

## Attachment 6: *AMENDED*

### Additional Requests for Waiver of State Laws and/or Regulations

The School is committed to compliance with all applicable State and Federal law. The School will obtain legal counsel when deemed reasonable and necessary by the School. Statutory procedures will be followed to obtain non-automatic waivers, as necessary.

#### **I. Automatic Waivers**

Pursuant to 22-30.5-103, C.R.S., Colorado has identified waivers that are automatically granted to all charter schools upon establishment of a charter contract. Gardner Valley School hereby invokes those waivers, as follows.

C.R.S. § 22-32-109 (f)(1) and (t) Board of education--specific duties

C.R.S. § 22-32-110 (h)-(k) and (ee). Board of education – special duties

C.R.S. § 22-32-126 (entire section) Head of Schools--employment and authority

C.R.S. § 22-1-122 (4) Transportation token program--legislative declaration--eligibility—fund

C.R.S. § 22-63-301 (entire section) Grounds for dismissal

C.R.S. § 22-63-302 (entire section) Procedure for dismissal--judicial review

C.R.S. § 22-63-401 (entire section) Salary schedule--adoption--changes

C.R.S. § 22-63-402 (entire section) Services--disbursements

C.R.S. § 22-63-403 (entire section) Payment of salaries

C.R.S. § 22-1-112 (entire section) School year--national holidays

#### **II. Non-automatic waivers**

Pursuant to 22-30.5-105(3), C.R.S., Colorado has established procedures for charter schools to seek non-automatic waivers of state law. The Gardner Valley School and the Huerfano School District RE-1 agree that the School may seek state approval for the following non-automatic waivers and, if the State approves, the School may operate a program that does require conformity with these statutes.

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

C.R.S. § 22-32-109(1)(n)(I): Board of Education Duties - School Calendar

C.R.S. § 22-32-109(1)(n)(II)(A): Board of Education Duties - determine contact hours

C.R.S. § 22-32-109(1)(n)(II)(B): Board of Education Duties - Adoption of District Calendar

C.R.S. § 22-63-201: Teacher employment - certificate required

C.R.S. § 22-63-202: Teacher employment - contracts in writing, damage provision

C.R.S. § 22-63-203: Probationary teachers - renewal and non-renewal of employment contract

C.R.S. § 22-63-206: Teacher employment - transfer of teachers

C.R.S. § 22-9-106: Local Board of Education - Duties Performance Evaluation System

The Rationale and Replacement Plan (RRP) for each waiver requested follows.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**C.R.S. § 22-63-201 Employment Certificate required**

**Rationale:** Gardner Valley School must 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 and act as the school’s chief executive officer.

**Replacement Plan:** Gardner Valley School will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed 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. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All Core Teachers 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; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement as this is a federal requirement. The School may hire non-core teachers whose education and experience to further the goals of the School although such non-core teachers may lack all or some requirements of core teachers. All non-core teachers will meet practice and proficiency standards developed and communicated by the Head of School at the time of hiring and evaluated at least once per year. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

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

**Financial Impact:** Gardner Valley School anticipates that the requested waiver will have no financial impact upon the budget.

**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 the Charter Contract.

**Expected Outcome:** As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school’s design, which is vital to the success of its program.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

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

**C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties**

**Rationale:** The school leader of Gardner Valley School must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school

leader. Additionally, Gardner Valley School 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)(I).

**Replacement Plan:** Gardner Valley School uses its own evaluation system as agreed to in the Charter School Agreement with the district and therefore should not be required to report their teacher evaluation data. Gardner Valley School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Gardner Valley 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, and meet the intent of the quality standards established in SB 10-191. All evaluators will receive training in their school's evaluation system. In addition, the evaluation data is used to inform professional development and employment decisions for teachers. 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. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

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

**Financial Impact:** Gardner Valley School anticipates that the requested waiver will have no financial impact.

**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 Gardner Valley School as set forth in the Charter Contract

**Expected Outcome:** With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members and students.

### **Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

#### **Statutory Citation and Title:**

**C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**

**C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract**

**C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers**

**Rationale:** Gardner Valley School should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful at a traditional public school will be successful at Gardner Valley School. In addition, Gardner Valley School is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the district should have the authority to transfer its teachers into the school or transfer teachers from Gardner Valley School to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** Gardner Valley School has employment agreements with the terms of nonrenewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at will/annual basis. Gardner Valley School will hire teachers on a best qualified basis. There is no provision for transfers.

<b>Duration of Waivers:</b> The duration of the contract.
<b>Financial Impact:</b> Gardner Valley School anticipates that the requested waivers will have no financial impact on the district or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to Gardner Valley School as set forth in the Charter Contract.
<b>Expected Outcome:</b> Gardner Valley School expects that as a result of this waiver it will be able to manage its own personnel affairs.
<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>Statutory Citation and Title:</b> <b>C.R.S. §22-32-109(1)(n)(I) <u>Board of Education- Specific Duties School Calendar</u></b> <b>C.R.S. 22-32-109(1)(n)(II)(A) <u>Determine teacher-pupil contact hours</u></b> <b>C.R.S. §22-32-109(1)(n)(II)(B) <u>Board of Education-Specific Duties Adoption of District Calendar</u></b>
<b>Rationale:</b> Gardner Valley School will prescribe the actual details of its own school calendar and determine teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies and Gardner Valley School will have a calendar and contact hours that may differ from the rest of the schools within the district.
<b>Replacement Plan:</b> The final calendar and the school’s daily schedule will be approved by the board of Gardner Valley School. The school will be included in Huerfano School District’s plan for a four-day school week. Gardner Valley School will meet or exceed contact hour requirements set forth in state statute.
<b>Duration of Waivers:</b> The duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the The district or the school.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to Gardner Valley School as per this Charter School Agreement.
<b>Expected Outcome:</b> As a result of these waivers, Gardner Valley School will be able to implement the necessary policies to increase student achievement.

## **GARDNER VALLEY SCHOOL**

### **Approval of Amended Attachment # 6 to the Gardner Valley School Contract**

WHEREAS, the Gardner Valley School (School) and its authorizer Huerfano School District RE-1 (District) entered into a charter contract for the period between July 1, 2020 and June 30, 2025;

WHEREAS the School and the District agreed that the School could seek waivers from state law that are recognized as automatic and memorialized its agreement in Attachment 6 of the Charter Contract;

WHEREAS the School and the District have acknowledged that successful operation of the charter School requires waivers of state laws, both automatic and not automatic;


NOW THEREFORE, be it resolved by the Charter Board of the Gardner Valley School:

1) That the District and the School agree to amend Attachment 6, of the Charter Contract;

2) That the District and the School, shall seek permission from Colorado's State Board of Education to waive all statutes or sections of statutes as set forth in the amended Attachment 6, which is attached to this Resolution, as necessary to permit the School to execute its charter;

3) That the officers of the Gardner Valley School are authorized take any other necessary actions with the Colorado Board of Education and Huerfano District RE-1 carry out the purposes of this resolution.

Adopted this 26<sup>th</sup> day of April 2020

By:   
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President of Gardner Valley School Board

## HUERFANO SCHOOL DISTRICT RE-1

Resolution #   10  

### Approval of Amended Attachment # 6 to the Gardner Valley School Contract

WHEREAS, the Gardner Valley School (School) and its authorizer Huerfano School District RE-1 (District) entered into a charter contract for the period between July 1, 2020 and June 30, 2025;

WHEREAS the School and the District agreed that the School could seek waivers from state law that are recognized as automatic and memorialized its agreement in Attachment 6 of the Charter Contract;

WHEREAS the School and the District have acknowledged that successful operation of the charter School requires waivers of state laws, both automatic and not automatic;

NOW THEREFORE, be it resolved by the School Board of Huerfano District RE-1 as follows:

1) That the District and the School agree to amend Attachment 6, of the Charter Contract;

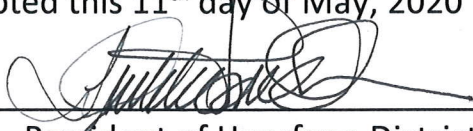
2) That the District and the School, shall seek permission from Colorado's State Board of Education to waive all statutes or sections of statutes as set forth in the *amended* Attachment 6, which is attached to this Resolution, as necessary to permit the School to execute its charter;

3) That the officers of the Huerfano RE-1 Board of Education, as well as Michael Moore, Superintendent and Erica Mason, District Finance Director, are authorized to sign documents, take any other necessary actions with the Colorado Board of Education and the Charter School to carry out the purposes of this resolution.

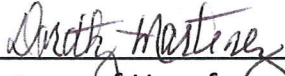


Adopted this 11<sup>th</sup> day of May, 2020

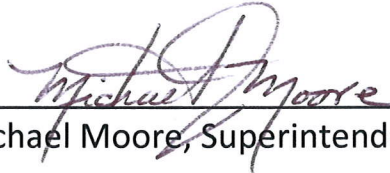
By:



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President of Huerfano District RE-1 Board of Education



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Secretary of Huerfano District RE-1 Board of Education



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Michael Moore, Superintendent, Huerfano RE-1 District



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Erica Mason, Finance Director, Huerfano RE-1 District