



Rationale and Replacement Plan for Waivers from State Statute and Rules:

Basic Information:

School Name: Children's Kiva Montessori Charter School

School Address: 601 N. Mildred, Cortez, CO 81321

Prepared by: Lurleen McCormick

Preparer's Phone Number: 970-564-9377 ext. 3

Preparer's Email Address: headofschool@kivacharter.org

District Contact Names: Justin Schmitt and Danielle Brafford

District Contact Email Address: justin.schmitt@cortez.k12.co.us,
dbrafford@cortez.k12.co.us

The CDE automatically grants the following waivers and requires no evidence of rationale or replacement plans:

Charter School Automatic Waivers as of 6/2/17 (to present)	
STATUTORY CITATION	DESCRIPTION
22-32-109(1)(f)	C.R.S. Local board duties concerning selection of staff and pay
22-32-109(1)(t)	C.R.S. Determine educational program and prescribe textbooks
22-32-110(1)(h)	C.R.S. Local board powers-Terminate employment of personnel
22-32-110(1)(i)	C.R.S. Local board duties-Reimburse employees for expenses
22-32-110(1)(j)	C.R.S. Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k)(l)	C.R.S. Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee)	C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126	C.R.S. Employment and authority of principals

22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S. Teacher Employment Act-Grounds for dismissal
22-63-302, C.R.S. Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S. Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S. Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S. Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S. School Year-National Holidays

Charter School Waiver Request Addendum

Contact Information
Children’s Kiva Montessori Charter School
School Address (mailing): 601 N. Mildred, Cortez, CO 81321
Charter School Waiver Contact Name: Lurleen McCormick
Charter School Waiver Contact’s Phone Number: 970-564-9377 ext. 3
Charter School Waiver Contact’s Email: headofschool@kivacharter.org

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

Statutory Citation and Title:

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

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

Rationale: The school leader of Children’s Kiva Montessori Charter School must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, Kiva should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan: Children’s Kiva Montessori School (CKMS) uses its own evaluation system as agreed to in the Charter School Agreement with the District and therefore should not be required to report their teacher evaluation data. The CKMS evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for KM’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. All evaluators will receive training in their school’s Bullseye evaluation system which uses the [State rubric](#) for evaluating performance. All teachers will be evaluated annually, and the evaluation data will be used to inform professional development and employment decisions for teachers. Core course level participation will continue to be reported pursuant to C.R.S. 22-11-503.5, as this is a non-waivable statute. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon The District or the school.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school’s goals and objectives. This high level of accountability amongst staff and board through our collaborative approach generates high levels of staff satisfaction, which, in turn, leads to consistency in staffing, an increase in staff innovation and collaboration, and, ultimately, increased student achievement.

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

Statutory Citation and Title:

C.R.S. § 22-32-109(1)(n)(I) allows for the charter to create its own school calendar different from the District/Board of Education-Specific Duties School Calendar.

C.R.S. § 22-32-109(1)(n)(II)(B) allows for the charter to not follow the District calendar and create their own, in accordance with state law. Ensures parent notification of the calendar changes

C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – allows for charter schools to have their own school schedule and instructional time that meets state law but might be different from district.

<p>Description: Statute 22-32-109 (n) (I), C.R.S. establishes the requirement for the number of days that a school must provide for student contact and a minimum number of student contact hours (n) (II) (A), reflected on their annual school calendar and protocols for adoption (n) (II) (B).</p> <p>Rationale: Children’s Kiva Montessori Charter School (CKMS) will delineate the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the Montezuma-Cortez RE-1 School District. CKMS will always meet at least the minimum required time and days as outlined in state law.</p>
<p>Replacement Plan: The final calendar is designed by school leadership and approved by the CKMS Board of Directors. The calendar meets or exceeds the requirements in state statute. A copy of the calendar will be distributed to families of CKMS as well as made available on the school’s website. When appropriate, CKMS will develop a calendar that aligns with the calendar of Montezuma-Cortez RE-1 School District.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: CKMS anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the CKMS budget.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be evaluated by the CKMS, staff, and parents with an emphasis on consideration of student achievement as well as auxiliary services and community dynamics.</p>
<p>Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program. Additionally, this waiver will provide the needed flexibility to creatively and thoughtfully consider the unique nature of our diverse populations and cultures as well as significant geographic and related transportation challenges that face our rural community in the construction and adoption of a school calendar.</p>

<p>Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan</p>
<p>Statutory Citation and Title: C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding C.R.S. § 22-32-110(1)(y) Local Board Powers-Accepting Gifts, Donations, and Grants</p>
<p>Rationale: In order to best manage the CKMS budget and finances, the school must have the authority to develop its own financial policies and procedures subject to the Colorado Charter School Act. Similarly, CKMS is in the best position to know what goods and services are needed and which vendors are available to fill those needs. CKMS has adopted competitive bidding rules to govern purchases from and relations with significant vendors. Because CKMS has a unique program, it is essential that the school be granted the latitude to raise money through philanthropic grants and fundraising and to spend such funds to accomplish its educational objectives. CKMS staff need to be allowed to accept pay for sale of goods to accomplish education objectives.</p>
<p>Replacement Plan: CKMS’ Board of Directors has adopted financial policies and procedures that address competitive bidding and selecting successful bidders. These processes will be open, transparent, and in compliance with all applicable rules and regulations. The CKMS Board has adopted a policy for accepting gifts, grants, and donations.</p>

Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: CKMS anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the CKMS budget.
How the Impact of the Waivers 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, as well as the CKMS' Board's internal review of policies and procedures.
Expected Outcome: If granted, CKMS will be able to continue to meet the unique needs of our school by managing its own financial affairs.

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

Statutory Citation and Title:
C.R.S. § 22-63-201 Employment Certificate Required

Description: C.R.S. 22-63-201 establishes that teachers are required to be certificated as well as other provisions for the personnel relationship between the school and the teacher.

Rationale: CKMS must be granted the authority to hire teachers and leaders that will support the school's goals and objectives. CKMS seeks to attract leaders and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, persons pursuing their teaching degree, as well as persons with business or professional experience.

Replacement Plan: All CKMS employees will meet the guidelines set forth in the Colorado state ESSA plan or present a plan to the CKMS Board to accomplish these guidelines, 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. All school employees will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CKMS anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the CKMS budget.

How the Impact of the Waivers 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 Agreement.

Expected Outcome: As a result of this waiver, CKMS will be able to continue 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.

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

Statutory Citation and Title:

C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing-Duration-Damage Provision

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

C.R.S. § 22-63-206 Waives the school from the district's ability to transfer teachers to and from other schools within the district.

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 CKMS. Furthermore, to manage its own personnel, CKMS must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.

Replacement Plan: All employees of CKMS will be employed on an at-will basis. CKMS has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

As a result of these waivers, CKMS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. CKMS will hire teachers on a best-qualified basis. CKMS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. There are no provisions for Transfers.

To the extent that teachers are transferred to other positions or grades within CKMS there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair length, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CKMS anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the CKMS budget.

How the Impact of the Waivers 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 Agreement.

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

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

Statutory Citation and Title:

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

Rationale: CKMS will operate its own Kindergarten program in accordance with the application. CKMS 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 application and the Contract.

Replacement Plan: CKMS will provide its own curriculum for Kindergarten students.

Duration of the Waivers: CKMS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or CKMS.

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 application.

Expected Outcome: CKMS 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