

## NON-AUTOMATIC WAIVERS

State Statute Citation	Description
C.R.S. § 22-9-106	Local Boards of education—duties—performance evaluation system—repeal and School District Personnel Performance Evaluation Council's duties.
C.R.S. § 22-9-107	
C.R.S. § 22-2-112(1)(q)(I)	Commissioner-Duties (reporting performance evaluation ratings)
C.R.S. § 22-32-109(1)(n)(I)	Local Board Duties Concerning Teacher-Pupil Contact Hours
C.R.S. § 22-32-109(1)(n)(II)(A)	Teacher-Pupil Contact Hours
C.R.S. § 22-32-109(1)(n)(II)(B)	Adopt District calendar
C.R.S. § 22-63-201	Employment - license required - Exception
C.R.S. § 22-63-202	Teacher Employment Act - Contracts in writing, damage provision
C.R.S. § 22-63-203	Teacher Employment Act-Requirements for probationary teacher.
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-204	Employment – Interest prohibited
C.R.S. § 22-63-103 (10)	Teacher Employment, Compensation, and Dismissal
C.R.S. § 22-32-109.8	Fingerprinting

**1.1 C.R.S. § 22-9-106 and C.R.S. § 22-9-107: Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties**

These statutes allow a charter school to implement their own performance evaluations and not to have to report those evaluation ratings.

**Rationale:** GOAL Academy's ("GOAL") administration must have the ability to perform the evaluations of all personnel. Should the administration not have a Type D certificate, this should not preclude him or her from administering the evaluations. The GOAL Board must also have the ability to evaluate its Chief Executive Officer. Additionally, GOAL 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).

**Plan:** GOAL will use its own evaluation system as agreed to in the charter contract with D49 and therefore should not be required to report their teacher evaluation data. GOAL's evaluation system will continue to meet the intent of the law as outlined in the statute. The methods used for GOAL'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 SB 10-191. Also, the evaluation data will be used to inform professional development decisions for each teacher. 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.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

**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 GOAL, as set forth in the charter contract.

**Expected Outcome:** With this waiver, GOAL will be able to implement its program and evaluate its teachers in a manner that produces greater accountability to the school. This will benefit staff members as well as students and the community.

**Duration of the Waivers:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

2. **C.R.S. § 22-32-109(1)(n)(I), C.R.S. § 22-32-109(1)(n)(II)(A), and C.R.S. § 22-32-109(1)(n)(II)(B): School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.**

**Rationale:** GOAL will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will comply with state requirements.

**Replacement Plan:** A finalized calendar and school day for GOAL (including teacher-pupil contact hours) will be officially adopted each year by the Board of GOAL that meets the requirements set forth in statute.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

**How the Impact of the Waivers Will Be Evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to GOAL as set forth in the charter contract.

**Expected Outcome:** As a result of this waiver, GOAL will be able to operate under its own schedule, which is vital to the success of its program.

**Duration of the Waiver:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

3. **C.R.S. § 22-63-201: Employment - license required – Exception**

**Rationale:** GOAL's administration will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, regulations, and providing its own training. Therefore, GOAL requests that these statutory obligations are waived, and the duties are delegated from the D49 Board of Education to the GOAL Chief Executive Officer and Governing Board. The success of GOAL depends in large part on its ability to select, employ, pay, train, and direct its own staff.

**Replacement Plan:** All GOAL staff will receive an offer of employment letter and a copy of the GOAL Employee Handbook, which details the procedures and policies that will govern their employment at GOAL. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood GOAL's employment policies. These policies will meet or exceed state requirements, including a requirement that teachers demonstrate that they are in-field, defined as follows: a teacher is in-field if she or he meets at least one of the following criteria: 1) Holds a BA or higher in the relevant subject area; 2) has completed 36 semester credit hours in the subject matter to be taught; or 3) has a passing score on a State Board approved content exam in the relevant subject area.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

**How the Impact of the Waivers Will Be Evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to GOAL as set forth in the charter contract.

**Expected Outcome:** As a result of these waivers, GOAL will be able to employ professional staff possessing unique skills and/or backgrounds, filling all staff needs.

**Duration of the Waiver:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

#### 4. C.R.S. § 22-63-202 and C.R.S. § 22-63-203

**C.R.S. § 22-63-202:** Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

**C.R.S. § 22-63-203:** This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

**Rationale:** GOAL should be delegated the authority from D49 to develop its own employment agreements and terms and conditions of employment. GOAL 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 in a traditional public school will be successful at GOAL. Almost all employees of GOAL will be employed on an at-will basis using employment agreements that comply with all statutory requirements.

**Replacement Plan:** A GOAL specific employment agreement which requires annual renewal and addresses payment of salaries upon termination of employment of a teacher will be used. Said agreement would follow GOAL Board Policies.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on D49's budget and will have a positive impact on GOAL's budget.

**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 GOAL, as per the charter contract.

**Expected Outcome:** As a result of these waivers, GOAL will be able to employ professional staff possessing unique skills and/or backgrounds, filling all staff needs.

**Duration of the Waivers:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

**5.C.R.S. § 22-63-206: Teacher Employment, Compensation, and Dismissal Act (substantive); Permits transfer of teachers between schools upon recommendation of District's chief administrative officer.**

**Rationale:** GOAL has been granted the authority under their charter contract to select its own teachers. D49 should not have the authority to transfer its teachers into GOAL, or transfer teachers from GOAL to other D49 schools.

**Replacement Plan:** GOAL will hire teachers on a "best qualified" basis. Teachers who wish to transfer from GOAL may follow D49 procedures.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

**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 GOAL, as per the charter contract.

**Expected Outcome:** GOAL expects that as a result of this waiver it will be able to manage its own personnel affairs, consistent with the terms of the charter contract and the Colorado Charter School Act.

**Duration of the Waiver:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

**6. C.R.S. § 22-63-204: Employment – Interest prohibited**

**Rationale:** As provided for in the Charter Contract, all staff employed at GOAL are employees of GOAL and not of D49. As a result, the authority of the employing board to provide written consent in these matters should be transferred to GOAL.

**Replacement Plan:**

**Replacement Plan:** The GOAL Board will use its own policies consistent with the Charter Contract .

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on D49's budget and will have a positive impact on the GOAL budget.

**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 GOAL, as per the charter contract.

**Expected Outcome:** As a result of the waiver, the GOAL Board will have the latitude to raise and expend funds as needed and will be able to act more quickly while maintaining accountability.

**Duration of the Waiver:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

**7.C.R.S. § 22-63-103 (10): Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher;** This section describes a substitute teacher and the qualifications of such.

**Rationale:** Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.

**Replacement Plan:** The GOAL administration shall have the authority to select part-time and substitute teachers.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

**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 GOAL, as per the charter contract.

**Expected Outcome:** As a result of this waiver, GOAL will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

**Duration of the Waivers:** GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.

8. **C.R.S. §22-32-109.8 and C.R.S. § 22-32-109.9:** Require Boards of Education to make certain inquiries and background checks before hiring applicants; requires the Board of Education to investigate allegations of child or sexual abuse; requires the applicant to submit fingerprints and certify no convictions; provide for district to require certified personnel to submit fingerprints in certain instances.

**Rationale:** GOAL will hire its own employees and therefore should be delegated the responsible from its authorizer to comply with these provisions for its own employees so that all required inquiries and, background checks can be conducted in a timely and efficient manner.

**Replacement Plan:** GOAL will conduct all inquiries and background checks in compliance with these statutes before hiring new employees.

**Financial Impact:** GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

**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 GOAL, as per the charter contract.

**Expected Outcome:** As a result of these waivers, GOAL will be responsible for completing its own background checks.

**Duration of the Waivers:** GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2021.