

## REQUESTED WAIVERS

Contact Information
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Automatic Waivers	
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: Statute Description and Rationale and Replacement Plan**

**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 school and its Principal, Head of School, or designee must have the ability to evaluate all personnel. Should the Principal, Head of School, 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 Principal or Head of School. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by 112(1)(q)(I) but will still report on in-field/out-of-field.

**Replacement Plan:** Instead, the school will use its evaluation system as agreed to in the charter contract with the Charter School Institute ("CSI"). The school's evaluation system will continue to meet the intent of the law as outlined in the statute. Staff will be trained in this evaluation system, and the methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have one of the primary goals as improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through the TSDL collection. 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 according to C.R.S. § 22-11-503.5, as this is a non-waivable statute.

**Duration of Waivers:** The waiver will extend for the duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will not financially impact CSI or the school.

**How the Impact of the Waivers Will be Evaluated:** Since teacher performance has a critical impact on the entire school's performance, this waiver's impact will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

**Expected Outcome:** If granted, the waiver will enable the school to implement its program and evaluate its teachers per its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. Tailoring the school's evaluation system to its own needs will provide significantly greater effectiveness in its evaluations. This will benefit staff members as well as students and the community.

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

**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 – Teacher Pupil Contact Hours**

**Rationale:** The school year at the school will total approximately 180 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as detailed in state law.

**Replacement Plan:** The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and the school's daily schedule will be designed by the school's Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute ("CSI") policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will not financially impact CSI or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as outlined in the charter contract.
<b>Expected Outcome:</b> As a result of this waiver, the school will be able to operate following its schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>C.R.S. § 22-63-201 Employment Certificate Required</b>
<b>Rationale:</b> The school must be granted the authority to hire teachers and principals who will support the school's 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.
<b>Replacement Plan:</b> The school will seek to attract administrators 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. Core instructional staff (K-6 <sup>th</sup> grade level teachers, along with 7 <sup>th</sup> and 8 <sup>th</sup> grade English, literature, math, history, and science) will meet, within the first two years of employment, the following guidelines outlined in the Colorado state ESSA plan, specifically (1) holding a BA or higher in the relevant subject area; (2) completing 36 semester credit hours in the subject matter in which s/he teaches; (3) passing a State Board approved content exam in the relevant subject area; or (4) obtaining a Colorado teaching license. The school will make every effort to ensure that non-core instructional staff meet core instructional staff requirements; however, final decisions will be made to hire non-core instructional staff on a best-qualified basis, even if core instructional staff requirements are not met. Special education teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and any other requirements promulgated by CDE.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will not financially impact CSI or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as outlined in the Charter Agreement.
<b>Expected Outcome:</b> As a result of this waiver, the school will be able to operate following its program and hire teachers that best fit the school's design, which is vital to the success of its program.