

ATTACHMENT 2 – WAIVERS REQUESTED FROM STATE LAW

Non-Automatic Waivers from State Statute:

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(I)(n)(I), C.R.S. § 22-32-109(I)(n)(II)(A), & C.R.S. § 22-32-109(I)(n)(II)(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar
Rationale: CHPA must be able to set its own school calendar to best meet the needs of its students.
Replacement Plan: The School will work with its community to develop its own school calendar as approved by the CHPA Governing Board and its administration. The school year at CHPA will meet the minimum required school days and contact hours as required under Colorado law. CHPA 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 Colorado law.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District.
Financial Impact: CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.
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 the School as a whole, as per the charter contract.
Expected Outcome: CHPA 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(b) — Local Board Duties concerning competitive bidding
Rationale: In accordance with state law, CHPA will be responsible for its own contracting for goods and services.
Replacement Plan: CHPA will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the CHPA Governing Board and school leader 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. CHPA will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting

successful bidders on projects/contracts. CHPA will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District.
Financial Impact: CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.
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 the School as a whole, as per the charter 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 charter contract. As a result of this waiver, CHPA 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 charter contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-110(1)(y) — Local Board Powers - Accept Gifts and Donations
Rationale: In accordance with state law, CHPA will be responsible for determining its own budget and issues associated therewith.
Replacement Plan: CHPA 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 CHPA.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District.
Financial Impact: CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.
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 the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, CHPA 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 charter contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
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 charter contract. The School's evaluation system will continue to meet the intent of the law as outlined in statute. Additionally, the School should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I) but will still report on in-field/out-of-field.

Replacement Plan: The methods used for CHPA'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 meeting the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. In addition, the evaluation data is used to inform professional development decisions for each teacher. All staff have been trained in the CHPA evaluation system.

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

Financial Impact: CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.

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 the School as a whole, as per the charter 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.

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

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

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

Replacement Plan: CHPA's intent is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The School will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field." The Principal will develop a professional development program for any teacher with a bachelor's degree not meeting the minimum subject matter credit hours to prepare them to pass a state-approved content examination in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. In addition, all employees of the School will meet applicable fingerprinting and background check requirements.

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

Financial Impact: CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.

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 the School as a whole, as per the charter contract.

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

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

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. § 22-63-203.5 — Nonprobationary portability

Rationale: CHPA should be granted the authority to develop its own employment agreements and terms and conditions of employment. CHPA 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. 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 a more traditional public school will be successful at CHPA. All employees of CHPA will be employed on an at-will basis.

Replacement Plan: Employment at CHPA will be on an at-will basis. Continued employment will be subject to a satisfactory performance evaluation(s) consistent with the employment policies and procedures created and adopted by the CHPA Governing Board.

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

Financial Impact: CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.

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 the School as a whole, as per the charter contract.

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-63-205 — Exchange of Teachers C.R.S. § 22-63-206 — Transfer of Teachers	
Rationale:	CHPA is granted the authority under the charter contract to select its own teachers. No other school or the District should have the authority to transfer its teachers into CHPA or transfer teachers from CHPA to any other schools, except as provided for in the charter contract.
Replacement Plan:	The School will hire teachers on a best-qualified basis. There is no provision for transfers.
Duration of Waivers:	We formally request the waiver be in effect for the duration of our contract with the District.
Financial Impact:	CHPA anticipates that the requested waivers will have no additional financial impact upon the District or the school.
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 the School as a whole, as per the charter contract.
Expected Outcome:	As a result of this waiver, CHPA will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals	
Rationale:	As a District charter school, the School's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).
Replacement Plan:	The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, in a manner that is consistent with state law. However, as opposed to the District carrying out all of the functions of a school district and its board related to expulsion and denial of admission, the governing board of the School will carry out those functions; provided, however, that pursuant to the Charter Contract, any student who is expelled by the School's governing board may appeal that decision in writing to the District's Board of Education within ten (10) days after the School's decision. The appeal shall consist of a review of the facts that were presented and that were determined at the hearing conducted by the School's hearing officer, arguments relating to the decision, and questions for clarification from the District Board. The School shall include procedures concerning the appeals process in its student handbook and discipline policies distributed annually to its students. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel

and the District in any expulsions to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by the District, subject to the right of a student who is expelled to appeal to the District's Board of Education. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the school.

How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both the District and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by the District, subject to and as required by the Charter School Contract.

Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by the District.