

### **Automatic Waivers**

22-63-402	Teacher Employment Act-Certificate required to pay teachers
22-33-104(4)	Compulsory School Attendance – Attendance policies and excused absences
22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
22-63-403	Teacher Employment Act-Describes payment of salaries
22-1-112	School Year - National Holidays
22-32-110(1)(h)	Local Board Powers-Terminate employment of personnel
22-32-110(1)(i)	Local Board Powers-Reimburse employees for expenses
22-32-110(1)(j)	Local Board Powers-Procure life, health, or accident insurance
22-32-110(1)(ee)	Local Board Powers-Employ teachers' aides and other noncertificated personnel
22-32-110(1)(y)	Local Board Powers-Accept gifts, donations, grants
22-32-109(1)(t)	Local Board Duties Concerning textbooks and curriculum
22-32-109(1)(f)	Local Board Duties Concerning selection of staff, and pay
22-32-109(1)(b)	Local Board Duties Concerning competitive bidding
22-32-126	Employment and Authority of Principals
22-32-110(1)(k)	Local Board Powers-Policies relating to inservice training and official conduct
22-63-301	Teacher Employment Act-Grounds for dismissal
22-32-109(1)(n)(II)(A)	Determine Teacher-Pupil Contact Hours

### **Non-automatic Waivers**

22-32-109(1)(n)(I)	Local Board Duties Concerning School Calendar
22-63-206	Teacher Employment Act-Transfer of teachers
22-2-112(1)(q)(I)	Commissioner-Duties (reporting performance evaluation ratings)
22-32-109(1)(n)(II)(B)	Adopt District Calendar
22-9-106	Local Board Duties Concerning Performance Evaluations
22-63-201	Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202	Teacher Employment Act - Contracts in writing, damage provision
22-63-203	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
22-1-110	Alcohol and Controlled Substance Education
22-32-134.5	Healthy Beverages Policy Required
22-32-120	Provides for Food Services
22-32-109(1)(cc)	Local Board Duties Concerning Adoption of Dress Code

**C.R.S. 22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar**

**Rationale:** The School must be able to develop and adopt a school calendar that meets its educational goals and the needs of its constituency.

**Replacement Plan:** A finalized calendar and school day schedule for the School will be officially adopted annually after input from relevant stakeholders is considered and thoughtful assessment of the needs of the school is completed. The calendar and schedule will be publicly available and publicized to the school community.

**Duration of the Waivers:** The School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will be able to develop and adopt a school calendar and schedule that best fits the school's mission and the needs of its community.

**C.R.S. § 22-63-206 Teacher Employment Act-Transfer of teachers**

**Rationale:** The Charter Schools Act requires that a charter school be responsible for its own personnel matters, which includes teacher transfers.

**Replacement Plan:** The School will oversee the making of staff assignments and transfers will be based on its needs and educational goals. Staff will not be assigned to positions for which they are not determined by the School to be qualified.

**Duration of the Waivers:** The School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waiver will be evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** The School expects that, as a result of this waiver, it will have the flexibility needed to properly manage its personnel to meet the educational mission of the school.

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

**Rationale:** In order for the schools to function according to their unique needs and design, evaluation tools and systems must be developed and adopted that match the educational program of the schools.

**Replacement Plan:** The School will oversee the evaluation for all staff in accordance with its policies. The evaluation system will be modified, as needed, to fit the needs of the schools in achieving its goals.

**Duration of the Waivers:** The School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** With this waiver, the School will be able to implement its unique educational program and evaluate staff in a manner that is consistent with that program and produces greater accountability to the school. This alignment will benefit staff members, as well as students and the community.

**C.R.S. 22-32-109(1)(n)(II)(B) Adopt District Calendar**

**Rationale:** The School must be able to develop and adopt a school calendar that meets its educational goals and the needs of its constituency.

**Replacement Plan:** A finalized calendar and school day schedule for the School will be officially adopted annually after input from all relevant stakeholders is considered and thoughtful assessment of the needs of the school is completed. The calendar and schedule will be publicly available and publicized to the school community.

**Duration of the Waivers:** The School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will be able to develop and adopt a school calendar and schedule that best fits the school's mission and the needs of its community.

#### **C.R.S. § 22-9-106 Local Board of Education Duties Concerning Performance Evaluations**

**Rationale:** In order for the schools to function according to their unique needs and design, evaluation tools and systems must be developed and adopted that match the educational program of the schools.

**Replacement Plan:** The School will oversee the evaluation for all staff in accordance with its policies. The evaluation system will be modified, as needed, to fit the needs of the schools in achieving its goals.

**Duration of the Waivers:** The School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** With this waiver, the School will be able to implement its unique educational program and evaluate staff in a manner that is consistent with that program and produces greater accountability to the school. This alignment will benefit staff members, as well as students and the community.

**C.R.S. § 22-63-201 Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate**

**Rationale:** The Charter Schools Act requires that the School be responsible for its own personnel matters. The School will be solely responsible for overseeing the selection, supervision, discipline, compensation, and termination for staff.

**Replacement Plan:** The School will ensure that staff working in the school are the most qualified to implement the educational program and fulfill the educational mission of the school. In order to attract the most qualified, it may be beneficial for the School to be able to have teachers who don't hold a certificate, but who possess unique background and/or skills, or fill a need for the school.

**Duration of the Waivers:** the School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** the School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waiver will be evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will be able to attract the most qualified applicants for a position. The School will be able to oversee the employment of professional staff that possess unique skills, and/or backgrounds, needed to meet the unique educational program of the school.

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

**Rationale:** The Charter Schools Act requires the School to be responsible for its own personnel matters. The School will be responsible for its own personnel matters, including overseeing the employment of staff and the terms and conditions of employment, policies, rules and regulations, and termination procedures. The success of the school will depend in large part upon its ability to select the best staff, and terminate staff members should they not perform in accordance with the goals and objectives of the school. School staff will be employed on an at-will basis.

**Replacement Plan:** The School will be responsible for overseeing these matters. Specific policies and procedures for termination will be developed and regularly reviewed. Any disciplinary or termination actions will follow all applicable state and federal laws, including those related to unlawful harassment and discrimination.

**Duration of the Waivers:** The School requests the waiver be granted for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the school will be able to properly manage its own personnel in a manner that maximizes its ability to meet the educational mission and goals of the school.

<b>C.R.S. § 22-63-203 Teacher Employment Act-Requirements for probationary teacher, renewal &amp; nonrenewal</b>
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**Rationale:** The Charter Schools Act requires the School to be responsible for its own personnel matters. The School will be responsible for its own personnel matters, including overseeing the employment of staff and the terms and conditions of employment, policies, rules and regulations, and termination procedures. The success of the school will depend in large part upon its ability to select the best staff, and terminate staff members should they not perform in accordance with the goals and objectives of the school. School staff will be employed on an at-will basis.

**Replacement Plan:** The School will be responsible for overseeing these matters. Specific policies and procedures for termination will be developed and regularly reviewed. Any disciplinary or termination actions will follow all applicable state and federal laws, including those related to unlawful harassment and discrimination.

**Duration of the Waivers:** The School requests the waiver be granted for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the school will be able to properly manage its own personnel in a manner that maximizes its ability to meet the educational mission and goals of the school.

### **C.R.S. 22-1-110 Alcohol and Controlled Substance Education**

**Rationale:** The School is granted the authority to determine the educational program for the school through an automatic waiver of C.R.S. § 22-32-109(1)(t). Consistent with this waiver, the School should have the authority to establish and maintain appropriate standards for the education program, texts, and materials acceptable in its school.

**Replacement Plan:** The School will include instruction on the effect and use of alcohol and controlled substances. The School will meet the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education.

**Duration of the Waiver:** The School requests that the waivers be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will experience an enhanced educational program by being able to administer the school program keeping with the philosophy and mission of the School.

### **C.R.S. 22-32-134.5 Healthy Beverages Policy Required**

**Rationale:** The School will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the charter contract.

**Replacement Plan:** The School encourages its students having the freedom and opportunity to make healthy lifestyle choices, as part of its mission to develop independent students with good character and virtue. The School will adopt its own policies concerning healthy environments and education for children that meet or exceed the intent of the law. The Board of Directors of the School will adopt policies and the Principal or designated head of school of the School will prescribe rules and regulations to meet the intent of promoting healthy lifestyles among its students. The School will meet federal standards related to this statute.

**Duration of the Waiver:** the School requests that the waivers be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will set its own policies in keeping with the philosophy and mission of the School.

<b>C.R.S. 22-32-120 Provides for Food Services</b>
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**Rationale:** The School will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the charter contract.

**Replacement Plan:** The School encourages its students having the freedom and opportunity to make healthy lifestyle choices, as part of its mission to develop independent students with good character and virtue. The School will adopt its own policies concerning healthy environments and education for children that meet or exceed the intent of the law. The Board of Directors of the School will adopt policies and the Principal or designated head of school of the School will prescribe rules and regulations to meet the intent of promoting healthy lifestyles among its students. The School may contract with school food authorities and food vendors to provide meals to students. The School will meet federal meal program requirements related to this statute.

**Duration of the Waiver:** The School requests that the waivers be for the duration of its charter contract.



**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will set its own policies in keeping with the philosophy and mission of the School.

<b>C.R.S. 22-32-109(1)(cc) Local Board Duties Concerning Adoption of Dress Code</b>
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**Rationale:** The School will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the charter contract.

**Replacement Plan:** The School encourages its students having the freedom and opportunity to make healthy lifestyle choices, as part of its mission to develop independent students with good character and virtue. The School will adopt its own policies concerning healthy environments and education for children, including an appropriate dress code, that meet or exceed the intent of the law. The Board of Directors of the School will adopt policies and the Principal or designated head of school of the School will prescribe rules and regulations to meet the intent of promoting healthy lifestyles among its students.

**Duration of the Waiver:** The School requests that the waivers be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

**Expected Outcome:** As a result of this waiver, the School will set its own policies in keeping with its philosophy and mission.

## **22-7-1014(2)(a) Preschool individualized readiness plans--school readiness--assessments**

**Rationale:** The School is responsible for proper assessment of the readiness of incoming kindergarten students and to develop individualized plans for meeting the needs of those incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals as established in its charter application and contract.

**Replacement Plan:** The School will utilize its own assessments, including observation, one on one discussions between student and teacher, best practices, and research-based, nationally recognized assessments tailored to the student to gauge and track the school readiness of each student.

### **1. Physical well-being and motor development**

- a. Students participate in regular and appropriate instruction in physical education that meet or exceed State standards.
- b. Students participate regularly in music and/or arts instruction that meets or exceeds State standards.
- c. Students are assessed on motor skills and development throughout the year.
- d. Physical well-being and motor development is assessed through a combination of live online sessions and a thorough personal discussion with parents modeled after the Teaching Strategies Gold model. Live sessions allow teachers to observe and students to demonstrate fine motor skills, object manipulation, focus, and writing. These sessions, in combination with a lengthy, thorough discussion with parents about recent student experiences and other qualitative information, give Kindergarten teachers a clear view of student physical well-being and motor development.
- e. Teachers assess each component of school readiness utilizing observations, one-on-one interactions, samples of student work, and other relevant evidence of a student's progress. This evidence is compiled and regularly reviewed by the teacher.
- f. Assessment information is gathered by observation protocols, which include being objective, listening, observation at regular intervals, observation at different times and situations, documenting what is observed, providing feedback, and incorporating data into interventions, based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.
- g. Interventions are conducted to address any concerns or they are referred to the appropriate professional for remediation attempts, and are documented.

## **2. Social and emotional development**

- a. Students are regularly assessed in social-emotional development.
- b. Students participate in character education classes throughout the year and receive direct instruction on developmentally appropriate behaviors in and out of the classroom.
- c. Student progress and any needs in these areas are assessed, as possible, through observation by the classroom teacher in close collaboration with parents and other professionals.
- d. Social and emotional development is assessed with a combination of live online sessions and lengthy personal discussions with parents. Live sessions allow students to demonstrate and teachers to observe kindergartners' interactions with their peers, sharing (rights vs. needs), and solving social dilemmas. Discussions between parents and teachers assess basic needs and social cues, giving teachers a solid overall view of the students' social and emotional development.
- e. Teachers assess each component of school readiness utilizing observations, one-on-one interactions, samples of student work, and other relevant evidence of a student's progress. This evidence is compiled and the data is regularly reviewed by the teacher to assess the student's progress.
- f. Assessment information is gathered by observation protocols, which include being objective, listening, observation at regular intervals, observation at different times and situations, documenting what is observed, providing feedback, and incorporating data into interventions, by the teacher based on appropriate developmental guidelines and Colorado State Standards.
- g. Interventions are conducted to address any concerns or they are referred to the appropriate professional for remediation attempts, and are documented.

## **3. Language and comprehension development**

- a. Students are regularly assessed to determine their language and comprehension development including through reading aloud, writing samples, demonstration of phonemic awareness and phonics.
- b. Using I-Ready, a research-based adaptive assessment tool will be used for measuring language and comprehension development. This assessment tool is administered to all students at the beginning of the year to establish a benchmark then in the middle and end of the year to track growth throughout the year.
- c. Teachers assess each component of school readiness utilizing observations, one-on-one interactions, samples of student work, and other relevant evidence of a student's progress. This evidence is compiled and regularly reviewed by the teacher.
- d. Assessment information is gathered by observation protocols, which include being objective, listening, observation at regular intervals, observation at different times and situations, documenting what is observed, providing feedback, and incorporating data into interventions, by the teacher based on

appropriate language and comprehension development guidelines and Colorado State Standards.

- e. RTI assessments are conducted to address any concerns or determine if a student needs to be referred to the appropriate professional for remediation attempts, and are documented.

#### **4. Cognition and general knowledge**

- a. Students receive regular instruction and formal and informal assessment in broad content areas, including math, history and science. Students participate regularly in activities and projects, which require a demonstration of their cognitive abilities and general knowledge.
- b. Students are assessed on cognition and general knowledge acquisition throughout the year through both formative and summative assessments, including standardized assessments.
- c. Kindergartner's cognition and general knowledge is assessed by a combination of the completion of the I-Ready diagnostic assessment (administered beginning, middle, and end of the year), continuous offline and online assessments and checkpoints, and a comprehensive discussion with parents. The completion of I-Ready, which is a scientifically proven and research based assessment, gives teachers data on student problem solving, focus, and connections, including in both reading and math. In addition, teachers have extensive conferences with parents about I-Ready results, as well as student general knowledge, which gives teachers additional information about a student's cognitive development.
- d. I-Ready assessments leverage advanced technology to provide a deep, customized evaluation of every student and to track student growth and performance consistently and continuously over a student's entire K–12 career. By dynamically adapting, based on student response patterns, I-Ready is an adaptive assessment that is able to derive large amounts of information from a limited number of test items. This allows the assessments to more accurately and more efficiently pinpoint students' needs as compared to traditional fixed-form tests.
- e. Based on the assessment results, I-Ready automatically provides individualized online and teacher-led instruction targeted to each student's unique needs. In addition, easy-to-read reports provide teachers with a detailed action plan for individual and group instruction and the tools to deliver that instruction in any style learning environment.
- f. Assessment information is also gathered from formal curriculum assessments in various subjects and classroom teacher observations based on appropriate developmental guidelines and State Standards.
- g. Interventions are conducted to address any concerns or they are referred to the appropriate professional for remediation attempts, and are documented.

**Duration of the Waiver:** The School requests that the waiver be for the duration of its charter contract.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on the district or the school.

**How the Impact of the Waiver will be Evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the charter contract.

**Expected Outcome:** With this waiver, the School will be able to align the school readiness assessment and individualized plans to the principles, curriculum, and educational goals specific to the School as defined in its charter school contract. This alignment will save teachers valuable time, and lead to a more streamlined experience for the students. It will also provide more usable data to teachers for educating each individual student in accordance with the school's mission.