

EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statutes and/or

Rule/Regulations Automatic Waiver List as of 6/2/2017

State Statute Citation	Description
<i>22-32-109(1)(f), C.R.S.</i>	Local board duties concerning selection of staff and pay
<i>22-32-109(1)(t), C.R.S.</i>	Determine educational program and prescribe textbooks
<i>22-32-110(1)(h), C.R.S.</i>	Local board powers-Terminate employment of personnel
<i>22-32-110(1)(i), C.R.S.</i>	Local board duties-Reimburse employees for expenses
<i>22-32-110(1)(j), C.R.S.</i>	Local board powers-Procure life, health, or accident insurance
<i>22-32-110(1)(k), C.R.S.</i>	Local board powers-Policies relating the in-service training and official conduct
<i>22-32-110(1)(ee), C.R.S.</i>	Local board powers-Employ teachers' aides and other non- certificated personnel
<i>22-32-126, C.R.S.</i>	Employment and authority of principals
<i>22-33-104(4), C.R.S.</i>	Compulsory school attendance- Attendance policies and excused absences
<i>22-63-301, C.R.S.</i>	Teacher Employment Act- Grounds for dismissal
<i>22-63-302, C.R.S.</i>	Teacher Employment Act-Procedures for dismissal of teachers
<i>22-63-401, C.R.S.</i>	Teacher Employment Act-Teachers subject to adopted salary schedule
<i>22-63-402, C.R.S.</i>	Teacher Employment Act- Certificate required to pay teachers
<i>22-63-403, C.R.S.</i>	Teacher Employment Act-Describes payment of salaries
<i>22-1-112, C.R.S.</i>	School Year-National Holidays

EXHIBIT A

STATUTORY WAIVERS – Additional Waivers

22-7-1014(2)(a) C.R.S., Use of School Readiness Assessments

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment - License Required - Exception

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract

22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990; receiving money from sale of goods - interest prohibited

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers - compensation

22-32-109.7 C.R.S Board duties – selection of personnel

22-32-109(1)(b), C.R.S Board duties – purchase of goods and service

22-32-109(1)(cc), C.R.S Board duties – dress code for staff

22-32-109(1)(n)(l), C.R.S Board duties – length of school year

22-32-109(1)(n)(II)(A), C.R.S Board duties –hours of instruction

22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar

22-32-110(1)(y), C.R.S Board powers – accept gifts, donations, or grants

22-32-119, C.R.S Kindergarten

22-32-120, C.R.S. Food Service Facility

22-33-106, C.R.S. Grounds for suspension, expulsion, and denial of admission

22-60.5-301, C.R.S Licenses and standards for principals

22-63-103(10), C.R.S Teacher employment – substitutes

Requested State Statute Non-Automatic Waivers

Pursuant to the Charter Schools Act, the St. Vrain Community Montessori School (SVCMS) requests waivers of certain Colorado Revised Statutes listed below. Each statute is identified and the reason for each request given as well as a replacement plan. The waivers will enable the SCVMS to better meet its mission, goals and objectives, and implement its education program.

C.R.S. § 22-2-112(1)(q)(I) Commissioner Duties –Reporting

C.R.S. § 22-9-106 Evaluation of Personnel

This section requires schools to report teacher evaluation ratings as part of the commissioner's report. Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the State Board, and the minimum information required in the district's written evaluation system.

Rationale: St. Vrain Community Montessori Charter School will not be required to report their teacher evaluations ratings as part of the commissioner's report as required by C.R.S. 22-2-112 (l)(q)(I) and C.R.S. 2209-106. In order for the school to function according to its unique needs and design, the Head of School and Board of Directors must develop and adopt its own system of evaluation. Should the Head of School not had a Type D Certificate; this should not preclude him or her from administering the evaluation.

Replacement Plan: St. Vrain Community Montessori School has a Montessori model will not be required to report their teacher evaluation data; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Teachers will be evaluated annually using a Montessori appraisal instrument previously approved by the Head of School and Board of Directors. The quality standards of the formal evaluation will be clear and relevant to the Head of School's and Teacher's role sand responsibilities and it will incorporate and evaluative component that is based on improving student academic growth as measure by assessment data. The administrator conducting the evaluation will be trained in use of the tool and may or may not hold a Type D Certificate. The school will utilize the results of teacher evaluations to inform HR planning and resource allocation for professional development. Teacher evaluations will meet the intent of and comply with SB-10-191 and be held accountable to the Head of School.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: 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 Contract.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, it will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S. § 22-7-1014(2)(a) Readiness Assessments
Requires each district to administer the school readiness assessment to each student.

Rationale: St. Vrain Community Montessori Charter School should be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their readiness to succeed in school" [C.R.S. 22-7-1014 (2)(a)]. Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are administered within the first 60 days of school and repeated, as necessary, throughout the school year.

The data will be collated into a spreadsheet that lists the student, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014(2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.A. plan, or MTSS plan that impacts performance in any category. We will submit this data upon request to our Authorizer for further reporting to CDE.

Assessments used to measure readiness will be valid and administered within the first 60 days of school. The data collected is provided to the Authorizer for school readiness reporting. Data will also be used to develop Individual Readiness Plans for all students.

Replacement Plan: St. Vrain Community Montessori School has a Montessori curriculum aligned to the Common Core State Standards as evidenced in its charter agreement. Its comprehensive curriculum addresses:

Physical well-being and motor development:

- Upon admission to SVCMS, parents are asked to complete a get to know your child survey regarding the child's physical well-being, allergies, medications, and motor development. Parents are invited to share any information regarding delays or difficulties in the child's development, severe illness, or trauma. Remediation plans are created when the child starts kindergarten, including any transferrable IEPs for speech or any other area in need of development. Pertinent data from the student's cumulative file is housed in Alpine Achievement, so it can be accessed by authorized persons who work with the child.
- Students participate daily in physical activities with a teacher that meet or exceed state standards. Students are assessed regularly on gross motor development. Additionally, students participate frequently in other physical activities in the classroom so that classroom teachers can assess gross motor development. Performance and observation assessment data is entered into Electronic Record Keeping, our Montessori-specific, standards-aligned data warehouse.
- Students participate daily in the Montessori Practical Life curriculum that addresses fine motor development through transferring liquid and solid objects with tongs and basters, pouring, tweezing, pin works, eye dropper works, polishing crystal, hammer/nail work, tool work, table and mirror cleaning, stringing beads, flower arranging, tying, lacing, zipping,

buttoning, hooking, and snapping works. Progress is monitored by weekly observation and entered onto teacher checklists and then into Electronic Record Keeping.

- Students participate in art education that meets or exceeds state standards. Art may include drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper mache, and other seasonal items. Data from observations and performance assessments are entered into teacher checklists and summaries are entered into Electronic Record Keeping.
- If assessments reveal that children are in need of assistance with gross or fine motor development, they can receive interventions. The school creates and implements a plan in cooperation with parents to ensure student success.

Social-emotional development (based on State Standards)

- The Montessori curriculum is a whole-child approach to education, and social and emotional development is high priorities. As such, teachers observe children's social and emotional development per criteria articulated Montessori SEL screeners, which are developmentally appropriate and aligned to state standards: social development, critical thinking, problem solving, work habits, and being accountable for work are areas of observation.
- The Montessori approach to education emphasizes and nurtures the child's ability to become self-regulating through the philosophy of freedom with responsibility.
- Children continuously increase and strengthen executive functions that help them pay attention, remember directions, and control their behavior. They are also responsible for choosing which lessons they will work on daily.
- St. Vrain Community Montessori peace, health, and safety lessons explicitly teach children how to follow rules for safety and how to nurture harmonious relationships, including managing emotions, and problem solving. The school also implements Positive Behavior Support best practices that encourage positive peer relationships.
- Children who are observed to have social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to Child Study, evaluated, and are able to receive further evaluation, as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.

Language and comprehension development (based on State Standards)

- Students receive 60-90 minutes of daily instruction using the Montessori curriculum. Montessori offers a comprehensive program for reading, writing, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, grammar, and writing.
- The school administers DIBELS three times a year. Any student who does not meet a benchmark is referred for interventions, to be carried out in the classroom in accordance with the READ Act. If the student is substantially below benchmark, s/he is placed on a READ plan. Diagnostic testing is conducted to identify areas in need of further development or remediation.
- Students on a READ plan and others for whom reading is a struggle are assisted in receiving summer instruction through a Summer Reading Program at the school or within the School District.

- Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing, and are also given the opportunity for extended summer learning through Summer Programs, as needed.
- In the case of reporting on school readiness, standardized assessments such as ACCESS and DIBELS to produce a clear view of the child's needs and strengths.

Cognition and general knowledge (based on State Standards)

- Students receive Montessori math instruction aligned to the Colorado State Standards in the following areas: numbers; decimal system; place value; addition, subtraction, multiplication, division; linear counting; bead stairs, ten boards, teen boards, skip counting by 2, 5, etc., facts and tables; snake game, strip boards; hierarchies, money, time, and geometry.
- Children are observed and monitored daily and data on their progress is entered into Electronic Record Keeping on a weekly basis. Children who need extra instructional time are able to work with the teacher and classroom assistant in a small group or 1:1 basis.
- Science-students learn about various topics, including: Physical Science; states of matter, water, light, air, sound, magnetism, friction, heat, weight, electricity, weather, and rocks: Zoology; living vs. nonliving, vertebrates, invertebrates, external parts of vertebrates; fish, amphibians, reptiles, birds, and mammals, evolution of man, study of the human body, and practicing self care: Botany; trees, shrubs, flowers, plants, leaves: Universe; solar system, stars, asteroids, galaxies: Geology; formation of the Earth. Children are regularly assessed to monitor progress.
- History and Geography are taught through the Montessori, standards aligned curriculum including: the study of time, cultures, historical time lines; Geography works include globes, land forms (lake, gulf, strait, bay, archipelago), North America, South America, Europe, Asia, Africa, and Oceania and their associated cultures and flags.
- Assessment information is gathered from curriculum-based assessments and teacher observations and housed in Electronic Record Keeping.

Any student not making adequate growth in any of the above areas is able to work in small groups or one on one with the classroom teachers and/or assistants. One of the great strengths of the Montessori approach is that small group and individual instruction is the norm, not the exception. Therefore, we are able to identify performance discrepancies very early in the instructional process. Data-driven MTSS plans are created and documentation attached, including formal assessments, informal assessments, and developmental checklists.

Information is housed in both Electronic Record Keeping and Alpine Achievement (internet-based achievement data management system) and can be merged into a spreadsheet for reporting purposes. The system allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the child.

If students do not respond to instruction by demonstrating adequate growth, they can be referred for further assessment as the team works through the MTSS process.

Methods and assessments used are clear, relevant, and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a).

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: 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 Contract.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, it will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S. § 22-32-109.1(2)(a) Conduct and Discipline Code
Management of student conduct.

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own conduct and discipline policies, rules, and regulations.

Replacement Plan: The SVCMS Board adopts policies and the Head of School will prescribe rules and regulations for the code of conduct and discipline of the school with input from faculty and staff.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: SVCMS will maintain a safe environment with high expectations for responsible and compassionate behavior.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to develop and implement a code of conduct policy consistent with the school's philosophy and approach to Montessori education.

C.R.S. § 22-32-109(1)(b) C.R.S Board duties
Purchase of goods and services

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt policies and rules and regulations for the efficient administration of competitive bidding and purchasing of goods and services for the School.

Replacement Plan: SVCMS will develop and adopt policies, rules, and regulations to establish and maintain efficient and effective systems for the purchasing of goods and services for the school.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that the School will establish and maintain an efficient and effective system for the competitive purchase of goods and services.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to establish and maintain purchasing procedures in accordance with the school's policies and regulations.

C.R.S. § 22-32-109.7 Board duties - selection of personnel
Specifies duties of local boards with regard to background checks of employees and contacts with previous employers.

Rationale: SVCMS is responsible for the hiring and management of its employees and will conduct background and reference checks according to the school's personnel policies and procedures.

Replacement Plan: The SVCMS Board will adopt policies, and the Head of School will prescribe rules and regulations for operation of the school.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the Charter Contract.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to select and employ its own teachers and staff in accordance with the terms and conditions of its own

policies and regulations, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter Contract

C.R.S. § 22-32-109(1)(cc) Board duties - dress code for staff
Adopt dress code for staff

Rationale: SVCMS will operate independently from other schools in the District and should be delegated the authority to develop, adopt, and implement its own dress code for staff.

Replacement Plan: The SVCMS Board adopts dress code policies, and the Head of School prescribes rules and regulations for implementation of those policies.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that SVCMS will establish and maintain the dress code policies for its staff.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to establish and maintain dress code policies in accordance with the school's policies and regulations.

C.R.S. § 22-32-109(1)(n)(l) Length of School Year
Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

C.R.S. § 22-32-109(1)(n)(ll) (A) Determine Contact Hours and
C.R.S. § 22-32-109(1)(n)(ll) (B) Adoption of District Calendar Establishing a school calendar for 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 length of school day of SVCMS will be officially adopted each year by the Board of SVCMS. The School's proposed annual calendar and daily schedule will meet or exceed the minimum number of contact hours required by state statute.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, SVCMS will be able to operate with a longer

C.R.S. § 22-32-110(1)(y)
Board duties: accept gifts, donations, or grants

school year and under its own schedule, which is vital to the success of its program.

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt policies and rules and regulations for the efficient acceptance of gifts, donations, and grants for the School.

Replacement Plan: SVCMS will establish and maintain effective and efficient systems for accepting gifts, donations, and grants.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or only a positive financial impact upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that the School will establish and maintain an efficient and effective system for accepting gifts, donations, and grants.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to accept gifts, donations, or grants using procedures in accordance with the school's policies and regulations

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: SVCMS will operate its own Kindergarten program in accordance with the Charter Contract. SVCMS should be authorized to develop, adopt, and implement the training, study, discipline, and rules and regulations governing its Kindergarten program, subject to the limitations in the charter and contract.

Replacement Plan: SVCMS will be responsible for maintaining and operating a Kindergarten program that is separate from the programmatic design of the district Kindergarten program. The Head of School will determine the courses of training, study, discipline, and rules and regulations governing such Kindergarten programs that meets or exceeds state requirements. SVCMS will not charge tuition to attend any portion of the program, except as provide pursuant to section 22.32.115 (2)(b)(I), and shall not charge the parent fees for the child to attend the program other than fees that are routinely charged to parents of students enrolled in other grades and are applicable to the Kindergarten education program.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.
CMS requests that the waiver be granted for the duration of its Charter.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers 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 Charter Contract.

Expected Outcome: SVCMS 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. § 22-32-120 Food Service Facility
Gives local boards of education the power to establish, equip, and operate a food-service facility and sets minimum requirements for such a facility.

Rationale: SVCMS will adopt a lunch program policy on an annual basis to determine services provided and vendor decisions.

Replacement Plan: When providing the services through a separate contract, SVCMS may decide all parameters of that service. SVCMS retains the right, as stated in its charter, to not offer meals or beverages.

If a lunch program is offered by SVCMS that is not part of the District program, SVCMS shall provide, at its cost, free and reduced priced meals to needy students in accordance with Board policies and regulations and applicable federal and state laws.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same criteria and assessments that apply to the School.

Expected Outcome: As a result of this waiver, the School will be able to provide lunch services to the benefit of its students

C.R.S. § 22-33-106 Grounds for
Listing of grounds school districts may use for Expulsion , expulsion, or denial of admission.

Rationale: SVCMS should be delegated the authority to implement suspension or dismissal as otherwise called for in its policies, consistent with applicable laws. The school will follow due process, as required by law and the procedure for which is outlined in the Charter Contract. Further, the school may only suspend or dismiss, subject to the approval of the Authorizer. Dismissal from the school does not imply expulsion, since the power to expel resides with the Authorizer.

Replacement Plan: SVCMS will develop policy and implement procedures regarding suspension or dismissal as stated in the Charter Contract.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the effectiveness and fairness of the Code of Conduct and discipline policies at the School.

C.R.S. § 22-60.5-301 Principals Licenses
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 the St. Vrain Community Montessori School could limit the pool of potential candidates for the Head of School position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The SVCMS Board will hire a Head of School who will further the mission, goals and objectives of the School. The Head of School 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 Head of School from a wide variety of backgrounds, including but not limited to, teachers and persons with Montessori school administration or other professional experience. All SVCMS staff will be employed on an at-will basis.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers 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 the Charter Contract.

Expected Outcome: As a result of this waiver, the School will be able to employ 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 and contract. This will benefit its staff and students.

C.R.S. § 22-63-103 (10) Teacher Employment, Compensation, and Dismissal –Definitions – Substitute Teacher
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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 Montessori charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The Head of School shall have the authority to select part-time and substitute teachers that meet the specific needs of a Montessori curriculum.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers 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 the Charter Contract.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or backgrounds particularly suited to the Montessori curriculum.

C.R.S. § 22-63-204 Sale of Goods

Receiving moneys from the sale of goods

Rationale: Because SVCMS 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. SVCMS staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.

Replacement Plan: The SVCMS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or only a positive financial impact upon St Vrain Community Montessori School.

How the Impact of the Waivers 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 Charter Contract.

Expected Outcome: As a result of the waiver, the SVCMS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-63-201
Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Rationale: St. Vrain Community Montessori School must be granted the authority to hire teachers and principals that will support the school's 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 school's chief executive officer.

Replacement Plan: St. Vrain Community Montessori School 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 school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All Core Teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) 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. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

Duration of Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers 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 the Charter Contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

C.R.S. § 22-63-202
Requires a written employment contract with teachers, including a damages provision. Provides for the temporary suspension of employment and cancellation of contract.
C.R.S. § 22-63-203
This section establishes specific requirements for the employment of probationary teachers and their renewal or not, of their contracts
C.R.S. § 22-63-206 Teacher Employment – Transfer & Compensation
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. This includes authority to develop its own employment agreements and terms and conditions of employment. The school has a unique curriculum and will, therefore, need uniquely trained staff. It will develop its own employment requirements, compensation and retention guidelines.

Replacement Plan: SVCMS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. The School will hire best qualified lead teachers who possess Montessori credentials and higher education degrees. Employees of the School are Employees At-Will. Therefore, there is no probationary status. Written Offers of Employment or Offers of Continuation are provided to all employees. Teachers from the District may not be transferred to the School, though nothing precludes them from applying for employment with or being hired by the school. A grievance procedure is provided to all staff upon hire by the school.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth the Charter Contract.

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