

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Colorado Military Academy, hereinafter CMA
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Automatic Waivers: Statute Description and Rationale

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

Rationale: CMA's Executive Director or designated administrator must have the ability to create a competitive bidding process specific to the school.

Plan: School purchases may be made in the open market but shall, when possible, be based on competitive quotations or prices. All contracts and all open market orders shall be awarded to a qualified contractor or supplier taking into consideration the quality of materials or services desired and their contribution to program goals. All purchases must be made by authorized personnel, according to procedures developed by the Executive Director. The Board shall have access to all purchase records. Every effort shall be made to attain the very best quality for the most reasonable price; however, in the event of competitive bidding, the Board authorizes the Executive Director to reject any or all bids and to accept those which appear to be in the best interest of the school. Any bidder to whom an award is made shall be required to submit to the school proof of liability insurance and when appropriate, proof of worker's compensation insurance, and may be required to enter into a written contract with the school. Any written contract shall include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to transportation, instruction, or food services as required by law. The contracting entity shall be responsible for any costs associated with the background check.

Duration of the Waivers: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: As a result of this waiver, the school will follow its competitive bidding procedures.

C.R.S. § 22-32-109(l)(f) Local board duties concerning selection of staff and pay

Requires the Board of Education to employ all personnel and fix their compensation

Rationale: CMA 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 Executive Director and Board of

Directors of CMA. 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 the charter school agreement and the goals and objectives of the school. All CMA staff will be employed on an at-will basis.

Plan: CMA will be responsible for these matters rather than CSI. CMA 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 waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: As a result of this waiver, 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 agreement.

C.R.S. § 22-32-109 (l)(t) Determine educational program and prescribe textbooks

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 CMA the authority to determine the educational program and textbooks to be used in the school.

Plan: The CMA educational program and curriculum is detailed in the charter school application.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waivers will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that 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 the school, as set forth in the charter school agreement.

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.

C.R.S. § 22-32-110(1)(h) Local board powers – terminate employment of personnel

C.R.S. § 22-32-110(1)(k) Local board powers – policies relating to in-service training and official conduct

C.R.S. § 22-32-110(1)(ee) Local board powers – employ teachers’ aides and other non-certificated personnel

Rationale: CMA 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 Executive Director and Board of Directors of CMA. The success of CMA will depend in large part upon its ability to select and

employ its own staff and to terminate individual staff members should they not perform in accordance with the charter school agreement and the goals and objectives of the school. All CMA staff will be employed on an at-will basis.

Plan: CMA will be responsible for these matters rather than CSI. CMA 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 waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waivers will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

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

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 the charter school agreement.

C.R.S. § 22-32-110(1)(i) Local board duties – reimburse employees for expenses

Rationale: CMA’s Executive Director or designated administrator must have the ability to create school financial policies and procedures in order to successfully meet the goals of the school.

Plan: Employees requesting reimbursement for expenses are required to follow the reimbursement procedures defined by school administration.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: As a result of this waiver, school administration will insure compliance with its employee reimbursement policy.

C.R.S. § 22-32-110(1)(j) Local board powers – procure life, health, or accident insurance

Rationale: CMA’s Executive Director or designated administrator must have the ability to procure life, health, and accident insurance, should it choose to do so.

Plan: On an annual basis, the school shall determine whether or not to provide life, health, or accident insurance to its employees. The school shall make this decision based on affordability and scope of service through a competitive review process.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth

in the charter school agreement.

Expected Outcome: As a result of this waiver, the school will decide whether or not to provide life, health, or accident insurance to its employees, and will make this decision based on affordability and scope of service through a competitive review process.

C.R.S. § 22-32-110 (l)(y) Accepting gifts, donations, and grants

Grants board of education authority to accept gifts, donations, and grants.

Rationale: CMA operates independently from other CSI schools and is 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.

Plan: CMA encourages the solicitation and acceptance of gifts, donations and grants that will help it further and fulfill its mission. CMA adheres to relevant state or federal guideline with regard to the acceptance of specific individual gifts, donations or grants. The CMA Board of Directors adopted a comprehensive gift acceptance policy that is posted on its website.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that 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 the school, as set forth in the charter school agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to accept or deny gifts, donations, and grants based on the value added and alignment to programs being offered.

C.R.S. § 22-32-126 Employment and authority of principals

Authorizes board of education to employ principals

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

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

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: As a result of this waiver, 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 agreement.

C.R.S. § 22-33-104(4) Compulsory School Attendance – attendance policies and excused absences

Rationale: CMA’s Board, Executive Director, or designated administrator must have the ability to define school attendance policies.

Plan: CMA follows its own student attendance policy. This policy defines excused absences, scheduled absences, and a habitually truant student. The policy also provides procedures to parents on how to report absences.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: CMA will abide by its attendance policy.

C.R.S. § 22-63-301 Teacher Employment Act – grounds for dismissal

C.R.S. § 22-63-302 Teacher Employment Act – procedure for dismissal of teachers

Rationale: The success of CMA 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 CMA. All employees of CMA will be employed on an at-will basis.

Plan: Continued employment in the school shall be subject to an annual satisfactory performance evaluation, although all employees of CMA will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by CMA.

Duration of the Waivers: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI. The school must operate within its budget and any related cost increases or savings have 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 the charter school agreement.

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 the charter school agreement.

C.R.S. § 22-63-401 Teacher Employment Act – Teachers subject to adopted salary schedule

Provides for district board of education to adopt a salary schedule and place teachers on the schedule

Rationale: CMA should be delegated the authority to determine compensation rates, in

accordance with the charter school agreement. The work day and work year in the school may be different from that of other schools in CSI and compensation must be adjusted accordingly.

Plan: The school will adopt its own salary schedule. CMA will set competitive rates for each level of teachers it employs. CMA's Executive Director will determine the placement of teachers.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waiver will have no financial impact on CSI. The school must operate within its budget and any related cost increases or savings have been included in that 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 the school, as set forth in this charter school agreement.

Expected Outcome: As a result of this waiver, CMA should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in the charter school agreement.

C.R.S. § 22-63-402 Teacher Employment Act – certificate required to pay teachers

Rationale: CMA's Executive Director or designated administrator must have the ability to pay teachers who do not hold a valid teacher's license.

Plan: CMA shall pay its teachers based on employment agreements that have been agreed upon between the school and the individual teacher.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: As a result of this waiver, CMA will pay its teachers per the employment agreement.

C.R.S. § 22-63-403 Teacher Employment Act – describes payment of salaries

Rationale: CMA's Executive Director or designated administrator must have the ability to define payment of teacher salaries.

Plan: CMA shall pay its teachers based on employment agreements that have been agreed upon between the school and the individual teacher.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that budget.

How the Impact of the Waiver will be Evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter school agreement.

Expected Outcome: As a result of this waiver, CMA will pay its teachers per the employment agreement.

C.R.S. § 22-1-112 School Year – National Holidays.

This statute sets a state school year and national holiday schedule.

Rationale: CMA needs to develop its own school calendar that fits its community and unique needs.

Plan: The final calendar is designed by CMA and will meet or exceed the expectations in state statute. CMA will, when possible, align to local calendars to support local families.

Duration of the Waiver: The waiver is effective for the duration of its contract with CSI for three academic operating years, through June 30, 2020.

Financial Impact: CMA anticipates that the requested waiver will have no financial impact upon CSI. The school must operate within its budget and any related cost increases or savings have been included in that 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 the school, as set forth in the charter school agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to develop its own school calendar that fits its community and unique needs.