



Charter School Waiver Request Form

(Updated December 2014)

The following automatic waivers have been granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from the following statutes:

State Statute Citation	Description
<i>22-32-109(1)(b), C.R.S.</i>	Local board duties concerning competitive bidding
<i>22-32-109(1)(f), C.R.S.</i>	Local board duties concerning selection of staff and pay
<i>22-32-109(1)(n)(II)(A), C.R.S.</i>	Determine teacher-pupil contact hours
<i>22-32-109(1)(t), C.R.S.</i>	Determine educational program and prescribe textbooks
<i>22-32-110(1)(h), C.R.S.</i>	Local board powers-Terminate employment of personnel
<i>22-32-110(1)(i), C.R.S.</i>	Local board duties-Reimburse employees for expenses
<i>22-32-110(1)(j), C.R.S.</i>	Local board powers-Procure life, health, or accident insurance
<i>22-32-110(1)(k), C.R.S.</i>	Local board powers-Policies relating the in-service training and official conduct
<i>22-32-110(1)(y), C.R.S.</i>	Local board powers-Accepting gifts, donations, and grants
<i>22-32-110(1)(ee), C.R.S.</i>	Local board powers-Employ teachers' aides and other non-certificated personnel
<i>22-32-126, C.R.S.</i>	Employment and authority of principals
<i>22-33-104(4)</i>	Compulsory school attendance-Attendance policies and excused absences
<i>22-63-301, C.R.S.</i>	Teacher Employment Act- Grounds for dismissal
<i>22-63-302, C.R.S.</i>	Teacher Employment Act-Procedures for dismissal of teachers
<i>22-63-401, C.R.S.</i>	Teacher Employment Act-Teachers subject to adopted salary schedule
<i>22-63-402, C.R.S.</i>	Teacher Employment Act-Certificate required to pay teachers
<i>22-63-403, C.R.S.</i>	Teacher Employment Act-Describes payment of salaries
<i>22-1-112, C.R.S.</i>	School Year-National Holidays

For any non-automatic waiver requests, please provide electronic (PDF) versions of the following:

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers as an appendix.
- Waiver Request Form-complete, typed and signed by both the school and its authorizer
- A Rationale and Replacement Plan (RRP) for each non-automatic waiver being requested. A sample RRP can be found [here](#).

Please be advised that the following waivers are no longer considered automatic:

State Statute Citation	Description
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-63-201, C.R.S.	Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-203, C.R.S.	Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
22-63-206, C.R.S.	Teacher Employment Act-Transfer of teachers

Charter School Information:

Charter School Name: Windsor Charter Academy

Charter school mailing address:

Street: 680 Academy Court

City: Windsor Zip Code: 80550

Charter school contact name: John Feyen

Title: Board of Directors, Chair

Phone: (970)-680-5020 EXT: _____ Email address: john.feyen@windsorcharteracademy.org

Projected or current enrollment: 875 Grades served: Lowest: K Highest: 12

Term of the charter contract: 7/1 / 2015 (MM/DD/YY) through June 30, 2020(YYYY)

Enter the year the charter school originally opened: 2000(YYYY)

Waiver request prepared for the charter school by: William Bethke

Phone: (303)-922-2003 EXT: 222 Email: wpbehke@lawkb.com

Authorizer Information:

Charter School Institute Name of local school district: Weld RE 4

Authorizer's mailing address:

Street: 1020 Main Street

City: Windsor Zip Code: 80550

Authorizer contact name: Karen Trusler

Title: Superintendent

Phone: (970)- 686 – 8000 EXT: _____ Email address: karen.trusler@weldre4.k12.co.us

Please list the non-automatic waiver(s) from statute and rule that are being requested below:

*** Attached***

Required Signatures

Authorizer Contact (Print Name)

Signature-Authorizer Contact

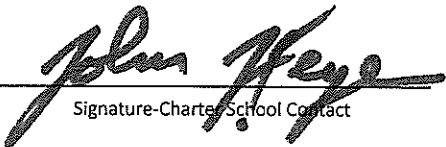
Date

JOHN J. FEYEN

Charter School Contact (Print Name)

04/13/15

Date



Signature-Charter School Contact

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information
School Name: Windsor Charter School
School Address: 680 Academy Court, Windsor, CO 80550
Prepared by: Susan Ackerman & William Bethke
Preparer's Phone Number: 303 922-2003
Preparer's Email: susan.ackerman@windsorcharteracademy.org & wpbethke@lawkb.com
Charter School Contact: Susan Ackerman
Charter School Contact Email Address: susan.ackerman@windsorcharteracademy.org

Automatic Waivers: Statute and Rationale
<p>C.R.S. § 22-9-106 Performance Evaluation System This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D) and prescribes many other details of evaluation practice.</p>
<p>Rationale: The School must have the ability to perform the evaluation of all personnel, applying standards appropriate to this school's mission and student population. Should a designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations. The charter school board must also have the ability to perform the evaluation for the designated head of school.</p>
<p>Plan: The School uses its own evaluation system. The School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used include 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 state law. The Schools system entails the use of student achievement data. The Director is trained in the use of the evaluation system.</p>
<p>Duration of Waivers: For the length of the charter contract (through June 30, 2019).</p>
<p>Financial Impact: School anticipates that the requested waiver will have no financial impact upon the District or the school budget.</p>
<p>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.</p>
<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.</p>

<p>C.R.S. § 22-32-109(1)(n) (II) (A) Determine Teacher-Pupil Contact Hours Empowers the Board to manage school schedules under certain guidelines</p>
<p>Rationale: The School should be able to establish an appropriate calendar at the school level. Though the School understands this statute may permit this, it desires no ambiguity or doubt on this point. The School will assure a calendar providing proper teacher-pupil contact hours as required by this statute and thus meet the intent of the statute.</p>
<p>Plan: The Schools governing board establishes the school calendar, following statutory guidelines.</p>
<p>Duration of Waivers: For the length of the charter contract (through June 30, 2019).</p>

Rationale and Replacement Plan for Waivers from State Statute and Rule

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District 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: The School will establish and use a school calendar that best serves its needs.

C.R.S. § 22-32-109(1)(n) (II) (B) Adopt District Calendar

Empowers the local Board of Education to adopt school calendars

Rationale: The School should be able to establish an appropriate calendar at the school level. While the power stated in this statute may be delegated by the charter contract, the School desires that there be no ambiguity or doubt on this point.

Plan: The School's governing board establishes the school calendar, following statutory guidelines.

Duration of Waivers: For the length of the charter contract (through June 30, 2019).

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District 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: The School will establish and use a school calendar that best serves its needs.

C.R.S. § 22-63-201 Teacher Employment, Compensation and Dismissal Act of 1990; ; Employment- License Required- Exception

Prohibits districts from entering into an employment contract with a person that does not hold a teacher's certificate or letter of authorization.

Rationale: A charter school should be, and this school by its charter contract is, responsible for its own employment practices. Though this statute may not be applicable to charter schools, that point is not established definitively and the School desires no ambiguity or doubt in relation to issues of employment law.

Plan: The charter school will hire Highly Qualified staff as required by federal law, who may or may not possess current Colorado teaching licenses. School policies and practices on this topic will continue to meet the intent of the law as outlined in statute.

Duration of Waivers: For the length of charter contract (through June 30, 2019).

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District 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: The School will be able to successfully manage its own work force at the school level.

Rationale and Replacement Plan for Waivers from State Statute and Rule

C.R.S. § 22-63-202 Teacher Employment, Compensation and Dismissal Act of 1990; Contracts In Writing- Duration – Damage Provisions

Provision prescribes specific elements of the annual term or tenure teacher contracts used by the District

Rationale: A charter school should be, and this school by its charter contract is, responsible for its own employment practices. Though this statute may not be applicable to charter schools, that point is not established definitively and the School desires no ambiguity or doubt in relation to issues of employment law.

Plan: The charter school will use its own form of employment agreement or contract, reflecting "at will" employment practices. School policies and practices on this topic will continue to meet the intent of the law as outlined in statute. The School's Employee Handbook provides appropriate policies and guidance for employees on this topic.

Duration of Waivers: For the length of the charter contract (through June 30, 2019).

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District 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: The School will be able to successfully manage its own work force at the school level.

C.R.S. § 22-63-203 Teacher Employment, Compensation and Dismissal Act of 1990; Probationary Teachers- Renewal and Nonrenewal of employment contract.

Provides for an annual term contracts with probationary teachers and allows for non-renewal and renewal of employment contract.

Rationale: A charter school should be, and this school by its charter contract is, responsible for its own employment practices. Though this statute may not be applicable to charter schools, that point is not established definitively and the School desires no ambiguity or doubt in relation to issues of employment law.

Plan: The School uses "at will" contracts rather than annual term contracts. School policies and practices on this topic will continue to meet the intent of the law as outlined in statute. The School's Employee Handbook provides appropriate policies and guidance for employees on this topic.

Duration of Waivers: For the length of the charter contract (through June 30, 2019).

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District 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: The School will be able to successfully manage its own work force at the school level.

Rationale and Replacement Plan for Waivers from State Statute and Rule

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act of 1990; Transfer of Teachers--Compensation

Authorizes Board of Education to employ Principals.

Rationale: A charter school should be, and this school by its charter contract is, responsible for its own employment practices. Though this statute may not be applicable to charter schools, that point is not established definitively and the School desires no ambiguity or doubt in relation to issues of employment law.

Plan: Generally, teachers do not transfer between charter and district employment. In those instances where transfer can occur, it is governed by C.R.S. § 22-30.5-111, rather than this section. School policies and practices on this topic will continue to meet the intent of the law as outlined in statute. The School's Employee Handbook provides appropriate policies and guidance for employees on this topic.

Duration of Waivers: For length of the charter contract (through June 30, 2019).

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District 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: The School will be able to successfully manage its own work force at the school level.