

APPENDIX A - Requested State Statute Waivers

The Network hereby invokes waivers of the following sections of the Colorado Revised Statutes for each of its schools; replacement policies are available for review by contacting the Network.

Automatic State Waivers.

- 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel 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 concerning employment termination of school 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)(1), C.R.S. Local board powers-Policies relating the in-service training and official conduct
- 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 and judicial review
- 22-63-401, C.R.S. Teacher Employment Act; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher Employment Act; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher Employment Act; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

Non-automatic Waivers.

The District and Network are requesting that the State Board recognize the waivers and replacement policies outlined in this Appendix apply to all Network Schools authorized by the District.

- 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) Determine teacher-pupil contact hours
- C.R.S. § 22-63-201 Employment. Certificate required
- C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
- C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
- C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers
- C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding
- C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants
- C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School readiness – Assessments
- C.R.S. § 22-32-110(1)(r) Local board powers- Excluding materials from school library
- C.R.S. § 22-32-110(1)(kk) Local board powers- electronic records or signatures
- C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School readiness – Assessment

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

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 school leader of Rocky Mountain Prep must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an administrative license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, Rocky Mountain Prep 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: Rocky Mountain Prep uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data; however, the School’s evaluation system will meet the requirements of 22-9-106, including that at least thirty percent of the evaluation is determined by the academic growth of the teacher’s students. Rocky Mountain Prep’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Rocky Mountain Prep’s evaluation system will include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. All evaluators will receive training in their school’s evaluation system. All teachers will be evaluated annually and the evaluation data will be used to inform professional development and employment decisions for teachers. Core course level participation will continue to be reported pursuant to C.R.S. 22-11-503.5, as this is a non-waivable statute. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(I), but will be required to

report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

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 this Charter School Agreement.

Expected Outcome: With this waiver, the school 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.

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

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

Rationale: The school year at Rocky Mountain Prep will total approximately 184 per year which exceeds the current requirement in state statute. Rocky Mountain Prep will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Rocky Mountain Prep will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The board of Rocky Mountain Prep will adopt its own school calendar to best meet the needs of its students and may have a calendar that will differ from the rest of the schools within the district. The final calendar and the school's daily schedule will be designed by Rocky Mountain Prep and the calendar will meet or exceed day and contact hour requirements set forth in state statute.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

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 per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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

Statutory Citation and Title:

C.R.S. § 22-32-110(1)(r) Local board powers- Excluding materials from school library

C.R.S. § 22-32-110(1)(kk) Local board powers- electronic records or signatures

Rationale: In order to manage its own operations and academic programming, STRIVE Prep must be granted the authority to develop and adopt its own rules, standards, policies and procedures, pursuant to applicable laws, on the use of electronic records or signatures. STRIVE Prep must also be granted the authority to adopt rules, standards, policies and procedures to determine what materials should be excluded from each STRIVE Prep school and school library, in the judgment of

the Chief Executive Officer of STRIVE Prep (or designee), on the basis of immoral or pernicious nature.

Replacement Plan: STRIVE Prep will be responsible for developing and adopting its own rules, standards, policies and procedures, pursuant to applicable laws, for the operation of each school, including electronic records or signatures and related policies, as required by applicable law. The Chief Executive Officer of STRIVE Prep (or designee) will be responsible for determining the appropriateness of all school and library materials, including books, magazines, papers or other publications.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

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

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

Statutory Citation and Title:

C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours

Rationale: Rocky Mountain Prep should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum required by state statute. Rocky Mountain Prep will determine the actual details of teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies, and the school may specify teacher-pupil contact hours that differ from other schools in the district.

Replacement Plan: The board of Rocky Mountain Prep will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar to best meet the needs of its students. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute. The charter school board, not the district, will set these policies regarding teacher-pupil contact hours.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

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

Statutory Citation and Title:

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

Rationale: Rocky Mountain Prep should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school leader 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. The 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.

Replacement Plan: All employees of Rocky Mountain Prep will be employed on an at-will basis. The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Rocky Mountain Prep. Rocky Mountain Prep will prioritize the hiring of in-field core content teachers (Language Arts; Math; Science; Foreign language; Social Studies [Civics, Government, History, Geography, Economics]; Arts), while retaining the ability to hire "out-of-field" teachers. All in-field teachers will at a minimum meet at least one of the following guidelines, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) holding at least a BA or higher and passing a State Board approved content exam in the relevant subject area. When hiring "out-of-field" teachers the school will hire teachers with a BA. Special Education Teachers will hold the Colorado Department of Education (CDE) requisite state license and endorsement, or be approved through Temporary Educator Eligibility (TEE) Authorization process in which case the Network/School will submit any required documentation. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

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 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.

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

Statutory Citation and Title:

C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision

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

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

Rationale: Rocky Mountain Prep should be granted the authority to develop its own employment agreements 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 at a traditional public school will be successful at Rocky Mountain Prep. In addition, Rocky Mountain Prep is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from Rocky Mountain Prep to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Rocky Mountain Prep has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at-will basis. Rocky Mountain Prep will hire teachers on a best qualified basis. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, disability, or genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

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 per 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.

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

Statutory Citation and Title:

C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding

C.R.S. § 22-32-110(1)(y) Board of Education Accepting gifts, donations, grants

Rationale: In order to manage its own budget and finances, Rocky Mountain Prep must be granted the authority to develop its own financial policies and practices.

Replacement Plan: Rocky Mountain Prep rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, Rocky Mountain Prep, rather than the District, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.

How the Impact of the Waivers Will be Evaluated: Since this area 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 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.