

Attachment 5
Liberty Tree Academy Waiver Request Appendix

AUTOMATIC WAIVERS

State Statute Citation	Description
<i>22-32-109(1)(b), C.R.S.</i>	Local board duties concerning competitive bidding
<i>22-32-109(1)(f), C.R.S.</i>	Local board duties concerning selection of staff and pay
<i>22-32-109(1)(t), C.R.S.</i>	Determine educational program and prescribe textbooks
<i>22-32-110(1)(h), C.R.S.</i>	Local board powers-Terminate employment of personnel
<i>22-32-110(1)(i), C.R.S.</i>	Local board duties-Reimburse employees for expenses
<i>22-32-110(1)(j), C.R.S.</i>	Local board powers-Procure life, health, or accident insurance
<i>22-32-110(1)(k), C.R.S.</i>	Local board powers-Policies relating the in-service training and
<i>22-32-110(1)(y), C.R.S.</i>	Local board powers-Accepting gifts, donations, and grants
<i>22-32-110(1)(ee), C.R.S.</i>	Local board powers-Employ teachers' aides and other non-certificated personnel
<i>22-32-126, C.R.S.</i>	Employment and authority of principals
<i>22-33-104(4)</i>	Compulsory school attendance-Attendance policies and excused absences
<i>22-63-301, C.R.S.</i>	Teacher Employment Act - Grounds for dismissal
<i>22-63-302, C.R.S.</i>	Teacher Employment Act-Procedures for dismissal of teachers
<i>22-63-401, C.R.S.</i>	Teacher Employment Act-Teachers subject to adopted salary
<i>22-63-402, C.R.S.</i>	Teacher Employment Act-Certificate required to pay teachers
<i>22-63-403, C.R.S.</i>	Teacher Employment Act-Describes payment of salaries
<i>22-1-112, C.R.S.</i>	School Year-National Holidays

NON-AUTOMATIC WAIVERS

State Statute Citation	Description
<i>C.R.S. § 22-9-106</i> <i>C.R.S. § 22-9-107</i>	Local boards of education—duties—performance evaluation system—repeal and School district personnel performance evaluation council's duties.
<i>C.R.S. § 22-2-112(1)(q)(I)</i>	Commissioner-Duties (reporting performance evaluation ratings)
<i>C.R.S. § 22-32-109(1)(n)(I)</i>	Local Board Duties Concerning Teacher-Pupil Contact Hours
<i>C.R.S. § 22-32-109(1)(n)(II)(A)</i>	Teacher-pupil contact hours
<i>C.R.S. § 22-32-109(1)(n)(II)(B)</i>	Adopt district calendar
<i>C.R.S. §22-63-201</i>	Teacher Employment Act – Compensation & Dismissal Act – Requirement to hold a certificate
<i>C.R.S. § 22-63-202</i>	Teacher Employment Act - Contracts in writing, damage provision
<i>C.R.S. § 22-63-203</i>	Teacher Employment Act-Requirements for probationary teacher,
<i>C.R.S. § 22-63-206</i>	Teacher Employment, Compensation and Dismissal Act

C.R.S. § 22-63-204	Employment – Interest prohibited
C.R.S. § 22-63-103 (10)	Teacher Employment, Compensation, and Dismissal
C.R.S. § 22-32-109.8	Fingerprinting
C.R.S. § 22-32-109.9	Fingerprinting
C.R.S. § 22-32-109(1)(b)	Local Board duties concerning competitive bidding
C.R.S. § 22-32-110(1)(y)	School Accepting gifts, donations, grants
C.R.S. § 22-7-1014(2)(a)	Preschool individualized readiness plans
C.R.S. § 22-60.5-301	HR Management: applicants’ qualifications to work in school
C.R.S. § 22-32-134.5	Healthy beverages policy
C.R.S. § 22-32-136	Children’s nutrition- healthful alternatives
C.R.S. § 32-136.3	Children’s nutrition- no transfats in school foods
C.R.S. § 32-110(1)(r)	Local board powers- Exclude library materials
C.R.S. § 32-119	Kindergarten
C.R.S. § 22-1-110	General provision- teaching alcohol and controlled substances
C.R.S. § 22-1-128	General provisions- comprehensive human sexuality

1. 1 C.R.S. § 22-9-106 and C.R.S. § 22-9-107: Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

These statutes allow a charter school to implement their own performance evaluations and not to have to report those evaluation ratings.

Rationale: Liberty Tree Academy’s (“LTA”) administration must have the ability to perform the evaluation of all personnel. Should the administration not have a Type D certificate, this should not preclude him or her from administering the evaluations. The LTA administration and the LTA Board must also have the ability to perform the evaluation for principals. Additionally, LTA 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).

Plan: LTA will use its own evaluation system as agreed to in the charter contract with the D49 and therefore should not be required to report their teacher evaluation data. LTA’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for LTA’s evaluation system will include 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. 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.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

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 LTA, as set forth in the charter contract.

Expected Outcome: With this waiver, LTA will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

Duration of the Waivers: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

2. **C.R.S. § 22-32-109(1)(n)(I), C.R.S. § 22-32-109(1)(n)(II)(A), and C.R.S. § 22-32-109(1)(n)(II)(B): School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.**

Rationale: LTA will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will comply with state requirements.

Replacement Plan: A finalized calendar and school day for LTA (including teacher-pupil contact hours) will be officially adopted each year by the Board of LTA that meets the requirements set forth in statute.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

How the Impact of the Waivers Will Be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to LTA as set forth in the charter contract.

Expected Outcome: As a result of this waiver, LTA will be able to operate under its own schedule, which is vital to the success of its program.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

3. C.R.S. § 22-63-201 and C.R.S. § 22-63-202 and C.R.S. § 22-63-203

C.R.S. §22-63-201: Teacher Employment Act – Compensation & Dismissal Act – Requirement to hold a certificate

C.R.S. § 22-63-202: Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203: This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

Rationale: LTA should be delegated the authority from its authorizer to develop its own employment contracts and terms and conditions of employment. LTA will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in a traditional public school will be successful at LTA. Almost all employees of LTA will be employed on an at-will basis using employment agreements that comply with all statutory requirements.

Replacement Plan: A LTA specific employment agreement which requires an annual renewal and addresses payment of salaries upon termination of employment of a teacher will be used. Said agreement will follow LTA Board Policies. LTA is committed to employing Highly Qualified educators. The school will ensure that staff working in the school are selected based on who is most qualified to implement its educational program and fulfill the educational mission of the school. In order to attract the most qualified educators, it may be beneficial for the school to be able to hire teachers who don't hold a certificate, but who possess unique background and/or skills, or fill a need for the school. The school may hire teachers licensed in the grade and subject area for the teaching position, but in instances where a suitable licensed teacher is not available, the school will hire individuals who have a minimum of a bachelor's degree, preferably with a degree or passing score on a content area test in a related field, who are eligible to pursue a license with the Colorado Department of Education in the applicable grade and subject area.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon D49's budget and will have a positive impact the LTA budget.

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 LTA, as per the charter contract.

Expected Outcome: As a result of these waivers, LTA will be able to employ professional staff possessing unique skills and/or backgrounds, filling all staff needs.

Duration of the Waivers: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

4. C.R.S. § 22-63-206: Teacher Employment, Compensation, and Dismissal Act (substantive); Permits transfer of teachers between schools upon recommendation of district’s chief administrative officer.

Rationale: LTA has been granted the authority under a charter contract to select its own teachers. D49 should not have the authority to transfer its teachers into LTA or transfer teachers from LTA to other D49 schools.

Replacement Plan: LTA will hire teachers on a “best qualified” basis. Teachers who wish to transfer from LTA may follow D49 procedures.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

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 LTA, as per the charter contract.

Expected Outcome: LTA expects that as a result of this waiver it will be able to manage its own personnel affairs, consistent with the terms of the charter contract and the Colorado Charter School Act.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

5. C.R.S. § 22-63-204: Employment – Interest prohibited

Rationale: It is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. LTA needs to be allowed to accept pay for sale of goods to accomplish education objectives.

Replacement Plan: The LTA Board will use policy to govern receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon D49’s budget and will have a positive impact the LTA budget.

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 LTA, as per the charter contract.

Expected Outcome: As a result of the waiver, the LTA Board will have the latitude to raise and expend funds as needed and will be able to act more quickly while maintaining accountability.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

6. C.R.S. § 22-63-103 (10): Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher; This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The LTA administration I shall have the authority to select part-time and substitute teachers.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

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 LTA, as per the charter contract.

Expected Outcome: As a result of this waiver, LTA will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

Duration of the Waivers: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

7. C.R.S. Sec. 22-32-109.8 and 22-32-109.9: Require Boards of Education to make certain inquiries and background checks prior to hiring applicants; requires Board of Education to investigate allegations of child or sexual abuse; requires applicant to submit fingerprints and certify no convictions; provide for district to require certified personnel to submit fingerprints in certain instances.

Rationale: LTA will hire its own employees and therefore should be delegated the responsible from its authorizer to comply with these provisions for its own employees so that all required inquires and background checks can be conducted in a timely and efficient manner.

Replacement Plan: LTA will conduct all inquiries and background checks in compliance with statute before hiring new employees.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

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 LTA, as per the charter contract.

Expected Outcome: As a result of these waivers, LTA will be responsible for completing its own background checks.

Duration of the Waivers: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

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

Rationale: The School requests sole discretion in all competitive bidding policies in order to make sure that we are able to acquire the goods and services that best meet the needs of our students in the most efficient possible manner.

Replacement Plan: The board of LTA will develop, adopt, and implement their own financial policies, rules and regulations, including those for the competitive bidding process.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

How the Impact of the Waivers Will be Evaluated: Since this area 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 this Charter School Agreement.

Expected Outcome: As a result of this waiver, the School will be able to purchase goods and services that meet our needs and support our operational needs.

Duration of the Waivers: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

9. C.R.S. Section 22-32-110(1)(y) School Accepting gifts, donations, grants

Rationale: In order to ensure the School is able to operate critical aspects of its model outside of its core program, the school engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the schools occasionally receive gifts, which can be used to further support the program. It is the responsibility of the School to engage in responsible fundraising efforts and to receive and execute gifts, donations and/or grants in alignment with the donors' wishes along with local, state and federal laws. In cases of giving in which funds are unrestricted, the School, with the support of the School's board and Finance Committee, determines the most effective use of the funds.

Replacement Plan: Our Fiscal Policies and Procedures Handbook outlines our policies.

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon the budgets of D49 or LTA.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance of the school and its staff, as per this Charter School Agreement.

Expected Outcome: As a result of this waiver, the school 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.

Duration of the Waivers: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

10. C.R.S. Section 22-7-1014(2)(a): Preschool individualized readiness plans

Rationale: LTA should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being and motor development; social-emotional development; language and comprehension development; and cognition and general knowledge are assessed daily through LTA's current curriculum assessments. Support is readily available through numerous avenues throughout LTA's program. Within the first 60 calendar days of the school year, LTA will be responsible for proper assessment of the readiness of all incoming kindergarten students in the following domains:

- Physical well-being and motor development

- Social and emotional development
- Language and comprehension development
- Cognition
- General knowledge -math
- General knowledge -literacy

The assessment will be research-based, valid, and reliable, and will be used to develop individualized plans for meeting the needs of those incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals. Additionally, because LTA is using an assessment of its choosing, the data will not be generated in the same manner as the school readiness data generated by a State Board approved readiness assessment.

Replacement Plan: LTA has a Kindergarten program utilizing the Core Knowledge curriculum that aligns to the Colorado Academic Standards (CAS).

1. Physical well-being and motor development:

- Students participate weekly in a structured recess that encourages gross motor development. Students are assessed on motor-development skills acquired throughout the year by our elementary physical education teacher.
- Students participate weekly in Art education meeting or exceeding state standards. Development of fine motor skills is achieved through drawing, painting, and creating projects. Students are assessed on fine motor skills acquired throughout the year.
- Students participate weekly in Music education meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
- Students participate in daily writing exercise learning how to hold and manipulate a pencil and form their letters and numbers properly. Students are assessed throughout the year.
- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development (based on the CAS)

- Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess, and hallway expectations. Students are rewarded for the positive behavior they demonstrate.
- Positive behavior in the classroom is reinforced and negative behavior is redirected and refocused, as well as individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-functions that help students pay attention, remember directions, and control their behavior.
- Instruction in good character and virtue is integrated in the curriculum on a daily basis. This helps students develop social-emotional skills such as making friends, managing emotions and solving problems to set them on the path for social success and academic

readiness.

- Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.
3. Language and comprehension development (based on the CAS)
 - Students receive 65 minutes of instruction each day in the Riggs phonics language arts curriculum. This is a comprehensive program for writing, spelling, reading, listening, and speaking that builds vocabulary and knowledge. Students master the basic phonetic components of the English language in order to decode and encode fluently. Students are also taught vocabulary through daily reading, language arts skills that are essential for comprehension. Each skill is assessed weekly. An overall assessment of reading fluency is administered monthly.
 - The *DIBELS Next* assessment is administered three times per year. Any student who does not achieve benchmark is progress monitored every two to three weeks. Students not making benchmark progress are assessed with *DIBELS Deep* to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive assessment administrations, the student is placed on a READ plan and given an additional 30 minutes of small group instruction.
 4. Cognition and general knowledge (based on the CAS)
 - Students receive 40 minutes of math instruction using Singapore's math curriculum. This curriculum is aligned to the Colorado Academic Standards for math. Assessments are given every two weeks to monitor progress. Students who fall behind are given additional time with a teacher aide.
 - Science - Students are instructed on various topic including: Plants; Animals and their Needs; the Human Body (five senses, taking care of your body - exercise, cleanliness, health diet, and rest); Magnets; Seasons and Weather; and Conservation. Assessments are given regularly to monitor progress.
 - History and Geography - Students are instructed on various topics including: Geography - Spatial Sense (working with maps and globes students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans, North and South Pole); an overview of the seven continents including landmarks and animals, Native American Peoples; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day) Presidents Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt and the current United States President); and United States Symbols (including the American Flag, Statue of Liberty, Mount Rushmore, and the White House). Assessments are given regularly to monitor progress.
 - Assessment information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas receive Response to Intervention (RtI) strategies in small groups or 1:1 instruction. RtI plans are developed and review with our Student Services Department quarterly. The information reviewed includes results of formal assessments, informal assessments, and developmental

checklists. This information is housed in an internet based data management system of the school's choosing, to bring together achievement data from many sources, generate student and summary reports, and allow for distribution to appropriate RtI personnel.

If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist; Special Education Teacher; Counselor or Mental Health Therapist for further assessment. These assessments results are held in Enrich.

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 C.R.S § 27-7-1014(2)(a).

Financial Impact: LTA anticipates that the requested waiver will have no financial impact upon D49's budget or LTA's budget.

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 LTA, as per the charter contract.

Expected Outcome: If granted, the waiver will enable LTA to instruct, assess, and monitor incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals in order to ensure school readiness and student success in all domain areas.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

11. C.R.S. § 22-60.5-301: Colorado Educator Licensing Act -Principals & Administrators

Rationale: The unique curriculum and methods required to supervise and manage LTA could limit the pool of potential candidates for the School Administrator position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The LTA Board will hire a School Administrator who will further the mission, goals and objectives of the School. The School Administrator will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract a School Administrator from a wide variety of backgrounds, including but not limited to, teachers and persons with school administration or other professional experience.

Financial Impact: LTA anticipates that the requested waivers will have no financial impact on D49 or LTA's 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 school policy and through the Charter School Agreement.

Expected Outcome: As a result of this waiver, LTA will set its own policies in keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

12. C.R.S. Section 22-32-134.5, 22-32-136, 22-32-136.3: Children's nutrition and Healthy Beverages Policy

Rationale: LTA will be operating independently from other schools in D49 and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Contract. LTA may establish agreements with food vendors to serve food on its campus.

Replacement Plan: LTA encourages its students having the freedom and opportunity to make healthy lifestyle choices, as part of its mission to develop independent students with good character and virtue. LTA will adopt its own policies concerning healthy environments and education for children that meet or exceed the intent of the law. The Board of Directors of LTA will adopt policies and the Principal or designated head of school of LTA will prescribe rules and regulations to meet the intent of promoting healthy lifestyles among its students. LTA will meet federal standards related to this statute.

Financial Impact: LTA anticipates that the requested waivers will have no financial impact on D49 or LTA.

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 school policy and through the Charter School Contract.

Expected Outcome: As a result of this waiver, LTA will set its own policies in keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

10. C.R.S. § 22-32-110(1)(r): Exclusion Materials from Schools and Libraries Excludes materials found to be immoral or pernicious from schools or libraries.

Rationale: The D49 School Board and the automatic state waiver of CRS § 22-32-109(1)(t) granted the Board of Directors of LTA the authority to determine the educational program for the school. LTA should be delegated the authority to establish and maintain appropriate standards for material acceptable in its school in accordance with the Charter School Contract. This waiver has been granted to other charter schools and is requested to clearly align with the intent of the waiver from CRS § 22-32-109(1)(t).

Replacement Plan: LTA will adopt its own policies concerning exclusion of materials that exceed the intent of the law related to immoral or pernicious material.

Financial Impact: LTA anticipates that the requested waivers will have no financial impact on D49 or the school.

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 school policy and through the Charter School Contract.

Expected Outcome: As a result of this waiver, LTA will set its own policies in keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

13. C.R.S. § 22-1-110 and C.R.S. § 22-1-128: C.R.S. § 22-1-110 Effect of Use of Alcohol and Controlled Substances to be Taught Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels. C.R.S. § 22-1-128 Comprehensive Human Sexuality Education Specifies how, when, and content for human sexuality education to be taught in all grade levels. Supersedes C.R.S. § 22-1-10.5, repealed by Colorado House Bill 13-1081.

Rationale: LTA is granted the authority to determine the educational program for the school through an automatic waiver of C.R.S. § 22-32-109(1)(t). Consistent with this waiver, LTA should have the authority to establish and maintain appropriate standards for the education program, texts, and materials acceptable in its school in accordance with the Charter School Contract.

Replacement Plan: LTA will include instruction on the effect and use of alcohol and controlled substances and will include appropriate instruction on human anatomy,

reproduction, and sexuality. LTA will meet the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education.

Financial Impact: LTA anticipates that the requested waivers will have no financial impact on D49 or the school.

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 school policy and through the Charter School Contract.

Expected Outcome: As a result of this waiver, LTA will experience an enhanced educational program by being able to administer the school program keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

14. C.R.S. Section 22-32-119, CRS. Kindergarten Establishing and maintaining kindergarten

Rationale: The D49 School Board has granted the LTA Board the authority to determine the educational program for the school. LTA should be delegated the authority to establish and maintain a kindergarten in accordance with the Charter School Contract..

Replacement Plan: The educational program for LTA is described in the approved Charter School Contract and the kindergarten will follow the description contained therein.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D49 or School.

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 Charter School Contract.

Expected Outcome: As a result of this waiver, LTA will experience an enhanced educational program by being able to administer the school program at the kindergarten level in a manner in keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: LTA requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

AUTOMATIC DISTRICT WAIVERS

- **Section G: Personnel.** The charter school is responsible for its own employees and employs personnel at-will making most of these policies unnecessary.
- **Section I: Instruction.** The charter school is approved in its charter contract to provide the educational program described in its initial charter school application or renewal application.

IA	IGA	IGD	IGF
IHA	IHA-R	IHAC	IHACA
IHAE	IHAK	IHAL	IHAL-R
IHAM	IHAMA	IHAMB	IHAMC
IHAM-R /IHAMB- R/IHAMC-R	IIB	IJ	IJ-R
IJ-E-1	IJ-E-2	IJJ	IJK
IJK-R	IJL	IJL-R	IJL-E
IK	IKA	IKAB	IKCA
IKE	IKF	IKFA	IKFB
IL	IMA	IMB	IMB-R
IMBB			

- **Section K: School-Community-Home Relations.** As a charter school, the leaders have their own communication with the community and families.

KB	KEC	KEC-E	KEF
KEF-R	KFA	KHC	KHC-R
KI	KLB	KLG	KLMA