

RATIONALE AND REPLACEMENT PLAN FOR WAIVERS FROM STATE STATUTE AND RULE

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Automatic Waivers

The following table outlines the Automatic Waivers granted to charter schools in Colorado to which we will accept. We will accept all of the automatic CSI Waivers.

State Statute Citation	Description
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)(l), 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
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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness – Assessments
<p>Rationale: The school is a data-driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. The school already has strong programs and assessments in place that assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and general knowledge (literacy and mathematics).</p>
<p>Replacement Plan: The school will administer a school readiness assessment to each kindergarten student at the school within the first 60 calendar days of the school year. The assessment instrument(s) used will be research-based, reliable, and valid. The school intends to use the below assessment instrument(s) to assess each of the domains outlined in statute:</p> <p>Colorado Springs Charter Academy will fulfill the requirement to screen each domain of school readiness by administering the following assessments: Literacy Domain - Acadience Reading; Language & Comprehension Domain – Star Early Literacy; Math Domain – Star Math; Physical Well-Being, Social-Emotional, and Cognitive Domains – Brigance Early Childhood Screen III</p> <p>The data collected from these assessment(s) will be used to develop an individualized readiness plan for each kindergarten student and will inform individual learning plans, Rtl, and drive classroom instruction within the school. This school readiness data will not be used to deny admission or progress to first grade. The data collected will be made readily available to the Charter School Institute (“CSI”). CSI and the school will report this data, as required by State law.</p>

Duration of Waivers: The duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.
How the Impact of the Waivers 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 be able to implement the necessary policies to increase student achievement within existing structures.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-9-106: Local Board Duties Concerning Performance Evaluations C.R.S. § 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings)</p>
<p>Rationale: The school and its Principal, Head of School, or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude her or him from administering the evaluations under the direction of the Head of School. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school should 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), but will still report on in-field/out-of-field.</p>
<p>Replacement Plan: Instead, the school will use its own evaluation system that meets the intent of the law as outlined in statute. Staff will be annually trained in this evaluation system. 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, be based on research-based practices guiding the science of reading, 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 applicable state collections; however, teacher performance ratings 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 non-waivable statute.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: CSCA foresees no financial impact for the charter or the Authorizer.</p>
<p>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 the charter contract.</p>
<p>Expected Outcome: If granted, the waiver will enable the school 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.</p>

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

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

Rationale: CSCA will have autonomy to create its own school calendar to meet its community needs. The school year will total 180 contact days per year, which exceeds the current contact hour requirement in state statute. The final calendars will always meet or exceed the minimum requirements in state statute.

Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students and their families. As such, the school will have a calendar that may differ from the rest of the schools within the geographic 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 requirements in state statute. In accordance with CSI policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CSCA foresees no financial impact for the charter or the Authorizer.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

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

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

Rationale: The school must be granted the authority to hire teachers and administrators that will support the school’s goals and objectives. The Head of School 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.

Replacement Plan: The school will seek to attract administrators 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. Core instructional staff (K-6th grade level teachers, along with 7th and 8th grade English, literature, math, history, and science) will, within the first two years of employment, meet the guidelines set forth in the Colorado state ESSA plan, 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) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CSCA foresees no financial impact for the charter or the Authorizer.

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

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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

C.R.S. § 22-33-105(7)(a)(II) Process for Disciplinary Appeals

Rationale: As a CSI charter school, the school's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions, the governing board of the school will carry out those functions. To ensure that the school is meeting the intent of the law, the school will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The school has developed a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the school will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested Waiver will have a minimal financial impact on the school and no financial impact on CSI.

How the Impact of the Waivers Will be Evaluated: The school will be required to record all data involving suspensions and expulsions with access for review by both CSI and the school's governing board. In addition, the school's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: The outcome will be a fair and supportive process for the school to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.