

# Attachment 5

## Swallows Charter Academy Waiver Request Appendix

### AUTOMATIC WAIVERS

State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local Board Duties - Election 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
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
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
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

State Statute Citation	Description
C.R.S. § 22-9-106 C.R.S. § 22-9-107 C.R.S. § 22-9-108	Local Boards of Education—Duties—Performance evaluation system—Repeal and School district personnel performance evaluation council's duties.
C.R.S. § 22-2-112(1)(q)(I)	Commissioner-Duties (reporting performance evaluation ratings)
C.R.S. § 22-32-109(1)(n)(I)	Local Board Duties - Teacher-Pupil contact hours
C.R.S. § 22-32-109(1)(n)(II)(A)	Teacher-pupil contact hours
C.R.S. § 22-32-109(1)(n)(II)(B)	Adopt district calendar
C.R.S. § 22-63-101	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-102	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-103	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-201	Teacher Employment Act - Contracts in writing, damage provision

C.R.S. § 22-63-202	Teacher Employment Act - Contracts in writing, damage provision
C.R.S. § 22-63-203	Teacher Employment Act - Requirements for probationary teacher, renewal & nonrenewal
C.R.S. § 22-63-203.5	Non-probationary Portability
C.R.S. § 22-63-204	Employment - Interest prohibited
C.R.S. § 22-63-205	Teacher Employment, Compensation and Dismissal Act - Exchange of teach
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-301	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-302	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-401	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-402	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-403	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-32-109.8	Fingerprinting
C.R.S. § 22-32-109.9	Fingerprinting
C.R.S. § 22-7-1014(2)(a)	Preschool individualized readiness plans
C.R.S. § 22-60.5-301	HR Management: applicants' qualifications to work in school
C.R.S. § 22-32-134.5	Healthy beverages policy
C.R.S. § 22-32-136	Children's nutrition - healthful alternatives
C.R.S. § 32-136.3	Children's nutrition - no trans fats in school foods
C.R.S. § 32-110(1)(r)	Local Board powers - Exclude library materials
C.R.S. § 22-32-119	Kindergarten
C.R.S. § 22-1-110	General provision - teaching alcohol and controlled substances
C.R.S. § 22-1-128	General provisions - comprehensive human sexuality
C.R.S. § 22-32-109(1)(b)	Local Board duties - competitive bidding
C.R.S. § 22-32-110(1)(y)	School Accepting gifts, donations, grants

**1. C.R.S. §§ 22-9-106 to 22-9-108: Local Board of Education Duties-Performance Evaluation System, C.R.S. § 22-2-112(1)(q)(I): Commissioner Duties** (Require school districts to have a written system and related procedures to evaluate the performance of school-district certified personnel)

**Rationale:** Swallows Charter Academy (“Swallows”) administration will be responsible for its own personnel matters, including the supervision and evaluation of personnel and methods for conducting such evaluations. Swallows must have the ability to perform the evaluation of all personnel. If an administrator does not have a Type D certificate, he or she will not be precluded from administering the evaluations. The Swallows administration and the Swallows Board must also have the ability to perform the evaluation for principals. Additionally, Swallows should not be required to

report its 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:** Swallows will use its own evaluation system as agreed to in the Charter Contract with District 70 and, therefore, should not be required to report its teacher-evaluation data. Swallows' evaluation system will continue to meet the intent of the law as outlined in statute. While having the goal of improving student academic growth, the methods used for Swallows' evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities and also meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data will be used to inform professional development decisions for each teacher. 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.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waiver 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 Swallows, as set forth in the Charter Contract.

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

**Duration of the Waivers:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

**2. C.R.S. § 22-32-109(1)(n)(I), 22-32-109(1)(n)(II)(A), and 22-32-109(1)(n)(II)(B)** (School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar)

**Rationale:** The Charter School Act establishes that a charter school shall be administered by a governing body in a manner agreed upon by the charter school applicant and the local Board of Education. The Charter School Act further states that a charter school shall be responsible for its own operations.

Swallows is located within District 70, which has obtained approval for a four-day calendar week. To keep consistency within the District and for families with children attending other schools within the jurisdiction, Swallows has adopted a four-day school-week calendar that will be in line with District 70's. The cost to provide services for a fifth day, and the inconvenience an additional day and longer calendar would present to Swallows' families would be significant. Given the family and relative transportational logistics challenges, requiring a fifth day could compromise student attendance significantly and prove a hardship to families.

Swallows will prescribe the actual details of its own School calendar and the hours of teacher-pupil contact. The total number of student hours in School will comply with state requirements. The total number of student-contact days will be in line with District 70's.

**Replacement Plan:** Swallows believes that student-contact time is a significant contributor to continuous student achievement. Swallows' School calendar will meet or exceed the minimum number of contact hours (*See* (II)(A)), and its daily schedule will be structured in such a way as to maximize student engagement and rigor while at School. The School calendar will encompass a total of at least 145 days. The expectation for independent, self-management of student-learning targets is met on Fridays when students complete required work intended to reinforce grade-level standards mastery. Swallows intends to use Schoolltime efficiently and rigorously to optimize student learning.

A finalized calendar and School-day schedule for Swallows (including teacher-pupil contact hours) will be officially adopted each year by the Board.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the District 70 budget, and it will have a positive impact on the Swallows budget.

**How the Impact of the Waiver Will Be Evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to Swallows. These metrics, set forth in the Charter Contract, include evaluation by the Swallows Board, staff, and parents, with an emphasis on consideration of student achievement as well as budget, auxiliary services, and community dynamics.

**Expected Outcome:** As a result of this waiver, Swallows will take responsibility and manage its own operations and program logistics specific to the annual School calendar (*See* (n)(II)(B)). This waiver will support the School, staff, parents, and community by allowing the School community to take ownership and accountability for meeting its goals for student growth and student achievement. Additionally, this waiver will provide the needed flexibility and creativity to thoughtfully consider the unique nature of the community, diverse populations and cultures, and the significant geographic and related transportation challenges inherent in the construction and adoption of a School calendar (*See* (n)(II)(B)).

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

**3. C.R.S. § 22-63-201, 22-63-202, and 22-63-203** (Requires school to hire only licensed teachers; Requires a written employment contract with teachers, including a damages provision; Provides for temporary suspension of employment and cancellation of contract; Establishes specific requirements for the employment of probationary teachers and the renewal or termination of their contracts.)

**Rationale:** Swallows should be delegated the authority by its authorizer to develop its own employment contracts and terms and conditions of employment. Swallows will be

operating differently from other schools, using a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in a traditional public school will be successful at Swallows. Almost all employees of Swallows will be employed on an at-will basis, using employment agreements that comply with all statutory requirements.

**Replacement Plan:** A Swallows-specific employment agreement that requires annual renewal and addresses payment of salaries upon termination of employment of a teacher will be used. This agreement will follow Swallows Board Policies. Swallows is committed to employing highly qualified individuals and will ensure that School staff are selected based on who is most qualified to implement its educational program and fulfill its educational mission. To attract the most qualified teachers, it may be beneficial for the School to be able to hire teachers who do not hold a certificate, but who possess unique backgrounds, skills, or fill a need at the School. The School may hire teachers licensed in the grade and subject area for an open teaching position. In instances where a suitable licensed teacher is not available, the School will hire individuals who have a minimum of a bachelor's degree, preferably with a degree or passing score on a content-area test in a related field, and who are eligible to pursue a license with the Colorado Department of Education in the applicable grade and subject area.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on District 70's budget and will have a positive impact on the Swallows budget.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

**Expected Outcome:** As a result of these waivers, Swallows will be able to employ professional staff possessing unique skills and/or backgrounds, meeting all staffing needs.

**Duration of the Waivers:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

**4. C.R.S. § 22-63-206: Teacher Employment, Compensation, and Dismissal Act** (Permits transfer of teachers between schools upon the recommendation of a district's chief administrative officer.) **C.R.S. § 22-63-205 — Exchange of Teachers.**

**Rationale:** Swallows has been granted the authority under a Charter Contract to select its own teachers. District 70 should not have the authority to transfer its teachers into Swallows or transfer teachers from Swallows to other District 70 schools.

**Replacement Plan:** Swallows will hire teachers on a "best-qualified" basis. Teachers who wish to transfer from Swallows may follow District 70 procedures.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

**Expected Outcome:** Swallows expects that this waiver will enable the School to manage its own personnel affairs, consistent with the terms of the Charter Contract and the Colorado Charter School Act.

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

#### **5. C.R.S. § 22-63-204: Employment – Interest Prohibited**

**Rationale:** 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. Swallows needs to be allowed to accept payment for sale of goods to accomplish these objectives.

**Replacement Plan:** The Swallows Board will use policy to govern receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on District 70's budget and will have a positive impact on the Swallows budget.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

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

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

#### **6. C.R.S. § 22-63-101 to 22-63-403: Teacher Employment, Compensation, and Dismissal Act (Governs the employment, compensation, contracts, and dismissal of teachers.)**

**Rationale:** Swallows should have the authority to hire, evaluate, compensate, and dismiss its employees, including its teachers, in a way that will support its goals in accordance with the Charter Contract. This requires the freedom to ensure that each and every Swallows employee is a good fit to carry out the School's unique mission and vision. 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:** Swallows will follow the default rule of hiring all its employees on an at-will basis. The School will hire individuals from a wide variety of backgrounds to assemble the best school team available to Swallows. The Swallows administration shall

have the authority to select part-time and substitute teachers. Swallows shall adhere to all federal and state compensation and termination requirements applicable to Swallows. All employees will meet or exceed all the requirements in the Charter Schools Act, including having background investigations completed.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

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

**Duration of the Waivers:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

#### **7. C.R.S. § 22-63-201, C.R.S. § 22-63-202, and C.R.S. § 22-60.5-301: Teacher Employment, Compensation, and Dismissal Act; Types of Principal Licenses Issued**

**Rationale:** Swallows should be granted the authority to hire teachers and principals who 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. The School will seek to attract administrators 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 Swallows will be employed on an at-will basis. All employees of Swallows will meet or exceed all federal- and state-employment requirements.

**Replacement Plan:** Swallows may, as appropriate, hire certified or licensed teachers and principals. However, in some instances, it may be advantageous for the School to be able to hire teachers and or administrators without a certificate or license and who possess unique background and/or skills that meet the needs of Swallows.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

**Expected Outcome:** As a result of this waiver, Swallows will be able to hire personnel possessing the unique skills and/or background necessary for the smooth operation of the School.

**Duration of the Waivers:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

**8. C.R.S. §. 22-32-109.8 and 22-32-109.9** (Require Boards of Education to make certain inquiries and background checks prior to hiring applicants; require Board of Education to investigate allegations of child or sexual abuse; require applicant to submit fingerprints and certify no convictions; provide for district to require certified personnel to submit fingerprints in certain instances)

**Rationale:** Swallows will hire its own employees and, therefore, should be delegated the responsibility by its authorizer to comply with these provisions for its own employees so that all required inquires and background checks can be conducted in a timely and efficient manner.

**Replacement Plan:** Swallows will conduct all inquiries and background checks in compliance with statute and Swallos policy before hiring new employees.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

**Expected Outcome:** As a result of these waivers, Swallows will be responsible for completing its own background checks.

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

#### **9. C.R.S. §22-7-1014(2)(a): Preschool Individualized Readiness Plans**

**Rationale:** Within the first 60 calendar days of the School year, Swallows will be responsible to complete proper assessment of the readiness of all incoming kindergarten students in the following domains:

- Physical well-being and motor development
- Social and emotional development
- Language and comprehension development
- Cognition
- General knowledge - math
- General knowledge - literacy

The assessment will be research based, valid, and reliable, and it will be used to develop individualized plans for meeting the needs of incoming kindergarten students in a manner that is consistent with its overall principles, curriculum, and educational goals. Additionally, because Swallows is using an assessment of its choosing, the data will not

be generated in the same manner as the school-readiness data generated by a State-Board-approved readiness assessment.

**Replacement Plan:** Swallows kindergarten classes use the Core Knowledge curriculum, which meets or exceeds Colorado Academic Standards. This curriculum is implemented, assessed, and monitored in a manner that is research based, valid, and reliable, as described below. The School will develop individualized readiness plans informed by the school-readiness assessment data for all kindergarten students.

#### 1. PHYSICAL WELL-BEING AND MOTOR DEVELOPMENT.

- Physical Education (P.E.). Students participate daily in a research-based physical education class, emphasizing a high level of activity and gross-motor skills development, including running, balancing, kicking, throwing, and strength development.
- Music. Students participate daily in a research-based music class, key elements of which are rhythm, dance, and movement.
- Core Knowledge Studio Art. Students participate twice weekly in a Studio Art class that draws on the principles delineated in the Core Knowledge Sequence. This class develops students' fine motor skills through regular drawing and painting.
- Handwriting. Students participate in daily handwriting exercises that develop fine motor skills and correct letter and number formation.
- Physical Well-being and Motor Assessment. Students are assessed throughout the year. All assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

#### 2. SOCIAL AND EMOTIONAL DEVELOPMENT

- Positive Student Behavior. Students are equipped and encouraged daily through implementation of the research-based program. Through this program, students grow in their ability to regulate their own emotions and behaviors and are better able to interact positively with peers and adults.
- School Culture. Students are immersed daily in a well-established school culture that explicitly prioritizes (per the Student Handbook) kindness, friendliness, and peace. In this school culture, students and adults form warm, productive relationships, and students learn to build healthy friendships with their peers.
- Classroom Culture. Students are immersed daily in a classroom culture that provides instruction in cooperation, participation, taking turns, and problem-solving.
- Culture of leisure and Play. Students are afforded daily supervised playtime during P.E. and recess, as well during in-class leisure time. This provides frequent opportunities for students to grow in healthy and productive social skills under the guidance of trained adults.
- Social and Emotional Assessment. Students are assessed throughout the year. All assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

#### 3. LANGUAGE AND COMPREHENSION DEVELOPMENT

- Culture of Reading. Students participate daily in a culture of reading that includes daily reading aloud of increasingly rich and complex texts, as well as Core Knowledge science, history, and geography curricula that emphasizes building domain-specific vocabulary.
- Grammar. Students learn to speak grammatical English in a research-based program.
- School Culture. Students participate daily in a school culture that eschews reference to popular culture and instead helps students develop basic, ordered knowledge in a context of academic rigor and wonder.
- Playground and Physical Education. All students participate in daily P.E. This affords ample time for students to practice nonverbal collaboration and negotiation in a safe, adult-directed environment.

- Classroom Culture. Students participate daily in a classroom culture that emphasizes conversation skills, correct grammar and usage, and respectful dialogue.
- Language and Comprehension Assessment. Throughout the school year, students are assessed on their language development. Their ability to speak clearly and correctly about a text is evaluated daily in discussions of fiction and nonfiction. Their comprehension and direction-following skills are evaluated daily in the classroom. All assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

#### 4. COGNITION

- School Culture. Students are immersed daily in a school culture that emphasizes learning for its own sake (rather than for a grade, for example). This school culture has resulted in a student body that collectively demonstrates positive approaches to learning, motivation, engagement, all evidenced by an extensive record of academic achievement.
- Culture of Leisure and Play. Students are afforded daily supervised play time in P.E. and recess, as well as in-class leisure time. This provides frequent opportunities for students to engage in dramatic play, to explore and imagine and invent.
- Core Knowledge Science. Students are regularly instructed in classification skills in the context of science class, specifically: classifying plants and animals, the parts of the human body, and types of weather.
- Core Knowledge Studio Art. Students are regularly instructed in symbolic and imagistic representation in Studio Art.
- Cognitive Assessment. Throughout the school year, students are assessed on their cognitive development. Assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

#### 5. GENERAL KNOWLEDGE - MATH

- Culture of mathematics. Students are instructed daily in the math curriculum. This research-based curriculum is widely recognized for its success in teaching students number concepts and operations, spatial relationships, measurement, and patterns.
- General knowledge - Math assessment. Throughout the school year, students are assessed on their mathematics development.

#### 6. GENERAL KNOWLEDGE - LITERACY

- Reading. Students are instructed daily in the reading curriculum, which affords students explicit and systematic phonics instruction using researched-based principles. Students are instructed daily in phonological awareness, knowledge of the alphabet, print concepts, retelling stories, emergent reading skills, and emergent writing skills.
- Culture of Reading. Students are immersed daily in a culture of reading in which they experience daily reading-aloud, listening and speaking skills, and building knowledge and vocabulary.
- General Knowledge - Literacy Assessment. Throughout the school year, students are assessed, and reading tests are administered. Students failing to make benchmarks are assessed every two-to-three weeks thereafter. Students identified as having a Significant Reading Deficiency are placed on a plan and receive remedial literacy instruction. Assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

Any student not making adequate growth in any of the above domains is put on an Academic Plan and enters the Multi-Tiered System of Support (MTSS) process. Academic Plans and MTSS chart a clear and achievable course to proficiency in each

domain. These plans will not be used to deny a student admission or progression to first grade.

In lieu of participating in State reporting, Swallows will keep trend information on file that can be used to inform a continuous-improvement process for the School as it relates to supporting students with school-readiness success.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on District 70's budget.

**How the Impact of the Waiver Will Be Evaluated:** The impact of these waivers will be measured by the performance-appraisal criteria and assessments that apply to Swallows, as per the Charter Contract.

**Expected Outcome:** If granted, the waiver will enable Swallows to instruct, assess, and monitor incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals in order to ensure school readiness and student success in all domain areas.

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

#### **10. C.R.S. §§ 22-32-134.5, 22-32-136, 22-32-136.3: Children's Nutrition and Healthy Beverages**

**Rationale:** Swallows will be operating independently from other schools in District 70 and should be delegated the authority to develop, adopt, and implement its own operational policies, rules, and regulations, subject to the limitations in the Charter School Contract. Swallows may establish agreements with food vendors to serve food on its campus.

**Replacement Plan:** Swallows enables its students with the freedom and opportunity to make healthy lifestyle choices as part of its mission to develop independent students with good character and virtue. Swallows will adopt its own policies concerning healthy environments and education for children that meet or exceed the intent of the law. The Board of Directors of Swallows will adopt policies and the principal or designated head of school of Swallows will prescribe rules and regulations to meet the intent of promoting healthy lifestyles among its students. Swallows will meet federal standards related to this statute.

**Financial Impact:** Swallows anticipates that the requested waivers will have no financial impact on District 70 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 the School as set forth in School policy and the Charter School Contract.

**Expected Outcome:** As a result of this waiver, Swallows will set its own policies in keeping with the philosophy and mission as stated in the Charter School Contract.

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

**11. C.R.S. § 22-32-110(1)(r): Exclusion Materials from Schools and Libraries** (Excludes materials found to be immoral or pernicious from schools or libraries)

**Rationale:** The District 70 School Board and the automatic State waiver of CRS § 22-32-109(1)(t) granted the Board of Directors of Swallows the authority to determine the educational program for the School. Swallows should be delegated the authority to establish and maintain appropriate standards for material acceptable in its School in accordance with the Charter School Contract. This waiver has been granted to other charter schools and has been requested to clearly align with the intent of the waiver from CRS § 22-32-109(1)(t).

**Replacement Plan:** Swallows will adopt its own policies concerning exclusion of materials that exceed the intent of the law related to immoral or pernicious material.

**Financial Impact:** Swallows anticipates that the requested waivers will have no financial impact on District 70 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 the School as set forth in School policy and through the Charter School Contract.

**Expected Outcome:** As a result of this waiver, Swallows will set its own policies in keeping with the philosophy and mission as stated in the Charter School Contract.

**Duration of the Waiver:** Swallows requests that the waiver be for the duration of its Contract with District 70.

**12. C.R.S. § 22-1-110 and 22-1-128: 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; Comprehensive Human Sexuality Education specifies how, when, and content for human sexuality education to be taught in all grade levels. Supersedes C.R.S. § 22-1-10.5, repealed by Colorado House Bill 13-1081)

**Rationale:** Swallows is granted the authority to determine the educational program for the School through an automatic waiver of C.R.S. § 22-32-109(1)(t). Consistent with this waiver, Swallows should have the authority to establish and maintain appropriate standards for the education program, texts, and materials acceptable in its School in accordance with the Charter School Contract.

**Replacement Plan:** Swallows will include instruction on the effect and use of alcohol and controlled substances and will include appropriate instruction on human anatomy, reproduction, and sexuality. Swallows will meet the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education.

**Financial Impact:** Swallows anticipates that the requested waivers will have no financial impact on District 70 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 the School as set forth in School policy and through the Charter School Contract.

**Expected Outcome:** As a result of this waiver, Swallows will experience an enhanced educational program by being able to administer the School program in keeping with the philosophy and mission as stated in the Charter School Contract.

**Duration of the Waiver:** Swallows requests that the waiver be for the duration of its Contract with District 70.

### 13. C.R.S. § 22-32-119: Kindergarten (Establishing and maintaining kindergarten)

**Rationale:** The District 70 School Board has granted the Swallows Board the authority to determine the educational program for the School. Swallows should be delegated the authority to establish and maintain a kindergarten in accordance with the Charter School Contract.

**Replacement Plan:** The educational program for Swallows is described in the approved Charter School Contract, and the kindergarten will follow the description.

**Financial Impact:** The School anticipates that the requested waivers will have no financial impact on District 70 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 the Charter School Contract.

**Expected Outcome:** As a result of this waiver, Swallows will experience an enhanced educational program by being able to administer the School program at kindergarten in keeping with the philosophy and mission as stated in the Charter School Contract.

**Duration of the Waiver:** Swallows requests that the waiver remain in effect for the duration of its contract with District 70.

### 14. C.R.S. Section 22-32-109(1)(b): Local Board Duties Concerning Competitive Bidding

**Rationale:** The School requests sole discretion in all competitive-bidding policies in order to make sure that it is able to acquire the goods and services that best meet the needs of its students in the most efficient manner possible.

**Replacement Plan:** The Board of Swallows will develop, adopt, and implement its own financial policies, rules, and regulations, including those for the competitive-bidding process.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waiver Will Be Evaluated:** Since this area 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 Contract.

**Expected Outcome:** As a result of this waiver, the School will be able to purchase goods and services that meet its needs and support its operations.

**Duration of the Waivers:** Swallows requests that the waiver be for the duration of its Contract with District 70.

#### **15. C.R.S. Section 22-32-110(l)(y): School Accepting Gifts, Donations, and Grants**

**Rationale:** In order to ensure the School is able to operate critical aspects of its model outside its core program, the School engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the School occasionally receives gifts, which can be used to further support the program. It is the responsibility of the School to engage in responsible fundraising efforts and to receive and execute gifts, donations and/or grants in alignment with the donors' wishes along with local, state and federal laws. In cases of giving in which funds are unrestricted, the School, with the support of the School's Board and Finance Committee, determines the most effective use of the funds.

**Replacement Plan:** The Swallows Fiscal Policies and Procedures Handbook outlines School policies.

**Financial Impact:** Swallows anticipates that the requested waiver will have no financial impact on the budgets of District 70 or Swallows.

**How the Impact of the Waivers Will be Evaluated:** The impact of these waivers will be measured by the performance of the School and its staff, as per this Charter School Contract.

**Expected Outcome:** As a result of this waiver, the School will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Contract.

**Duration of the Waivers:** Swallows requests that the waiver be for the duration of its Contract with District 70.