

# Rocky Mountain Classical Academy State Statute Waivers

## Automatic Waivers

State Statute Citation	Description
C.R.S. 22-1-112	School Year - National Holidays
C.R.S. 22-32-109{1}{f}	Local board duties concerning selection of staff and pay
C.R.S. 22-32-109{1}{n}{II}{A}	Determine teacher-pupil contact hours
C.R.S. 22-32-109{1}{t}	Determine educational program and prescribe textbooks
C.R.S. 22-32-110{I}{ee}	Local board powers - employ teachers' aides and other non-certificated personnel
C.R.S. 22-32-110{I}{h}	Local board powers - terminate employment of personnel
C.R.S. 22-32-110{I}{i}	Local board duties - reimburse employees for expenses
C.R.S. 22-32-110{I}{j}	Local board powers - procure life, health, or accident insurance
C.R.S. 22-32-110{I}{k}	Local board powers - policies relating the in-service training and official conduct
C.R.S. 22-32-126	Employment and authority of principals
C.R.S. 22-33-104(4)	Compulsory school attendance - attendance policies and excused absences
C.R.S. 22-63-301	Teacher employment act - grounds for dismissal
C.R.S. 22-63-302	Teacher employment act - procedures for dismissal of teachers
C.R.S. 22-63-401	Teacher employment act - teachers subject to adopted salary schedule
C.R.S. 22-63-402	Teacher employment act - certificate required to pay teachers
C.R.S. 22-63-403	Teacher employment act - describes payment of salaries

## Non-Automatic Waivers

State Statute Citation	Description
C.R.S. 22-9-106	Local board duties concerning performance evaluations
C.R.S. 22-2-112{1}{q}{I}	Educator Preparation Program Reporting
C.R.S. 22-32-109{1}{b}	Local board duties concerning competitive bidding
C.R.S. 22-32-109{1}{n}{I}	Board's duty to prescribe length of school year an hours of teacher-pupil instruction and to adopt a calendar
C.R.S. 22-32-109{1}{n}{II}{A}	Board's duty to determine teacher-pupil contact hours.
C.R.S. 22-32-109{1}{n}{II}{B}	Adopt District calendar
C.R.S. 22-32-109{1}{z}	School District Boards-specific duties-District periodic in-service training re: child abuse
C.R.S. 22-32-109{1}{cc}	School District Boards-specific duties-staff dress code
C.R.S. 22-32-109.3	School District Boards-specific duties-release of student records
C.R.S. 22-32-110{I}{r}	Board of Education-powers and duties-excluding of material from libraries
C.R.S. 22-32-110{I}{y}	Local board powers accepting gifts donations and grants
C.R.S. 22-32-110{I}{jjj}	Board of Education-powers and duties-replacement of damaged student supplies
C.R.S. 22-32-110.7	Board of Education-powers and duties-drug testing
C.R.S. 22-32-117	School District Boards-specific duties-miscellaneous fees
C.R.S. 22-32-118	School District Boards-specific duties-summer schools
C.R.S. 22-32-119	Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.
C.R.S. 22-32-120	A Board of Education may establish, maintain, equip and operate a food service facility.
C.R.S. 22-63-201	Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.
C.R.S. 22-63-202	Requires a written employment contract with teachers, including a damages provision.
C.R.S. 22-63-203	This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.
C.R.S. 22-63-205	Teacher employment-exchange of teachers
C.R.S. 22-63-206	Permits transfer of teachers between schools upon recommendation of the district's chief administrative officer.
C.R.S. 22-7-1017(2)(a)	Requires each district to administer the school readiness assessment to each student

## Rocky Mountain Classical Academy State Statute Waivers

1. C.R.S. 22-9-106: Local board duties concerning performance evaluations; C.R.S. 22-2-112{1}(q)(l): Educator preparation program reporting

**Rationale:** Rocky Mountain Classical Academy (RMCA) administration must have the ability to perform the evaluations of all personnel. Should anyone on the administration team not have a Type D certificate, this should not preclude them from administering the evaluations. The RMCA Board must also have the ability to evaluate its Executive Principle and Business Operations Manager. Additionally, RMCA should not be required to report their teacher evaluation ratings as a part of the Commissioner's report as required by C.R.S. 22-2-112{1}(q)(l).

**Plan:** RMCA will use its own evaluation system as agreed to in the charter contract with D49 and therefore should not be required to report their teacher evaluation data. RMCA's evaluation system will continue to meet the intent of the law as outlined in the statute. The methods used for RMCA's evaluation system will include but not limited to quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Also, the evaluation data will be used to inform professional development decisions for each teacher. Core course level participation will continue to be reported Pursuant to C.R.S. 22-11-503.5, as this is a non-waivable statute.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** Since teachers' 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 RMCA, as set forth in the charter contract.

**Expected Outcome:** With this waiver, RMCA can implement its program and evaluate its teachers in a manner that produces greater accountability to the school; this will benefit students, parents, teachers, and the community.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

2. C.R.S. 22-32-109{1}(b): Local board duties concerning competitive bidding; C.R.S. 22-32-110(l)(y): Local board powers accepting gifts donations and grants

**Rationale:** RMCA requests sole discretion in managing its own budget and finances, this includes but not limited to all competitive bidding and accepting gifts, donations, and grants policies in order to ensure RMCA can acquire the goods and services that meet the needs of our students, teachers, and administration.

**Plan:** RMCA's Board of Directors (BOD) develops, implements, and maintains its own financial policies and procedures. The BOD will adopt a policy concerning competitive bidding and accepting of gifts, donations, and grants as required by law and for selecting successful bidders for contracts; the process is open, transparent, and in compliance with all applicable laws, rules, and regulations.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** The requested waiver will be measured by the performance of the Business Office Manager and his staff.

**Expected Outcome:** With this waiver, RMCA can purchase goods and services that best meet the needs of the students, parents, teachers, and administration and within RMCA's BOD approved budget.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

3. C.R.S. 22-32-109(1)(n)(l): Board's duty to prescribe length of school year an hours of teacher-pupil instruction and to adopt a calendar; C.R.S. 22-32-109(1)(n)(ll)(A): Board's duty to determine teacher-pupil contact hours; C.R.S. 22-32-109{1}(n)(ll){B): 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/instruction 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 and instruction. In its Application, RMCA

## Rocky Mountain Classical Academy State Statute Waivers

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.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** A school calendar that is designed to maximize teacher-student contact time should lead to improved results.

**Expected Outcome:** With this waiver, RMCA will be able to implement its calendar and evaluate its instructional minutes in accordance with its system, which is designed to produce greater accountability and ensure student progress, and greater flexibility in RMCA's program.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

4. C.R.S. 22-32-109(1)(z): School District Boards-specific duties -District periodic in-service training re: child abuse; C.R.S. 22-32-109(1)(cc): School District Boards-specific duties-staff dress code; and C.R.S. 22-32-109.3: School District Boards-specific duties-release of student records

**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. Further, RMCA reserves the right to set its own dress code standard as provided by the Charter School Act.

**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.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** Grant of this waiver will help ensure that RMCA teachers spend time

in the classroom with their students without the need for a substitute due to conflicts of interest. This will also allow for RMCA to develop a "train the trainer" model for required training.

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

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

5. C.R.S. 22-32-110(l)(r): Board of Education-powers and duties-excluding of material from libraries; C.R.S. 22-32-110(l)(jj): Board of Education-powers and duties-replacement of damaged student supplies; C.R.S. 22-32-110.7: Board of Education-powers and duties-drug testing

**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 the 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.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** 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.

## Rocky Mountain Classical Academy State Statute Waivers

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

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

### 6. C.R.S. 22-32-117: School District Boards-specific duties-miscellaneous fees

**Rationale:** RMCA is responsible for its own budget preparation and operations; based on this the BODs should have the authority to develop its own policies and procedures to levy miscellaneous fees if any circumstances warrant such action.

**Plan:** RMCA will consider the imposition of fees and charges when and if circumstances allowed by the statute warrant. RMCA will follow the law as to the fees' permissibility. At the discretion of the Business Office Manager, RMCA may offer students payment plans and or alternatives to payment of charges, alternatives to payment or reduced payments may include by not limited to volunteer hours. RMCA BODs will adopt a charges policy that will outline and inform all students, parents, teachers, and administration of the permissible charges.

**Financial Impact:** RMCA anticipates the requested waiver will have a positive financial impact on RMCA.

**How the Impact of the Waivers Will Be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that the Business Operations Manager has put into place.

**Expected Outcome:** With this waiver, RMCA expects to align its miscellaneous fees with its financial policies and procedures as stated in the charter agreement and reduce fraud, waste, and abuse of RMCA finite funds.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

### 7. C.R.S. 22-32-118: School District Boards-specific 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.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** 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.

**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.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

### 8. C.R.S. 22-32-119: Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program

**Rationale:** The District has approved RMCA's Kindergarten 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

## Rocky Mountain Classical Academy State Statute Waivers

curricula. Therefore, RMCA must have the flexibility to prescribe textbooks that meet its educational needs as well as meet state standards for its Kindergarten program.

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

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** 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:** Kindergarten students will graduate to 1st grade by demonstrating higher levels of student achievement.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

9. C.R.S. 22-32-120: A Board of Education may establish, maintain, equip and operate a food service facility.

**Rationale:** RMCA is responsible for its own breakfast and lunch services for those students who opt into the program. The BOD must have the authority to develop and implements its own contracts with food service vendors to provide the required nutrition to every student within RMCA.

**Plan:** RMCA will consider all available options for his food service requirements; aligning with law and regulatory guidance. The Business Office Manager will contract with the vendor who provides the nutrition required for both breakfast and lunch while staying within the allotted financial amount for reimbursement from the state of Colorado.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that the Business Operations Manager has put into place.

**Expected Outcome:** With this waiver, RMCA expects to align its nutrition services required by the charter agreement, law, and regulatory guidance while reducing RMCA's fraud, waste, and abuse of the food service program.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

10. C.R.S. 22-63-201: Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

**Rationale:** RMCA must be allowed the autonomy to hire teachers and administrators who will support our mission, goals, and objectives regardless of an educator certificate or letter of authorization.

**Plan:** RMCA will seek to attract educators from a wide variety of backgrounds, which includes but not limited to those from out-of-states, with several years of successful teaching experience, and those from other professional experiences. RMCA will make every effort to ensure that educators have a current certificate or letter; however, final decisions will be made to hire those who are best-qualified. RMCA will ensure fingerprints, background check, and reference checks are done on all employees prior to hiring. RMCA will report the number of in-field and out-of-field teacher designations, years of experience of teachers, and any other requirements promulgated by Colorado Department of Education.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**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 RMCA based on its charter agreement.

**Expected Outcome:** This waiver will allow RMCA to hire educators that are best fit for RMCA's design, which is vital to the success of its program.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

## Rocky Mountain Classical Academy State Statute Waivers

11. C.R.S. 22-63-202: Requires a written employment contract with teachers, including a damages provision; C.R.S. 22-63-203: This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts

**Rationale:** This section of law applying to District Boards allows delegation of the employment agreement 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, including employee agreements.

**Plan:** RMCA's Human Resource Director, Executive Principal, and Board of Directors will serve as the final authority for due process purposes to ensure its personnel, when being employed or terminated, have an avenue of support, and appeal.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** 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 employee agreement, hiring processes, and termination of employment, and strengthens the "at-will" basis of employment.

**Expected Outcome:** RMCA will continue to be an equal opportunity employer, and subsequently hire staff in a timely manner to enhance student performance.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

12. C.R.S. 22-63-205: Teacher employment-exchange of teachers; C.R.S. 22-63-206: Permits transfer of teachers between schools upon recommendation of the district's chief administrative officer

**Rationale:** This provision of the law clearly applies to district employees 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.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** As a result of this waiver, teachers employed by RMCA will be fully aware of the terms of their employment. RMCA will keep data on all employees leaving the organization, or requesting a transfer.

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

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.

13. C.R.S. 22-7-1017(2)(a): Requires each district to administer the school readiness assessment to each student

**Rationale:** The District has approved RMCA's Kindergarten educational program by virtue of accepting and approving the renewal application materials and concluding a Charter Contract. However, as RMCA has chosen its curricula to fulfill that program, it has also undertaken to use a body of evidence including the use of TS Gold used to assess the

## Rocky Mountain Classical Academy State Statute Waivers

students' preparedness for Kindergarten. Therefore, RMCA must have the flexibility to prescribe the appropriate test(s) needed to evaluate the benchmarks needed for Kindergarten enrollment standards.

**Plan:** RMCA administers the TS Gold test within the first 30 days of Kindergarten.

**Financial Impact:** RMCA does not anticipate the requested waiver will have any financial impact on D49 or RMCA's budgets.

**How the Impact of the Waivers Will Be Evaluated:** RMCA will continue to see progress monitoring done throughout the year.

**Expected Outcome:** Upon completion of their Kindergarten year, Kindergarten students will be ready to move to 1st grade.

**Duration of the Waivers:** RMCA requests that the waiver be for the duration of its contract with D49.