

Rationale and Replacement Plan for Waivers from State Statute and Rule Thomas MacLaren State Charter School

Basic Information

School Name: Thomas MacLaren State Charter School

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AUTOMATIC WAIVERS: As of January 1, 2015, automatic waivers have been granted to all charter schools pursuant to C.R.S. § 22-2-107(1)(c), C.R.S. § 22-2-106(1)(h), and HB 14-1292. No documentation is required by the state for automatic waivers. The list of automatic waivers is given on page one of the Charter School Waiver Request Form. Prior RRP's for almost all of the automatic waivers are given below because it was thought to be better to continue to include these, rather than delete them.

NON-AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

Thomas MacLaren Charter School requests the following waivers from the Colorado Revised Statutes. The waiver requests are matched with the appropriate policy or procedure, along with a rationale for the waiver. The waiver will allow MacLaren School to more effectively implement its educational program and better meet its goals and objectives. MacLaren School anticipates that these waivers will not have a negative financial impact upon the school or Colorado Charter School Institute.

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

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

Rationale: The MacLaren School Head of School or designee 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 direction of MacLaren's Head of School.

Plan: MacLaren School uses its own evaluation system as agreed to in the charter school contract with the Charter School Institute ("CSI"). MacLaren School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for MacLaren

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.

Duration of the Waivers: MacLaren School requests that the waiver be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: MacLaren School anticipates that the requested waiver will have no financial impact upon CSI or the MacLaren School budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance 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 contract.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its performance evaluation 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.

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

Rationale: MacLaren School has already been granted a waiver of C.R.S. § 22-9-106, which enables a charter school to develop and implement its own staff performance evaluations. MacLaren School will not be required to report its teacher evaluation ratings as part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I).

Replacement Plan: MacLaren School has already been granted a waiver of C.R.S. § 22-9-106, which allows the school to use its own evaluation system that that staff have been trained on and meet the intent of statute. MacLaren School will not be required to report its teacher evaluation data. However, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

Duration of the Waiver: MacLaren School requests that this waiver remain in effect for the duration of the contract with CSI.

Financial Impact: MacLaren School anticipates that the waiver will have no financial impact upon the school or CSI.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the ongoing evaluation of the teaching staff relative to specific duties they will perform. Ultimately, MacLaren School expects that overall student achievement will be positively influenced by a staff which is trained and evaluated according to current best practices in education.

Expected Outcome: MacLaren School anticipates that the result of this waiver will be a highly trained staff with appropriate skills in education.

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

(delegation) Grants board of education the authority to adopt policies and prescribe rules and

regulations for efficient administration of the district.

Rationale: MacLaren School will be operating independently from other schools in CSI 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 contract.

Replacement Plan: The Board of Directors of MacLaren School will adopt policies and the Head of School will prescribe rules and regulations.

Duration of the Waiver: MacLaren School requests that the waiver be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI. MacLaren School will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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 MacLaren School, as set forth in this charter school contract.

Expected Outcome: As a result of this waiver, MacLaren School 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 contract.

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

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

Rationale: MacLaren School 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 providing its own training. Therefore, the school requests that these statutory duties be waived or delegated from CSI to the administration and Board of Directors of MacLaren School. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this charter school contract and the goals and objectives of the school. All MacLaren School staff will be employed on an at-will basis.

Replacement Plan: MacLaren School will be responsible for these matters rather than CSI. MacLaren School uses “at will” teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with CSI. Therefore, the waivers are requested for five academic years, through June 30, 2019.

Financial Impact: MacLaren School anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and the cost of employing staff has been included in that budget.

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 this charter school contract.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the charter school contract.

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: The school year at MacLaren School will total approximately 180 days per year which exceeds the current requirement in state statute. MacLaren School will prescribe the actual details of its own school calendar to best meet the needs of its students. The CSI board will not set these policies and MacLaren School will have a calendar that differs from the rest of the schools within CSI.

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

Duration of the Waivers: MacLaren School requests that the waivers be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

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

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

(automatic) C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education-Specific Duties

Teacher Pupil Contact Hours

Rationale: MacLaren School will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The CSI board will not set these policies.

Replacement Plan: MacLaren School will prescribe the actual details of teacher-pupil contact hours instead of the CSI Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: MacLaren School requests that the waivers be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

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

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

(automatic) C.R.S. § 22-32-109(1)(t) Boards of Education. Specific Duties

Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: CSI has granted to the Board of Directors of MacLaren School the authority to determine the educational program and textbooks to be used in the school. CSI retains the right of final approval of the educational program through the charter school renewal process and this charter school contract.

Replacement Plan: The MacLaren School educational program and curriculum is detailed in its initial charter application, on its website, and in documents contained at the school.

Duration of the Waiver: MacLaren School requests that the waiver be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: MacLaren School anticipates that the requested waivers will have no financial impact upon CSI or 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 MacLaren School, as per this charter school contract.

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

(automatic) C.R.S. § 22-32-110(1)(h) Local Board Powers

(delegation) Makes Board of Education responsible for terminating personnel.

(automatic) C.R.S. § 22-32-110(1)(i) Local Board Powers

(delegation) Reimburse employees for expenses

(automatic) C.R.S. § 22-32-110(1)(j) Local Board Powers

(delegation) Procure life, health, or accident insurance

(automatic) C.R.S. § 22-32-110(1)(k) Local Board Powers

(delegation) Policies relating to in-service training and official conduct

(automatic) C.R.S. § 22-32-110(1)(ee) Local Board Powers

(delegation) Employ teachers' aides and other non-certified personnel

Rationale: MacLaren School 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 terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from CSI to the Head of School and Board of Directors of MacLaren School. The success of MacLaren School will depend in large part upon its ability to select and employ its own staff and to terminate the employment of individual staff members should they not perform in accordance with this charter school contract and the goals and objectives of the school. All MacLaren School staff will be employed on an at-will basis.

Replacement Plan: MacLaren School will be responsible for these matters rather than CSI. MacLaren School uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with CSI. Therefore, the waivers are requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon CSI or the school. MacLaren School must operate within its budget and the cost of employing staff has been included in that budget.

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 this charter school contract.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this charter school contract.

(automatic) C.R.S. § 22-32-126 Employment & Authority of Principals

(delegation) Authorizes Board of Education to employ Principals.

Rationale: MacLaren School will be responsible for its own personnel matters, including employing the Head of School and its own staff as well as establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. School leaders employed at MacLaren School will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from CSI to the Board of Directors of MacLaren School. The success of this school will depend in large part upon its ability to select and employ its own Head of School and staff in accordance with this charter school contract and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than CSI. The school's Head of School and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with CSI. Therefore, the waivers are requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon CSI. MacLaren School must operate within its budget and the cost of employing staff has been included in that budget.

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 this charter school contract.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the charter school contract.

(automatic) C.R.S. § 22-33-104(4)

Compulsory School Attendance

Rationale: MacLaren School will be responsible for creating the written policy setting forth the school's attendance requirements. Through the renewal process, CSI reserves the right to approve the plan once it has been created.

Replacement Plan: MacLaren School will be responsible for creating the written attendance policy for the school. The plan will meet the or exceed the expectations set forth in state law.

Duration of the Waivers: MacLaren School requests that the waivers be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

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

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.

(automatic) C.R.S. § 22-63-402 Services. Disbursements

(substantive) Prohibits disbursement of district monies to teacher without a valid teacher's

certificate, letter of authorization or written authorization.

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

Rationale: MacLaren School should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The Head of School 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 and overall school leader. The school will seek to attract administrators 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 MacLaren School will be employed on an at-will basis. All employees of MacLaren 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 MacLaren School.

Duration of the Waivers: MacLaren School requests that the waivers be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

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

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.

(automatic) C.R.S. § 22-63-403 Payment of Salaries

(substantive) Governs payment of salaries upon termination of employment of a teacher.

Rationale: MacLaren 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; given its unique curriculum, having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at MacLaren School. All employees of MacLaren School will be employed on an at-will basis.

Replacement Plan: MacLaren School's employees, including its teachers, are aware of and agree with the terms of non-renewal and renewal contained in MacLaren's employment agreements, as well as the school's policies on payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: MacLaren School requests that the waivers be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

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

impact on CSI or MacLaren 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 contract.

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: MacLaren School is granted the authority under the Charter Schools Act, C.R.S. § 22-30.5-101 *et seq.*, and this charter school contract to select its own teachers. No other school or CSI should not have the authority to transfer its teachers into MacLaren School or transfer teachers from MacLaren School to any other schools, except as provided for in the charter school contract.

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 CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or 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 MacLaren School, as set forth in this charter school contract.

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.

(automatic) C.R.S. § 22-63-301 Transfer Employment, Compensation and Dismissal Act Grounds for dismissal.

(automatic) C.R.S. § 22-63-302 Procedures for dismissal of teachers.

Rationale: The success of MacLaren School in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to MacLaren School as the school operates under a series of charter contracts of limited duration. All employees of MacLaren School will be employed on an at-will basis.

Replacement Plan: Continued employment in the school shall be subject to regular satisfactory performance evaluations, although all employees of MacLaren School will be employed on an at-will basis. Teachers who are rated unsuccessful may have their employment terminated by MacLaren School.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with CSI. Therefore, the waivers are requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or MacLaren School. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, as set forth in this charter school contract.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in accordance with the philosophy and mission as stated in its initial charter application and as developed and deepened through operation of the school and passage of policies by the Board of Directors.

(automatic) C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act (delegation) Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: MacLaren School should be delegated the authority to determine compensation rates, in accordance with the charter school contract. The workday and work year in the school may be different from that of other schools in CSI and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. MacLaren School will set competitive rates for each level of teachers it employs. MacLaren School's Head of School will determine the placement of teachers.

Duration of the Waiver: MacLaren School requests that the waivers be for the duration of its contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI. MacLaren School will be able to employ teachers and determine a salary schedule consistent with its budget.

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 MacLaren School, as set forth in this charter school contract.

Expected Outcome: As a result of this waiver, MacLaren School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in its initial charter application and as developed and deepened through operation of the school and passage of policies by the Board of Directors.