

Automatic Waivers

State Statute	Description
22-32-109(1)(b)	C.R.S. Local board duties concerning competitive bidding
22-32-109(1)(f)	C.R.S. Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A)	C.R.S. Determine teacher-pupil contact hours
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)(y)	C.R.S. Local board powers-Accepting gifts, donations, and grants
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)	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
	C.R.S. Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-401	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 - See more at: http://www.cde.state.co.us/cdechart/waivers#sthash.RVEG0vtl.dpuf
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Employment, Evaluation and Termination of Teachers and Non-Certificated Staff

State Statute/DCSD Policy	Description
22-9-106 – Certified Personnel Evaluations/ District Policy: AFC-1, GCN-1, Evaluation of Professional Staff: Teachers	Requires school districts to have a written system and related procedures to evaluate the performance of school district certificated personnel.
22-63-201 – Employment – Certificate Required/ District Policy: GCC/GCD – Professional Staff Recruiting/Hiring	Prohibits a board from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.
22-63-202 – Employment Contracts/ District Policy: GCPB, Resignation of Professional Staff Members; GCPC, Retirement of Professional Staff Members; GCPCA, Early Retirement; GDA, Support Staff Positions; GDC/GDD, Support Staff Recruiting/Hiring; GDB/GDBA, Support Staff Contracts and Compensation Plans/Salary Schedules	Requires written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract. DCSD policies relate to employment provisions including salary, benefits, leave and termination.
22-63-203 – Probationary Teachers	Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contracts.

<p>22-63-206 – Transfer – Compensation/ District Policy: GCE, Professional Staff Assignments and Transfers</p>	<p>Permits transfer of teachers between schools upon recommendation of district’s chief administrative officer.</p>
<p>District Policy: GBL, Personnel Records</p>	<p>Requires school personnel records to be maintained.</p>
<p>District Policy: GMB, Staff Complaints and Grievances</p>	<p>Sets forth procedures for staff to file complaints and/or grievances.</p>
<p>District Policies: GCA, Professional Staff Positions; GCDA, Professional Staff Recertification; GCG, Professional Staff Probation and Tenure; GCJ/GCK, Professional Staff Time Schedule/Work Load; GCKB, Professional Staff Meetings; GCL, GCL-A, Professional Staff Development Opportunities/Visitations and Conferences; GCPA, Reduction in Professional Staff Workforce</p>	

Rationale

PPA 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, providing its own training and establishing its own system for staff to file complaints and grievances. PPA understands that it is extremely important for the school to hire highly qualified and committed teaching staff. PPA will only hire teachers that meet the ESEA definition of Highly Qualified for elementary and secondary schools, and who demonstrate subject matter competency and a true love for education and for the arts. PPA will be an Equal Opportunity Employer and shall not discriminate against any employee on the basis of race, color, national origin, creed, religion, ancestry, age, gender, sex, sexual orientation or disability in its

recruitment, selection, training, utilization, termination or other employment-related activities. Additionally, all people who perform services for PPA will be considered “at-will” employees. This means “that in the absence of a contract to the contrary, neither an employer nor an employee is required to give notice or advance notice of termination or resignation. Additionally, neither an employer nor an employee is required to give a reason for the separation from employment¹.”

PPA, therefore, requests that these statutory duties be waived or delegated from the Board of Education to the school’s Board. Additionally, PPA will maintain personnel records for each employee, certificated, classified and administrative. These records will be accurately maintained at the school. PPA will comply with all public records and privacy act requirements.

Expected Impact on Achievement

PPA will establish performance criteria in accordance with its educational program. It will evaluate its teachers in accordance with the student achievement goals specified elsewhere in this proposal. PPA will select, employ and provide professional development for its own teachers and staff. The school will manage its own personnel affairs, including the establishment of salary schedules and procedures for dismissal. It will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in the school. PPA expects student achievement to rise (as measured by standardized testing) and student and staff satisfaction to increase.

Financial Impact

PPA anticipates that the requested waivers will have no financial impact on DCSD or the school.

Evaluating the Impact of the Waivers

The impact of these waivers will be measured by the performance criteria and assessments that apply to PPA, including the student achievement goals defined in this proposal; the scores achieved on the Colorado Standardized Assessments (e.g., PARCC, CMAS); and other standardized, norm-referenced testing that may be implemented at the school. Staff retention, turnover and satisfaction also will be measured and analyzed to measure the impact of these waivers.

¹ Employment-At-Will. (n.d.). Retrieved December 30, 2014, from <http://www.colorado.gov/pacific/cdle/employment-at-will>

Waivers to Boards of Education – Specific Duties

State Statue/DCSD Policy	Description
22-32-109(1)(n)(I) – Local Boards of Education – Specific Duties/School Calendar/ District Policy: JC, School Attendance Areas	Requires local boards of education to determine the length of time which the schools of the district will be in session.
District Policy: JICA, Student Dress	

Rationale

PPA will have the authority to determine the educational program and textbooks to be used in the school. Consequently, these waivers are requested to delegate responsibility for these items from the Board of Education to PPA in keeping with the spirit of the overall proposal.

Expected Impact on Achievement

PPA expects, as a result of these waivers, to implement its defined curriculum and meet or exceed the student achievement goals defined in previous sections of this proposal. PPA expects students and staff alike will be enthusiastic about the varied and sophisticated information imparted, which will have a positive effect on school attendance. PPA also expects that, as a result of these waivers, it will be able to operate its educational program to the benefit of the students, teachers and community while ensuring that students focus on the curricular standards of PPA from the beginning.

Financial Impact

PPA anticipates that the requested waivers will have no financial impact on DCSD or the school.

Evaluating the Impact of the Waivers

The impact of these waivers will be measured by the performance criteria and assessments that apply to PPA , including the student achievement goals defined in this proposal; the scores achieved on the Colorado Standardized Assessments (e.g., PARCC, CMAS); and other standardized, norm-referenced testing that may be implemented at the school.

Waivers to Educational Content Required

State Statute	Description
22-1-110 – Effect of Use of Alcohol and Controlled Substances to Be Taught	Specifies how, when and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale

PPA will be responsible for its own educational, curriculum, field trips and facility-use policies. PPA must have the ability to choose its own curriculum and other educational complements. Further, PPA should have the authority to determine how its facility will be used and any corresponding fee schedule.

Expected Impact on Achievement

This waiver is important to PPA’s ability to meet its stated student achievement goals. It is imperative the PPA Board have the ability to choose its curriculum in order that it can meet its student achievement goals. The Board must also have the authority to determine the use of its facility to ensure that this meets the needs of PPA community.

Financial Impact

There should be no financial impact upon the DCSD. PPA must operate within its budget and will be responsible for approving all expenditures and revenues.

Evaluating the Impact of the Waiver

The impact of this waiver will be measured by the student achievement results of PPA as well as by the achievement of the school’s goals and objectives as specified previously in this proposal.

PPA reserves the right to continue reviewing the Colorado Revised Statutes and/or DCSD policies to determine if there are additional waivers the school would like to pursue and to request waivers of those statutes, as specified in C.R.S. 22-2-117 (1) and (2).