

ATTACHMENT 3

Automatic Waivers from State Law

Automatic Waivers

22-1-112	School Year - National Holidays
22-32-109(1)(b)	Local Board Duties Concerning Competitive Bidding
22-32-109(1)(f)	Local Board Duties Concerning Selection of Staff, and Pay
22-32-109(1)(t)	Local Board Duties Concerning Textbooks and Curriculum
22-32-110(1)(h)	Local Board Powers-Terminate employment of personnel
22-32-110(1)(i)	Local Board Powers-Reimburse employees for expenses
22-32-110(1)(j)	Local Board Powers-Procure life, health, or accident insurance
22-32-110(1)(k)	Local Board Powers-Policies relating to inservice training and official conduct
22-32-110(1)(y)	Local Board Powers-Accept gifts, donations, grants
22-32-110(1)(ee)	Local Board Powers-Employ teachers' aides and other noncertificated personnel
22-32-126	Employment and Authority of Principals
22-33-104(4)	Compulsory School Attendance – Attendance policies and excused absences
22-63-301	Teacher Employment Act-Grounds for dismissal
22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402	Teacher Employment Act-Certificate required to pay teachers
22-63-403	Teacher Employment Act-Describes payment of salaries

Non-Automatic Waivers from State Law and RRP's

Non-automatic Waivers

22-32-109(1)(n)(I)	Local Board Duties Concerning School Calendar
22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact hours
22-32-109(1)(n)(II)(B)	Adopt District Calendar
22-63-206	Teacher Employment Act-Transfer of teachers
22-2-112(1)(q)(I)	Commissioner-Duties (reporting performance evaluation ratings)
22-9-106	Local Board Duties Concerning Performance Evaluations
22-63-201	Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202	Teacher Employment Act - Contracts in writing, damage provision
22-63-203	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
22-63-204	Teacher Employment Act – Interest prohibited Receiving moneys from the sale of goods.
22-32-119	Kindergarten
22-63-103(10)	Teacher Employment Act – Definitions – “substitute teacher”

Rationale and Replacement Plans for Non-Automatic Waiver Requests

C.R.S. 22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar; 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours; 22-32-109(1)(n)(II)(B) Adopt District Calendar

School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: A finalized calendar and school day of PSAS will be officially adopted after approval of the Charter and hiring of the School Administrator.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or PSAS.

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 PSAS as set forth in the application.

Expected Outcome: As a result of this waiver, PSAS will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-63-206 Teacher Employment Act-Transfer of teachers

Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for PSAS.

Replacement Plan: PSAS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: PSAS expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties (reporting performance evaluation ratings)

Rationale: In order for the School to function according to its unique needs and design, the School Administrator and PSAS Board must develop and adopt its own system of evaluation.

Replacement Plan: PSAS will provide a yearly evaluation for all staff. Teachers will be held accountable to the School Administrator. The evaluation system will be further developed and submitted to the District prior to commencing school operations.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: With this waiver, PSAS will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. § 22-9-106 Local Board of Education Duties Concerning Performance Evaluations

Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state Board of Education, and the minimum information required in the district's written evaluation system.

Rationale: In order for the School to function according to its unique needs and design, the School Administrator and PSAS Board must develop and adopt its own system of evaluation.

Replacement Plan: PSAS will provide a yearly evaluation for all staff. Teachers will be held accountable to the School Administrator. The evaluation system will be further developed and submitted to the District prior to commencing school operations.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

C.R.S. § 22-63-201 Teacher Employment Act - Compensation & Dismissal Act- Requirement to hold a certificate

Prohibits PSAS Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Rationale: PSAS will be solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of "Highly Qualified" staff as defined in NCLB.

Replacement Plan: PSAS may, where possible, hire certified teachers and School Administrators. However, it may be beneficial for PSAS be able to hire teachers without a certificate and who possess unique background and/or skills, or fill a need for the school. PSAS may require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the evaluation system set forth in this application.

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

C.R.S. § 22-63-202 Teacher Employment Act - Contracts in writing, damage provision

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

Rationale: PSAS 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 termination procedures. Therefore, the School requests that these statutory duties be waived or delegated from the District to PSAS. The success of the School will depend in large part upon its 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. All PSAS staff will be employed on an at-will basis.

Replacement Plan: The School will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.

Duration of the Waivers: PSAS requests the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-203 Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal

This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

Rationale: PSAS 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 termination procedures. Therefore, the School requests that these statutory duties be waived or delegated from the District to PSAS. The success of the School will depend in large part upon its 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. All PSAS staff will be employed on an at-will basis.

Replacement Plan: The School will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.

Duration of the Waivers: PSAS requests the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-204 – Teacher Employment Act – Interest prohibited Receiving moneys from the sale of goods.

Rationale: Because PSAS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. PSAS staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.

Replacement Plan: The PSAS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

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 school, as set forth in the application.

Expected Outcome: As a result of the waiver, the PSAS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-32-119 – Kindergarten

Permits Board of Education to establish and maintain Kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.

Rationale: PSAS will operate its own Kindergarten program in accordance with the application. PSAS should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the application and the Contract.

Replacement Plan: PSAS will provide its own curriculum for Kindergarten students.

Duration of the Waivers: PSAS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

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 school, as set forth in the application.

Expected Outcome: PSAS expects that as a result of this waiver it will be able to operate its Kindergarten program to the benefit of the students, teachers and community.

C.R.S. § 22-63-103 (10) –Teacher Employment, Compensation, and Dismissal -Definitions - Substitute Teacher

This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The School Administrator shall have the authority to select part-time and substitute teachers.

Duration of the Waiver: PSAS requests that the waiver be for the duration of its Charter.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in this application.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.