

APPENDIX A - Requested State Statute Waivers

The Network hereby invokes waivers of the following sections of the Colorado Revised Statutes for each of its schools; replacement policies are available for review by contacting the Network.

Automatic State Waivers.

22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
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 to in-service training and official conduct
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

Non-automatic Waivers.

The District and Network are requesting that the State Board recognize the waivers and replacement policies outlined in this Appendix apply to all Network Schools authorized by the District.

- C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System
- C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
- 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) Determine teacher-pupil contact hours
- C.R.S. § 22-63-201 Employment. Certificate required
- C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
- C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
- C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers
- C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding
- C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants

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

Statutory Citation and Title:

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

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

Rationale: The school leader of each DSST school, along with the Chief Executive Officer, must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude him or her from administering the evaluations under the direction of the school leader. The Board of Directors of DSST Public Schools must also have the ability to perform the evaluation for the Chief Executive Officer, and the Chief Executive Officer shall have the ability to perform the evaluation for other senior team leaders, in addition to school leaders.. Additionally, DSST Public Schools 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: DSST Public Schools uses its own evaluation system as agreed to in the Charter School Agreement with Denver Public Schools and therefore should not be required to report their teacher evaluation data. DSST’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for DSST Public 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. All evaluators will receive training in their school’s evaluation system. All teachers will be evaluated annually and the evaluation data will be used to inform professional development and employment decisions for teachers. Core course level participation will continue to be reported pursuant to C.R.S. 22-11-503.5, as this is a non-waivable statute. DSST Public Schools will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings,

but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The duration of the contract.

Financial Impact: DSST Public Schools anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the Network.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire Network, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the Network, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the Network 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 Networks goals and objectives. This will benefit staff members as well as students and the community.

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

Statutory Citation and Title:

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

Rationale: DSST Public Schools have the ability to set a school calendar. The calendar will meet or exceed the minimum number of days set in statute. DSST Public Schools will determine the actual details of its school calendar to best meet the needs of its students. The local board will not set these policies, and DSST Public Schools may have a calendar that differs from the rest of the schools in the district.

Replacement Plan: The final calendar will be designed by DSST Public Schools and the calendar will meet or exceed day and contact hour requirements set forth in state statute.

Duration of Waivers: The duration of the contract.

Financial Impact: DSST Public Schools anticipates that the requested waivers will have no financial impact on the Denver Public Schools or the Network.

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 Network, as per this Charter School Agreement.

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

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

Statutory Citation and Title:

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

Rationale: DSST Public Schools have the ability to determine teacher-pupil contact hours that meet or exceed the minimum required by state statute. DSST Public Schools will determine the actual details of teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies, and DSST Public Schools may specify teacher-pupil contact hours that differ from other schools in the district.

Replacement Plan: DSST Public Schools will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute.

Duration of Waivers: The duration of the contract.

Financial Impact: The Network anticipates that the requested waivers will have no financial impact on the Denver Public School or the Network.

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

Expected Outcome: As a result of this waiver, the Network will be able to implement the necessary policies to increase student achievement.

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

Statutory Citation and Title:

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

Rationale: DSST Public Schools should be granted the authority to hire teachers and principals that will support the Network's goals and objectives. DSST's school leaders will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The Network will seek to attract school leaders 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.

Replacement Plan: All employees of DSST Public Schools will be employed on an at-will basis. DSST will, as determined by the CEO of DSST Public Schools, seek to hire teachers and administrators, including school leaders, that hold an initial or professional teachers license or certificate. DSST will seek to attract employees 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 or administrative experience in a setting not requiring a license, as well as persons with business or professional experience. In some instances it may be advantageous for the Network to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of DSST Public Schools. DSST will prioritize the hiring of in-field Core Content teachers as defined by the Colorado State Board and the Colorado state ESSA plan, while retaining the ability to hire "out of field" teachers. DSST recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience. All in-field teachers and administrators will at a minimum hold a bachelor's degree and

demonstrate subject-matter competency by meeting at least one of the following guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement.
Duration of Waivers: The duration of the contract.
Financial Impact: The Network anticipates that the requested waivers will have no financial impact on the Denver Public School or the Network.
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 Network, as per this Charter School Agreement.
Expected Outcome: As a result of these waivers, the Network will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

Statutory Citation and Title:

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

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

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

Rationale: DSST Public Schools should be granted the authority to develop its own employment agreements and terms and conditions of employment and administrator and teacher definitions, to allow those definitions to align with the approved District and State Waivers. The Network operates differently from other schools with a unique curriculum for which having the proper teaching staff is essential. The Network operates differently from other schools with a unique curriculum for which having the proper teaching staff is essential.. In addition, DSST Public Schools is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into the school or transfer teachers from DSST to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: DSST Public Schools will issue employment offers in writing that include all relevant details of the employment. All employment at DSST for all employees is on an at-will basis. DSST Public Schools will hire teachers on a best qualified basis in accordance with the needs of DSST Public Schools. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, disability, or genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type,

and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

Consistent with state and district waivers granted, including 22-63-201, to DSST Public Schools that allow autonomy and authority regarding its employment policies, DSST Public Schools's definition of staff positions and hiring decisions may differ from Denver Public Schools, including the definition of "teacher", "nonrenewal" and "substitute teacher." DSST Public Schools has authority to determine the individual qualifications, consistent with unwaived State and District policy, needed to hire and retain teaching staff positions, and DSST Public Schools uses the terms "teacher", "nonrenewal" and "substitute teacher" in accordance with its employment policies and granted waivers.

Duration of Waivers: The duration of the contract.

Financial Impact: The Network anticipates that the requested waivers will have no financial impact on the Denver Public School or the Network.

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 Network, as per this Charter School Agreement.

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

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

Statutory Citation and Title:

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

Rationale: DSST Public Schools requests sole discretion in all competitive bidding policies to be able to acquire the goods and services that best meet the needs of DSST schools and students in the most efficient possible manner.

Replacement Plan: DSST Public Schools will be delegated responsibility for developing, adopting, and implementing its own operational policies, rules and regulations, including those for competitive bidding.

Duration of Waivers: The duration of the contract.

Financial Impact: The Network anticipates that the requested waivers will have no financial impact on Denver Public Schools or the Network.

How the Impact of the Waivers Will be Evaluated: Since this area has a critical impact on the performance of the entire Network, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the Network, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, the Network 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 School Agreement.

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

Statutory Citation and Title:

C.R.S. § 22-32-110(1)(y) Board of Education Accepting gifts, donations, grants

Rationale: In order to ensure that DSST is able to operate critical aspects of its model outside of its core program, the Network engages in fund development efforts into the DSST Public Schools Foundation. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, DSST schools occasionally receive gifts, which can be used to further support the program. It is the responsibility of DSST to engage in responsible fundraising efforts and to receive and execute gifts, donations, and/or grants in alignment with the donors' wishes along with local, state and federal laws. In cases of giving in which funds are unrestricted, the Network, with support of the Network's Board and Finance Committee, determines the most effective use of the funds.

Replacement Plan: The DSST Fiscal Policies and Procedures Handbook and the DSST Foundation board's policies and bylaws contain our policies for accepting gifts, donations and grants.

Duration of Waivers: The duration of the contract.

Financial Impact: The Network anticipates that the requested waivers will have no financial impact on Denver Public Schools.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance of the Network and its staff, as per this Charter School Agreement

Expected Outcome: As a result of this waiver, the Network 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 School Agreement.