APPENDIX C

Requested State Statute Waivers

The Network hereby invokes waivers of the following sections of the Colorado Revised Statutes; replacement policies are available for review by contacting the Network.

Automatic State Waivers:

- 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 personnel & pay
- 22-32-109(1)(g), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school 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), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

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

88
- 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

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

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**Rationale:** DSST Public Schools will plan and execute internal performance review evaluations for all Waiver Request employees by a qualified individual or group. Additionally, DSST 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)(l).

**Replacement Plan:** DSST will be solely responsible for any and all performance review evaluations of employees, with the process run and executed internally. Our Performance Management system is being changed to align with Senate Bill 191 and all necessary district rules. Fifty percent of our teacher evaluations will be based on state assessment student growth school's benchmarks, with the other fifty percent comprising of student, parent, course, and peer replacement evaluations as well as classroom observation by a DSST School Instructional Leader. All administrator evaluations are conducted twice annually and consist of evaluations of an administrator's ability to perform his or her job duties satisfactorily. DSST has regular teacher observations planned, as well as dedicated annual review meetings twice each school year to help all employees understand their areas for growth. And, in compliance with district requirements, we plan to provide this data to DPS prior to December 15th. All DSST staff are trained in and familiar with the performance management system and timeline. Additionally, there are clear standards for those being evaluated and the evaluator. DSST will not be required to report their teacher evaluation data; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported PURSUANT TO 22-11-503.5 as this is a non-waivable statute.

**Duration of Waivers:** The school requests that the waiver be for the duration of its contract with the Denver Public Schools.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on Denver Public Schools or the school budget.

How the Impact of the Waivers 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 Agreement.

Expected Outcome: As a result of this waiver, DSST will be able to implement its Teacher Career Pathway model and evaluate teachers in accordance with our Charter School Agreement, which will provide greater accountability benefiting teachers as well as students.

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

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**Rationale:** The Denver School of Science and Technology must have the ability to set a school calendar in accordance with Colorado statute related to the number of required school days and our academic plan.

**Replacement Plan:** DSST’s school calendar is set by the schools in consultation with DSST Public Schools, at least four months in advance of an upcoming school year. The calendar is published on the school’s website.

**Duration of Waivers:** The school requests that the waiver be for the duration of its contract with the Denver Public Schools.

**Financial Impact:** DSST COLE MIDDLE SCHOOL anticipates that the requested waiver will have no financial impact upon DPS or the school budget.

**How the Impact of the Waivers 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 Agreement.

**Expected Outcome:** As a result of this waiver, DSST will have greater flexibility to focus on student outcomes.

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

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**Rationale:** The Denver School of Science and Technology must have the ability to set a school calendar in accordance with Colorado statute related to the number of required school days and our academic plan.

**Replacement Plan:** DSST’s school calendar is set by the school director, in consultation with DSST Public Schools, at least four months in advance of an upcoming school year. The calendar is published on the school’s website.
**Duration of Waivers:** The school requests that the waiver be for the duration of its contract with the Denver Public Schools.

**Financial Impact:** DSST COLE MIDDLE SCHOOL anticipates that the requested waiver will have no financial impact upon DPS or the school budget.

**How the Impact of the Waivers 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 Agreement.

**Expected Outcome:** As a result of this waiver, DSST will have greater flexibility to focus on student outcomes.

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**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:** DSST Public Schools 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. DSST Public Schools 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 DSST Public Schools may specify teacher-pupil contact hours that differ from other schools in the district.

**Replacement Plan:** DSST Public Schools 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.

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

**Statutory Citation and Title**

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

**Rationale:** Denver School of Science and Technology will be responsible for its own personnel matters. DSST will establish its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The success of DSST will depend upon its ability to select and employ its own staff, and to train and direct that staff in accordance with the charter agreement, and the goals and objectives of the school.
**Replacement Plan:** DSST Public Schools requests sole discretion on entering into an employment contract with any employee during expansion, regardless of level of qualification at the time of employment provided that employee is seeking to be qualified fully. All subject teachers will continue to meet Federal Highly Qualified requirements and all appropriate documentation will be submitted to the district annually.

**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:** 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 Agreement.

**Expected Outcome:** As a result of this waiver, DSST will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

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

**Rationale:** Denver School of Science and Technology will be responsible for its own personnel matters. DSST will establish its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The success of DSST will depend upon its ability to select and employ its own staff, and to train and direct that staff in accordance with the charter agreement, and the goals and objectives of the school.

**Replacement Plan:** DSST requests sole discretion in all staffing matters in order to make sure teachers and school personnel are highly effective. All employment offers will be given in writing and will be at-will.

**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:** 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 Agreement.

**Expected Outcome:** As a result of these waivers, DSST 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:** Denver School of Science and Technology will be responsible for its own personnel matters. DSST will establish its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The success of DSST will depend upon its ability to select and employ its own staff, and to train and direct that staff in accordance with the charter agreement, and the goals and objectives of the school.

**Replacement Plan:** DSST requests sole discretion in all staffing matters in order to make sure teachers and school personnel are highly effective. All employees will be considered at-will.

**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:** 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 Agreement.

**Expected Outcome:** As a result of this waiver, DSST will be able to offer renewals to HQT teachers in order to enhance student achievement.

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### 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:** Denver School of Science and Technology will be responsible for its own personnel matters. DSST will establish its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The success of DSST will depend upon its ability to select and employ its own staff, and to train and direct that staff in accordance with the charter agreement, and the goals and objectives of the school.

**Replacement Plan:** DSST requests sole discretion in all staffing matters in order to make sure teachers and school personnel are highly effective. DSST will not accept transfers from the district. Teachers do have the ability to transfer within the DSST network.

**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:** 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 Agreement.

**Expected Outcome:** As a result of this waiver, DSST will be able to hire and retain teachers that meet our needs and support our academic program.