

## EXHIBIT C: REQUESTED WAIVERS



### **Charter School Waiver Request Addendum**

Mountain Song Community School  
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#### **22-9-106, C.R.S. Performance evaluations for licensed personnel**

**Rationale:** The Mountain Song Community School offers teacher evaluation methods in compliance with the charter school contract. This evaluation plan will evaluate performance areas: professional preparation and growth, human relations, professional techniques and professional conduct. In addition to this system of evaluation, teachers will be rewarded for overall student academic achievement.

**Replacement Plan:** The governing board will employ its own personnel, which includes evaluating their performance. Teachers will be held accountable to the Director of Mountain Song Community School and the board of Mountain Song Community School. At a minimum, the evaluation system will consist of the procedures adopted by the Director and adopted as policy by the Board of Directors. The Danielson framework will be used to evaluate licensed personnel performance. All staff understand expectations of the framework and the process used to execute evaluations.

**Financial Impact:** Mountain Song Community School anticipates that the requested waivers will have no financial impact upon the school or the Charter School Institute (CSI).

**Duration of the Waivers:** This waiver should be in effect for the term of the charter contract with CSI.

**How the Impact of the Waivers Will be Evaluated:** CSI will monitor this through annual Accreditation and the Annual Performance Report.

**Expected Outcome:** Mountain Song Community School will be able to hire, evaluate and retain higher quality personnel due to their authority to hire their own personnel according to charter contract.

#### **22-2-112(1)(q)(I) C.R.S. Commissioner Duties - concerning the reporting of performance evaluation ratings**

**Rationale:** Mountain Song Community School will not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by this statute.

**Replacement Plan:** MSCS will not be required to report their teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to 22-11- 503.5 as this is a non-waivable statute.

**Duration:** This waiver will remain through the term of the charter contract with the school's authorizer and will be reviewed at the time of the school's charter school renewal.

**Financial Impact:** There will be no material financial impact. Potential cost savings as the requirement will reduce labor hours dedicated to state reporting.

**How the Impact will be Evaluated:** The school will evaluate annually their teacher evaluation practices to ensure the school is finding greater correlation between attributes leading to increased teacher effectiveness and hiring, observation, and coaching methods used to support teacher development against these attributes.

**Expected Outcome:** The school will demonstrate evidence of a link between human resource practices and its effective use of the school's established teacher evaluation frameworks.

#### **22-32-109(1)(n)(I) C.R.S.** Local board duties concerning school calendar

**Rationale:** Mountain Song Community School is delegated the authority from the Charter School Institute to set their school calendar in accordance with the Charter School Agreement.

**Replacement Plan:** MSCS Board shall have the following duty – To determine, prior to the end of a school year, the length of time which the school shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall the school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education. In extraordinary circumstances, if it appears to the satisfaction of the commissioner that compliance with the provisions of this subparagraph (I) would require the scheduling of hours of instruction and contact at a time when pupil attendance will be low and the benefits to pupils of holding such hours of instruction will be minimal in relation to the cost thereof, the commissioner may waive

the provisions of this subparagraph (I) upon application therefor by the board of education of the school.

**Duration:** This waiver will remain through the term of the charter contract with the school's authorizer and will be reviewed at the time of the school's charter school renewal.

**Financial Impact:** There will be no material financial impact.

**Expected Outcome:** The school will establish a calendar that is close to the local district calendar, but will have minor changes to account for particular needs within the school design (particularly around start dates to account for peculiarities with staff training).

**22-32-109(1)(n)(II)(A) and (B) C.R.S. Adopt calendar Rationale:** Mountain Song Community School should be delegated the authority from The Charter School Institute to set their school calendar in accordance with the Charter School Agreement.

**Plan:** MSCS Board shall have the following duty – Prior to the beginning of the school year, the MSCS Board shall adopt a school calendar which may be distinct from the adopted district calendar for the geographical district, but still meet the requirements of instructional time. A copy of the calendar shall be provided to the parents or guardians of all children enrolled at MSCS. Such calendar shall include the dates for all staff in-service programs scheduled for the school year. Any change in the calendar, excluding changes resulting from emergency closings or other unforeseen circumstances, shall be preceded by adequate and timely notice from the school administration of not less than thirty days.

**Duration:** This waiver will remain through the term of the charter contract with the school's authorizer and will be reviewed at the time of the school's charter school renewal.

**Financial Impact:** There will be no material financial impact.

**Expected Outcome:** The school will establish a calendar that is close to the geographical district calendar, but will have minor changes to account for particular needs within the school design (particularly around start dates to account for peculiarities with staff training).

**22-63-201 - 203, 206 C.R.S. Teacher employment, compensation and dismissal act**

**Rationale:** The Mountain Song Community School governing board, via the charter contract, 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.

**Replacement Plan:** The governing board will employ its own personnel, which includes following Highly Qualified requirements for charter schools and evaluating performance according to best practices.

**Financial Impact:** Mountain Song Community School anticipates that the requested waivers will have no financial impact upon the charter school or CSI.

**Duration of the Waivers:** This waiver should be in effect for the term of the charter contract with CSI.

**How the Impact of the Waivers Will be Evaluated:** CSI will monitor this through annual Accreditation and the Annual Performance Report.

**Expected Outcome:** Mountain Song Community School will be able to hire, evaluate and retain higher quality personnel due to their authority to hire their own personnel according to charter contract.