

## Automatic Waivers from State Statutes

<b>Charter School Automatic Waivers as of 6/2/17</b>	
<b>Statutory Citation</b>	<b>Description</b>
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff 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-Terminate employment of 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), 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)	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
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

### **Non-Automatic Waivers from State Statutes**

New Summit Charter Academy plans to request the following non-automatic waivers from state statutes:

#### **Evaluations**

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:** New Summit is a unique school and must be able to develop and adopt an evaluation system that meets its educational goals.

**Replacement Plan:** The school and its Principal or designee must have the ability to perform the evaluation of all personnel. Should 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. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I). Instead, the school will use its own evaluation system as agreed to in the charter contract with the District. The school's evaluation system will continue to meet the intent of the law as outlined in 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 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.* The school will not be required to report its 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 C.R.S. § 22-11-503.5, as this is a nonwaivable statute.

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

**Financial Impact:** No significant impact on the budget of the school or district.

**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 New Summit, as set forth in its charter application and contract.

**Expected Outcome:** As a result of this waiver, New Summit 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.

### **School Calendar**

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)(A) Determine Teacher Pupil Contact Hours

C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

**Rationale:** New Summit is a unique school and must be able to develop and adopt a school schedule and calendar that meets its educational goals and the needs of its constituencies.

**Replacement Plan:** The school year at NSCA will total approximately 166 days per year, which exceeds the current contact hour requirement in state statute. 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 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 expectations in state statute. To the extent possible, the school will endeavor to develop a calendar that aligns with the District calendar. A tentative school calendar is included in Appendix J.

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**Financial Impact:** No significant impact on the budget of the school or district.

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### **Teacher Licensure**

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

**Rationale:** New Summit is a unique school and must be able to develop and adopt school policies for hiring teachers that best fit the academic needs of the school.

**Replacement Plan:** The school must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The principal 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 principals 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. The school will also hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of the school. All teachers hired will have at least a Bachelor's degree and will be Highly Qualified.

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**Financial Impact:** No significant impact on the budget of the school or district.

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**Expected Outcome:** As a result of this waiver, New Summit 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.

### **Teacher Employment, Compensation, and Dismissal**

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 Transfer of teachers

**Rationale:** New Summit is a unique school and has the statutory authority and obligation to manage its own personnel matters.

**Replacement Plan:** In order to manage its own personnel, the school must be granted the authority to select its own teaching staff, 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. All employees of the School will be employed on an at-will basis. 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. No other school nor the District should have the authority to transfer its teachers into the School or transfer teachers from the school to any other schools.

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**Financial Impact:** No significant impact on the budget of the school or district.

**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 New Summit, as set forth in its charter application and contract.

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### **Kindergarten Readiness**

C.R.S. § 22-7-1014(2)(a) Preschool individualized readiness plans--school readiness--assessments

**Rationale:** New Summit is a unique school with a unique educational program, and needs the ability to develop its own readiness assessments.

**Replacement Plan:** The school will be 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. The school will utilize its own assessments, including the assessment utilized by its authorizing School District, observation, one on one discussions between student and teacher, and other research-based, nationally recognized assessments tailored to the student to gauge and track the school readiness of each student in the areas of social emotional development, physical

well-being, language and comprehension development, cognitive development and general knowledge. The assessment will be administered within the first 60 days and will not be used to retain students.

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**Financial Impact:** No significant impact on the budget of the school or district.

**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 New Summit, as set forth in its charter application and contract.

**Expected Outcome:** As a result of this waiver, New Summit 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.

### **School Operations**

C.R.S. § 22-32-110(1)(y) Accept gifts, grants, donations

C.R.S. § 22-32-109(1)(b) Competitive Bidding

**Rationale:** New Summit is a unique school and needs to ability to operate with the autonomy, flexibility, and authority granted it through the Charter Schools Act.

**Replacement Plan:** The school will be responsible for developing and regularly reviewing/updating policies that align with the intent of §22-32-109(1)(b) and §22-32-110(1)(y) for determining acceptance of gifts, grants, and donations and also determining its policies for competitive bidding.

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

**Financial Impact:** No significant impact on the budget of the school or district.

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**Expected Outcome:** As a result of this waiver, New Summit 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.