



Mountain Phoenix Community School Waiver Request Addendum for Contract Term 2025 - 2030

Request for Waiver of Colorado Revised Statutes

School Name: Mountain Phoenix Community School
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Charter School Automatic Waivers

**Mountain Phoenix Community School accepts all of the following
Charter School Automatic Waivers**

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)(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)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
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

Commonly Approved Waivers

Mountain Phoenix Community School requests the following Commonly Approved Waivers

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

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Determine Teacher-Pupil Contact Hours

C.R.S. § 22-63-201 Employment-Certificate required

**C.R.S. §22-63-202 Teacher Employment, Compensation and Dismissal Act-Contracts in writing,
damage provision**

**C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act, Probationary
Teachers-Renewal and non-renewal of employment contract**

**C.R.S. §22-63-204 Teacher Employment, Compensation and Dismissal Act - Exchange of
Teachers -**

exchange educator interim authorization

C.R.S. §22-63-205 Teacher Employment, Compensation and Dismissal Act - Interest Prohibited

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

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 charter school leader must have the ability to perform the evaluation of all personnel. Should they, or any other designated administrator, not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the charter board. The BOD must also have the ability to perform the evaluation for the school leader or designated head of school. Additionally, the charter school 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: The charter school uses its own evaluation system as agreed to in the Charter School Agreement with its authorizer and therefore should not be required to report their teacher evaluation data. The charter school's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school's evaluation system includes 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. In addition, the evaluation data is used to inform hiring practices and professional development decisions.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Jeffco Public Schools. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS 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 the school, as set forth in the Charter School Agreement with its authorizer.
Expected Outcome: These waivers will permit the school to implement its program and evaluate its teachers in accordance with its Employee Evaluation Policy, 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.

Statutory Citation and Title: C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Determine Teacher-Pupil Contact Hours
Rationale: The charter school will prescribe the actual details of its own school calendar to best meet the needs of its students. The authorizing board will not set these policies and the charter school will have a calendar that differs from the rest of the schools within the district.
Replacement Plan: The final calendar and the school's daily schedule will be designed by the charter school and will meet or exceed the expectations in state statute.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Jeffco Public Schools. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: MPCS anticipates that the requested waiver will have no financial impact upon the Jefferson County School District or the MPCS budget.
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 set forth in the Charter School Agreement with the school's authorizer.
Expected Outcome: This waiver will permit the school to design a yearly calendar and daily schedule that promotes the success of its educational program. This will benefit staff members as well as students and the school community.

Statutory Citation and Title C.R.S. § 22-63-201 Employment-Certificate required
Rationale: The charter school leader should be granted the authority to hire teachers and school leaders that will support the schools goals and objectives. 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. However, all employees will hold a degree and demonstrated subject-matter competency having received 24-36 hours of college credit in said area.

Replacement Plan: The intent of the charter school is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The school will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field." All school employees will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. Mountain Phoenix Community School will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Jeffco Public Schools. Therefore, the waiver is requested through June 30, 2030.

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

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 set forth in the Charter School Agreement with the school's authorizer.

Expected Outcome: As a result of this waiver, the school will be able to employ professional staff possessing the unique skills and/or background best suited to our unique educational program.

Statutory Citation and Title:

C.R.S. §22-63-202 Teacher Employment, Compensation and Dismissal Act-Contracts in writing, damage provision

C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment contract

**C.R.S. §22-63-204 Teacher Employment, Compensation and Dismissal Act - Exchange of Teachers -
exchange educator interim authorization**

C.R.S. §22-63-205 Teacher Employment, Compensation and Dismissal Act - Interest Prohibited

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Rationale: The charter school should be granted the authority to develop its own employment offer letters 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. The charter school is granted the authority under the Charter School Agreement to select its own teachers. The authorizer should not have the authority to transfer its teachers into the charter school or transfer teachers from the charter school to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Offer letters are submitted to staff at the time of their employment. 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. The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Jeffco Public Schools. Therefore, the waiver is requested through June 30, 2030.

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

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 set forth in the Charter School Agreement with the school's authorizer.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel matters and provide instruction in accordance with school philosophy and mission.

Additional Waivers

Mountain Phoenix Community School requests the following Additional Waiver

C.R.S. § 22-32-119 Kindergarten

Statutory Citation and Title:

C.R.S. § 22-32-119 Kindergarten

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

Replacement Plan: The authority to establish, run and develop the educational programming for a kindergarten will be determined by school administration under the oversight of the Board of Directors as described in the Charter School Agreement by and between Mountain Phoenix Community School and Jefferson County Public Schools.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with Jeffco Public Schools. Therefore, the waiver is requested through June 30, 2030.

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

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 set forth in the Charter School Agreement with the school's authorizer.

Expected Outcome: As a result of this waiver the school will determine the appropriate courses of training, study, discipline and rules and regulations required to successfully provide a public Waldorf kindergarten program.