

APPENDIX A

State Statute Waivers

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

Automatic State Waivers.

- 22-32-109 (l)(f), C.R.S. Local board duties concerning selection of personnel and pay
- 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (l)(h), C.R.S. Local board powers concerning employment termination of school personnel
- 22-32-110(l)(i), C.R.S. Local board duties-Reimburse employees for expenses
- 22-32-110(l)(j), C.R.S. Local board powers-Procure life, health, or accident insurance
- 22-32-110(l)(k), C.R.S. Local board powers-Policies relating the 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), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

Non-Automatic State Waivers.

The Network hereby requests waivers from the following additional State Statutes for each of its schools:

- 22-9-106, C.R.S. Local Board of Education-Duties-Performance Evaluation System
- 22-2-112(1)(q)(I), C.R.S. Commissioner-Duties
- 22-32-109(1)(n)(I), C.R.S. Board of Education- Specific Duties School Calendar
- 22-32-109(1)(n)(II)(B), C.R.S. Board of Education-Specific Duties Adoption of District Calendar
- 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours
- 22-63-201, C.R.S. Employment. Certificate required
- 22-63-202, C.R.S. Teacher employment, contracts in writing-duration-damage provision

- 22-63-203, C.R.S. Probationary Teachers -renewal and non-renewal of employment contract
- C22-63-206, C.R.S. Teacher Employment, Compensation and Dismissal Act
- 22-32-1 IO(l)(y), C.R.S. Local board powers-Accepting gifts, donations, and grants
- 22-32-109(1)(b), C.R.S. Local board duties concerning competitive bidding
- 22-7-1014(2)(a), C.R.S. Preschool Individualized Readiness Plans -School readiness - Assessments*

**C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans –School readiness – Assessments shall only apply to STRIVE Prep elementary schools.*

All waivers requested below shall apply to all STRIVE Prep Schools, with the exception of C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School readiness – Assessments, which shall only apply to STRIVE Prep elementary schools.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. § 22-9-106 <u>Local Board of Education-Duties-Performance Evaluation System</u> C.R.S. §22-2-112(1)(q)(I) Commissioner-Duties</p>
<p>Rationale: STRIVE Prep school leaders 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 the head of school. Additionally, STRIVE Prep 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)</p>
<p>Replacement Plan: STRIVE Prep 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. STRIVE Prep's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for STRIVE Prep'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. In addition, the evaluation data is used to inform professional development decisions for each teacher. 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. However, the school recognizes that the State may be required to collect data regarding "ineffective" teachers and the school agrees to accurately respond to any inquiries made by the state regarding this information.</p>
<p>Duration of Waivers: The duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waiver will have no financial impact upon Denver Public Schools or the school.</p>
<p>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</p>

same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the school 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 school's 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: The school year at STRIVE Prep Schools will exceed the current requirement in state statute. STRIVE Prep will prescribe the actual details of its own school calendar to best meet the needs of its students. STRIVE Prep Schools will likely have a calendar that differs from the rest of the schools within the district.

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

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public Schools or the 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 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: STRIVE Prep should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum (1056) required by state statute. The School 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 STRIVE Prep may specify teacher-pupil contact hours that differ from other schools in the district.

Replacement Plan: STRIVE Prep will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar as well as define teacher-pupil contact hours. The total number of teacher-pupil contact hours will meet or exceed the expectations in state statute.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.
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 school, as per this Charter School Agreement.
Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

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

C.R.S. § 22-63-201 <u>Employment, Certificate required</u>
C.R.S. § 22-63-202 <u>Teacher employment contracts in writing-duration-damage, provision</u>
Rationale: STRIVE Prep should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school 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. STRIVE Prep employees will be employed on an at-will basis, unless otherwise agreed to in a writing signed by both the employee and the CEO of STRIVE Prep. All employees of STRIVE Prep will meet applicable state and federal background requirements and applicable job specific requirements. Hiring decisions are job specific and will be made on a variety of factors, including but not limited to, subject matter competency, expertise and knowledge. The school will prioritize the hiring of "in-field" teachers as defined by the Colorado State Board.
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 teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the needs of STRIVE Prep Schools.
Duration of Waivers: The duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the 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.

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

Statutory Citation and Title: C.R.S. § 22-63-203 <u>Probationary Teachers -renewal and non-renewal of employment contract</u>

<p>Rationale: STRIVE Prep should be granted the authority to develop its own employment agreements and terms and conditions of employment that best fit the needs of StrivePrep. Flexibility and autonomy to hire staff is integral to the implementation of STRIVE's mission and vision.</p>
<p>Replacement Plan: STRIVE Prep has developed hiring, evaluation, renewal and termination protocols to recruit and retain staff that best meet the needs of STRIVE Prep. STRIVE Prep adheres to all relevant state and federal employment requirements. Hiring decisions, including compensation, are job specific and will be made on a variety of factors, including but not limited to, subject matter competency, expertise and knowledge. STRIVE Prep employees will be employed on an at-will basis, unless otherwise agreed to in a writing signed by both the employee and the CEO of STRIVE Prep.</p>
<p>Duration of Waivers: The duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.</p>
<p>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.</p>
<p>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.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title: C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act</p>
<p>Rationale: STRIVE Prep is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Denver Public Schools should not have the authority to transfer its teachers into a STRIVE Prep School or transfer teachers from a STRIVE Prep School to any other schools, except as provided for in the Charter School Agreement.</p>
<p>Replacement Plan: STRIVE Prep will hire teachers on a best qualified basis. There is no provision for transfers.</p>
<p>Duration of Waivers: The duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.</p>
<p>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 set forth in this Charter School Agreement.</p>
<p>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.</p>

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

Statutory Citation and Title: C.R.S. § 22-32-HO(1)(y) Local board <u>powers-Accepting gifts, donations, and grants</u>
Rationale: STRIVE Prep Schools operate independently from other DPS schools and should be delegated the authority to develop, adopt, and implement its own policies regarding accepting gifts, donations, and grants, subject to limitations in the Charter School Agreement.
Replacement Plan: STRIVE Prep encourages the solicitation and acceptance of gifts, donations and grants that will help STRIVE Prep further and fulfill its mission. STRIVE Prep will adhere to relevant state or federal guideline with regard to the acceptance of specific individual gifts, donations or grants. The STRIVE Prep Board of Trustees has adopted a comprehensive Gift Acceptance Policy that is publicly available. STRIVE Prep reserves the right to decline any gift, donation or grant in its sole discretion.
Duration of Waivers: The duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School 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.
Expected Outcome: As a result of this waiver, STRIVE Prep 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. § 22-32-109(1)(b) Local board duties <u>concerning competitive bidding</u>
Rationale: STRIVE Prep Schools operate independently from other DPS schools and should be delegated the authority to develop, adopt, and implement its own policies regarding operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.
Replacement Plan: The STRIVE Prep Board of Trustees has adopted Financial- Policies and Procedures that address competitive bidding rules.
Duration of Waivers: The duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School 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.
Expected Outcome: As a result of this waiver, STRIVE Prep 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.

on-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title: C.R.S § 22-7-1014(2)(a) <u>Preschool Individualized Readiness Plans – School readiness – Assessments</u>

Rationale: STRIVE Prep is a data driven network that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success in higher learning. STRIVE Prep elementary schools have or will have strong ongoing programs and assessments in place as part of their core program, that daily assess students' physical well-being, social-emotional development, language and comprehensive development, and knowledge. The School is a data driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success.

Replacement Plan: STRIVE Prep elementary schools will operate a full day Kindergarten program, implementing Common Core and state standards. Kindergarten students shall be assessed in the first 60 calendar days of the school year; applicable results will be used to prepare and implement readiness plans for student. The assessments used will be valid and reliable. Schools will participate in the school readiness data collection mandated by the state as appropriate. The school will implement assessments that are already in place for its data driven model, including the following:

(1) Physical well-being and motor development based on state standards.

- Kindergarten students will participate in specials daily in Physical Education, Art, and/or Music. All specials incorporate movement, rhythm, music, and the development of fine and gross motor skills. Student growth will be assessed throughout the year in each special via three Interim Assessments, as well as others. Physical Education (P.E.) will use a curriculum select to encourage growth in motor development, and student progress will be assessed via observation protocols (which are based on appropriate development guidelines and state standards).
- Students will have daily choice time (free play block) where they can interact with friends and explore block, games, puppets, or a variety of other materials to improve their gross and fine motor skills.

(2) Social-emotional development

- A strong positive behavior support system with high expectations for student behavior and character development will be utilized throughout the school.
- Students will be assessed daily on their behavior and receive a color (red/orange/yellow/green/blue chart). This color is daily communicated to parents, and clear steps are developed for students that continue to not receive "green" on the behavior chart. This strengthens students' self-regulation and executive-function that help them pay attention, remember directions, and control behavior.
- Students will receive character education throughout the year on a daily basis, through morning meetings, weekly community meetings, and through character and education lessons in their classrooms.
- All educators will give students grades on how they demonstrate each core value (Love, Lead, Achieve, Grow, Persevere), and discuss character development growth with parents in monthly positive phone calls home.
- The Student Service Team monitors student social-emotional development and evaluates student progress throughout the year. This includes small "lunch bunches" where students with high needs learn targeted social-emotional skills.
- Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

(3) Language and (4) Literacy

- Students participate daily in three 40 minutes blocks of Small Group Reading, which includes an explicit phonics program (currently *Reading Mastery*) and guided reading and reading comprehension lessons. This is a comprehensive program for reading, writing, listening and speaking that builds vocabulary, and knowledge. Students master sounds and letters for fluent decoding and encoding and build knowledge, language, and vocabulary that are essential for comprehension.
- Students will participate in 20 minute Read Aloud Time daily. This provides students with time to speak, listen, and build comprehension. Students will also participate in 45 minutes of ELD daily to practice language development.
- Assessments are administered weekly to progress monitor growth in reading.
- STEP will be administered five times a year. Teacher analyze STEP data independently and also with their Coach, and make plans for both their specific reading groups, and for individual students. Students that are not making growth or falling behind are monitored through the MTSS process and are placed in other interventions as necessary to support their growth.

(5) Cognition and general knowledge

- Assessment information will be gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.
- Students will be instructed on various topics in the Core Program. Current units include: Life Science (needs of plants and animals, how plants and animals change and grow, and where plants and animals live); Citizenship (how to be a good helper in and out of school); Earth Science (how do we use land, water and air, weather in each season); Physical Science (description of items, objects that give heat and light); Neighborhood (comparing and contrasting own and differing neighborhoods); World (Identify city, state, locate on map, country, distinguish land and water on globe and map, identifying traditions in other countries); Space and Technology (Differences between day and night, how to use machines); and Recycling (recycle, reuse, reduce).

(6) Math

- Assessment information will be gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Students will be instructed on various topics in the Core Program. Problem Solving (why important to solve a problem, four steps to solve a problem, situations where you need an adult to solve problems)

Any student not making adequate growth in any of the above areas receive interventions in small groups or 1:1 instruction. MTSS plans are developed with teachers, administrators, and student support staff. The information includes results of formal assessments, informal assessments, and developmental checklists. This information is housed and monitored within in-house trackers.

If students do not respond with adequate growth to increased intervention through the MTSS process they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in CRS 22-7-1014(2)(a).

Duration of Waivers: The duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School 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.
Expected Outcome: As a result of this waivers, the school will be able to implement the necessary policies to increase student achievement within existing structures.

