

**REQUEST FOR WAIVER FROM COLORADO STATUTES AND/OR RULES ON
BEHALF OF CHARTER SCHOOLS BY
ROCKY MOUNTAIN CLASSICAL ACADEMY**

Rationale for Waiver Requests (Automatic and Additional)

General Considerations:

Duration: All waivers are requested for the length of the charter, i.e., to be effective until June 30, 2018, unless and until District extends term due to RMCA acquisition of new facilities. Thereafter, waiver requests will be reviewed as per Rule of the State Board of Education.

Financial Impact: It is anticipated that these requested waivers will have no financial impact upon Falcon School District #49. Exceptions will be so noted.

Impact: The impact of these waivers will be measured by the same performance criteria and assessments that apply to RMCA, in accordance with the terms and conditions set forth in the contract between FALCON SD#49 and RMCA.

Delegation/Substantive Nature: Unless otherwise noted, all requests are considered to be delegations of responsibility or duty to RMCA.

Specific Considerations of Rationale, Plan, Impact Evaluation and Expected Outcome are set forth for each Section of Statute.

AUTOMATIC WAIVER GRANTS UPON REQUEST

22-9-106, C.R.S., Local board duties concerning performance evaluations of licensed personnel.

Rationale: The RMCA Principal must have the ability to perform the evaluation of all personnel. Should the Principal of RMCA not have a Type D certificate, this should not preclude him or her from administering the evaluations. Additionally, by Contract, RMCA's Board is specifically required to evaluate the Principal annually. The central issue of this request hinges on the fact that the statute requires a school district to devise these performance evaluations, but RMCA uses a different curriculum than does the District. RMCA must have the flexibility to evaluate its personnel in the context of reaching its own stated goals.

Plan: The RMCA Appraisal System includes performance reviews and individual professional development plans for all staff members. In that RMCA is a charter school employing its teachers on an "at-will" basis, the distinctions in evaluating probationary teachers and non-probationary teachers are irrelevant. However, the RMCA plan is intended to follow the requirements of this section as the basis for evaluations, using clear qualifications for the

Principal and those being evaluated. RMCA already has an annual evaluation system in place and its Principal and Vice-Principals are trained in its administration. Further, as the state-wide system is implemented, RMCA will take advantage of training programs offered and mandated by CDE in a timely fashion.

Impact Evaluation: Teacher performance has a critical impact on the performance of the entire school: the impact of this waiver will be measured by performance evaluations and Individualized Professional Development Plans.

Expected Outcome: With this waiver, RMCA will be able to implement its program and evaluate its teachers in accordance with its system, which is designed to produce greater accountability and ensure student progress.

22-32-109(1)(b), C.R.S., School district boards-specific duties-adopting policies and prescribing rules and regulations for the administration of the district, including competitive bidding.

Rationale: In accordance with C.R.S. 22-30.5-104(7)(a), “a charter school shall be responsible for its own operation.” RMCA will adopt its own policies for administration pursuant to its Charter and the Contract between District 49 and RMCA. There is no intent to evade competitive bidding, as provided in Contract, but waiver is required for RMCA to set its own policies regarding limits, amounts to be expended, and type of services involved in letting bids.

Plan: RMCA shall develop its own standards to enforce competitive bidding procedures, following the general guidelines of district policy.

Impact Evaluation: By adopting its own rules of administration and competitive bidding procedures, RMCA will be able to better research the market for the purchase of services and possible acquisition of new facilities.

Expected Outcome: RMCA will be capable of matching its resources to its needs in a more efficient and flexible manner.

22-32-109(1)(f), C.R.S., Local board duties concerning selection of personnel and pay

Rationale: RMCA 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, as such power is provided to a charter school by C.R.S. Section 22-30.5-104(7)(a), of the Charter Schools Act. The success of RMCA 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 principles underlying its educational program.

Plan: RMCA will be responsible for these matters rather than the District.

Impact Evaluation: The impact of this waiver will be to allow RMCA to hire personnel on an “at-will” basis in a manner that best meets the needs of staff accountability and student performance in accordance with the philosophy and teaching methods underlying the Classical Approach and Core Knowledge curricula.

Expected Outcome: Higher performance by both faculty and students.

22-32-109(1)(n)(I), C.R.S., Local board duties concerning school calendar;

22-32-109(1)(n)(II)(A), C.R.S., Determine teacher-pupil contact hours; and,

22-32-109(1)(n)(II)(B), C.R.S., Adopt district calendar.

Rationale: As the charter school is responsible for its own program of instruction and administration, the establishment of the school calendar and the determination of teacher-pupil contact hours covering the school’s activities should rest with RMCA’s Board of Directors rather than with the District as a whole, provided that the calendar meets or exceeds the statutory requirements for minimum hours of attendance. In its Application, RMCA indicated that its calendar would be closely aligned with that of District 49: RMCA just wants the flexibility to adjust its calendar as circumstances dictate.

Plan: RMCA will construct its own school calendar and devise its own schedule of contact hours, but will generally follow District decisions regarding delays and closures due to inclement weather conditions.

Impact Evaluation: A school calendar that is designed to maximize teacher-student contact time should lead to improved results.

Expected Outcome: Greater flexibility in RMCA’s program.

22-32-109(1)(t), C.R.S., Determine educational program and prescribe textbooks

Rationale: The District has approved RMCA’s educational program by virtue of accepting and approving the renewal application material and concluding a Charter Contract. However, as RMCA has chosen its curricula to fulfill that program, it has also undertaken to use texts that support and enable the instruction of the selected curricula. Therefore, RMCA must have the flexibility to prescribe textbooks that meet its educational needs as well as meet state standards.

Plan: RMCA will purchase textbooks and supplemental material in accordance with the needs of its instructional curricula.

Impact Evaluation: Student progress in meeting standards will be periodically evaluated. If lack of progress on an individual or group basis is noted, supplemental materials will also be reviewed with an eye to correcting noted deficiencies.

Expected Outcome: Higher levels of student achievement.

22-32-110(1)(h), C.R.S., Board of education - specific powers concerning employment termination of school personnel

Rationale: This section of law applying to District Boards allows delegation of the termination decision for any personnel only to schools of innovation (or schools within an innovation zone in the District). The Charter Schools Act, in Section 22-30.5-104(7)(a), specifically grants power to the charter school to conduct its own operations, including among other things, personnel matters.

Plan: RMCA’s Board of Directors will serve as the final authority for due process purposes to ensure its personnel, when being terminated, have an avenue of appeal.

Impact Evaluation: Granting of this waiver will help to make clear to all present and future personnel of RMCA that RMCA is in fact their employer and District rules, policies and procedures simply do not apply to them in matters of termination of employment, and strengthens the “at-will” basis of employment.

Expected Outcome: RMCA will be more able to weed out under-performing staff, and subsequently hire replacements in a timely manner to enhance student performance.

22-32-110(1)(i), C.R.S., Board of education, specific powers – reimburse employees for expenses

Rationale: This section of law applies only to employees of a district. Charter schools, by virtue of the Charter Schools Act, are responsible for their own personnel and budget. It is the responsibility of the charter school’s governing body to set its own policy regarding reimbursement.

Plan: RMCA’s Board will decide the terms and conditions applicable to expenses of employees and reimbursement therefor.

Impact Evaluation/Outcome: N/A.

22-32-110(1)(j), C.R.S., Board of education, specific powers – procurement of group health plans

Rationale: District is required by this section to provide benefits to its employees, but RMCA employees are not District employees.

Plan: RMCA will provide its own payroll and benefits for its employees.

Impact Evaluation: Waiver allows RMCA to search the market for the benefits package that best suits the needs of its employees, while leaving open the possibility, with the benefit provider’s concurrence, of “piggy-backing” on a district package should this be an efficient and low cost arrangement.

Expected Outcome: Increased employee satisfaction working for RMCA.

22-32-110(1)(k), C.R.S., Board of education – powers- policies/regulations re: employee training

Rationale: Provision relates to district personnel, which is not the case with a charter school, responsible under the Charter Schools Act for its own personnel. Because of RMCA’s alignment with Core Knowledge, RMCA teachers must be grounded in the methods and techniques associated with this curriculum. Further, the hourly schedule and course content demands might preclude RMCA personnel from attending District training.

Plan: RMCA’s teachers will undergo rigorous training in the methods and techniques associated with Core Knowledge. RMCA will take advantage of training opportunities offered by the District to the extent possible under its own program time and schedule constraints.

Impact Evaluation: Waiver should allow RMCA to maximize Core Knowledge training, and therefore gain the benefits of this experience, resulting in higher student performance and standard accomplishment.

Expected Outcome: Teachers better versed in Core Knowledge method and content.

22-32-110(1)(ee), C.R.S., Board of education – powers – employed teachers aides and other non-certified personnel.

Rationale: The Charter Schools Act grants to charters the power to hire and fire its own personnel. Therefore, RMCA should have the recognized power to employ teachers’ aides. Further, for a charter school to take advantage of expertise, it is often necessary to hire non-

certified personnel to fill certain positions that add to possibility of enhanced student performance.

Plan: RMCA does not expect to hire, on a continuing basis, individuals that are not certified. However, it will avail itself of selecting the overall best candidate to meet the needs of the school in any particular area.

Impact Evaluation: The Impact can only be evaluated after a period of increased student performance.

Expected Outcome: RMCA will have the advantage of hiring particular skill sets rather than strictly adhering to certification standards in order to get the right individual to fill a need.

22-32-126, C.R.S., Principals –employment and authority.

Rationale: This provision is set within the traditional educational structure of a school district under the overall administrative authority of a superintendent, which is not the case with a charter school. Depending upon the grade structure served, a charter school may need to have an individual in administrative control of two or more “schools” within one establishment, under the control and guidance of a governing body independent of the school district structure. The duties of a “principal” may be more or less than described in this provision in order to meet the specific administrative requirements of the charter school. Further, any official in such a position is an employee of the charter school, not the district authorizer.

Plan: RMCA intends to continue to use a structure best suited to its unique needs, employing an individual to fill a position termed a “principal” to oversee and administer the entire structure of RMCA under the direction of its Board of Directors. Individuals will also be charged with the oversight and administration of an elementary portion, a middle school portion, and a home-school supplemental portion: these individuals will be termed “vice-principals”.

Impact Evaluation: The impact of this waiver will be measured by performance evaluations and individualized Professional Development Plans.

Expected Outcome: As a result of this waiver, RMCA will select, employ and provide professional development to its own teacher and staff, in accordance with the terms and conditions set forth in its Charter Contract.

22-33-104(4), C.R.S., Compulsory School Attendance.

Rationale: In that RMCA has concurrently requested a waiver for school calendar issues and that the Colorado Board of Education has deemed the waiver of this provision of law to be

an “automatic” waiver upon request, RMCA requests this waiver in order to allow some flexibility to its teachers and staff to modify rules and policies regarding compulsory attendance. RMCA tends to a stricter interpretation than does a district, but also acknowledges that each student is an individual. Further, in that under the Charter Schools Act, RMCA is responsible for its own operations, it should define for itself how to meet the requirements of the law rather than being forced to adhere to a district plan that does not take into account the unique requirements of a charter school.

Plan: RMCA’s Board of Directors shall adopt a written policy setting forth its attendance requirements.

Impact Evaluation: If RMCA can set its own standards higher than that required by statute, one might expect a higher rate of student attendance than prevails in its authorizing district as a whole.

Expected Outcome: Waiver will result in a higher rate of student attendance.

22-63-201, C.R.S., Teacher employment – license required.

Rationale: RMCA should 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.

Plan: RMCA will, where possible, hire certified teachers and principals yet seeking to attract principals and teachers from a wide variety of backgrounds, including but not limited to, teachers from out-of-state, teachers without a Colorado teaching 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. However, teachers will meet Highly Qualified status and all employees of RMCA will be employed on an “at-will” basis.

Impact Evaluation: Staff performance has a critical impact on the performance of the entire school. The impact of this waiver will be measured by the performance of its students as well as the performance evaluations of the individual teachers and progress on their individualized Professional Development plans.

Expected Outcome: As a result of this waiver, RMCA will select, employ and monitor the performance of its own teachers, selected upon the basis of past performance and specialized expertise.

22-63-202, C.R.S., Teacher employment – contracts in writing.

Rationale: The Charter Schools Act give RMCA the responsibility for its own personnel matters, including its own terms and conditions of employment, policies, rules and regulations. Charter school employees are “at will”, automatically relieving both RMCA and its employees from certain provisions of this section. The success of our school will depend on the ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school.

Plan: RMCA has developed and will continue to use a written format, based on a one year time-frame, specifying the at-will basis for employment, as well as specifying salary and work conditions for use on an individualized basis.

Impact Evaluation: Staff performance has a critical impact on the performance of the entire school, therefore the impact of this waiver will be measured by performance evaluations. Further, in that each employee is “at-will”, grant of this waiver will free the employee from any notice provision except for that contained in the individual’s work agreement as well as free the school from giving notice of dismissal if it is for the good of the school and its students.

Expected Outcome: As a result of this waiver, RMCA will select, employ and terminate its own teachers and staff in accordance with the powers granted it under the Charter Schools Act.

22-63-203, C.R.S., Probationary teacher employment – renewal and nonrenewal of employment contract

Rationale: RMCA’s teachers are employed on an “at-will” basis using a written format specifying conditions of salary and other features. Further, the Charter Schools Act specifies that charters are responsible for their own personnel matters. Probationary status versus tenured status is an irrelevant issue in conjunction with an “at-will” basis for employment.

Plan: RMCA will continue to adhere to an “at-will” hiring system for its teachers; therefore, there will be no probationary teachers to be renewed.

Impact Evaluation: Granting of this waiver will clarify employment expectations, thereby removing doubt as to teacher status.

Expected Outcome: As a result of this waiver, RMCA will select, employ and terminate its own teachers and staff in accordance with the powers granted it under the Charter Schools Act.

22-63-206, C.R.S., Transfer of Teachers – compensation.

Rationale: This provision of the law clearly applies to district employees (teachers) leaving one school within the district to work at another school within the district. RMCA is a single independent entity, a non-profit corporation under Colorado law. Further, the Charter Schools Act grants to a charter control over personnel matters in its own right, independent of its authorizing district as well as specifying rules for a district teacher leaving a district’s employment to teach at a charter school and returning to the district’s employment at a later date. However, as RMCA’s teachers are employed on an “at-will” basis, they can voluntarily leave the employment of RMCA and return to the district, if the district’s policies allow it. The district should have no role whatsoever in defining compensation or rules for transfer from a charter school.

Plan: RMCA will hire teachers on a best qualified basis. Any teacher wishing to transfer from RMCA to another entity will be permitted to do so. Compensation will be based on the time that the teacher quits work, or as otherwise dictated by the annual work agreement or peculiar circumstances as decided by the Board of Directors.

Impact Evaluation: Grant of this waiver will serve to separate the district from any possible liability for RMCA’s actions.

Expected Outcome: As a result of this waiver, teachers employed by RMCA will be fully aware of the terms of their employment.

22-63-301, C.R.S., Teacher employment – grounds for dismissal

Rationale: By virtue of the Charter Schools Act, RMCA is given the power to control all of its operations, including operating its own personnel function. Further, in that charter school employees are employed on an “at-will” basis, the list of permissible causes may be considered as too restrictive even though the provision contains a category “other good and just cause.”

Plan: The President of the RMCA Board of Directors shall be consulted by a Principal or Vice Principal prior to any dismissal action. The Board as a whole shall constitute the body of judicial review, if required for due process purposes. The “rules” governing teacher conduct will be contained in a Handbook, annually updated.

Impact Evaluation: Grant of this waiver will allow RMCA to dismiss teachers who do not support the goals and objectives of RMCA in their classrooms or subvert them with students.

Expected Outcome: The result of waiving this provision for RMCA will be a more dedicated teaching staff, held to a higher standard than the average teacher in a district.

22-63-302, C.R.S., Teacher employment – judicial review

Rationale: The Annotation section pertaining to this provision of law makes clear that this provision is meant to set up a procedural scheme for dismissal of tenured teachers teaching in public schools directly under the control of a district board. It is the district board that acts as the review entity. RMCA is responsible for its own personnel procedures according to the Charter Schools Act and its employees are hired on an “at-will” basis. While not necessarily true of all charter schools in Colorado, RMCA has no tenure scheme in place, nor does RMCA foresee granting tenure.

Plan: The President of the RMCA Board of Directors shall be consulted by a Principal or Vice Principal prior to any dismissal action. The Board as a whole shall constitute the body of judicial review for due process purposes, if required. The “rules” governing teacher conduct will be contained in a Handbook, annually updated.

Impact Evaluation: Grant of this waiver will recognize that it is RMCA and not its authorizing district that is the locus of review of dismissal actions.

Expected Outcome: RMCA will be able to conduct its personnel functions in a manner more appropriate to its size as well as in keeping with the mission and vision of the school.

22-63-401, C.R.S., Salary schedules – adoption –changes

Rationale: RMCA, under the Charter Schools Act, is responsible for its own operations, including direction of its personnel function. Its teachers are employed on an “at-will” basis for a full year, as professional development and other preparation requirements are undertaken during the period of student recess. RMCA is also responsible for preparing its own budget, including expensing salaries.

Plan: If granted this waiver, RMCA will be able to, and will, hire teachers as individuals, in essence negotiating wages of an individual basis to take advantage of special talent, needed skills, and past teaching experience in its hiring.

Impact Evaluation: Granting this waiver will enable RMCA to reward excellence in advancing student performance.

Expected Outcome: RMCA will be able to attract above average teachers to teach.

22-63-402, C.R.S., Services – disbursements

Rationale: This provision bars a district from paying a teacher who does not hold a valid Colorado teaching license. However, “automatic” waivers already granted by the Colorado DOE, at the direction of the Legislature, allow charter schools to employ teachers and other personnel without those individuals holding a license/certificate. Further, RMCA is responsible for its own budget and financial operations under the Charter Schools Act. This provision does not bar charter schools, rather it bars a district. Additionally, RMCA, because of the unique nature of its educational program, seeks to attract principals and teachers from a variety of backgrounds, including, but not limited to, teachers from out-of-state, teachers without a 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.

Plan: RMCA will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for RMCA to be able to hire teachers and/or principals without a certificate and who possess unique background and/or skills to fill the needs of the school. In any case, all classroom teachers will meet Highly Qualified status.

Impact Evaluation: Granting this waiver will help to make certain that outside parties do not misinterpret the intent of this provision of law, helping to fulfill the intent of the Legislature in creating the Charter Schools Act.

Expected Outcome: Granting of this waiver will allow RMCA to attract the kind of talent necessary to better perform its educational mission and improve student performance, particularly if RMCA again offers a high school program, as foreseen in its Charter Contract.

22-63-403, C.R.S., Payment of salaries

Rationale: This provision speaks to teacher contract termination and pay in a traditional public school setting within a school district. The normal teacher contract runs for a year, but the teacher does not “work” a full year, enjoying vacation time while students are in summer recess. In that the Charter Schools Act gives charter schools the power to manage their own personnel function, RMCA, like other charters, has a different approach. RMCA’s teachers, employed on an “at-will” basis, are expected to be present for work the entire year, unless they have been specifically excused from participation in expected and required activities. Generally, under such conditions, teachers are paid on a monthly basis in 12 equal disbursements.

Plan: RMCA will make its pay arrangements evident in its teacher Handbook. Any early terminations or dismissals will be handled on a case-by-case basis, but in the normal course of events (unless there exist very unusual circumstances), pay will stop at or near the time of the dismissal. RMCA’s Board of Directors will review and approve any peculiar arrangements.

Impact Evaluation: Granting this waiver will serve to protect RMCA from misguided legal assault. Employees of RMCA will be made aware of, and understand fully, the conditions of their employment.

Expected Outcome: Granting this waiver will likely lead to a more attractive work environment for RMCA’s personnel.

ADDITIONAL REQUESTS FOR WAIVERS

22-32-109(1)(z), C.R.S., School district boards-specific duties-district periodic in-service training re: child abuse

Rationale: RMCA teachers and staff will be time-constrained and will likely not have the substitute flexibility necessary to free teachers from their primary duties of teaching pupils to meet District scheduling of periodic in-service training. Further, RMCA’s teachers are not to be considered as “district teachers” but rather, “at-will” teachers employed directly by RMCA. Therefore, RMCA should not be bound by the District program and schedule of in-service training.

Plan: When feasible, RMCA will take advantage of such training offered by the District, but will take steps to ensure that such training is offered to RMCA teachers at a time convenient to them and not at the expense of student contact time. RMCA, after coordination with District officials, will develop its own in-service training program to meet this requirement of law.

Waiver Impact: Grant of this waiver will help ensure that RMCA teachers spend time in the classroom with their students without the need for a substitute.

Expected Outcome: A greater amount of student-regular teacher interaction will be probable compared to meeting a District schedule.

22-32-109(1)(cc), C.R.S., School district boards – specific duties-staff dress code

Rationale: By law and Contract, RMCA is responsible for its own personnel and should be able to adopt a dress code for teachers and staff as decided by its own governing body.

Plan: RMCA will develop its own dress code for staff which will probably be set to different standards than that which applies throughout the District.

Waiver Impact: Granting this waiver will allow RMCA to impose a more genteel or business-like code for its teachers and staff, thereby providing to students role models in line with the intent of the Classical Approach.

Expected Outcome: A greater sense of community will probably arise within the school.

22-32-109.3, C.R.S., Board of education - specific duties – release of student records

Rationale: RMCA recognizes the substantive requirement to provide confidentiality for records of its students, but the interface between outside agencies and RMCA should be RMCA’s administration, not that of the District. At a minimum, as a charter school is responsible for its own operations, the charter school’s governing body should be the authority (in lieu of the Superintendent or designee) directing the release of records of an RMCA student to a criminal justice agency.

Plan: RMCA shall maintain student records in accordance with existing law and confidentiality standards.

Waiver Impact: Granting this waiver will help ensure that RMCA can maintain the security and confidentiality of its students’ records, as well as tend to improve relationships within the community.

Expected Outcome: This will allow RMCA to operate in an efficient manner and further protect information.

22-32-110(1)(r), C.R.S., Board of education – powers and duties – excluding of material from libraries

Rationale: As RMCA operates using a curriculum differing in course material and content from curricula in effect for other District schools, RMCA’s governing body should be the final authority for decision of which materials are suitable for use in its own library.

Plan: RMCA has a process for addressing parents’ concerns: should a complaint about library material be raised from any quarter, the matter will be investigated and resolved by Board of Directors’ decision.

Waiver Impact: The granting of this waiver will allow RMCA to better maintain control of its own library resources in a manner that best meets the needs of its curricula.

Expected Outcome: RMCA will continue to monitor the contents of its libraries for material that may raise concern for whatever valid reason.

22-32-110(1)(jj), C.R.S., Board of education – powers and duties – replacement of damaged student supplies

Rationale: As RMCA uses a curriculum different from that of the District as a whole, the text and materials requirements to fulfill that curriculum might differ substantially from that of the District. Therefore, RMCA’s Board of Directors should be the final decision point for determining the policy/procedure/method for payment of damaged material being used by its students, independently of the District. This section of law only allows service in lieu of payment if the student cannot pay. However, charter schools traditionally place a heavy reliance on parental volunteerism for efficient operation of the school and attainment of overall objectives. Other forms of repayment benefiting the school as a whole might be more appropriate than, for example, withholding grades until the damaged/missing supplies are paid for.

Plan: RMCA will develop an alternate method of repayment for damaged student supplies, taking into account the socio-economic status of the family involved.

Waiver Impact: By granting this waiver, RMCA will be able to recoup value for damaged supplies in a manner keeping with its community culture and its program of parental volunteerism.

Expected Outcome: The fact that the method of repayment is the result of RMCA policy, as opposed to that of the distant district bureaucracy, should help maintain the sense of community already established at RMCA.

22-32-110.7, C.R.S., Board of education – specific powers – drug testing

Rationale: This section of the law is written in terms of district employees and collective bargaining agreements governing district employees. As the Charter Schools Act and Contract make RMCA responsible for its own employees and thus personnel policies, this specific power should be delegated to RMCA’s Board of Directors so that it can set its own policies to enforce the will of the General Assembly with regard to personnel who occupy safety-sensitive positions within the School.

Plan: RMCA will require drug testing for personnel in safety-sensitive positions and will include notice of this requirement in working agreements. Further, RMCA does not intend to allow the use of marijuana on its campus, even though use of that substance is now legal under Colorado law but not under federal law. By law and Contract, RMCA is pledged to obey all laws unless waived. The Colorado DOE cannot waive federal law.

Waiver Impact: Expected to be minimal at this time as RMCA does not have many employees in safety-sensitive positions, but could have them in the future during the term of this Contract.

Expected Outcome: RMCA will maintain a drug free work force.

22-32-117, C.R.S., School district boards – powers and duties – miscellaneous fees

Rationale: A charter school, responsible for its own budget preparation and operations, often uses textbooks and other materials that are different from those used by a district as a whole in implementation of its curricula. The charter school, serving only a small fraction of the student population of a district as a whole, may not be able to benefit from cost discounting available due to volume purchases whether or not the charter school has access to the district's purchasing and warehousing services at cost for the service by contract. Therefore, the governing board of a charter school should have the delegated authority of the district board to levy miscellaneous fees in accordance with this section if the charter school's unique circumstances warrant such action.

Plan: RMCA will consider the imposition of fees when and if circumstances allowed by the statute warrant. RMCA will follow the law as to the fees' permissibility, taking indigent status into account.

Waiver Impact: If this waiver is granted, RMCA will be the locus of decision rather than the district.

Expected Outcome: Minimal, in that the cost of text books and other materials used by RMCA is not out of line with district costs. However, should a situation as foreseen by the law arise, RMCA will be equipped to handle it.

22-32-118, C.R.S., School district boards – powers and duties – summer schools

Rationale: This section of law appears to place the authority to conduct summer school programs, in particular, solely in the hands of a district board of education, and therefore, places an apparent limit of the authorization provided to a charter school by the Charter Schools Act, specifically, C.R.S. §22-30.5-104(8), which states that: "A charter school shall be authorized to offer any educational program, ...that may be offered by a school district and that is research-based and has been proven to be effective, unless expressly prohibited by state law." The Contract agreed to between Falcon District 49 and RMCA does not specifically prohibit summer school programs. The governing body of a charter school should be the locus of decision as to whether or not the school "should provide and conduct courses in subject matters normally

included in the regular school program or in demand by pupils of the district” for those pupils enrolled in the charter school or for pupils enrolled in other district schools if those students or parents wish to take advantage of remedial or other educational opportunities offered by the charter school’s unique curricula. Further, if such programs are offered, it should be the charter school’s decision as to whether or not to collect a charge for attendance at such programs as allowed by the statute.

Plan: If necessary to close individual student knowledge gaps, RMCA may, and will, conduct summer school after its Board of Directors decides such is necessary to maintain student progress.

Waiver Impact: This waiver allows RMCA to make its own decision as to whether or not it can, and should, offer summer school programs.

Expected Outcome: By having the recognized authority to offer summer school, RMCA can do so, thereby helping struggling students or others who have fallen below expectations for whatever reason, and allowing these students to close their achievement gaps.

22-63-204, C.R.S., Teacher employment – receiving moneys from sales of goods – interest prohibited.

Rationale: This section prohibits any teacher of a school district, among other thing, from taking money for the sale of certain things, unless the teacher “first obtains the written consent of the employing board.” The penalty for acting contrary to the prohibition is the loss of the teaching license. Therefore, it can be argued that this prohibition would not apply to teachers in a charter school since those teachers are employed by the charter school and not the district. By the same token, the RMCA Board of Directors is the employing board over RMCA teachers. Further, RMCA has also requested a waiver from the necessity of a teacher holding a Colorado teachers license/certificate (an “automatic”), so the deterrent effect of the prohibition may not have substance. However, as any teacher working for RMCA is hired on an “at-will” basis, delegation of this duty to the enforcement powers of RMCA could result in immediate termination of employment.

Plan: RMCA will make this prohibition, and the exemption to it, clear to all prospective teacher employees in its Handbook.

Waiver Impact: Granting this waiver will make clear that the prohibition applies to RMCA teachers.

Expected Outcome: The intent of the law will be met.

22-63-205, C.R.S., Teacher employment – exchange of teachers

Rationale: This provision sets pay rules and other conditions on teacher exchange programs to be enforced by districts. While RMCA, at present, does not participate in a teacher exchange program, certain trends in the charter school environment (e.g., creation of charter school collaboratives) might produce situations wherein a teacher exchange might present an opportunity for two or more charter schools to benefit from such an exchange in order to better achieve their unique objectives within their programs. If such a situation should arise, the governing boards of the schools involved should be the bodies responsible for defining the conditions surrounding the exchange.

Plan: RMCA currently has no plan to meet such a contingency. However, if the need or opportunity arises, the RMCA Board, in conjunction with advice from the school principal concerned, will plan accordingly.

Waiver Impact: This waiver should be viewed as a contingency delegation. Granting it would allow RMCA and other charters to use the talents of their teachers to the mutual benefit of both schools and their students.

Expected Outcome: None at this time, but should the situation arise, conditions could be outlined to the benefit of both parties in fairly short order.