



School Name: Montessori Peaks Academy
School Address: 9904 W. Capri Avenue, Littleton, CO 80123
Prepared by: Char Weaver
Preparer's Phone Number: 303.972-2627
Preparer's Email Address: ceweaver@jeffco.k12.co.us
Principal's Name: Char Weaver
Principal's Email Address: ceweaver@jeffco.k12.co.us
Governing Board President's Name: Scott Cromwell
Governing Board President's Email: scromwel@jeffco.k12.co.us

REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

<u>STATUTE</u>	<u>DESCRIPTION AND RATIONALE</u>
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C.R.S. § 22-9-106	<u>Local Board of Education - Duties</u> (substantive) <u>Certificated Personnel Evaluations</u> This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).
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Rationale: The MPA principal must have the ability to perform the evaluation of all personnel. Should the principal of the school not have a Type D certificate, this should not preclude him or her from administering the evaluations. MPA Board Policy Monitoring and Evaluating Staff Performance outlines qualifications for the administrator which ensure the ability to evaluate staff:

1. An advanced degree in education and/or related field
2. Three years of successful administrative experience
3. Five years of successful teaching experience

Plan: The MPA teacher review process is outlined in MPA Board Policy listed above. The principal shall use the faculty evaluation process to ensure effective teaching



strategies, professional expectations, provide professional development, ensure appropriate goal setting and use the evaluation process to determine continuance of employment or promotion and compensation of all school personnel.

Duration of the Waivers: MPA requests the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

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

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 MPA, as set forth in the Charter School Agreement.

Expected Outcome: With this waiver, MPA will be able to implement its program and evaluate its teachers in accordance with its Personnel Evaluation policies. These policies are designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members, students and the community.

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

C.R.S. § 22-32-110(1)(k) Local Board Powers
Policies relating to in-service training and official conduct concerning employment, promotion and dismissal.

Rationale: The Jefferson County School Board has granted to the Board of Directors of Montessori Peaks Academy the authority to determine the educational program and to 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 staff training. Therefore, the school requests that these statutory duties be waived or delegated from the Jefferson County School District Board of Education to the principal and Board of Directors of the MPA. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with the Charter School Agreement and the goals and objectives of the school. All MPA staff will be employed on an at-will basis.



Replacement Plan: MPA will be responsible for these matters rather than the District. The school will abide by state law concerning hiring and employment practices. The school will also participate in district safety and official conduct trainings and will train their staff in such matters. MPA staff will be required to follow the Jefferson County School District Employee Professional Responsibilities policies and acknowledgements. Additional teacher effectiveness training will be conducted, secured or attended at the direction of the school administration. All staff will be issued written Employment Agreements or Service Agreements that are “At Will”, that must be renewed annually and that make no promise of future employment as specified by MPA Board Policy.

Duration of the Waivers: MPA requests that the waivers be for the duration of its contract with the Jefferson County School Board. Therefore, the waivers are requested for five academic years, through June 30, 2020.

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

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, MPA 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)(t) Boards of Education – Specific Duties
Grants board of education authority to determine the educational program to be carried out in schools of the district and to prescribe textbooks.

C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education – Specific Duties
Adopt district calendar

Rationale: Through the approval of the Charter Contract, the Jefferson County School Board has granted to the Board of Directors of Montessori Peaks Academy the authority to determine the educational program and to adopt a school calendar. The District R-1 Board requires the formal submittal of the school calendar designed to support the approved educational program as per the Charter School Agreement.



Replacement Plan: The MPA educational program and curriculum is detailed in the MPA Policy Manual and supported by the approval of the Charter Contract with the District R-1 Board. The school calendar designed to support the educational program will be adopted and presented to the R-1 district annually.

Duration of the Waiver: MPA requests that the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact upon District R-1 or the school.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the MPA, as per the Charter School Agreement.

Expected Outcome: MPA expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school as well as meet or exceed the state required student contact hours.

C.R.S. § 22-32-109(1)(n)(1) Boards of Education – Specific Duties
Prescribe length of school year and adopt calendar

C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Specific Duties
Determine teacher-pupil contact hours

Rationale: The Jefferson County School Board designs and implements school days and school calendars to meet the academic and transportation needs of each school. MPA Administration should be able to create a school day and school calendar, with the approval of the MPA Board of Directors, designed to support the academic program.

Replacement Plan: MPA will develop a school day and school calendar that will meet or exceed the minimum required teacher-pupil instruction and contact hours for ½ day kindergarten, full day kindergarten, and elementary schools as defined by state law. Reduction to the schedule/calendar will continue to meet or exceed the reduction minimums set by state law. The MPA school schedule and calendar will be submitted to District R-1 as per the Charter Contract.

Duration of the Waiver: MPA requests that the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.



Financial Impact: MPA anticipates that the requested waivers will have no financial impact upon District R-1 or the school.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the MPA, as per the Charter School Agreement.

Expected Outcome: MPA expects that as a result of this waiver, MPA will be able to implement its curriculum and ensure that students meet the educational standards of the school as well as meet or exceed required student contact hours.

C.R.S. § 22-33-104(4)

Board of Education – Specific Duties

Compulsory school attendance – Attendance policies and excused absences

Rationale: The Jefferson County School Board has granted to the Board of Directors of Montessori Peaks Academy the authority to determine the educational program and to adopt a school calendar. The District R-1 Board retains the right of final approval of the educational program and requires the formal submittal of the school calendar as per the Charter School Agreement.

Replacement Plan: The MPA educational program and curriculum is detailed in the Charter application and the school calendar is adopted and presented to the R-1 district annually.

Duration of the Waiver: MPA requests that the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact upon District R-1 or the school.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the MPA, as per the Charter School Agreement.

Expected Outcome: MPA expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school as well as meet or exceed required student contact hours.



C.R.S. § 22-32-109 (l)(b) Board of Education – Specific Duties
Duties concerning competitive bidding

Rationale: Montessori Peaks Academy will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement. The Jefferson County School Board has granted to the Board of Directors of Montessori Peaks Academy the authority to act as their own purchasing agent and purchasing authority as required to efficiently perform the tasks needed for the efficient administration of the duties.

Replacement Plan: MPA Board Policy Purchasing/Purchasing Authority and other school policies, as approved by the R-1 school district, establish and guide the plan in these matters.

Duration of the Waiver: MPA requests that the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have a positive financial impact upon the school and no impact upon District R-1.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the MPA, as per the Charter School Agreement.

Expected Outcome: MPA expects that as a result of this waiver it will be able to administer and implement the school budget as presented and approved annually.

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

Rationale: Montessori Peaks Academy 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 Jefferson County Board of Education to the principal and Board of Directors of Montessori Peaks Academy. 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 the Charter School Agreement and the goals and objectives of the school. All MPA staff will be employed on an at-will basis as per MPA Board Policies.

Replacement Plan: Montessori Peaks Academy will be responsible for these matters rather than the District. An Employment Agreement that complies with MPA Board Policies will be used for each staff member.

Duration of the Waiver: MPA requests that the waivers be for the duration of its contract with the Jefferson County School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact upon the Jefferson County R-1 School District. The school must operate within its budget and the cost of employing staff has been included in that budget.

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 School Agreement.

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

C.R.S. § 22-32-126

Employment & Authority of Principals

Authorizes Board of Education to employ Principals.

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

Replacement Plan: Montessori Peaks Academy will be responsible for these matters rather than the District as approved through the Charter School Agreement and established in MPA



Board Policies. The school principal will be the instructional leader for the school and, along with teachers, will have flexibility in structuring professional development and school policies to meet staff needs.

Duration of the Waiver: Montessori Peaks Academy requests that the waivers be for the duration of its contract with the Jefferson County School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact upon the Jefferson County R-1 School District. The school must operate within its budget and the cost of employing staff has been included in that budget.

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 MPA, as set forth in this Charter School Agreement.

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

C.R.S. § 22-63-201

Employment – Certificate required

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

C.R.S. § 22-63-402

Services – Disbursements

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

Rationale: Montessori Peaks Academy should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The Principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The 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 as set forth in the Charter School Agreement. All teachers hired by MPA will meet the requirements for "Highly Qualified" as outlined by No Child Left Behind and as verified by the Jefferson County School District R-1 Human Resources department. All employees of MPA will be employed on an at-will basis as required by board policy and as



described per the language contained in the Employment Agreement or Service Agreement offered to the employee and verified by the employee and administrator signature.

Replacement Plan: MPA will seek to hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire teachers and/or principals without a certificate and who possess a unique background and/or skill set or fill the need of the school. If such teachers are hired, they will meet the requirements for “Highly Qualified” as established by NCLB.

Duration of the Waivers: MPA requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Jefferson County School District or MPA.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to MPA, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff who hold unique skills and/or backgrounds that meet the school’s staffing needs.

C.R.S. § 22-63-202	<u>Teacher Employment – contracts in writing, duration, damage</u> Governs employment contracts with acceptance time frames, school placement and damages
C.R.S. § 22-63-203 <u>employment</u>	<u>Probationary Teachers – renewal and non-renewal of contract – Specific Duties</u> Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.
C.R.S. § 22-63-403	<u>Payment of Salaries</u> Governs payment of salaries upon termination of employment of a teacher.

Rationale: Montessori Peaks Academy should be granted the authority to develop its own employment agreements, terms and conditions of employment and teacher placement selections. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is



successful in the regular public school will be successful at MPA. All employees of MPA will be employed on an at-will basis.

Replacement Plan: A school specific Employment Agreement which requires an annual renewal and addresses payment of salaries upon termination of employment of a teacher will be used. Said agreement will follow MPA Board Policies as approved in the Charter School Agreement. All employees of MPA will be employed on an at-will basis as required by board policy and as described per the language contained in the Employment Agreement or Service Agreement offered to the employee and verified by the employee and administrator signature.

Duration of the Waivers: MPA requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Jefferson County School District or MPA.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff who hold unique skills and/or backgrounds that meet the school's staffing needs.

C.R.S. § 22-63-206

Teacher Employment, Compensation and Dismissal Act
Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Montessori Peaks Academy is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into MPA nor transfer teachers from MPA to District schools, except as provided for in the Charter School Agreement.

Replacement Plan: MPA will hire teachers on a "best qualified" basis. Teachers who wish to transfer from MPA may follow District procedures as outlined for all non-district teachers.

Duration of the Waiver: MPA requests that this waiver be for the duration of its contract with the Jefferson County District R-1 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.



Financial Impact: MPA anticipates that the requested waivers will have no financial impact on Jefferson County School District or MPA.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to MPA, as set forth in the Charter School Agreement.

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

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

C.R.S. § 22-63-302 Teacher Employment – Procedures for dismissal of teachers.

Rationale: The success of Montessori Peaks Academy in accomplishing its mission 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. The concept of tenure does not apply to MPA as the school is only of limited duration and all Employee Agreements require an annual renewal with no guarantee of future employment as per MPA Board Policy and the Charter School Agreement. All employees of MPA will be employed on an at-will basis.

Replacement Plan: Continued employment of staff at MPA shall be subject to an annual Employment Agreement renewal as provided for in MPA Board Policy and the Charter School Agreement.

Duration of the Waivers: MPA requests that the waivers be for the duration of its contract with the Jefferson County District R-1 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waiver will have no financial impact on Jefferson County School District or MPA. Montessori Peaks Academy must operate within its budget and the cost of employing staff has been included in that budget.



How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, MPA will be able to provide instruction in accordance with the philosophy and mission as stated in the Charter School Agreement.

C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act
Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: Montessori Peaks Academy should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of the District as might job duties and budgets thus requiring compensation be adjusted accordingly.

Replacement Plan: Montessori Peaks Academy will create a compensation plan in accordance with MPA Board Policy Total Compensation Policy and the Charter School Agreement. MPA will set competitive rates for each level of teachers it employs. The principal will determine the placement of teachers for the compensation plan. The District salary schedule as well as other salary schedules will be reviewed while developing the MPA compensation plan.

Duration of the Waiver: Montessori Peaks Academy requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact on Jefferson County School District. The school will be able to employ teachers and determine a compensation plan that is consistent with its budget.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, MPA should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in the Charter School Agreement.

C.R.S. § 22-32-110(1)(i) Board of Education – Specific Powers
Reimbursement of employee expenses



C.R.S. § 22-32-110(1)(j) Board of Education – Specific Powers
Procuring group insurance

C.R.S. § 22-32-110(1)(ee) Board of Education – Specific Powers
Employing aides and non-certified personnel

Rationale: The success of Montessori Peaks Academy in accomplishing its mission is dependent upon the talents, skills and personal commitment of its staff and the ability to function effectively and efficiently in all business matters. Montessori Peaks Academy should be delegated the authority to employ aides and secure group insurance, should the need arise, in accordance with the Charter School Agreement. In order to function effectively, MPA should also be able to reimburse staff for appropriate expenses and accept grants, gifts and donations when the opportunity to arises in order to enhance the educational process for all students.

Replacement Plan: Montessori Peaks Academy will follow MPA Board Policies as approved by the Jefferson County School District R-1 through the Charter School Agreement.

Duration of the Waiver: Montessori Peaks Academy requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact on Jefferson County School District. The school will be able to employ aides as outlined in the approved budget and reimburse expenses, accept appropriate grants, donations and gifts in order to enhance student learning.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as well as through district and financial audits, as set forth in school policy and through the Charter School Agreement.

Expected Outcome: As a result of this waiver, MPA will be able to attract qualified personnel and provide a work quality work and learning environment in accordance with the philosophy and mission as stated in the Charter School Agreement.

C.R.S. § 22-63-204 Interest Prohibited
Receiving moneys from sale of goods

Rationale: As provided for in the Charter School Agreement, all staff employed by Montessori Peaks Academy are employees of the school and not of Jefferson County School District R-1.



As a result, the authority of the employing board to provide written consent in these matters should be transferred to MPA.

Replacement Plan: Montessori Peaks Academy will follow MPA Board Policies and the Charter School Agreement as approved by the Jefferson County School District R-1.

Duration of the Waiver: Montessori Peaks Academy requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact on Jefferson County School District or the school.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as set forth in school policy and through the Charter School Agreement.

Expected Outcome: As a result of this waiver, MPA will be able to administer the school program in keeping with the philosophy and mission as stated in the Charter School Agreement.

C.R.S. § 22-32-119

Kindergartens

Establishing and maintaining kindergartens

Rationale: The Jefferson County School Board has granted to the Board of Directors of Montessori Peaks Academy the authority to determine the educational program for the school. Montessori Peaks Academy should be delegated the authority to establish and maintain a kindergarten in accordance with the Charter School Agreement.

Replacement Plan: The educational program for Montessori Peaks Academy is described in the approved Charter School Agreement and the kindergarten will follow the description.

Duration of the Waiver: Montessori Peaks Academy requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: MPA anticipates that the requested waivers will have no financial impact on Jefferson County School District or the school.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as set forth in school policy and through the Charter School Agreement.



Expected Outcome: As a result of this waiver, MPA will experience an enhanced educational program by being able to administer the school program at kindergarten in keeping with the philosophy and mission as stated in the Charter School Agreement.



Jefferson County Charter School Renewal Application
Montessori Peaks Academy



Charter School Waiver Request Form

A charter school may operate free from specified state rules and statutes as provided in §22-30.5-104(6)(b), C.R.S.

For your waiver request to be reviewed, please provide:

- An electronic, signed copy of the charter contract between the charter school and its authorizer, which would include a complete request of waivers as an appendix.
- Waiver Request Form-complete, typed and signed
- A Rationale and Replacement Plan (RRP) for each waiver requested from state statute. This is a requirement for automatic and non-automatic waivers. A sample RRP can be found [here](#).
- An electronic copy of the charter application or renewal application.

This waiver request may be submitted electronically to: schoolsofchoice@cde.state.co.us

General Information

Charter school name: Montessori Peaks Academy

Charter school mailing address:

Street: 9904 W. Capri Avenue
City: Littleton Zip Code: 80123

Charter school contact name: Char Weaver

Title: Principal

Phone number: 303-972-2627

Email address: ceweaver@jeffco.k12.co.us

Charter school projected enrollment or current enrollment: 550

Grades served by charter school:

K 1 2 3 4 5 6 7 8 9 10 11 12

Term of the charter contract: 6 / 30 / 2015 (MM/DD/YY) through June 30, 2020 (YYYY)

Enter the year the charter school originally opened: 1997 (YYYY)

Waiver request prepared for the charter school by: Char Weaver

Phone number: 303-972-2627

Email address: ceweaver@jeffco.k12.co.us



Jefferson County Charter School Renewal Application
Montessori Peaks Academy



Authorizer

- Charter School Institute (CSI)
 Name of local school district: Jefferson County Schools

Authorizer's mailing address:

Street: 1829 Denver West Drive Building 27
City: Golden Zip Code: 80401

Authorizer contact name: Tim Mallick

Title: Achievement Director for Charter Schools
Phone Number: 303-982-6730
Email Address: tmallick@jeffco.k12.co.us

Select the automatic waivers the charter school is applying for:

- 22-9-106, C.R.S. Local board duties concerning performance evaluations
- 22-32-109(1)(b), C.R.S. Local board duties concerning competitive bidding
- 22-32-109(1)(f), C.R.S. Local board duties concerning selection of staff and pay
- 22-32-109(1)(n)(I), C.R.S. Local board duties concerning school calendar
- 22-32-109(1)(n)(II)(A), C.R.S. Determine teacher-pupil contact hours
- 22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar
- 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), 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
- 22-63-201, C.R.S. Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
- 22-63-202, C.R.S. Teacher Employment Act- Contracts in writing, damage provision
- 22-63-203, C.R.S. Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
- 22-63-206, C.R.S. Teacher Employment Act-Transfer of teachers
- 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



Jefferson County Charter School Renewal Application
Montessori Peaks Academy



If any other waiver(s) from statute or rule is being requested, please list below.

Required Signatures

Tim Matlick

Authorizer Contact (Print Name)

11/18/2014

Date

Charlotta Weaver

Charter School Contact (Print Name)

11/18/2014

Date

Signature-Authorizer Contact

Signature-Charter School Contact



Request for Waiver from Jeffco Policy GBEA "Staff Conflicts of Interest"

Montessori Peaks Academy has been grandfathered for a waiver from Jeffco Policy GBEA "Staff Conflicts of Interest". The section that is relevant to the situation is "No employee may be responsible for the direct supervision of, or be evaluated by, a member of that employee's family."

The background is that the Administrator's husband is employed by the school as a teacher, and has been supervised and evaluated by the Administrator since the Administrator was hired in 2004. The waiver was recommended and approved by John Peery.

Montessori Peaks requests that the grandfathered policy waiver for Jeffco Policy GBEA continue to be waived by the Jeffco Board of Education.