

Request for Waiver of Colorado Revised Statutes

Basic Information:

School Name: Rocky Mountain Deaf School

School Address: 10300 W Nassau Ave Denver, CO 80235

Charter School Contact: Amy J Novotny

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District Contact: Tom McMillen

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Automatic Waivers

C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers - Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties - Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers - Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers - Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers - Employ teachers' aides and other non-certificated personnel
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
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers

C.R.S. § 22-9-106 C.R.S. § 22-2-112(1)(q)(I)	Performance Evaluation System Commissioner Duties
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Rationale: The charter school leader must have the ability to perform the evaluation of all personnel. The board of directors must also have the ability to perform the evaluation for the school leader or designated school leader. Additionally, Rocky Mountain Deaf School will 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: The charter school employs its own personnel and evaluates their performance regularly. Teachers are held accountable to the principal or to his or her designee. RMDS Charter School uses its own evaluation system as agreed to in the Charter School Agreement. At a minimum, RMDS’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for RMDS’s evaluation system include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Additionally, the board of directors will evaluate the school leader or designated school leader at least once a school year. RMDS will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to enhance the implementation of programs and curriculum, provide a basis for the improvement of instructions, provide a measurement of satisfactory or unsatisfactory performance and serve as a measurement for professional growth and development.

Financial Impact: RMDS Charter School anticipates that the requested waivers will have no financial impact upon the school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: With this waiver, RMDS Charter School will be able to hire, evaluate and retain high quality personnel that align with the school’s mission and vision supporting our Charter School Agreement.

C.R.S. § 22-32-109(1)(b)	Competitive Bidding
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Rationale: The charter school is responsible for its own financial operations, which includes the requirement to comply with competitive bidding laws. The school has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan: The charter school maintains a business office that complies with federal and state financial laws as evidenced through policy adopted by the board of directors and/or protocols administered under the guidance of the principal.

Financial Impact: RMDS Charter School anticipates that the requested waiver will have no financial impact upon the school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: RMDS Charter School will be able to conduct its own competitive bidding process, ensuring the highest quality and best priced options for the charter school.

C.R.S. § 22-32-110(1)(y)	Accepting gifts, donations or grants
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Rationale: The charter school is responsible for its own financial operations, which includes the requirement to comply with laws regarding the acceptance and use of donations. The board of directors has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan: The charter school maintains a business office that complies with federal and state financial laws as evidenced through policy adopted by the board of directors and/or protocols administered under the guidance of the principal.

Financial Impact: RMDS Charter School anticipates that the requested waiver will have no financial impact upon the School or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: RMDS Charter School will be able to follow its own procedures for the acceptance and use of donations.

C.R.S. § 22-32-109(1)(n)(I) C.R.S. § 22-32-109(1)(n)(II)(A) C.R.S. § 22-32-109(1)(n)(II)(B)	Board of Education - Specific Duties: School calendar, contact hours, and district calendar
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Rationale: The charter school is responsible for its own operations, which includes the school calendar and ensuring the minimum number of teacher-pupil contact hours. Responsibility for compliance with these laws rests with the principal and is supported by the governing board.

Replacement Plan: The governing board has policies to ensure compliance with these state laws. The school will develop a school day and school calendar that meets or exceeds the minimum requirements for instructional days and instructional hours as outlined by the statute.

Financial Impact: RMDS Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: RMDS Charter School will be able to operate with its own calendar in alignment with its approved educational program as well as meet or exceed required student contact hours.

Rationale: The charter school should be granted the authority to hire teachers and school leaders that will support the school's goals and objectives. The school recognizes the value of state teacher certification and will require teachers to attain their license within 3 years of their start date.

Replacement Plan: The charter school will seek to attract school leaders 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 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 MA 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 acknowledges that it will nevertheless have to report the number of teachers "in-field"/"out-of-field" and years of experience of teachers.

Financial Impact: RMDS Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: RMDS Charter School will be able to hire, evaluate and retain quality personnel that align with the school's mission and vision supporting our Charter School Agreement.

<p>C.R.S. § 22-63-202 C.R.S. § 22-63-203 C.R.S. § 22-63-205 C.R.S. § 22-63-206</p>	<p>Teacher employment, compensation, dismissal act, and exchange of teachers.</p>
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Rationale: Rocky Mountain Deaf School Charter School, via the Charter School Agreement, has been granted the authority to hire and evaluate personnel. Its status as a charter school makes these teacher employment, compensation and dismissal act provisions irrelevant. Additionally, the authorizer should not have the authority to transfer its teachers into or out of the charter school, except as provided for in the Charter School Agreement.

Replacement Plan: The charter school will employ its own personnel, which includes evaluating their performance and compensation. In addition, Lincoln Academy understands that all core content teachers still must meet the Highly Qualified requirements. There is no provision of transfers.

Financial Impact: RMDS Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: RMDS Charter School will be able to hire, evaluate and retain quality personnel that align with the school's mission and vision supporting our Charter School Agreement.

C.R.S. § 22-32-119	Kindergartens
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Rationale: RMDS will be responsible to establish and maintain its own kindergarten for the instruction of children one year prior to the year in which such children will be eligible for admission to the first grade.

Replacement Plan: RMDS will be responsible for maintaining and operating a kindergarten program that is separate from the programmatic design of the district kindergarten program. The principal will determine the courses of training, study, discipline and rules and regulations governing such kindergarten programs that meets or exceeds state requirements. RMDS will not charge tuition to attend any portion of the program, except as provided pursuant to section 22-32-115 (2)(b)(l), and shall not charge the parent fees for the child to attend the program other than fees that are routinely charged to the parents of students enrolled in other grades and are applicable to the kindergarten educational program.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Jefferson County School District or Rocky Mountain Deaf School.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers the school will determine its own courses of training, study, discipline and rules and regulations governing the kindergarten program.

C.R.S. 22-7-1014 (2) (a)	Preschool Individualized Readiness Plans- School Readiness Assessments
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Rationale: RMDS is a data driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. RMDS already has strong programs and assessments in place that assess students' physical well being, social emotional development, language and comprehension development, cognition and knowledge.

Replacement Plan: Every kindergarten student at RMDS will be administered a school

readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid, and will assess students, at a minimum, on the domains of physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge. Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). RMDS will fulfill the requirement to administer the literacy component of school readiness by administering the assessment within the first 60 calendar days of the school year. The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the District, and the school will report this data, as required

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Jefferson County School District or Rocky Mountain Deaf School.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, RMDs will be able to implement the necessary policies to increase student achievement within existing structures.