



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
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)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
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

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: Pueblo School for Arts and Sciences

Charter school mailing address:

Street: 2415 Jones Ave.

City: Pueblo Zip Code: 81004

Charter school contact name: Brian Repola

Title: Director of Schools

Phone: (719) 549 7103 EXT: 112 Email address: brepola@psas.ws

Projected or current enrollment: _____ Grades served: Lowest: K Highest: 8

Term of the charter contract: 07 / 01 / 20 16 (MM/DD/YY) through June 30, 2026 (YYYY)

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

Waiver request prepared for the charter school by: Brad Miller

Phone: (719) 338 4189 EXT: _____ Email: brad@millerlaw.com

Authorizer Information:

Charter School Institute Name of local school district: Pueblo School District No. 60

Authorizer's mailing address:

Street: 315 W. 11th Street

City: Pueblo Zip Code: 81003

Authorizer contact name: Phyllis K. Sanchez

Title: President, Board of Education

Phone: (719) 549 7103 EXT: _____ Email address: phyllis.sanchez@pueblocitieschools.us

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

Please see attached which is also Attachment 3 to Charter School Renewal Contract.

Required Signatures

Phyllis K. Sanchez

Authorizer Contact (Print Name)


Signature-Authorizer Contact

7-6-16

Date

Brian Repola

Charter School Contact (Print Name)


Signature-Charter School Contact

Date

Attachment 3

Requested State Statute Waivers

Pursuant to the Charter Schools Act, the Pueblo School for Arts and Sciences (PSAS) requests waivers of certain Colorado Revised Statutes listed below. Each statute is identified and the reason for each request given as well as a replacement plan. The waivers will enable the PSAS to better meet its mission, goals and objectives, and implement its education program. Although a replacement plan is identified with each waiver requested, additional replacement policies and refinement of the noted plans will occur prior to the start of school operations.

The first sections addresses with waivers considered *Automatically Granted* upon completion of a signed charter contract.

C.R.S. § 22-32-109 (1)(f) Board of Education - Specific Duties

Automatic State Waiver

Requires the Board of Education to employ all personnel and fix their compensation.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, and regulations. Therefore, PSAS requests that these statutory duties be waived or delegated from the District Board of Education to the PSAS Board. The success of PSAS will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: PSAS will be responsible for these matters rather than the District. A teacher contract will be developed up by the PSAS Board, with legal counsel.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: As a result of the waiver PSAS will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-1-112 – School Year – National Holidays

C.R.S. § 22-32-110(1)(h)- Local Board Powers – Terminate Employment of Personnel

Automatic State Waiver

Makes Board of Education responsible for terminating personnel.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, PSAS requests that these statutory duties be waived or delegated from the District to the PSAS Board. The success of PSAS will depend in large part upon its ability to select, employ and terminate its own employees.

Replacement Plan: PSAS will be responsible for these matters rather than the District. A dismissal procedure will be drawn up by the PSAS Board prior to the start of operations.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: As a result of the waiver, PSAS will employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-126 Principals - Employment and Authority—

Automatic State Waiver

"(1) The Board of Education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board of Education shall determine necessary.(2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall

perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education."

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. PSAS must be able to look beyond the traditional supervisory administrative certification in selecting its administrator/principal.

Replacement Plan: PSAS will employ a School Administrator (Principal) who will report to the school's Board. The School Administrator does not have to hold a Principal's License to perform the listed duties.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the established performance criteria as set forth in this application.

Expected Outcome: As a result of the waiver PSAS will select, employ and provide professional development for its own administrative staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-109 (1)(b) Board of Education - Specific Duties

Automatic State Waiver

Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District.

Rationale: PSAS will operate independently from other schools in the 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 Act.

Replacement Plan: The PSAS Board will adopt policies and the principal will prescribe rules and regulations for operation of the school.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to PSAS as set forth in the application.

Expected Outcome: PSAS expects that, as a result of these waivers, it 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 application.

C.R.S. § 22-32-109(1)(n)(II)(A) – Determine teacher-pupil contact hours

Automatic State Waiver

School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: A finalized calendar and school day of PSAS will be officially adopted after approval of the Charter and hiring of the School Administrator.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to PSAS as set forth in the application.

Expected Outcome: As a result of this waiver, PSAS will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-32-109(1)(t) – Local Board Duties Concerns Textbooks and Curriculum

Automatic State Waiver

Grants Board of Education authority to determine educational programs to be carried on in schools of the district and to prescribe textbooks.

Rationale: PSAS requests the District grant the PSAS Board the authority to determine

the educational program and instructional materials to be used in the school. PSAS will choose the instructional materials that will be used and the procedure for making them available to its students.

Replacement Plan: The educational program that PSAS will implement is a Paideia-inspired curriculum.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

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 PSAS, as set forth in the application.

Expected Outcome: PSAS expects that, as a result of this waiver, it will be able to implement its curriculum and ensure that students meet the proposed standards.

C.R.S. § 22-32-110(1)(ee) – Local Board Powers-Employ Teachers’ Aides and Other noncertificated personnel

Automatic State Waiver

Authorizes Board of Education to employ teacher aides and non-certified personnel.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, PSAS requests that these statutory duties be waived or delegated to the PSAS Board. The success of PSAS will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: PSAS will be responsible for these matters rather than the District. A non-certified contract will be drawn up by the PSAS Board, with legal counsel.

Our School Administrator will primarily be responsible for planning, with input from staff and approval of the PSAS Board, the professional development and school policies to meet their needs.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver PSAS will select, employ and provide professional development for its own staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(i) – Local Board Powers – Reimburse employees for expenses

Automatic State Waiver

Authorizes Board of Education to reimburse employees for expenses.

C.R.S. § 22-63-402 – Teacher Employment Act – Certificate required to pay teachers

Automatic State Waiver

This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher's certificate, letter of authorization, or written authorization from the Department of Education.

Rationale: PSAS will be solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of "Highly Qualified" staff as defined in NCLB.

Replacement Plan: PSAS may, where possible, hire certified teachers and

School Administrators. However, it may be beneficial for PSAS be able to hire teachers without a certificate and who possess unique background and/or skills, or fill a need for the school. PSAS may require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the evaluation system set forth in this application.

Expected Outcome: As a result of these waivers, PSAS will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-403 Teacher Employment Act – Describes Payment of salaries

Automatic State Waiver

Governs payment of salaries upon termination of employment of a teacher.

Rationale: PSAS should be granted the authority to develop its own employment terms and conditions of employment. Given the at will nature of employees, PSAS should not be required to give non-probationary status and probationary periods to its teachers.

PSAS will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential.

Replacement Plan: The contract between PSAS and the District will have staff to be employed on a year-to-year basis as "at-will" employees. The PSAS Board will develop an appropriate teacher's contract.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to PSAS as set forth in the application and the contract.

Expected Outcome: PSAS expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of its teachers and students.

C.R.S. § 22-32-110(1)(J) – Local Board Powers – Procure life, health, or accident insurance

Automatic State Waiver

Authorizes Board of Education to procure group life, health or accident insurance for employees.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, PSAS requests that these statutory duties be waived or delegated from the District to the PSAS Board. The success of PSAS will depend in large part upon its ability to select, employ and terminate its own staff as well as provide for group, life, health, and accident insurance and procedures for reimbursement of employee expenses.

Replacement Plan: PSAS will be responsible for these matters rather than the District. Procedures in these areas will be developed by the PSAS Board prior to the start of operations.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver, PSAS will employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(y) – Local Board Powers – Accepting gifts, donations and grants

Automatic State Waiver

Grants the Board of Education the power to accept gifts, donations or grants of any kind made to the District and to expend such in accordance with the donor's conditions, except conditions contrary to the law.

C.R.S. § 22-63-301 – Teacher Employment Act – Grounds for dismissal

Automatic State Waiver

Provides grounds and procedures for dismissal of teachers.

C.R.S. § 22-32-110 (1) (k) – Local Board Powers – Policies relating to in-service training and official conduct

Automatic State Waiver

School District Boards of Education - Powers & Duties -Board of Education- specific powers-repeal. In-Service Training. Requires School District Board of Education to adopt policies, rules, and regulations regarding in-service training, professional growth and official conduct.

Rationale: The School must have the authority to determine its own policies, rules, and regulations regarding in-service training, professional growth, safety, official conduct, and welfare of its employees.

Replacement Plan: The school Administrator and the PSAS Board will be responsible for these matters. The Principal and PSAS Board prior to initial operations will promulgate policies and rules and regulations with regard to in-service training.

Duration of the Waiver: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will select, employ and provide professional development for its School Administrator, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-302 – Teacher Employment Act – Procedures for dismissal of teachers

Automatic State Waiver

This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the Court of Appeals.

Rationale: The success of PSAS in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. PSAS must be able to terminate employees who cannot deliver its educational program successfully.

Replacement Plan: Continued employment in PSAS will be subject to an annual satisfactory performance evaluation. This policy and procedure will be established by the PSAS Board. Teachers who are rated unsuccessful may be terminated by PSAS.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to PSAS as set forth in the application.

Expected Outcome: As a result of these waivers, PSAS will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of the school.

C.R.S. § 22-63-401 – Teacher Employment Act – Teachers subject to adopted salary schedule

Automatic State Waiver

This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

Rationale: The employees of PSAS will not be employees of the District. Thus, section 22-63-401 does not apply and is in contrast to the independent fiscal responsibility stated in the Charter School Act.

Replacement Plan: PSAS has established its own salary and payment obligations based on its educational goals.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: As a result of this waiver, PSAS will be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school.

Additional State Waivers Requested

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

Rationale: In order for the School to function according to its unique needs and design, the School Administrator and PSAS Board must develop and adopt its own system of evaluation.

Replacement Plan: PSAS will provide a yearly evaluation for all staff. Teachers will be held accountable to the School Administrator. The evaluation system will be further developed and submitted to the District prior to commencing school operations.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: With this waiver, PSAS will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

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

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: A finalized calendar and school day of PSAS will be officially adopted after approval of the Charter and hiring of the School Administrator.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to PSAS as set forth in the application.

Expected Outcome: As a result of this waiver, PSAS will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: A finalized calendar and school day of PSAS will be officially adopted after approval of the Charter and hiring of the School Administrator.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to PSAS as set forth in the application.

Expected Outcome: As a result of this waiver, PSAS will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-9-106 Local Board of Education – Duties – performance evaluation system – compliance – rules

Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state Board of Education, and the minimum information required in the district's written evaluation system.

Rationale: In order for the School to function according to its unique needs and design, the School Administrator and PSAS Board must develop and adopt its own system of evaluation.

Replacement Plan: PSAS will provide a yearly evaluation for all staff. Teachers will be held accountable to the School Administrator. The evaluation system will be further developed and submitted to the District prior to commencing school operations.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: With this waiver, PSAS will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. § 22-63-201 – Teacher Employment Act – Employment – license required – exception

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

Rationale: PSAS will be solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of "Highly Qualified" staff as defined in NCLB.

Replacement Plan: PSAS may, where possible, hire certified teachers and

School Administrators. However, it may be beneficial for PSAS be able to hire teachers without a certificate and who possess unique background and/or skills, or fill a need for the school. PSAS may require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None to either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the evaluation system set forth in this application.

Expected Outcome: As a result of these waivers, PSAS will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-202 – Teacher Employment Act – Employment contracts – contracts to be in writing – duration – damage provision – repeal

Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the School requests that these

statutory duties be waived or delegated from the District to PSAS. The success of the School will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the School. All PSAS staff will be employed on an at-will basis.

Replacement Plan: The School will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.

Duration of the Waivers: PSAS requests the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-203 – Teacher Employment Act – Probationary teachers – renewal and nonrenewal of employment contract

This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the School requests that these statutory duties be waived or delegated from the District to PSAS. The success of the School will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the School. All PSAS staff will be employed on an at-will basis.

Replacement Plan: The School will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.

Duration of the Waivers: PSAS requests the waiver be granted for the duration of its

Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-206 – Teacher Employment Act – Transfer – compensation

Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for PSAS.

Replacement Plan: PSAS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: PSAS expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

C.R.S. § 22-63-204 – Teacher Employment Act – Interest prohibited

Receiving moneys from the sale of goods.

Rationale: Because PSAS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. PSAS staff needs to be allowed to accept pay for

sale of goods to accomplish education objectives.

Replacement Plan: The PSAS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Duration of the Waivers: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver, the PSAS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-32-119 – Kindergartens

Permits Board of Education to establish and maintain Kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.

Rationale: PSAS will operate its own Kindergarten program in accordance with the application. PSAS should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the application and the Contract.

Replacement Plan: PSAS will provide its own curriculum for Kindergarten students.

Duration of the Waivers: PSAS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: PSAS expects that as a result of this waiver it will be able to operate its Kindergarten program to the benefit of the students, teachers and community.

C.R.S. § 22-63-103 (10) – Teacher Employment Act – Definitions – “substitute teacher”

Teacher Employment, Compensation, and Dismissal -Definitions - Substitute Teacher

This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The School Administrator shall have the authority to select part-time and substitute teachers.

Duration of the Waiver: PSAS requests that the waiver be for the duration of its Charter.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in this application.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

C.R.S. § 22-32-110 (1) (h) – Board of Education – specific powers – discharge or terminate the employment of personnel

School District Charter Councils - Powers & Duties -Board of Education- specific powers-repeal. Discharge of Personnel District Boards of Education are responsible for terminating personnel.

Rationale: PSAS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the School requests that these statutory duties be waived or delegated from the District to PSAS. The success of the School will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the School. All PSAS staff will be employed on an at-will basis.

Replacement Plan: The School will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.

Duration of the Waivers: PSAS requests the waiver be granted for the duration of its

Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-60.5-301 – Colorado Educator Licensing Act – Types of principal licenses issued – term

Colorado Educator Licensing Act -Principals & Administrators

Types of principal licenses issued - term. Describes various types of licenses and standards for issuance for principals.

Rationale: The unique curriculum and methods required to supervise and manage the Pueblo School for Arts and Sciences could limit the pool of potential candidates for the School Administrator position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The PSAS Board will hire a School Administrator who will further the mission, goals and objectives of the School. The School Administrator will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract a School Administrator from a wide variety of backgrounds, including but not limited to, teachers and persons with Paideia school administration or other professional experience.

Duration of the Waiver: PSAS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or PSAS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to PSAS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staffs who possess the unique skills and/or background to fill its staff needs in

accordance with the terms and conditions set by the Charter School Agreement.

Pueblo School for Arts and Sciences reserves the right to identify, during its implementation period, those Colorado Revised Statutes which are impediments to effective operation and to request waivers of those statutes, as specified in C.R.S. § 22-2-117 and 22-30.5-104 (6) and 22-30.5-105 (3).

Requested District Waivers

Listed below are the waivers requested from the Pueblo School District. In some instances, waivers are requested not because of any substantive disagreement with the scope, intent or language of a policy, but rather because the subject policy specifies that the District Board of Education, the Superintendent or a school principal bears responsibility for performing a particular action or function; where in the Pueblo School for Arts and Sciences (PSAS) model for governance/administration these functions would be performed by the PSAS Board and/or the School Administrator.

Rationale: Charter schools have unique status and are expected to be innovative in educational reform. In order for PSAS to be successful and operate in a manner consistent with its Mission and Vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.

Replacement Policies: Replacement policies will be developed to be consistent with the philosophies of Pueblo School for Arts and Sciences prior to the start of operations.

Duration of PSD Policy Waivers: All of the following waivers are requested for the duration of the Charter.

Financial Impact: PSAS anticipates no financial impact of these waivers to either the District or the School.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to PSAS as set forth in this application.

Expected Outcome: As a result of these waivers, PSAS will be able to implement its program in a manner consistent with its Educational Philosophy and the Mission of the School.