

EXHIBIT C: REQUESTED WAIVERS

Rationale and Replacement Plan for Waivers from State Statute and Rule: Two Rivers Community School

Basic Information School Name: Two Rivers Community School
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Automatic Waivers

Automatic Waiver List as of 8/1/2016	
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)(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), C.R.S.</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

NON AUTOMATIC WAIVERS: STATUTE DESCRIPTION

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System C.R.S. 22-2-112(1)(q)(I) Evaluation Report to Commissioner

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The Two Rivers Community School Directors must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the supervision of the Directors. Additionally, Two Rivers Community School should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I)

Replacement Plan: Two Rivers Community School uses its own evaluation system and therefore should not be required to report their teacher evaluation data. The Two Rivers Community School evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the TRCS's evaluation system 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 SB 10-191. In addition, the evaluation data is used to inform professional development decisions for each teacher.

Duration of the Waivers: Two Rivers Community School requests that the waiver be for the duration of its contract with the Charter School Institute.

Financial Impact: Two Rivers Community School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Two Rivers Community School budget.

C.R.S. §22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Specific Duties Teacher Pupil Contact Hours

Rationale: The school year at Two Rivers Community School will meet or exceed state required days and hours per school year. Two Rivers Community School will prescribe the actual details of its own school calendar to best meet the needs of its students which may differ from the local school board.

Replacement Plan: The final calendar and the school's daily schedule will be designed by Two Rivers Community School and will meet or exceed the expectations in state statute.

Duration of the Waivers: Two Rivers Community School requests that the waivers be for the duration of its contract with the Charter School Institute.

Financial Impact: The school anticipates that the requested waivers will have no financial impact.

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

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

C.R.S. § 22-63-201 Employment certificate required

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

Rationale: Two Rivers Community School should be granted the authority to hire teachers and administrators that will support the schools goals and objectives. The school will seek to attract principals/headmasters and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of Two Rivers Community School will be employed on an at-will basis. All employees of Two Rivers Community School will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Two Rivers Community School.

Duration of the Waivers: Two Rivers Community School requests that the waivers be for the duration of its contract with the Charter School Institute.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Charter School Institute or Two Rivers Community School.

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

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

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

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

Rationale: Two Rivers Community School should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at Two Rivers Community School. All employees of Two Rivers Community School will be employed on an at-will basis.

Replacement Plan: Two Rivers Community School has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Two Rivers Community School requests that the waivers be for the duration of its contract with the Charter School Institute.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Charter School Institute or Two Rivers Community School.

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

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

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act
Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Two Rivers Community School is granted the authority under the Charter School Agreement to select its own teachers. No other school should not have the authority to transfer its teachers into Two Rivers Community School or transfer teachers from Two Rivers Community School to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Charter School Institute.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the school.

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 Two Rivers Community School, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.