

# **Charter School Non-Automatic Waiver Request**

The school requests the following non-automatic state waivers:

- **C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System**
- **C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties**
- **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**
- **C.R.S. § 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours**
- **C.R.S. § 22-63-201 Employment. Certificate required**
- **C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**
- **C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract**
- **C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act**

<b>Contact Information</b>
<b>School Name: KIPP Sunshine Peak Academy</b>
<b>School Address (mailing): 375 South Tejon Street, Denver, CO 80223</b>
<b>Charter School Waiver Contact Name: Kimberlee Sia</b>
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<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<p><b>Statutory Citation and Title</b>  <b><u>C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System</u></b>  <b><u>C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties</u></b></p>
<p><b>Rationale:</b> The school leader of KIPP Sunshine Peak Academy must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. The BOD must also have the ability to perform the evaluation for the school leader. Additionally, KIPP Sunshine Peak Academy 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)</p>
<p><b>Replacement Plan:</b> KIPP Sunshine Peak Academy uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data. KIPP Sunshine Peak Academy’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for KIPP Sunshine Peak Academy’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. All evaluators will receive training in their school’s evaluation system. In addition, the evaluation data is used to inform professional development 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.</p>
<p><b>Duration of Waivers:</b> The duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> 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.</p>

**Expected Outcome:** With this waiver, 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.

### **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:** The school year at KIPP Sunshine Peak Academy will total approximately 174 per year which exceeds the current requirement in state statute. KIPP Sunshine Peak Academy 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 KIPP Sunshine Peak Academy 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 KIPP Sunshine Peak Academy and will meet or exceed the expectations in state statute.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.

**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:** As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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

**Statutory Citation and Title: C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours**

**Rationale:** KIPP Sunshine Peak Academy should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum (1056) required by state statute. KIPP Sunshine Peak Academy will determine the actual details of teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies, and KIPP Sunshine Peak Academy may specify teacher-pupil contact hours that differ from other schools in the district.

**Replacement Plan:** KIPP Sunshine Peak Academy will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar. The total number of teacher-pupil contact hours will meet or exceed the expectations in state statute.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.

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

**Expected Outcome:** As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

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

### Statutory Citation and Title

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

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

**Rationale:** KIPP Sunshine Peak Academy should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school leader 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 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 KIPP Sunshine Peak Academy will be employed on an at-will basis. All employees of KIPP Sunshine Peak Academy 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 KIPP Sunshine Peak Academy.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.

**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:** As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

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

**Rationale:** KIPP Sunshine Peak Academy should be granted the authority to develop its own 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 KIPP Sunshine Peak Academy. All employees of the school will be employed on an at-will basis.

**Replacement Plan:** There is no contract for teaching staff. They are at-will employees. We submit offer letters to staff at the time of their employment and pay the remaining salary upon termination of employment of a teacher.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school.

**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:** As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

**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

**Rationale:** KIPP Sunshine Peak Academy is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Denver Public Schools should not have the authority to transfer its teachers into KIPP Sunshine Peak Academy or transfer teachers from KIPP Sunshine Peak Academy to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** KIPP Sunshine Peak Academy will hire teachers on a best qualified basis. There is no provision for transfers.

**Duration of Waivers:** The duration of the contract.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Denver Public Schools 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 the school, as set forth in this 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.

## Appendix A: Automatic State Waivers for Charter Schools

You do not need to write rationale and replacement language for automatic waivers.

<b>Automatic Waiver List as of 6/1/16</b>	
<b>State Statute Citation</b>	<b>Description</b>
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
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), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
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)	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