

Request for Waiver of Colorado Revised Statutes

Basic Information:

School Name: Montessori Peaks Academy Charter School

School Address: 9904 W. Capri Avenue, Littleton, Colorado 80123

Charter School Contact: Brian Berg

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District Contact: Tom McMillen

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Automatic Waivers

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

Non-Automatic Waivers

C.R.S. § 22-9-106 C.R.S. § 22-2-112(1)(q)(I)	Performance Evaluation System Commissioner Duties
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Rationale: The charter school leader must have the ability to perform the evaluation of all personnel. The board of directors must also have the ability to perform the evaluation for the school leader or designated school leader. Additionally, Montessori Peaks Academy Charter School will 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: The charter school employs its own personnel and evaluates their performance regularly. Teachers are held accountable to the principal or to his or her designee. Montessori Peaks Academy Charter School uses its own evaluation system as agreed to in the Charter School Agreement. The methods used for Montessori Peaks Academy evaluation system include Montessori quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Additionally, the board of directors will evaluate the school leader or designated school leader at least once a school year. Montessori Peaks Academy will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to enhance the implementation of programs and curriculum, provide a basis for the improvement of instructions, provide a measurement of satisfactory or unsatisfactory performance and serve as a measurement for professional growth and development.

Financial Impact: Montessori Peaks Academy Charter School anticipates that the requested waivers will have no financial impact upon the school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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

Expected Outcome: With this waiver, Montessori Peaks Academy Charter School will be able to hire, evaluate and retain high quality personnel that align with the school’s mission and vision supporting our Charter School Agreement.

C.R.S. § 22-32-109(1)(b)	Competitive Bidding
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Rationale: The charter school is responsible for its own financial operations, which includes the requirement to comply with competitive bidding laws. The school has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan: The Montessori Peaks Academy Charter School will adopt and maintain a policy that specifies procedures for competitive bidding in the purchase of goods and services with approval of the principal.

Financial Impact: Montessori Peaks Academy Charter School anticipates that the requested waiver will have no financial impact upon the school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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

Expected Outcome: Montessori Peaks Academy Charter School will be able to conduct its own competitive bidding process, ensuring the highest quality and best priced options for the charter school.

C.R.S. § 22-32-110(1)(y)	Accepting gifts, donations or grants
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Rationale: The charter school is responsible for its own financial operations, which includes the requirement to comply with laws regarding the acceptance and use of donations. The board of directors has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan: The charter school maintains a business office that complies with federal and state financial laws as evidenced through policy adopted by the board of directors and/or protocols administered under the guidance of the principal. The Charter School Board will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations.

Financial Impact: Montessori Peaks Academy Charter School anticipates that the requested waiver will have no financial impact upon the School or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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

Expected Outcome: Montessori Peaks Academy Charter School will be able to follow its own procedures for the acceptance and use of donations.

C.R.S. § 22-32-109(1)(n)(I) C.R.S. § 22-32-109(1)(n)(II)(A) C.R.S. § 22-32-109(1)(n)(II)(B)	Board of Education - Specific Duties: School calendar, contact hours, and district calendar
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Rationale: The charter school is responsible for its own operations, which includes the school calendar and ensuring the minimum number of teacher-pupil contact hours. Responsibility for compliance with these laws rests with the principal and is supported by the governing board.

Replacement Plan: The governing board has policies to ensure compliance with these state laws. The school's principal will develop a school day and school calendar that meets or exceeds the minimum requirements for instructional days and instructional hours as outlined by the statute.

Financial Impact: Montessori Peaks Academy Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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

Expected Outcome: Montessori Peaks Academy Charter School will be able to operate with its own calendar in alignment with its approved educational program as well as meet or exceed required student contact hours.

Rationale: The charter school should be granted the authority to hire teachers and school leaders that will support the school's goals and objectives. The school recognizes the value of state teacher certification and will require teachers to attain their license within 3 years of their start date.

Replacement Plan: The charter school will seek to attract school 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, 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 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 or (5) having a Montessori teaching certificate endorsed by Montessori Education Center of the Rockies (MECR) or similar Montessori education training center. Special Education Teachers will hold the requisite state license and endorsement as this is a federal requirement. The school acknowledges that it will nevertheless have to report the number of teachers “in-field”/”out-of-field” and years of experience of teachers.

Financial Impact: Montessori Peaks Academy Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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

Expected Outcome: Montessori Peaks Academy Charter School will be able to hire, evaluate and retain quality personnel that align with the school’s mission and vision supporting our Charter School Agreement.

<p>C.R.S. § 22-63-202 C.R.S. § 22-63-203 C.R.S. § 22-63-204 C.R.S. § 22-63-205 C.R.S. § 22-63-206</p>	<p>Teacher employment, compensation, dismissal act, and exchange of teachers.</p>
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Rationale: The Montessori Peaks Academy Charter School, via the Charter School Agreement, has been granted the authority to hire and evaluate personnel. Its status as a charter school makes these teacher employment, compensation and dismissal act provisions irrelevant. Additionally, the authorizer should not have the authority to transfer its teachers into or out of the charter school, except as provided for in the Charter School Agreement.

Replacement Plan: The charter school will employ its own personnel, which includes evaluating their performance and compensation. There is no provision of transfers. The charter school will employ its own personnel at an at-will basis through a written offer letter (C.R.S. § 22-63-202). The charter school 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 (C.R.S. § 22-63-203)

Financial Impact: Montessori Peaks Academy anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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

Expected Outcome: Montessori Peaks Academy Charter School will be able to hire, evaluate and retain quality personnel that align with the school’s mission and vision supporting our Charter School Agreement.

Rationale: MPA 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 Contract.

Replacement Plan: MPA will be responsible for maintaining and operating a kindergarten program that is separate from the programmatic design of the district kindergarten program. MPA will not charge tuition to attend any portion of the program, except as provided 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 the parents of students enrolled in other grades and are applicable to the kindergarten educational program. Montessori Peaks Academy offers a Kindergarten program operating on a Montessori scope & sequence where lessons in the curriculum are aligned to state standards. The domains of 1) physical well-being and motor development, 2) social-emotional development, 3) language and comprehension development, and 4) cognition and general knowledge will be assessed consistent with the requirements of the statute using tools that are aligned to the Montessori curriculum. Training, coaching, and support for all staff (including guides, assistants, and administrators) specific to implementation of this model are provided by, secured by, and managed by the school.

Expected content includes:

Physical well-being and motor development:

- Students participate weekly in structured physical education programming that meets or exceeds state standards. Students are monitored by the teacher on motor-development skills acquired throughout the year. In addition, students participate in daily recess programming where gross motor development is monitored by their classroom teacher and teacher assistants. The classroom teachers, assistants, and any relevant content specialists meet regularly in team meetings to discuss student progress on a variety of domains including motor development.
- Students participate in art education programming that is integrated into their Montessori classroom experience in a way that meets or exceeds state standards. Development of fine motor skills is achieved through drawing, painting and object creation. Student progress is monitored and evaluated throughout the year using Montessori-based observation protocol.
- Students participate in Montessori-based music education programming that is integrated into their classroom experience in a way that meets or exceeds state standards.

Social-emotional development (based on State Standards):

- Students are taught the “grace and courtesy” curriculum that is the standard curriculum for Montessori schools. This includes classroom, lunchtime, recess and hallway expectations.

- The Montessori environment is designed for both individual and collaborative work and the grace and courtesy curriculum supports students with self knowledge and regulation to further advance strong social-emotional development. Student progress is monitored and evaluated throughout the year using a Montessori-based observation protocol.
- Students are taught conflict resolution through Positive Discipline and are provided with opportunities to observe and practice conflict resolution and are coached by trained Montessori guides on use of student lead/teacher assisted conflict resolution. Observation of student use and success with the peace process is included in social-emotional assessment data.
- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of social-emotional development. A formal staff evaluation will take place within the first 60 days of the school year and then monitored quarterly as appropriate with any particular school-readiness goals. When students are identified with concerns for school readiness, teachers will have a meeting with parents to discuss a school readiness plan. In addition, all parents receive progress reports from staff inclusive of this domain on a semi-annual basis.

Language and comprehension development (based on State Standards):

- Students receive daily language instruction and are provided with a prepared environment for developing language skills. The language program is based on Montessori training and curriculum. Students master the sounds and letters as well as many sight words, enabling them to improve encoding and decoding skills. The program includes instruction in reading, writing, and speaking.
- Students receive all instruction in reading and writing on an individual basis or in small groups not to exceed 5 students. Student progress is monitored and assessed on a daily basis by the classroom teacher.
- MPA administers READ Act progress monitoring through use of the DIBELS Next assessment tool. Any student who does not make benchmark is progress monitored every two or three weeks to note progress. Students not making benchmark are assessed with the Burst assessment to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive administrations, the student is placed on a READ plan and will receive 1-1 tutoring in line with the READ plan.

Cognition and general knowledge (based on State Standards):

- Math – Students receive daily lessons and are provided with opportunities to practice math skills through the use of didactic Montessori math materials. Students receive all instruction in math on an individual basis or in small groups not to exceed 5 students. Student progress is monitored and assessed on a daily basis by the classroom teacher.

- Science – Science topics of instruction are provided through the Montessori curriculum and include but are not limited to geology (Layers of the Earth, fossils and rocks, dinosaurs), oceanography, astronomy, the four seasons and weather, scientific classification, biology, health & wellness, and physics. Students are provided with scientific projects that are captured and evaluated in student work portfolios.
- Social Science – Social Science topics of instruction are provided through the Montessori curriculum and include but are not limited to human geography (land and water forms, biomes, globes, puzzle maps, and continents), world landmarks, flags of the world, indigenous cultures, early exploration and settlement, and symbols and figures. Students are provided with “cultural projects” that are captured and evaluated in student work portfolios.
- History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globe students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and North and South Pole.); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House). Assessments are given regularly to monitor progress. Classroom teachers make use of a comprehensive Montessori assessment instrument to inform their determination of student development over the year. The assessment is inclusive of the four domains identified above, and provides more granular evaluation across the following domains:

- Literacy/Pre-reading
- Writing
- Oral/Auditory Language
- Handwriting – Beginning writing
- Reading
- Math
- Skills & Behaviors that Support Learning
- Social Emotional
- Work Habits
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Attendance and Parent-Teacher Interaction:

Information gathered is used to inform School-Readiness Planning. A formal staff evaluation will take place within the first 60 days of the school year and then monitored quarterly as appropriate with any particular school readiness goals. When students are identified with concerns for school readiness, teachers will have a meeting with parents to discuss a school readiness plan. In addition, all parents receive progress reports from staff inclusive of this domain on a semi-annual basis.

Any student not making adequate growth in any of the above areas receive Multi-Tier Support Services (MTSS) strategies in small groups or 1:1 instruction. MTSS plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, Special Education Teacher, Counselor, or Mental Health Therapist for further assessment.

Methods and assessments used are clear and 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 Waivers: MPA requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or MPA.

How the Impact of the Waiver 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 application

Expected Outcome: MPA 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. § 22-7-1014(2)(a)	Preschool individualized readiness plans, school readiness, assessments
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Rationale: Montessori Peaks Academy should have the authority to implement relevant curriculum and assessments for their early childhood environment (called “Primary”) that ensures school readiness that meets state standards, while also assessing for school readiness that is consistent with the Montessori design so that students are prepared for success as they matriculate to a Montessori elementary environment (“Lower Elementary” for grades 1-3). Assessment tools include observation, documentation, and assessments.

Replacement Plan: MPA will provide its own preschool curriculum for Kindergarten readiness based on the Montessori curriculum while meeting or exceeding Colorado Academic Standards. The Montessori scope and sequence is divided into 5 domains of 1) physical well-being and motor

development, 2) social-emotional development, 3) language and comprehension development, and 4) cognition and general knowledge will be assessed consistent with the requirements of the statute using tools that are aligned to the Montessori curriculum. Training, coaching, and support for all staff (including guides, assistants, and administrators) specific to implementation of this model are provided by, secured by, and managed by the school.

Any student not making adequate growth in any of the above areas receive Multi-Tier Support Services (MTSS) strategies in small groups or 1:1 instruction. MTSS plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. Assessments will not be used in isolation for retention decisions. If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, Special Education Teacher, Counselor, or Mental Health Therapist for further assessment.

Methods and assessments used are clear and 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).

Attendance and Parent-Teacher Interaction:

Information gathered is used to inform School-Readiness Planning. A formal staff evaluation will take place within the first 60 days of the school year and then monitored quarterly as appropriate with any particular school readiness goals. When students are identified with concerns for school readiness, teachers will have a meeting with parents to discuss a school readiness plan. In addition, all parents receive progress reports from staff inclusive of this domain on a semi-annual basis.

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

Financial Impact: None on either the District or MPA.

How the Impact of the Waiver 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: MPA expects that as a result of this waiver, our teachers will be able to more effectively progress monitor student school readiness within the educational framework that they have been trained in (Montessori). By aligning the assessment protocol to the educational model, we believe this will provide improved service to students and families as well as increased staff satisfaction, which will have a net positive effect on the climate and culture of the learning environment for the student.