

Automatic Waivers

Below are the automatic waivers Aspen Community Charter School will enjoy upon establishment of a signed charter contract. A charter school is not required to submit a rationale and replacement plan for an automatic waiver.

Automatic Waiver List (Current from 6/2/2017 to Present)

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), 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 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

Aspen Community Charter School requests the following non-automatic waivers. The duration of all waivers will be for the length of the charter contract, which is through June 30, 2025.

Statutory Citation and Title:

C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School readiness – Assessments

Rationale: The School is data driven and is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. The School has in place strong programs and assessments to assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.

Replacement Plan: Every kindergarten student will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment will be research based, reliable and valid, and will assess students, at a minimum, on physical well-being, social-emotional development, language and comprehension, cognition, and knowledge. Methods and assessments are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). The School will administer the literacy assessment using a State-Board- approved assessment. The data collected will be used to develop an individualized readiness plan for each student and will inform programming. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the District, and the school will report this data, as required by State law.

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

Statutory Citation and Title C.R.S. §§ 229106 Local Board of Education Duties Performance Evaluation System; C.R.S. 22-2-112(1)(q)(I) – Commissioner – duties – reporting
Rationale: The School must have the ability to perform the evaluation of all personnel. Evaluation is a critical and essential function of the school. The School will comply with requirements to use student performance as part of teacher evaluations but will use its own procedures for conducting evaluations. In addition, the Executive Director may or may not be a licensed administrator and must have authority to conduct evaluations regardless of whether he or she holds such a license. Additionally, the School will 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).
Replacement Plan: The School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, meet the intent of the quality standards established in state law, and are timely and clearly communicated to all affected staff. 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.
Duration of Waivers: The waiver will be for the duration of the contract.
Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer or the School.
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 School Agreement.
Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its internal professional evaluation system, which is designed to produce increased accountability and to be consistent with the school’s goals and objectives. This will benefit staff members as well as students and the community.

Statutory Citation and Title C.R.S. §§ 22-32-109(1)(n)(I); 22-32-109(1)(n)(II)(B), & 22-32-109(1)(n)(II)(A) Board of education specific duties

Rationale: The School seeks waiver of these subsections to confirm delegation of the board of education duty to establish a specific school day schedule and annual calendar. The School recognizes that it is obligated to meet the substantive requirements of this statute, but will do so independently of the School District, allowing it to best align its instructional needs with the needs of its parent and student community.

Replacement Plan: The School will adopt a school day schedule and calendar that complies with the minimum school days and hours required by law.

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

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer or the School.

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 School Agreement.

Expected Outcome: With this waiver, the School will be able to implement its consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

Statutory Citation and Title

C.R.S. §§ 22-63-201 – Employment – license required – exception; 22-63-202 Employment Contracts contracts in writing, damage provision; 22-63-203 Probationary teachers – renewal and nonrenewal of employment contract

Rationale: The School hires teachers and/or administrators on an “at will” basis. If employment duties are not successfully performed, the school should have the ability to terminate any staff member in order to ensure the success of its students. While C.R.S. § 22-63-201 is likely only applicable to school district employees, and the same well may be true of C.R.S. §§ 22-63-202 and 203. But there is sufficient doubt on the applicability of all three sections, and personnel matters of are of sufficiently high stakes, that these statutes should be waived to render these unmistakably inapplicable to the School's at-will employees.

Replacement Plan: All staff members at the School will be at will employees. All ACS will 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; (4) passing a State Board approved content exam in the relevant subject area; or (5) specialized individual instruction, background and/or experience, as evaluated by the School, combined with an individualized professional development program as prescribed by School leadership. The School will prefer use of categories (1) through (4), above, and in the event (5), above, is used the School will document the employee's qualifications and professional development plan. The School will also make incentives available for achieving qualification under categories (1) through (4). We note that the School specializes in expeditionary learning. Instructors who have education, training and/or experience and technical skills in mountaineering, other backcountry and adventure activities, and/or international travel are invaluable as employees and instructors (particularly in relation to student safety and learning during expeditions). These areas of study and experience, however, may not correspond to recognized k-12 instructional categories nor come from traditional post-secondary institutions. Thus, (5), above, may be of particular use with such employees. When appropriate the School may combine use of (5), above, with a prescribed plan for achieving qualification under (1) through (4) above. All school employees will meet applicable fingerprinting and background check requirements as separately required by C.R.S. §§ 22-30.5-110.7 & 22-32-109.8(6.5). Special Education Teachers, related

<p>service providers, mental health service providers or other specialists specifically regulated by law 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.</p>
<p>Duration of Waivers: The waiver will be for the duration of the contract.</p>
<p>Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer or the School.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, per the Charter School Contract.</p>
<p>Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.</p>