

Carbon Valley Academy will request, and the District will forward to the State Board of Education, the following non-automatic waivers:

<p>Statutory Citation and Title C.R.S. § 22-9-106 - Local Board of Education - Duties - Performance Evaluation System C.R.S. 22-2-112(1)(q)(I) – Commissioner – duties - reporting</p>
<p>Rationale: Carbon Valley Academy must have the ability to perform the evaluation of all personnel. Evaluation is a critical and essential function of the school. The School will comply with requirements to use student performance as part of teacher evaluations but will use its own procedures for conducting evaluations. In addition, the Executive Director may or may not be a licensed administrator and must have authority to conduct evaluations regardless of whether he or she holds such a license. Additionally, the School will 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: The School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the 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, meet the intent of the quality standards established in state law, and are timely and clearly communicated to all affected staff. See also Staff Handbook at pp. 9-10.</p>
<p>Duration of Waivers: The waiver be in effect for the duration of the charter contract through June 30, 2022.</p>
<p>Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer 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 same performance criteria and assessments that apply to the School, as set forth in the Charter School Agreement.</p>
<p>Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its internal professional evaluation system, which is designed to produce increased accountability and to be consistent with the school’s goals and objectives. This will benefit staff members as well as students and the community.</p>

<p>Statutory Citation and Title C.R.S. § 22-63-202 - Employment Contracts - contracts in writing, damage provision</p>
<p>Rationale: The School hires teachers and/or administrators at-will. If employment duties are not successfully performed, the school should have the ability to terminate any staff member in order to ensure the success of our students. While other statutes in this sequence (e.g., C.R.S. §§ 22-63-201 and 203) are only applicable to school district employees, this statute has some ambiguity on that point and should thus be waived to render it clearly inapplicable to the School’s at-will employees.</p>
<p>Replacement Plan: All staff members at the School will be at-will employees.</p>

Duration of Waivers: The waiver will be in effect for the duration of our contract through June 30, 2022.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the Authorizer or the School.

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, per the Charter School Contract.

Expected Outcome: As a result of this waiver, the school will have the authority to employ at-will contracts for teachers and administrators.