



Charter School Waiver Request Addendum

Contract Term: 2020/2021 – 2024/2025

Contact Information
School Name: Vista Charter School
School Address (mailing): 1810 St. Mary’s Drive, Montrose CO 81401
Charter School Waiver Contact Name: Emily MacNiven
Charter School Waiver Contact’s Phone Number: 970-249-4470
Charter School Waiver Contact’s Email: eparismac@vistacharter.org

Pursuant to the Colorado Charter Schools Act, Vista Charter School (VCS) requests waiver of certain statutory requirements of the State of Colorado as set out in the Colorado Revised Statutes. Each is identified and the rationale for each request given, as well as a replacement plan, as applicable. The waivers will enable VCS to better meet its mission, goals and objectives as well as implement of its educational program.

Automatic Waivers from State Statute:

Automatic Waiver List: Current as of 6/2/17 – Present	
State Statute Citation	Description
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 from State Statute:

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar	
Rationale:	The District calendar may not be the most effective for the VCS students and community.
Replacement Plan:	The School will work with its community to develop its own school calendar as approved by the Board and its administration, along with hours of teacher-pupil contact that meet or exceed requirements in state statute. VCS will adopt a school calendar, approved by the VCS Board. VCS will have in its calendar teacher-pupil contact hours that meet or exceed state required hours. VCS will be responsible for defining and enforcing reasonable attendance and absence policies rather than the District. The plan will meet or exceed the expectations set forth in state law.
Duration of Waivers:	We formally request the waiver be in effect for the duration of our contract with the Montrose RE-1J School District. Therefore, the waiver is requested through June 30, 2025.
Financial Impact:	VCS anticipates that the requested waivers will have no additional financial impact upon the District.
How the Impact of the Waivers Will be Evaluated:	The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome:	VCS expects that as a result of this waiver it will be able to implement its curriculum appropriately and ensure that students meet the educational and performance standards of the School.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-32-109(1)(b) — Local Board Duties concerning competitive bidding	
Rationale:	In accordance with state law, VCS will be responsible for its own contracting for goods and services.
Replacement Plan:	VCS will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the VCS Governing Board and Principal in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. VCS shall not purchase goods or services from any members of the Governing Board, an immediate family member or any member of the Governing Board nor from any entity in which any member of the Governing Board or an immediate family member of a Governing Board member may benefit from such a procurement, unless authorized by the Governing Board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. VCS reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The

Governing Board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered

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

Financial Impact: VCS anticipates that the requested waivers will have no additional financial impact upon the District.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the charter contract.

Expected Outcome: As a result of these waivers, the school will select all goods and services in accordance with the terms and conditions set forth in the charter contract. As a result of this waiver, VCS 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 contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-32-110(1)(y) — Local Board Powers – Accept Gifts and Donations

Rationale: In accordance with state law, VCS will be responsible for determining its own budget and issues associated therewith.

Replacement Plan: VCS will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its charter contract, or any ethical or conflict of interest policies of VCS.

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Financial Impact: VCS anticipates that the requested waivers will have no additional financial impact upon the District.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, VCS 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 contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-9-106 — Local Board of Education; Duties Certificated Personnel Evaluations.

C.R.S. § 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings).	
Rationale:	The School uses its own evaluation system as agreed to in the charter contract. The School’s evaluation system will continue to meet the intent of the law as outlined in statute.
Replacement Plan:	Based on clear qualifications for the teachers, principal and staff, specific evaluation procedures have been developed, implemented and will continue to be modified using the CDE model and adapted for VCS’s unique curriculum delivery method. These procedures will be approved by the VCS Governing Board and the Administrator hired by the School. Evaluation of staff will be directly tied to the School’s goals and objectives. Evaluations will be based on these primary components: (1) Formal observations, (2) Informal observations, (3) Academic and social progress of students, and (4) Achievement of the employee’s professional growth plan. The principal responsible for evaluations will be trained in the use of the system.
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Financial Impact:	VCS anticipates that the requested waivers will have no additional financial impact upon the District.
How the Impact of the Waivers Will be Evaluated:	The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the charter contract.
Expected Outcome:	With this waiver, the School will be able to implement its program and evaluate its teachers in accordance with its evaluation system and in alignment with state directives, which is designed to produce greater accountability and be consistent with the School’s goals and objectives. This will benefit staff members, students, and the community.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-63-201 — Teacher Employment Act; Compensation & Dismissal Requirement to Hold a Certificate.	
Rationale:	In accordance with state law, VCS must be granted the authority to hire teachers and principals that will support the School’s goals and objectives as determined by VCS.
Replacement Plan:	VCS should be granted the authority to hire teachers that will enable it to more effectively serve the unique group of students and program offerings. The vast majority of students who will be served by VCS are at-risk students who have failed in the traditional educational system. These students have unique needs and require specialized instructors who are specially trained to work with this population. While it is acknowledged that it is preferable to hire teachers and staff who have a Colorado certification in specific endorsement fields, VCS must not be limited to only this selection criterion. VCS must be free to select the most qualified candidates for its employment openings based on that particular job description and required expertise.

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Financial Impact: VCS anticipates that the requested waivers will have no additional financial impact upon the District.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as a whole, as per the charter contract.

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-63-202 — Teacher Employment Act; Contracts in Writing, Damage Provision

C.R.S. § 22-63-203 — Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties.

Rationale: The success of VCS in accomplishing its goals and objectives primarily rests with the expertise and personal commitment of its teachers and staff. Working with the disenfranchised student requires special skills and commitments beyond what might be needed in other educational arenas. VCS must be able to terminate employees who cannot successfully deliver its educational program.

Replacement Plan: Employment at VCS will be on an “at will” basis. Continued employment will be subject to a satisfactory performance evaluation(s) consistent with the employment policies and procedures created and adopted by the VCS Governing Board.

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Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-63-205 — Exchange of Teachers

C.R.S. § 22-63-206 — Transfer of Teachers

Rationale: VCS must be responsible for all employment decisions, and, in order to meet its unique educational goals and objectives, must not have its teachers subject to exchange or be forced to accept teachers from another school.

Replacement Plan: VCS will be responsible for all hiring, termination and exchange procedures and policies for its teachers. VCS will reasonably consider any proposed teacher exchange, but no exchange of teachers from or to the School shall be made without VCS's prior written consent.

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Financial Impact: VCS anticipates that the requested waivers will have no additional financial impact upon the District.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, VCS will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.