



Charter School Waiver Request Addendum

List the non-automatic waiver(s) from statute and rule and the related replacement plans that the charter school is requesting.

School Name: North Routt Community Charter School
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Of the following automatic waivers, we are invoking the following (noted in **RED**):

Charter School Automatic Waiver List (Current from 6/2/2017 to Present)	
Statutory Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
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)(l), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
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), C.R.S.	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
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, 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

Addendum 1

Rationale and Replacement Plan for Non- Automatic Waivers

Basic Information

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

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Non-Automatic Waiver Statute Description and Rationale and Replacement Plan

Statutory Citation and Title:

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 Head of School 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 Head of School.

Replacement Plan:

NRCCS uses both RANDA and its own evaluation system. 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 Waivers:

We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

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.

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.

Addendum 1

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

Statutory Citation and Title

C.R.S. § 22-32-109 (l)(b). Boards of Education. Specific Duties.

Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale:

NRCCS will be operating independently from other schools in the Steamboat Springs School District 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 Agreement.

Replacement Plan:

The Board of Directors of NRCCS has adopted policies and the Head of School of NRCCS will prescribe rules and regulations.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact:

The school anticipates that the requested waivers will have no financial impact on Steamboat Springs School District. NRCCS will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the Impact of the Waivers 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 this Charter School Agreement.

Expected Outcome:

NRCCS 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 Agreement.

Addendum 1

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

Statutory Citation and Title

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: NRCCS will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the Steamboat Springs School District. NRCCS will always meet at least the minimum required time and days as outlined in state law.

Replacement Plan: The final calendar and the school's daily schedule will be designed and approved by the NRCCS's Board of Directors and will meet or exceed the requirements in state statute. A copy of the calendar will be distributed to parents of NRCCS.

Duration of 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, 2030.

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:

As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Addendum 1

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

Statutory Citation and Title

C.R.S. §22-32-109(1)(n)(II)(A). Local Board Duties Concerning Contact Hours.

Teacher Pupil Contact Hours

Rationale: NRCCS will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The District board will not set these policies.

Replacement Plan: NRCCS will prescribe the actual details of teacher-pupil contact hours instead of the Steamboat Springs School District Board, and hours will meet or exceed the current requirements in statute.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Steamboat Springs School District. NRCCS will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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: NRCCS 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 Agreement.

Addendum 1

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

Statutory Citation and Title

C.R.S. §22-32-110 (1) (y). Right to accept gifts, donations, grants.

Provides for district board of education to accept gifts, donations, and grants and use in accordance with condition placed on them.

Rationale: NRCCS will be operating independently from other schools in the Steamboat Springs School District and should be delegated the authority to accept gifts, donations and grants, and deploy/use them as directed by the donor/grantor subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of NRCCS has adopted policies and the Head of School/principal of NRCCS will prescribe rules and regulations.

Duration of 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, 2030.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Steamboat Springs School District. NRCCS will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the Impact of the Waivers 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 this Charter School Agreement.

Expected Outcome: NRCCS 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 Agreement.

Addendum 1

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

Statutory Citation and Title

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

Prohibits the 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:

North Routt Community Charter 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 Head of School. NRCCS 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.

To manage its own personnel, NRCCS must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.

Replacement Plan:

The Board of Directors of NRCCS has adopted policies and the Head of School of NRCCS will prescribe rules and regulations.

Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact:

The school anticipates that the requested waivers will have no financial impact on Steamboat Springs School District. NRCCS will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the Impact of the Waivers 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 this Charter School Agreement.

Expected Outcome:

NRCCS 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 Agreement.

Addendum 1

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

Statutory Citation and Title

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

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

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 Waivers:

We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

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.

Addendum 1

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

Statutory Citation and Title

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

Permits transfer of teachers between schools upon recommendation of the 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 Waivers:

We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

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 Waivers 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.

Addendum 1

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
Statutory Citation and Title	
<u>C.R.S. § 22-33-105.</u> 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 students 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 Waivers: We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.	
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.	

Addendum 1

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
Statutory Citation and Title	
<u>C.R.S. § 22-32-120.</u> 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.	
Replacement 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 Waivers: We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.	
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.	

Addendum 1

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

Statutory Citation and Title

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

Rationale: NRCCS has established a performance evaluation system and received a waiver from CRS 22-9-106 enabling its use of that system. Due to this prior waiver, NRCCS 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: If granted this waiver, NRCCS will not be required to report their teacher evaluation data through the Teacher Student Data Link collection process. However, the data provided by NRCCS's teacher evaluation system is a critical component in the decision-making process for retention, promotion and placement of the school's teachers. In addition, the evaluation data is 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.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

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: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in NRCCS charter school contract.

Expected Outcome: The measurement of the level of performance for teaching staff shall include, but not be limited to, a standard for measuring performance as it is directly related to classroom instruction and shall include multiple measures of student growth and performance as of paramount importance. With this waiver, NRCCS will be able to focus efforts on reviewing the teacher evaluation data as a basis for communicating recommendations for improvement and identifying professional development opportunities.

Addendum 1

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

Statutory Citation and Title

C.R.S. §22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness and Assessments Each district administers the school readiness assessment to each student.

Rationale: North Routt Community Charter School 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. North Routt Community Charter already has strong programs and assessments in place that assess students' school readiness relating to physical well-being, social-emotional development, language and comprehension development, cognition, and general knowledge (literacy and mathematics).

Replacement Plan: Every kindergarten student at North Routt Community Charter School 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. North Routt Community Charter School intends on using the below assessment instrument(s) to assess each of the domains outlined in the statute:

Physical well-being & motor: Curriculum Based Measurement

Social and Emotional: Curriculum Based Measurement

Language & Comprehension: I-Ready, Diebels, and Curriculum Based Measurement

Cognition: Curriculum Based Measurement

Math: I - Ready and Curriculum Based Measurement

Literacy: I-Ready, Diebels, and Curriculum Based Measurement

The data collected from these assessment(s) will be used to develop an individualized readiness plan for each kindergarten student and will inform individual learning plans, MTSS, and drive classroom instruction within the school. This school readiness data will not be used to deny admission or progress to first grade. The data collected will be made readily available to SSSD RE-2, and North Routt Community Charter School will report this data, as required by State law.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the Steamboat Springs School District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact: North Routt Community Charter School anticipates that the requested waiver will have no financial impact upon SSSD RE-2 or North Routt Community Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to North Routt Community Charter School's curriculum and the over program design.

Expected Outcome: North Routt Community Charter School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that will ensure students success in higher levels of learning in all academic areas.