

REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

The parties request the following waiver with the understanding that, even if granted, Peak to Peak is subject to limitations on its authority by virtue of its contract with Boulder Valley School District, which will remain in full force and effect. Specific Duty waivers are requested from the State Board of Education only to the extent that such delegations made in the contract from the School Board to Peak to Peak would be deemed to be impermissible without such waivers.

STATUTE WITH DESCRIPTION

C.R.S. 22-1-110 - Effect of Use of Alcohol and Controlled Substances to be Taught. This law requires schools to teach the effects, the social dangers of use and the illegal aspects of use of alcohol and controlled substances.



RATIONALE

Boulder Valley School District has granted to the Peak to Peak's Board of Directors the authority to determine the educational program and instructional material and strategy use to teach these topic and the extent to which these topics will be integrated into the curriculum.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak will be responsible for identifying the instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

Peak to Peak expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet Peak to Peak's standards.

STATUTE WITH DESCRIPTION

C.R.S. 22-9-106 - Local Boards of Education - Duties/Performance Evaluations. This law requires local boards of education to adopt a written system to evaluate the employment performance of licensed personnel and specifies required components of such an evaluation system.



RATIONALE

Peak to Peak will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School Agreement.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak's evaluation plan has been provided in the Personnel policies included in the Charter School Agreement.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the 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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

With this waiver, Peak to Peak will be able to implement its program and evaluate its teachers, per the Personnel policies included in the Charter School Agreement.

STATUTE WITH DESCRIPTION

C.R.S. 22-32-109(1)(f) - Local Boards of Education - Specific Duties/Selection and Pay of Personnel. This law requires local boards of education to employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation.



RATIONALE

Peak to Peak will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak will remain responsible for these matters, rather than the district. Peak to Peak will hire its personnel on an “at-will” basis and has established the terms and compensation for employment on an individual basis. Personnel policies are included in the Charter School Agreement.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of this waiver, Peak to Peak will select, employ and fix compensation for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

STATUTES WITH DESCRIPTIONS

C.R.S. 22-32-109(1)(n)(I) - Local Boards of Education - Specific Duties/School Calendar. This law requires local boards of education to determine the length of time which the schools of the district will be in session.

C.R.S. 22-32-109(1)(n)(II) - Local Board of Education - Specific Duties/Teacher-Pupil Contact Hours. This law establishes a minimum number of teacher-pupil contact hours, which the adopted school calendar must meet.



RATIONALE

Peak to Peak will prescribe its own school calendar.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Prior to the beginning of the school year, Peak to Peak will be responsible for setting its own calendar which is applicable to Peak to Peak. Peak to Peak’s calendar may be adopted by the Peak to Peak Board of Directors, administration, or a combination thereof.

DURATION OF THE WAIVERS

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the 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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

Prior to the beginning of the school year, Peak to Peak will set Peak to Peak’s calendar, and a copy of the calendar will be provided to the parents or guardians of all children enrolled in Peak to Peak.

STATUTE WITH DESCRIPTION

C.R.S. 22-32-109(1)(t) - Local Boards of Education - Specific Duties/Textbooks and Curriculum. This law requires local boards of education to determine the educational programs to be carried on in the schools on the district and to prescribe any textbooks for any course of instruction or study.



RATIONALE

The Peak to Peak Board of Directors will be responsible for the school’s curriculum and the selection of textbooks and other instructional materials, consistent with the school’s mission, goals, and educational program.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak is responsible for the implementation of its educational program and the textbooks and strategies used to teach it, consistent with the school’s mission, goals, and educational program as outlined in Peak to Peak’s Charter School Agreement.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

Peak to Peak expects that as a result of this waiver it will be able to implement the school’s curriculum and ensure that students meet Peak to Peak’s standards, which will meet or exceed state standards and Boulder Valley School District standards.

STATUTES WITH DESCRIPTIONS

C.R.S. 22-32-109.7 - Local Boards of Education - Specific Duties - Employment of Personnel. This law specifies the duties of local boards with regard to conducting background checks of employees, including criminal background check and contacts with previous employers.

C.R.S. 22-32-109.8 - Applicants Selected for Non-Licensed Positions - Submittal of Form and Fingerprints - Prohibition Against Employing Persons Failing to Comply. This law requires local boards of education to require potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing.

C.R.S. 22-32-109.9 - Licensed Personnel - Submittal of Fingerprints. This law requires local boards of education to require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.



RATIONALE

The Peak to Peak Board of Directors will be responsible for hiring Peak to Peak’s employees. As part of that duty Peak to Peak, rather than Boulder Valley School District, will check references from previous employers and arrange for background checks and fingerprinting of employees.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak, rather than Boulder Valley School District, will conduct background checks of employees, including criminal background check and contacts with previous employers. It will require potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing. The school will also require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment.

DURATION OF THE WAIVERS

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate

within its budget and the cost of any replacement policy impact has been included in the 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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of these waivers, Peak to Peak will select and employ its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

STATUTES WITH DESCRIPTIONS

C.R.S. 22–32-110(1)(h) - Local Board Powers/Terminate Employment of Personnel. This law gives local boards of education the power to discharge or otherwise terminate the employment of any personnel.

C.R.S. 22–32-110(1)(i) - Local Board Powers/Reimburse Employees for Expenses. This law gives local boards of education the power to reimburse employee for expenses incurred in the performance of their duties.

C.R.S. 22–32-110(1)(k) - Local Board Powers/Policies Related to In-Service Training and Official Conduct. This law gives local boards of education the power to adopt written policies related to the in-service training, professional growth, safety, official conduct, and welfare of the employees.

C.R.S. 22–32-110(1)(ee) - Local Board Powers/Employ Teachers’ Aides and other Non-Licensed Personnel. This law gives local boards of education the power to employ teachers’ aides and other auxiliary, non-licensed personnel to assist licensed personnel in the provision of services related to instruction or supervision of children.



RATIONALE

Peak to Peak 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.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak will be responsible for these matters rather the district. Peak to Peak’s administration will have flexibility in structuring professional development and Peak to Peak’s Board of Directors will have flexibility in structuring school policies to meet the school’s needs.

DURATION OF THE WAIVERS

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the 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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of these waivers, Peak to Peak will select and employ, and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

STATUTE WITH DESCRIPTION

C.R.S. 22-32-110(1)(y) - Local Board Powers/Accept Gifts and Donations.

This law gives local boards of education the power to accept gifts, donations, or grants of any kind made to the district and to expend or use said gifts, donations, or grants in accordance with the conditions prescribed by the donor.



RATIONALE

Peak to Peak will be responsible for its own fundraising activities.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak conducts its own fundraising and grant-writing activities in accordance with the Charter School Contract and a policy jointly approved by Peak to Peak and the Boulder Valley School District.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

Peak to Peak's Board of Directors and staff will accept gifts, donations, and grants on behalf of the school.

STATUTE WITH DESCRIPTION

C.R.S. 22-32-119 - Kindergartens. This law gives local boards of education the power to establish and maintain kindergartens for the instruction of children one year prior to the year in which they would be eligible for admission to the first grade. Such kindergartens shall be a part of the public school system.



RATIONALE

Peak to Peak will offer its own kindergarten program in accordance with the Charter School Agreement. Peak to Peak should be authorized to develop, adopt and implement the training, study, discipline, rules and regulations governing its kindergarten program, in accordance with the Charter School Agreement.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

The Peak to Peak Board of Directors will adopt policies and the Executive Principal will prescribe rules and regulations.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of this waiver, Peak to Peak will be able to operate its kindergarten program to the benefit of the students, teachers, and community, and ensure that students have the time to achieve the curricular standards of Peak to Peak.

STATUTE WITH DESCRIPTION

C.R.S. 22-28-111(1)(a). Coordination of district preschool program with extended day services. This law gives any school district which establishes a district preschool program the ability to coordinate the program with extended day services if the district council and the school district find that there exists a need for such services. Such services may be coordinated by the school district through one or more privately funded child care centers or publicly funded early childhood education agencies or through the school district itself.



RATIONALE

Peak to Peak will determine whether a need for such services exists and offer its own early childhood education program in accordance with the Charter School Agreement.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

If Peak to Peak’s Board of Directors determines that there is a need for an early childhood education program at Peak to Peak, it will adopt policies and the Executive Principal will prescribe rules and regulations to provide such services, consistent with the Charter School Agreement.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of this waiver, Peak to Peak will be able to operate its early childhood education program to the benefit of the students, teachers, and community, and ensure that students have the time to achieve the curricular standards of Peak to Peak.

STATUTE WITH DESCRIPTION

C.R.S. 22-32-120 - Food Services. This law gives local boards of education the power to establish, maintain, equip and operate a food-service facility and sets minimum requirements for the operation of such a facility.



RATIONALE

Peak to Peak operates, equips, and maintains its own food service facility and lunch program with its associated rules and regulations.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak will provide students a lunch program in its own facility and students other than high school juniors and seniors that meet specified criteria and have obtained parental permission are required to stay on school premises during the lunch period.

DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of this waiver, Peak to Peak will operate its own lunch program to the benefit of Peak to Peak's students, teachers and staff.

STATUTES WITH DESCRIPTIONS

C.R.S. 22-32-126 - Principals - Employment and Authority. This law gives local boards of education the power to employ principals who shall hold valid supervisory or administrative certificates to supervise the operation and management of the school and sets forth the responsibilities and duties of the principal.

C.R.S. 22-63-201 - Teacher Employment - License Required - Exception. This law prohibits a local board of education from entering an employment contract with any person as a teacher, unless such person holds a provisional or professional teacher’s license or authorization.

C.R.S. 22-63-202 - Employment Contracts - Contracts to be in Writing - Duration-Damage Provisions. This law requires every employment contract entered into by a teacher or chief administrative officer for the performance of services for a school district to be in writing and contain a damage provision if the individual breaches or refuses to perform services pursuant to the contract.

C.R.S. 22-63-203 - Probationary Teachers - Renewal and Non-Renewal of Employment Contracts. This law relates to the employment of probationary teachers, teachers employed during the first three years of their full-time continuous employment with a school district.

C.R.S. 22-63-206 - Transfer - Compensation. This statute gives school districts the authority to transfer teachers from one school, position, or grade level to another within the district and addresses the compensation of teachers so transferred.

C.R.S. 22-63-301 - Grounds for Dismissal. This statute enumerates the grounds for dismissing a teacher.

C.R.S. 22-63-302 - Procedure for Dismissal - Judicial Review. This statute sets forth a process, including judicial review, which school districts must follow for dismissing teachers.

C.R.S 22-63-402 - Services - Disbursements. This statute provides that a warrant for the disbursement of school district moneys shall not be drawn in favor of any person for services as a teacher, unless such person either holds a valid license or authorization from the Department of Education.



RATIONALE

Peak to Peak 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. Peak to Peak must be able to terminate employees who cannot deliver its educational programs successfully.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak's Board of Directors will be responsible for these matters rather than the district. Peak to Peak will hire principals and teachers on an "at-will" basis and will comply with all applicable laws. Teachers and staff whose performance is unsatisfactory may be terminated by Peak to Peak.

DURATION OF THE WAIVERS

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the 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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of these waivers, Peak to Peak will be able to operate its educational program in a more efficient and productive manner, and will be accountable for the performance of the teachers and students at Peak to Peak. These waivers will allow Peak to Peak to select, employ and provide professional development for its own principal and teachers, in accordance with the terms and conditions set by the Charter School Agreement. Peak to Peak will be able to terminate employees who do not perform at a satisfactory level.

STATUTES WITH DESCRIPTIONS

C.R.S. 22-63-401 - Salary Schedule - Adoptions - Changes. This statute requires local boards of education to adopt a salary schedule, a teacher salary policy based on the level of performance demonstrated by the teacher or a combination of the salary schedule and salary policy. The law prohibits changes in the salary schedule or policy during the school year to reduce teacher salaries.

C.R.S. 22-63-403 - Payment of Salaries. This statute provides that if a teacher’s employment is terminated prior to the end of the employment contract and prior to receiving all salary installments, the teacher is entitled to a pro-rata share of the salary installments for the period during which no services are required to be performed, except as provided by law.



RATIONALE

Peak to Peak should be delegated the authority to determine compensation rates in individual salary negotiations.

MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak will hire its personnel on an “at-will” basis and will establish the terms and compensations for employment on an individual basis.

DURATION OF THE WAIVERS

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

FINANCIAL IMPACT

Peak to Peak anticipates that the requested waivers will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the 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 Peak to Peak, as per the Charter School Agreement.

EXPECTED OUTCOME

As a result of these waivers, Peak to Peak should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school.