

The GOAL Academy previously requested from the Colorado Falcon School District 49 a series of waivers. The following section provides the specific statute for reference, an overview and description, rationale, financial impact, and expected outcomes. The GOAL Academy believes strongly that the waiver requests are warranted as we wish to serve a currently under-served population of Colorado students, whom if given the opportunity may begin a new chapter of success as productive Colorado Citizens. It is presumed that waivers granted by CSI would be likewise approved by Falcon District 49.

**The parties request the following waivers with the understanding that, even if granted, the GOAL Academy, herein also referred to as the “Charter School”, is subject to limitations on its authority by virtue of its contract with Falcon School District 49, which will remain in full force and effect. Delegation waivers are requested from the State Board of Education only to the extent that such delegations made in the contract from Falcon School District 49 to the Charter School would be deemed to be impermissible without such waivers.**

**The GOAL Academy requests the following Waivers from Colorado Statutes:**

<u>STATUTE</u>	<u>DESCRIPTION</u>
Designation as an Alternative Education Campus & waiver of SAR Report	This section requires schools to provide achievement data per a SAR (School Accountability Report) Data is still reported under the waiver, but in a different format and title
Section 22-7- 604.5 CRS 2005	

Rationale: The Charter School believes it will meet the requirements specified in statute and will be requesting designation as a Alternative Education Campus. Per statute, the GOAL Academy expects that 95% or more of its student population will be deemed “high risk” per state definition. In its current operation within DPHH, The GOAL Academy estimates that approximately 96% of its current student population meets one or more of the “high risk” criteria under state designated Student Population Characteristics.

Duration of the Waivers: The Charter School requests the waiver be for the duration of its contract with Falcon School District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2013.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon the Falcon School District 49 or the Charter School budget.

How the Impact of the Waivers will be Evaluated: The waiver’s impact can be measured by the specific Student Population Characteristics and attendance data.

Expected Outcome: With this Waiver, GOAL Academy expects to concentrate its efforts on reaching a population of students as defined under the statute as “high-risk” as meeting one or more factors of the Student Population Characteristics. GOAL Academy believes that this population of students is under-served in public schools, and the alternative delivery method will provide an avenue of academic success.

<u>STATUTE</u>	<u>DESCRIPTION</u>
Defining Institutions of higher-Education and where PSEOA Funding may be applied	Schools may not apply PSEOA funds to for-profit institutions of higher-ed

Section 22-35-103 (e) CRS 2005

Rationale: The Charter School is requesting this waiver due to its need to establish articulation agreements with for-profit institutions. Example: Students wishing to take courses at Colorado Technical University would not be funded under the PSEOA statute. The Charter School wishes to afford every opportunity and avenue to its proposed “high-risk” population.

Duration of the Waivers: The Charter School requests the waiver be for the duration of its contract with Falcon School District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2013.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon the Falcon School District 49 or the Charter School budget.

How the Impact of the Waivers will be Evaluated: The greater number of students that enroll in institutions of higher education (profit or non-profit) will give insight into the waiver’s impact upon student enrollment and retention.

Expected Outcome: With this Waiver, GOAL Academy expects to see a larger number of student enrolled and a greater number of students taking advantage of the PSEOA as authorized under state statute. Having those student defined as “high-risk” re-entering high school and then an institution of higher-education and becoming productive citizens can be realized.

STATUTE	DESCRIPTION
Age and grade level requirements of those Enrolled in higher-ed courses	Students must be under age 21 but must have attained junior or senior grade status prior to enrolling in higher-ed and receiving PSEOA funding

Section 22-35-104 (1) CRS

Rationale: The Charter School is requesting this waiver due to a growing population of students who have achieved both the academic and mental maturity to take college level courses at the freshman or sophomore level. Parallel to that, GOAL Academy wishes to re-engage students who dropped out from public education and did not obtain a high school diploma, but are over age 21.

Duration of the Waivers: The Charter School requests the waiver be for the duration of its contract with Falcon School District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2013.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon the Falcon School District 49 or the Charter School budget.

How the Impact of the Waivers will be Evaluated: The greater number of students that enroll in institutions of higher education (profit or non-profit) will give insight into the waiver’s impact upon student enrollment and retention.

Expected Outcome: With this Waiver, GOAL Academy expects to see a larger number of student enrolled and a greater number of students taking advantage of the PSEOA as authorized under state statute. Having those student defined as “high-risk” re-entering high school and then an institution of higher-education and becoming productive citizens can be realized.

<u>STATUTE</u>	<u>DESCRIPTION</u>
<p><u>Certified Personnel Evaluations</u> Local Board of Education duties  (Substantive waivers)</p>	<p>This section requires school districts to have written system and related procedures to evaluate the performance of school District certified personnel.</p>

Rationale: The Charter School will be responsible for its own personnel matters including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School Agreement. The GOAL Academy will be responsible for conducting performance reviews in accordance with the Charter School’s principles of accountability described in the Staff Handbook (attached).

Replacement Plan: The Charter School’s Performance Appraisal System will be outlined and approved by the Board of Directors.

Duration of the Waivers: The Charter School requests the waiver be for the duration of its contract with Falcon School District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2013.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon the Falcon School District 49 or the Charter School budget.

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 Charter School, as set forth in the Charter School Agreement.

Expected Outcome: With this Waiver, the Charter School will be able to implement the GOAL Academy program and evaluate its teachers in accordance with the Charter School system, which is designed to produce greater accountability. This will benefit staff members as well as students and the community.

<u>STATUTE</u>	<u>DESCRIPTION</u>
<p>Boards of Education-specific duties 22-32-109(1) (f)</p>	<p>Requires the Board of Education to employ all personnel and fix their compensation.</p>
<p>22-32-109 (1) (x)</p>	<p>Requires the Board of Education to adopt written rules and regulations for mandatory</p>

22-32-109 (1) (z)	procedures to be followed in instances of assault upon school employees. Requires the Board of Education to provide in-service training.
22-32-110 (1) (i)	Authorizes Board of Education to reimburse employees for expenses.
22-32-110 (1) (j)	Grants power to Board of Education to procure group life, health or accident insurance for employees.
22-32-110 (1) (k)	Grants Board of Education power to adopt written policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, official conduct and welfare of employees.
22-32-110 (1) (ee)	Authorizes Board of Education to employ teacher aides and non-certificated personnel.
Principals – employment and authority 22-32-126	Authorizes Board of Education to employ principals.

(Delegation waivers)

Rationale: The Charter School will be responsible for its own personnel matters including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the Charter School requests that these statutory duties be waived or delegated from the Board of Education to the Board of Directors of the GOAL Academy. The success of the Charter School will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with the charter School Agreement and the Management Agreement. (See the sections in the Application- Governing Body, Administrative Structure and the Staff Handbook (attached).

Replacement Plan: The Charter School will be responsible for these matters rather than the District. A sample of the type of teacher contract that will be used in the GOAL Academy is attached. The GOAL Academy will develop our own In-service Training Plan. The Executive Director/CEO and or designated school leader and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Falcon School District 49. The Charter School must operate within its budget and the cost of employing staff has been included in that budget.

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 the Charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the Charter School will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

<u>STATUTE</u>	<u>DESCRIPTION</u>
Board of Education-specific duties Board's duty to prescribe length 22-32-109 (1) (n) (I)	of school year and hours of teacher-pupil instruction and contact, and to adopt a calendar.

Rationale: The school year in the Charter School (as it is primarily an online program) will commence on or about August 01, 2008 and end on or about August 01, 2009 totaling approximately 365 per year. The Charter School will prescribe its own school calendar and hours of teacher-pupil contact. An essential element of the Charter School design being a flexible schedule to accommodate learners at every grade. In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the Charter School fall below the state minimum requirements described in C.R.S. 22-32-109 (1) (m) (II) (A) and elsewhere in Colorado statutes. This authority is instrumental to the success of the Charter School Program.

Replacement Plan: Drafts of the Charter School Calendar and the Charter School Day are attached.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Falcon School District 49. The Charter School must operate within its budget, which has been developed under the assumption that these waivers will be granted.

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 the Charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the Charter School will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

<u>STATUTE</u>	<u>DESCRIPTION</u>
Board of Education-specific duties 22-32-109 (1) (w) (delegation waiver)	Board of Education's duty to adopt a written conduct and discipline code.
22-32-110 (2) (delegation waiver)	
Suspension, expulsion and denial of admission 22-33-105	Authorizes Board of Education to suspend, expel and deny admission to students.

(delegation waiver)

Rationale: The District has granted the Charter School the authority to establish its own student discipline and conduct code, and to suspend and expel students from the Charter School according to our own policy, as long as this policy is in accordance with State and Federal Laws.

Replacement Plan: The Charter Application describes an overview of our discipline code.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The objective of these waivers is to allow the Charter School to create a safe and productive atmosphere for student learning. Therefore, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement.

Expected Outcome: The Charter School expects that as a result of these waivers it will be able to hold students more directly accountable for their conduct and ensure a safe and productive learning environment for students.

STATUTE

Compulsory School Attendance  
22-33-104 (4)  
Enforcement of Compulsory  
School Attendance

DESCRIPTION

Local Board of Education duty to commence proceedings to enforce the compulsory school attendance law; review procedure for parents to challenge Board of Education decision concerning compulsory school attendance.

Judicial Proceedings  
(delegation waivers)

Requires the Board of Education to adopt a written policy setting forth the District’s attendance requirements and to appoint an attendance officer.

Rationale: The Charter School will have a longer school day and year than the other schools in the District. Therefore, the Charter School will also have to have a different compulsory school attendance policy. The Charter School should be allowed to designate a staff member(s) to be responsible for attendance.

Replacement Plan: The Charter School Board of Directors will establish its own attendance policy, which will meet or exceed all state requirements. The Charter School should be responsible for enforcing the compulsory attendance law with respect to those students attending the Charter School.

Duration of the Waiver: The Charter School requests that the waivers be granted for the duration of its contract with the Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: The Charter School expects that as a result of the waivers it will be able to attain or exceed its attendance goals which are aligned with state and district objectives as set forth in the application and the Charter School Agreement.

STATUTE

Board of Education-specific duties  
22-32-109 (1) (t)  
(delegation waiver)

DESCRIPTION

Grants board of education authority to determine educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The Colorado Falcon School District 49 has granted to the Board of Directors of the Charter School the authority to determine the educational program and textbooks to be used in the Charter School. The Falcon School District 49 retains the right of final approval of the educational program.

Replacement Plan: The Charter School Design is detailed in the Charter Application and the specific curricular standards for the 9-12 Charter are detailed in the application and in the attachments.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Falcon School District 49..

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement.

Expected Outcome: The Charter School expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the Charter School standards.

STATUTE

DESCRIPTION

Board of Education-specific duties  
22-32-109 (1) (b)

Grants board of education authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: The Charter 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 School Agreement.

Replacement Plan: The Board of Directors of the Charter School will adopt policies and the Executive Director/CEO of the Charter School will prescribe rules and regulations.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: The Charter School expects that as a result of these waivers it 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.

STATUTE

DESCRIPTION

Employment contracts-  
Contracts to be in writing duration  
damage provision

Requires written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

Payment of Salaries

Governs payment of salaries upon termination of employment of a teacher.

Probationary Teachers -  
 Renewal and non-renewal of  
 Employment contract  
 22-63-203  
 (substantive waivers)

Provides for contract with probationary  
 teachers and allows for non-renewal and  
 renewal of employment contract.

Rationale: The Charter School should be granted the authority to develop its own employment contracts and terms and conditions of employment. The Charter School, in operation for a period of 5 years, should not be required to give tenure and probationary periods to teachers. The Charter School will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in the Charter School.

Replacement Plan: The Application has a sample of a Charter School Teacher Contract and the Staff Handbook outlines standards of employment.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: The Charter School expects that as a result of these waivers it will be able to operate its educational program in a more efficient and productive manner, and will be accountable for the performance of teachers and students in the charter school.

STATUTE

DESCRIPTION

Transfer – compensation  
 Permits transfer of teachers between schools  
 (substantive waiver)

upon recommendation of district’s chief  
 administrative officer.

Rationale: The Charter School is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into the Charter School or transfer teachers from the Charter School to District schools, except as provided for the Charter School Agreement.

Replacement Plan: The Charter School will comply with the teacher transfer provisions contained in the application.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: The Charter School 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 School Agreement and the Colorado Charter School Law, the Charter School will provide the opportunity for teachers to transfer back into the District if they so choose.

STATUTE

DESCRIPTION

Grounds for dismissal

Provides grounds and procedures for dismissal of teachers.

Procedure for dismissal – judicial review  
22-63-302  
(substantive waivers)

Rationale: The success of the Charter School in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The Charter School must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure should not apply to the Charter School as the school is only of limited duration.

Replacement Plan: Continued employment in the Charter School shall be subject to an annual satisfactory performance as outlined in the Charter School’s Staff Handbook. Teachers who are rated unsuccessful may be terminated by the Charter School and in some cases transferred back to the District in accordance with any terms that the Charter School and the District may agree on.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the Charter School will be able to terminate teachers that are not able to provide instruction in accordance with the philosophy and mission of the Charter School.

STATUTE

DESCRIPTION

Salary Schedule – adoption changes

Provides for District Board of Education to adopt a salary schedule and place teachers on the schedule.

(delegation waiver)

Rationale: The Charter School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The work day and work year on the Charter School are longer than those in the District and compensation must be adjusted accordingly.

Replacement Plan: The Charter School will adopt its own salary schedule. The Charter School will set competitive rates for each level of teachers it employs. The Charter School Executive Director/CEO will determine the placement of teachers on the salary schedule.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, the Charter School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the Charter School.

<u>STATUTE</u>	<u>DESCRIPTION</u>
Board of Education – specific duties -employment of personnel	Requires board of education to make certain inquires and background checks prior to hiring applicants; requires board of education of allegations of child or sexual
Applicants selected for non-certified Positions – submittal of forms and fingerprints and certify no convictions; And fingerprints – prohibition against employing persons failing to comply	abuse; requires applicant to submit provides for district to require certified personnel to submit fingerprints in certain instances.

(delegation waivers)

Rationale: The Charter School will hire its own employees and therefore should be responsible for complying with these provisions for its own employees and be delegated the authority to do so.

Replacement Plan: The Charter School will comply with these provisions in the same manner as the District does, but the Charter School will be responsible for complying with these provisions.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

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

<u>STATUTE</u>	<u>DESCRIPTION</u>
Employment –Certificate required	Prohibits board from entering into an employment contract with a person who

does not hold a teacher’s certificate or letter of authorization.

Services – disbursements  
22-63-402

Prohibits disbursement of district monies to teacher without a valid teacher’s certificate, letter of authorization or written authorization.

(substantive waivers)

Rationale: The Charter School should be granted the authority to hire teachers and principals that will further the Charter School’s goals and objectives. The Principal (or in the case of this school) the Executive Director, will not function as a traditional school District principal, but rather will be responsible for a wider range of tasks and act as the Charter School’s chief Executive Officer. The Charter School seeks to attract an Executive Director 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 professional experience.

Replacement Plan: The Charter School will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for the Charter School to be able to hire teachers and/or skills or fill a need of the charter School.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the Charter School will be able to employ professional staff possessing unique skills and/or background, or filling needed positions.

STATUTE

DESCRIPTION

Board of Education – specific duties  
22-32-109 (1) (n) (II) (A)  
(substantive waiver)

Restricts parent – teacher conferences and staff in-service programs to 24 hours per school year.

Rationale: The Charter School will exceed the minimum required number of teacher-pupil contact hours and in addition will provide substantial staff in-service training programs. Parent-teacher conferences will be held regularly. This waiver is essential only to the extent the statutory requirement may be construed to impose an absolute limit on the hours a school or district may schedule for pupil-teacher conferences or staff in-service, and not to the extent it merely limits the amount of such time which can be counted toward the minimum hourly instructional requirements. In no case may the provided by the Charter School fall below the state minimum requirements described in D.R.S. 22-32-109 (1) (n) (II) (A) and elsewhere in Colorado Statutes.

Replacement Plan: Parent-teacher conferences and staff in-service programs will be held on a regular basis. However, actual hours of teacher-pupil instruction and contact will far exceed the minimum amounts required by C.R.S. 22-32-109 (a) (n) (I) and (II).

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the Colorado Falcon School District 49.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon The Colorado Falcon School District 49 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, the Charter School will be better able to maintain communications between parents and teachers, and provide needed in-service programs.

The GOAL Academy reserves the right to request waivers deemed necessary in the future per Colorado Falcon School District 49 policies and procedures.