charter School Institute Board of Education to the Governing Board of MMCS. The success of this school will depend in large part upon its ability to select and employ its own principal/Head of School and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: MMCS will be responsible for these matters rather than the Charter School Institute. The MMCS principal/Head of School and teachers will have flexibility in structuring professional development and school policies to meet their needs.



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Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact upon the Charter School Institute. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, MMCS will select, employ and provide professional development for its principal/Head of School in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-201 Employment –License Required

This provision prohibits the board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Rationale: MMCS will be responsible for its own personnel matters, including selecting the hiring criteria for and employing its own staff. The success of this school will depend in large part upon its ability to select and employ its own staff in accordance with this Charter School Agreement and the mission, vision, goals and objectives of the school.

Replacement Plan: MMCS will hire Highly Qualified staff, as required by federal law, who may or may not possess current Colorado teaching licenses.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact upon the Charter School Institute. The school must operate within its budget and the cost of employing staff has been included in that budget.



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Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, MMCS will select and employ teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

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

This provision prescribes specific elements of the annual term or non-probationary teacher contracts used by districts.

Rationale: MMCS will be responsible for its own personnel matters, including selecting, hiring, and terminating its own staff. The success of this school will depend in large part upon its ability to employ its own staff in accordance with this Charter School Agreement and the mission, vision, goals and objectives of the school.

Replacement Plan: MMCS will use its own form of employment agreement or contract, reflecting “at will” employment practices.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact upon the Charter School Institute. The school must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, MMCS will select and employ teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.



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C.R.S. § 22-63-203 Probationary Teachers—Renewal and Non-renewal of Employment Contract

This provision provides for contract with probationary teachers and allows for non-renewal and renewal of employment contracts.

Rationale: MMCS will be responsible for its own personnel matters, including selecting, hiring, and terminating its own staff. The success of this school will depend in large part upon its ability to employ its own staff in accordance with this Charter School Agreement and the mission, vision, goals and objectives of the school.

Replacement Plan: MMCS will use its own form of employment agreement or contract, reflecting “at will” employment practices, rather than annual term contracts.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact upon the Charter School Institute. The school must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, MMCS will select and employ teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act—Transfer of Teachers

This provision permits transfer of teachers between schools upon recommendation of district’s chief administrative officer.

Rationale: MMCS is granted the authority under the Charter School Agreement to select its own teachers. The Charter School Institute should not have the authority to transfer its teachers into MMCS or transfer teachers from MMCS to district schools, except as provided for in the Charter School Agreement.



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Replacement Plan: MMCS will hire teachers on a best-qualified basis. Teachers who wish to transfer from MMCS may follow district procedures.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact on the Charter School Institute or MMCS.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: MMCS expects that as a result of this waiver it will be able to manage its own personnel affairs. Consistent with the terms of this Charter School Agreement and the Colorado Charter School Law, MMCS will provide the opportunity for teachers to transfer into the district if they so choose.

C.R.S. § 22-63-301 Transfer Employment, Compensation and Dismissal Act—Grounds for Dismissal

This provision outlines the grounds for termination of non-probationary status or mid-term termination of an annual contract.

Rationale: The success of MMCS in accomplishing its mission, vision, goals and objectives is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. All employees of MMCS will be employed on an “at-will” basis.

Replacement Plan: Continued employment at MMCS shall be subject to an annual satisfactory performance evaluation. Teachers who are rated unsuccessful may be terminated by the school.

Duration of the Waivers: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.



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Financial Impact: MMCS anticipates that the requested waivers will have no financial impact on Charter School Institute or MMCS. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, MMCS will be able to provide instruction in accordance with the philosophy and mission, vision, goals and objectives as stated in this Charter Proposal.

C.R.S. § 22-63-302 Transfer Employment, Compensation and Dismissal Act—Procedures for Dismissal

This provision outlines the process for terminating a non-probationary teacher.

Rationale: The success of MMCS in accomplishing its mission, vision, goals and objectives is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. All employees of MMCS will be employed on an “at-will” basis.

Replacement Plan: Continued employment at MMCS shall be subject to an annual satisfactory performance evaluation. Teachers who are rated unsuccessful may be terminated by the school.

Duration of the Waivers: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact on Charter School Institute or MMCS. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.



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Expected Outcome: As a result of these waivers, MMCS will be able to provide instruction in accordance with the philosophy and mission, vision, goals and objectives as stated in this Charter Proposal.

C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act

This provision authorizes a local board of education to adopt a salary schedule and place teachers employed by the district on the schedule.

Rationale: MMCS should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in MMCS may be different from that of the District and compensation will be adjusted accordingly.

Replacement Plan: MMCS will adopt its own salary schedule. The school will set competitive rates for each level of teachers it employs. MMCS' Head of School will determine the placement of teachers on the salary schedule. The district's salary schedule will be used as a guideline for developing the MMCS salary schedule.

Duration of the Waiver: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact on Charter School Institute or MMCS. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, MMCS should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission, vision, goals and objectives as stated in this Charter Proposal.

C.R.S. § 22-63-402 Services –Disbursements

This provision prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.



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Rationale: MMCS should be granted the authority to hire teachers and principals that will support the school's mission, vision, goals and objectives. The school will seek to attract a Head of School 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 MMCS will be employed on an "at-will" basis.

Replacement Plan: MMCS will, where possible, hire certified principals and teachers. However, in some instances it may be advantageous for the school to be able to hire Heads of School and/or teachers without a certificate and who possess unique background and/or skills or fill the need of the school.

Duration of the Waivers: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact on Charter School Institute or MMCS. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, MMCS will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-403 Payment of Salaries

This provision governs payment of salaries upon termination of employment of a teacher.

Rationale: MMCS should be granted the authority to develop its own employment contracts and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum



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for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at MMCS. All employees of MMCS will be employed on an “at- will” basis.

Replacement Plan: MMCS will be responsible for personnel matters rather than the District.

Duration of the Waivers: MMCS requests that the waiver be for the duration of its contract with the Charter School Institute Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2021.

Financial Impact: MMCS anticipates that the requested waivers will have no financial impact on Charter School Institute or MMCS. MMCS must operate within its budget and the cost of employing staff has been included in that budget.

Evaluating Impact: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MMCS, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the MMCS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.