

## **Waiver Request Addendum**

**School Name:** Guffey Community Charter School

**School's Mailing Address:** Post Office Box 147, Guffey, CO 80820

**Waiver Contact Name:** Pam Moore, School Administrator/Principal, 719-689-2093

**Waiver Contact email:** pmoore@guffeyschool.org

### **Non-Automatic Waivers: Statute Description and Rational and Replacement Plan**

**Statutory Citation and Title:** 22-63-202, C.R.S.

#### **Teacher Employment Act- Contracts in writing, damage provision**

**Rationale:** The Charter School should be granted the authority to develop its own employment contracts and terms and conditions of employment. All employees of the Charter School will be employed on an at-will basis.

**Replacement Plan:** The Charter School sample teacher contract with the terms of non-renewal and renewal of employment contracts are available upon request. The Charter School's payment of salaries is on the school's website pursuant to the Public School Financial Transparency Act.

**Duration of the Waivers:** The Charter School requests that the waiver be for the duration of its contract with the Park Re-2 Board. Therefore, the waiver is requested for the five academic operating years, through June 30, 2021.

**Financial Impact:** The Charter School anticipates that the requested waiver will have no financial impact upon the Park Re-2 District or the Charter School budget.

**How the Impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance evaluation and assessments that apply to the Charter School, as set forth in the charter agreement.

**Expected Outcome:** As a result of this waiver, the Charter School will be able to employ professional staff with unique skills and/or background, filling all staff needs.

**Statutory Citation and Title:** 22-32-109 (1) (n) (I), C.R.S.

#### **Local Board Duties Concerning School's Calendar**

**Rationale:** The Charter School will be responsible for its own school calendar. This authority is necessary to reflect community needs and ensure the success of the Charter School Program.

**Replacement Plan:** The Charter School Calendar is available on the school's website or available upon request.

**Duration of the Waivers:** The Charter School requests that the waiver be for the duration of its contract with the Park Re-2 Board. Therefore, the waiver is requested for the five academic operating years, through June 30, 2021.

**Financial Impact:** The Charter School anticipates that the requested waiver will have no financial impact upon the Park Re-2 District or the Charter School budget.

**How the Impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance evaluation and assessments that apply to the Charter School.

**Expected Outcome:** The Charter School expects that as a result of this waiver, it will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its vision as stated in the Charter School Mission Statement.

**Statutory Citation and Title:** 22-9-106,C.R.S. & 22-2-122 (1)(q)(1), C.R.S.

Local Board Duties Regarding Performance Evaluations System.

**Rationale:** The Charter School 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 contract. Additionally, the Charter School will not be required to report their teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-122 (1)(q)(I).

**Replacement Plan:** Our written Personnel Evaluation tools are monitored annually by the Charter Board and are improved upon as needed to insure that the Charter School meets the intent of the law as outlined in statute. The methods used for evaluating administrators and teachers include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established by state board rules.

**Duration of the Waivers:** The Charter School requests that the waiver be for the duration of its contract with the Park Re-2 Board. Therefore, the waiver is requested for the five academic operating years, through June 30, 2021.

**Financial Impact:** The Charter School anticipates that the requested waiver will have no financial impact upon the Park Re-2 District or the Charter 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 monitored by the Charter School Board annually under the school's Executive Limitations, EL6 (Staff Evaluations) as set forth in this Charter School Agreement.

**Expected Outcome:** With this waiver, the Charter School will be able to implement its program and evaluate its teachers in accordance with the Guffey Community Charter School vision and produce greater accountability of the teaching staff. The Charter School's enrollment averages 25 students, so our evaluation processes will benefit staff members as well as students and the parent community.

Teacher evaluation methods have resulted in increased teacher performance and teacher retention as evidenced by our student achievement results, one child at a time, over the past 16 years.