



COLORADO
Department of Education

Choice and Innovation Unit
201 East Colfax Avenue
Denver, CO 80203-1799

Kresta Vuolo
Free Horizon Montessori Charter School
581 Conference Place
Golden, CO 80401

Friday, September 18, 2015

Kresta Vuolo,

This letter is to notify you that the Colorado Department of Education has approved certain waivers from state statute and rule to Free Horizon Montessori Charter School through June 30, 2020, which were requested on the Charter School Waiver Request form dated August 11, 2015.

Please note that charter schools must always meet the provisions in the Charter Schools Act. In addition, the waivers are subject to review by the Colorado Department of Education at any time.

Please contact me if you have any questions.

Sincerely,

Gretchen Morgan
Executive Director of Choice and Engagement, CDE
303-866-6740
Morgan_g@cde.state.co.us

cc: Tim Matlick, Jefferson County R-1



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 (4) (substantive)	<u>Local Board of Education – Duties</u> <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 FHM head of school must have the ability to perform the evaluation of all personnel. Should the head of school not have a Type D certificate, this should not preclude him or her from administering the evaluations.

Duration of the Waivers: FHM requests that the waiver be for a 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: FHM anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the school 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 FHM, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, FHM 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 will benefit staff members as well as students and the community.

C.R.S. § 22-32-109 (1)(f) (delegation)	<u>Boards of Education – Specific Duties</u> Requires the Board of Education to employ all personnel and fix their compensation.
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Rationale: FHM will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, 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 FHM. 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 this Charter School Agreement and the goals and objectives of the school. All FHM staff will be employed on an at-will basis.

Replacement Plan: The school will be responsible for these matters rather than the District. All teachers will be offered an Employment Agreement, which must be renewed annually with no promise of future employment as specified in Board policy.

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

Financial Impact: FHM 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 the school, 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 own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. § 22-32-109 (1)(t) (delegation)	<u>Boards of Education – Specific Duties</u> Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.
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Rationale: The Jefferson County School Board has granted to the Board of Directors of Free Horizon Montessori the authority to determine the educational program and textbooks to be used in the school. The District R-1 Board retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The school educational program and curriculum is detailed in this Charter application.

Duration of the Waiver: The school requests that the waiver 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 upon District R-1 or FHM.

Rationale: FHM will be responsible to establish and maintain its own kindergarten for the instruction of children one year prior to the year in which such children will be eligible for the admission to the first grade.

Replacement Plan: FHM will be responsible for these matters rather than the District. The principal will determine the courses of training, study, discipline and rules and regulations governing such kindergarten programs.

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

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

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 FHM, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers the school will determine its own courses of training, study, discipline and rules and regulations governing the kindergarten program.

C.R.S. § 22-32-126
(delegation)

Employment & Authority of Principals
Authorizes Board of Education to employ Principals.

Rationale: FHM will be responsible for its own personnel matters, including employing the head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Heads of school employed at FHM 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 of FHM. The success of this school will depend in large part upon its ability to select and employ its own head of school and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: FHM will be responsible for these matters rather than the District. The head of school and teachers will have flexibility in structuring professional development and school policies to meet their needs.

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

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Jefferson County R-1 School District. FHM 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 this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its head of school, 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
(substantive)

Services – Disbursements

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

Rationale: FHM should be granted the authority to hire teachers and heads of school that will support the schools goals and objectives. The Head of School 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. FHM will seek to attract heads of school and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience set forth in Appendix I. All employees of FHM will be employed on an at-will basis.

Replacement Plan: FHM will, where possible, hire certified teachers and heads of school. 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 unique background and/or skills or fill the need of FHM.

Duration of the Waivers: Free Horizon Montessori 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 FHM.

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 FHM, as per this Charter School Agreement.

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

C.R.S. §22-63-202	<u>Teacher employment – Contract in writing, duration, damage</u> Governs employment contracts with acceptance time frames, school placement and damages
C.R.S. § 22-63-203	<u>Probationary Teachers – renewal and non-renewal of employment 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 (substantive)	<u>Payment of Salaries</u> Governs payment of salaries upon termination of employment of a teacher.

Rationale: FHM should be granted the authority to develop its own employment contracts and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at Free Horizon Montessori. All employees of FHM 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 FHM Board Policies as approved in the Charter School Agreement.

Duration of the Waivers: Free horizon Montessori 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 FHM.

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 FHM, as per this Charter School Agreement.

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

C.R.S. § 22-63-206
(substantive)

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

Rationale: FHM 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 the school or transfer teachers from the school to District schools, except as provided for in the Charter School Agreement.

Replacement Plan: FHM will hire teachers on a "best qualified" basis. Teachers who wish to transfer from the school may follow District procedures.

Duration of the Waiver: Free Horizon Montessori 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: The school anticipates that the requested waivers will have no financial impact on Jefferson County School District or FHM.

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 FHM, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. Consistent with the terms of this Charter School Agreement and the Colorado Charter School Law, this school will provide the opportunity for teachers to transfer back into the District 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
(substantive)

Procedures for dismissal of teachers.

Rationale: The success of FHM 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 FHM as the school is only of limited duration. All employees of FHM will be employed on an at-will basis.

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

Duration of the Waivers: Free Horizon Montessori 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: The school anticipates that the requested waivers will have no financial impact on Jefferson County School District or FHM. 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 these waivers will be measured by the performance criteria and assessments that apply to FHM, as set forth in this Charter School Agreement.

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

C.R.S. § 22-63-401
(delegation)

Transfer Employment, Compensation and Dismissal Act
Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: FHM 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 and compensation must be adjusted accordingly.

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

Duration of the Waiver: Free Horizon Montessori 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. FHM will be able to employ teachers and determine a salary schedule 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 FHM, as set forth in this Charter School Agreement.

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

C.R.S. § 22-32-109 (1)(b) Boards of Education – Specific Duties
(delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: The school 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.

Replacement Plan: The Board of Directors of FHM will adopt policies and the principal will prescribe rules and regulations.

Duration of the Waiver: Free Horizon Montessori requests that the waiver 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. FHM will be able to adopt policies and prescribe rules and regulations 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, the school will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.