

# Loveland Classical Schools State Statutory Waivers

May 2018

Pursuant to the Colorado Charter Schools Act, Loveland Classical Schools (LCS) requests waiver of certain statutory requirements of the State of Colorado as set out in the Colorado Revised Statutes. Each is identified and the rationale for each request given, as well as a replacement plan, as applicable. The waivers will enable LCS to better meet its mission, goals and objectives as well as implement its education program.

## Automatic Waivers from State Statute:

<b>Automatic Waiver List as of 6/2/17</b>	
<b>State Statute Citation</b>	<b>Description</b>
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 from State Statute Being Requested:

C.R.S. § 22-1-110 Education Regarding Alcohol and Controlled Substances

C.R.S. § 22-32-109(1)(b) Local Board Duties concerning competitive bidding

C.R.S. § 22-32-109(1)(cc) Adopt a dress code policy

C.R.S. § 22-32-109(1)(n)(I) & (II)(A)&(B) Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar.

C.R.S. § 22-33-104(4) Computation of School Attendance policies and excused absences.

C.R.S. § 22-32-110(1)(y) Local Board Powers – Accept Gifts and Donations

C.R.S. § 22-33-105 Suspensions, Expulsions and Denial of Admission

C.R.S. § 22-63-201 Teacher Employment Act – Compensation & Dismissal Requirement to Hold a Certificate.

C.R.S. § 22-63-202 Teacher Employment Act – Contracts in Writing, Damage Provision

C.R.S. § 22-63-203 Probationary Teachers - renewal and non-renewal of employment contract . Specific Duties.

C.R.S. § 22-63-205 Exchange of Teachers

C.R.S. § 22-63-206 Transfer of Teachers

C.R.S. § 22-9-106 Local Board of Education—Duties Certificated Personnel Evaluations.

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

C.R.S. § 22-7-1014(2)(a) Requirement that each LEA administer the school readiness assessment to each student.

C.C.R. § 301-81 et seq. Rules Governing standards for Individual Career and Academic Plans

### **Rationale and Replacement Plans for Non-Automatic Waivers:**

#### **C.R.S. § 22-1-110 Education Regarding Alcohol and Controlled Substances**

**Rationale:** LCS must be responsible for adopting its own curriculum, including its own age-appropriate education program regarding alcohol and controlled substances, consistent with the Core Knowledge Sequence ® .

**Replacement Plan:** LCS will adopt its own curriculum regarding alcohol and controlled substances consistent with the Core Knowledge Sequence ®.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract with the District.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact on the District.

**How the impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, LCS will present an age appropriate curriculum regarding alcohol and controlled substances in line with its curriculum and pedagogical methods and standards.

#### **C.R.S. § 22-32-109(1)(b) Local Board Duties concerning competitive bidding**

**Rationale:** In accordance with state law, LCS will be responsible for its own contracting for goods and services.

**Replacement Plan:** LCS will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the LCS executive director, finance manager or authorized agent in the best interest of the school, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. LCS shall not purchase goods or services from any members of the governing board, an immediate family member or any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. LCS reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered.

**Duration of the Waivers:** The waivers will be for the duration of the contract with the District.

**Financial Impact:** LCS anticipates the requested waiver will have no financial impact on the District or the State.

**How the Impact of the Waivers will be Evaluated:** The impact of the waivers will be measured by performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of these waivers, the school will select all goods and services in accordance with the terms and conditions set forth in the Contract. As a result of this waiver, LCS 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 Contract.

#### **C.R.S. § 22-32-109(1)(cc) Adopt a dress code policy**

**Rationale:** LCS is responsible for the development of its own dress code policy for its employees and students in order to maintain a professional, education-focused atmosphere.

**Replacement Plan:** LCS has its own dress code policy(ies), available for review upon request.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract with the District.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact the District.

**How the impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, LCS should be able to maintain the professional standards expected of LCS personnel and provide instruction to students in accordance with the philosophy and mission of the school.

**C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar.**

**Rationale:** The District calendar may not be the most effective for the LCS students and community.

**Replacement Plan:** The School will work with its community to develop its own school calendar as approved by the board and its administration, along with hours of teacher-pupil contact that meet or exceed requirements in state statute. LCS has had many years of following this procedure satisfactorily with the District. LCS will adopt a school calendar, approved by the LCS Board, and submitted to the district for approval. LCS will have in its calendar teacher-pupil contact hours that meet or exceed state required hours. LCS will be responsible for defining and enforcing reasonable attendance and absence policies rather than the District. The plan will meet or exceed the expectations set forth in State law.

**Duration of the Waiver:** LCS requests that the waiver be for the duration of its contract with the District.

**Financial Impact:** LCS anticipates that the requested waivers will have no additional financial impact upon the district.

**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 a whole, as per the Contract.

**Expected Outcome:** LCS expects that as a result of this waiver it will be able to implement its curriculum appropriately, and ensure that students meet the educational and performance standards of the School.

**C.R.S. § 22-32-110(1)(y) Local Board Powers – Accept Gifts and Donations**

**Rationale:** In accordance with state law, LCS will be responsible for determining its own budget and issues associated therewith.

**Replacement Plan:** LCS will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its charter contract, or any ethical or conflict of interest policies of LCS.

**Duration of the Waivers:** The waivers will be for the duration of the contract with the District.

**Financial Impact:** LCS anticipates the requested waiver will have no financial impact on the District or the State.

**How the Impact of the Waivers will be Evaluated:** The impact of the waivers will be measured by performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, LCS 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 Contract.

### **C.R.S. § 22-33-105 Suspensions, Expulsions and Denial of Admission**

**Rationale:** The Principal of LCS must have the authority to enforce suspensions, expulsions and denials of admission, and their related areas.

**Replacement Plan:** LCS adopts its own suspension, expulsion and denials of admission, consistent with the Contract. LCS' policies will continue under the waiver of this provision previously granted to it. Copies of these policies are available for review, upon request.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract with the District.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact the District.

**How the impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, LCS should be able to maintain discipline and decorum in the best interest of the School.

### **C.R.S. § 22-63-201 Teacher Employment Act –Compensation & Dismissal Requirement to Hold a Certificate.**

**Rationale:** In accordance with state law, LCS must be granted the authority to hire teachers and principals that will support the school's goals and objectives as determined by LCS.

**Replacement Plan:** The school will ensure that staff working in the school are selected based on who is most qualified to implement its educational program and fulfill the educational mission of the school. In order to attract the most qualified, it may be beneficial for the school to be able to hire teachers who don't hold a certificate, but who possess unique background and/or skills, or fill a need for the school. The school may hire teachers licensed in the grade and subject area for the 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 content test in a related field, who are eligible to pursue a license with the Colorado Department of Education in the applicable grade and subject area.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact upon the District.

**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, as per the Contract.

**Expected Outcome:** As a result of these waivers, LCS will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

**C.R.S. § 22-63-202 Teacher Employment Act – Contracts in Writing, Damage Provision**

**C.R.S. § 22-63-203 Probationary Teachers - renewal and non-renewal of employment contract . Specific Duties.**

**Rationale:** In accordance with state law, LCS is responsible for its own personnel matters, including employing the principal (a.k.a executive director), its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. All employees are employed at LCS on an at-will basis. The success of LCS will depend in large part upon its ability to select and employ its own principal and staff in accordance with the Contract and the goals and objectives of the school.

**Replacement Plan:** LCS hires teachers and principals who will support the school’s goals and objectives at the rates determined by LCS. All employees of LCS will be employed on an at-will basis. LCS abides by all state and federal laws in its employment practices. The staff handbook and employee agreements are available upon request.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact upon the District.

**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, as per the Contract.

**Expected Outcome:** As a result of these waivers, LCS will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

**C.R.S. § 22-63-205 Exchange of Teachers**

**C.R.S. § 22-63-206 Transfer of Teachers**

**Rationale:** LCS must be responsible for all employment decisions, and, in order to meet its unique educational goals and objectives, must not have its teachers subject to exchange or be forced to accept teachers from another school.

**Replacement Plan:** LCS will be responsible for all hiring, termination and exchange procedures and policies for its teachers. LCS will reasonably consider any proposed teacher exchange, but no exchange of teachers from or to the School shall be made without LCS’ prior written consent.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract with the District.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact the District.

**How the impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, LCS will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

**C.R.S. § 22-9-106 Local Board of Education—Duties Certificated Personnel Evaluations.**

**C.R.S. § 22-2-112(1)(q)(I) Commissioner Duties (reporting performance evaluation ratings).**

**Rationale:** The School uses its own evaluation system as agreed to in the Contract. The School's evaluation system will continue to meet the intent of the law as outlined in statute.

**Replacement Plan:** The methods used for the School'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. LCS will evaluate its personnel pursuant to its adopted evaluation plan. LCS's evaluation plan is available for review per request. The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the school's evaluation system. The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

**Duration of Waivers:** LCS requests the waiver be for the duration of the Contract.

**Financial Impact:** LCS anticipates that the requested waiver will have no financial impact upon the District School Board, or the school's 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, as per the Contract.

**Expected Outcome:** With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its evaluation system, and in alignment with state directives, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members, students, and the community.

**C.R.S. §22-7-1014(2)(a) Requirement that each LEA administer the school readiness assessment to each student.**

**Rationale:** The Loveland Classical Schools Principal or designated head of school must have the authority to implement relevant assessments that ensure student success and align the required individual school readiness plans to the approved curriculum of the school as well as the state standards. By utilizing a process that allows for the alignment of both the approved curriculum and the state standards, the school is better able to provide individualized support to students whose individualized readiness plans show a delay or a deficit.

**Replacement Plan:** Loveland Classical Schools has created its own individualized readiness plan system that meets the intent of SB08-212. This plan directly aligns with the current Colorado State Standards for kindergarten as well as the curriculum of Loveland Classical Schools. Instead of the three times yearly checkpoints, Loveland Classical Schools' system incorporates a four times a year checkpoint for all students enrolled by October of the current school year, and an opportunity for a fifth checkpoint for those who have confirmed enrollment prior to August of the current year. When a student is identified through the individualized readiness plan, that student will receive intervention at an appropriate level through the current Multi-Tiered System of Support program. Loveland Classical Schools operates one full time kindergarten class and two part time kindergarten classes. All kindergarten classes utilize the Core Knowledge curriculum in addition to the Colorado State Standards.

Loveland Classical Schools will administer school readiness assessments of all Kindergartners within the first 60 days of its calendar year. The assessment instruments used will be research based, reliable, and valid. The school will use individualized readiness plans informed by readiness assessments, including DIBELS and NWEA MAP. The results of assessments will not be used to deny a student admission or progression to first grade. Loveland Classical Schools, by using the approved DIBELS for the READ Act assessment within the first 60 days of a school calendar year will fulfill the requirement to administer the literacy component of school readiness.

Students in all three kindergarten classes participate in the following:

Physical well-being and motor skill development:

- Physical education: All kindergarten students participate in at least one session weekly of structured physical education which meets or exceeds state standards. All students have a minimum of two recess periods per day. - Art education: All kindergarten students participate in at least one session weekly of structured art instruction and creation that enhances and strengthens fine motor skills. Art instruction meets or exceeds state standards. - Music education: All kindergarten students participate in at least one session weekly of structured music education that increases exposure to a variety of movement and rhythm exercises that meet or exceed state standards.

Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards.

Social-emotional development:

Students are instructed in the positive behavior support system designed by the school. This includes all aspects of expectation and behavior during school hours and on school property.

Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards.

Language and Comprehension



Students receive instruction daily receiving the Core Knowledge sequence as well as dedicated instruction in Riggs. Students master phonograms for fluent decoding and knowledge building. Students also receive explicit handwriting instruction following the Riggs methodology which reinforced fine motor skills. - DIBELS Next is assessed three times yearly. Students whose score places them in the SRD level per the State READ plan receive diagnostic testing and tier 2 or tier 3 intervention to target the specific area of need. Progress monitoring is completed every 5-10 school days to assess progress and effectiveness of intervention. - Foreign Language education: All kindergarten students participate in at least one session weekly of structured foreign language instruction to assist in the understanding of language and culture and meets or exceeds state standards. - Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards.

### Cognition and General Knowledge

Kindergarten students also receive daily instruction in mathematics, science, history and geography, as well as core virtues. - Assessment information is gathered by observation protocols based on appropriate developmental guidelines and state standards.

Students who do not make adequate growth in any of the above areas or any of the areas listed on the attached quarterly checkpoints, receive Response to Intervention (MTSS). Academic Progress and Support plans are developed and implemented. These plans may contain results of formal assessments, informal assessments, developmental checklists, as well as other documentation. APAS plans are housed in Alpine Achievement allowing the incorporation of local assessment scores into the APAS plan.

If students do not respond adequately to the intervention(s), the student may will be referred to the Problem Solving Team for a potential 504 or IEP assessment.

Methods and assessments used are clear, rigorous, and relevant and have the goal of improving student academic growth, social-emotional growth, and positively affecting school readiness as well as meeting the intent and quality standards stated in State Statue §22-7-1014(2)(a).

Please refer to the attached quarterly checkpoints, the MTSS overview, as well as the assessment overview that supports MTSS.

**Duration of Waivers:** We formally request the waiver be in effect for the duration of our contract.

**Financial Impact:** Loveland Classical Schools anticipates that the requested waiver will have no financial impact upon the Thompson School District or the Loveland Classical Schools 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 Loveland Classical Schools.

**Expected Outcome:** With this waiver, the school will be able to continue to improve its program and maintain the fidelity of instruction within the kindergarten class structure. By aligning the individual readiness plan with the current curriculum and state standards, we

produce a greater accountability and consistency with the school's goals and objectives, as well as provide targeted support that assists in creating school readiness.

**C.C.R. § 301-81 et seq. Rules Governing standards for Individual Career and Academic Plans**

**Rationale:** LCS is responsible for all curriculum and professional development of its students, including preparing its students for careers post-high school.

**Replacement Plan:** LCS develops and implements programs to decrease dropout rates and increase graduation rates by assisting students in developing and maintaining student readiness for postsecondary and workforce success. LCS will model this replacement plan consistent with its classical curriculum. Waiver of this policy is appropriate as the School is asking for a continuation of its plan, for which this waiver has already been granted.

**Duration of the Waiver:** LCS requests that the waivers be for the duration of its contract with the District.

**Financial Impact:** LCS anticipates that the requested waivers will have no financial impact the District.

**How the impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

**Expected Outcome:** As a result of this waiver, LCS will maintain control of implementing curriculum and programs designed to best prepare students for postsecondary and workforce success while minimizing administrative burdens and overhead on the School.