



Charter School Waiver Requests

Charter School Information

School Name: North Routt Community Charter School
School Address: 26990 Eagle Lane, Clark, CO 80428

Charter School Contact: Brandon LaChance, Executive Director
Charter School Phone: 970-871-6062
Charter School Contact Email: blachance@northroutt.com

Current Enrollment: 87
Grades Served: Lowest: K Highest: 8
Term of Charter Contract: February 9, 2015 through June 30, 2020
Year School Originally Opened: 2000

Waiver Request Prepared by: Susan Marshall, Business Manager
Preparer's Phone Number: 970-819-0901
Preparer's Email Address: smarshall@northroutt.com

Authorizer Information

Authorizer Name: Steamboat Springs School District
Authorizer Address: 325 7th Street, Steamboat Springs, CO 80487
Authorizer Contact: Brad Meeks, Superintendent
Authorizer Phone: 970-871-1530
Authorizer Email Address: bmeeks@sssd.k12.co.us

Non-automatic waivers from statute and rule that are being requested:

C.R.S. § 22-9-106
C.R.S. § 22-32-109(1)(n)(I)
C.R.S. § 22-32-109(1)(n)(II)(B)
C.R.S. § 22-32-120
C.R.S. § 22-33-105
C.R.S. § 22-63-201
C.R.S. § 22-63-202
C.R.S. § 22-63-203
C.R.S. § 22-63-206

Signatures:

STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2

Brad Meeks
Authorizer Contact


Authorizer Contact Signature

2-10-15
Date

NORTH ROUTT COMMUNITY CHARTER SCHOOL

Brandon LaChance
Charter School Contact


Charter School Contact Signature

2/9/15
Date

NON-AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

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

This section requires that employee performance evaluations be performed as set forth by the Steamboat Springs School District.

Rationale: The NRCCS will be responsible for its own personnel matters, including supervision and evaluation of personnel and the method for conducting such evaluations. The NRCCS Director must have the ability to perform the evaluation of all personnel. The NRCCS BOD must also have the ability to perform the evaluation for the director of school.

Replacement Plan: NRCCS uses its own evaluation system as agreed to in the Charter School Agreement with Steamboat Springs School District. NRCCS's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for NRCCS'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.

Duration of the Waivers: NRCCS requests that the waiver be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five ((5)) academic operating years, through June 30, 2020.

Financial Impact: NRCCS anticipates that the requested waiver will have no financial impact upon the Steamboat Springs School District or the NRCCS budget.

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 this Charter School Agreement.

Expected Outcome: The school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

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

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

Rationale: The school year at NRCCS will total approximately 162 days per year which exceeds the current requirement for student hours in state statute. NRCCS will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and NRCCS will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by NRCCS and will meet or exceed the expectations in state statute

Duration of the Waivers: NRCCS requests that the waivers be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Steamboat Springs School District or NRCCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: The school will be able to implement the necessary policies to increase student achievement.

C.R.S. §22-32-120. Food Services.

Grants district board the right to establish and maintain food services

Rationale: NRCCS will be operating independently from other schools in the Steamboat Springs School District and will not be able to afford a food service within its current facility.

Plan: NRCCS, through collaboration with a local business, provides affordable meals to any student family that desires such service. Additionally, through local donations, NRCCS will provide emergency meals and snacks for children that forgot to bring food. NRCCS will not feed children on a regular basis.

Duration of the Waivers: NRCCS requests that the waiver be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020.

Financial Impact: NRCCS anticipates that the requested waiver will have no financial impact upon the Steamboat Springs School District or the NRCCS budget.

How the Impact of the Waivers will be Evaluated: NRCCS will monitor the number of children who arrive at school without food. This will allow the school to raise community money to support children in need, if necessary.

Expected Outcome: With this waiver, NRCCS will support its students with food as necessary.

C.R.S. §22-33-105. **Suspensions, expulsion and denial of admission of students.**
Provides conditions and procedures for suspensions, expulsion, denial of admission

Rationale: NRCCS will be responsible for creating the written policy setting forth the school's requirements regarding the suspension, expulsion or denial of admission for student enrolled or desirous of enrollment at NRCCS. The Steamboat Springs School District reserves the right to approve the plan once it has been created, as stated in the Charter Contract.

Replacement Plan: NRCCS will be responsible for creating the written suspension and expulsion policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: NRCCS requests that the waivers be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waiver will have no financial impact on the Steamboat Springs School District or NRCCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: The school will be able to implement the necessary policies to increase student achievement.

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

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. Teacher employment, contracts in writing-duration-damage provision.

Rationale: NRCCS should be granted the authority to hire teachers and principals that will support the schools 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. The 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 NRCCS will be employed on an at-will basis. All employees of NRCCS will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of NRCCS.

Duration of the Waivers: NRCCS requests that the waivers be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Steamboat Springs School District or NRCCS.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: The school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

Rationale: NRCCS 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 in the regular public school will be successful at NRCCS. All employees of NRCCS will be employed on an at-will basis.

Replacement Plan: NRCCS has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: NRCCS requests that the waivers be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Steamboat Springs School District or NRCCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per the Charter School Agreement.

Expected Outcome: The school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206. Teacher Employment, Compensation and Dismissal Act.

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

Rationale: NRCCS is granted the authority under the Charter School Agreement to select its own teachers. No other school nor the Steamboat Springs School District should have the authority to transfer its teachers into NRCCS or transfer teachers from NRCCS to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Steamboat Springs School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Steamboat Springs School District or the school.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to NRCCS, as set forth in the Charter School Agreement

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.