

**ATTACHMENT 6: NON-AUTOMATIC WAIVERS OF STATE LAWS AND/OR REGULATIONS**  
(Replacement: September 1, 2020)

- C.R.S. § 22-2-112(1)(q)(I)
- C.R.S. § 22-9-106
- C.R.S. § 22-32-109 (I)(b)
- C.R.S. §22-32-109(1)(n)(I)
- C.R.S. §22-32-109(1)(n)(II)(B)
- C.R.S. §22-32-109(1)(n)(II)(A)
- C.R.S. § 22-63-201
- C.R.S. § 22-63-202
- C.R.S. § 22-63-203
- C.R.S. § 22-63-206

**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**

**Rationale:** The school leaders of STEM School Highlands Ranch must have the ability to perform the evaluations of all personnel. Should any other designated administrator not have a principals license, this should not preclude him or her from administering the evaluations under the direction of the Executive Director of STEM School Highlands Ranch. Furthermore, the STEM School Board of Directors must also have the ability to perform the evaluations for the school leaders. Additionally, school STEM will not be required to report their teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

**Replacement Plan:** STEM School Highlands Ranch uses its own evaluation system as agreed to in the Charter School Agreement with the district and therefore should not be required to report their teacher evaluation data. STEM School Highlands Ranch will continue to meet the intent of the law as outlined in statute. The methods used for STEM School Highlands Ranch's evaluation system 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. All evaluators will receive training in STEM School Highlands Ranch's evaluation system. In addition, the evaluation data is used to inform professional development and employment decisions for teachers. Rubric attached.

**Duration of the Waivers:** STEM School Highlands Ranch requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

**Financial Impact:** STEM School Highlands Ranch anticipates that the requested waivers will have no financial impact upon the Douglas County School District 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 STEM School Highlands Ranch, as per this Charter School Agreement.

**Expected Outcome:** The school expects that as a result of this waiver it will be able to create relevant performance evaluations to recruit, grow and retain leaders to meet the educational standards of the school.

**C.R.S. § 22-32-109 (l)(b) Boards of Education. Specific Duties (delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.**

**Rationale:** STEM School Highlands Ranch will be operating independently from other schools in the Douglas County School District 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 Agreement.

**Replacement Plan:** The Board of Directors of STEM School Highlands Ranch will adopt policies and the headmaster or designated head of school of STEM School Highlands Ranch will prescribe rules and regulations.

**Duration of the Waiver:** STEM School Highlands Ranch requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on Douglas County School District. STEM School Highlands Ranch will be able to adopt policies and prescribe rules and regulations consistent with its 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 STEM School Highlands Ranch, as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of this waiver, STEM School Highlands Ranch 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.

**C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar C.R.S.  
§22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar**

**Rationale:** The days allotted for each school year at STEM School Highlands Ranch will exceed the current requirement in state statute. STEM School Highlands Ranch will prescribe the actual details of its own school calendar to best meet the needs of its students. The Douglas County School District will not set these policies and STEM School Highlands Ranch will have a calendar that differs from the rest of the schools within the district.

**Replacement Plan:** The final calendar and the school's daily schedule will be designed by STEM School Highlands Ranch and will meet or exceed the expectations in state statute

**Duration of the Waivers:** STEM School Highlands Ranch requests that the waivers be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2024.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or STEM School Highlands Ranch.

**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 the school, as per this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

**C.R.S. § 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours**

**Rationale:** STEM School Highlands Ranch will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The Douglas County School District has granted to the Board of Directors of STEM School Highlands Ranch the authority to determine teacher-pupil contact hours within Colorado required attendance rules for schools.

**Replacement Plan:** STEM School Highlands Ranch will prescribe the actual details of teacher-pupil contact hours instead of the Douglas County School District's Board, and hours will meet or exceed current requirements in statute..

**Duration of the Waiver:** STEM School Highlands Ranch requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2024.

**Financial Impact:** STEM School Highlands Ranch anticipates that the requested waivers will have no financial impact upon the Douglas County School District 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 STEM School Highlands Ranch, as per this 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. § 22-63-201 Teacher Employment Act- Compensation & Dismissal Act- requirement to hold a certificate.**

**Rationale:** STEM should be granted the authority to hire teachers and principals that will support the schools goals and objectives. STEM recognizes that individuals with valuable professional expertise in areas other than teaching provide a great benefit to students. This will enable STEM to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to succeed. It is in the replacement plan for 22-63-202, C.R.S. that all core content teachers must be Highly Qualified, holding at a minimum, a college/ University Bachelor degree and demonstrates subject matter competency.

**Replacement Plan:** The school may, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of our school.

**Duration of the Waiver:** STEM School Highlands Ranch requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2024.

**Financial Impact:** STEM School Highlands Ranch anticipates that the requested waivers will have no financial impact upon the Douglas County School District 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 STEM School Highlands Ranch, as per this 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. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision**

**C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract**

**C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers**

**Rationale:** STEM School Highlands Ranch should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which proper teaching is essential. Not every teacher that is successful at a traditional public school will be successful at STEM School Highlands Ranch. In addition, STEM School Highlands Ranch is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the district should have the authority to transfer its teachers into the school or transfer teachers from STEM School Highlands Ranch to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** STEM School Highlands Ranch has employment agreements with the terms non renewal and renewal set forth in the agreement, including payment of salaries upon termination of employment. Employment offers will be given in writing and will be at an at-will/annual basis. STEM School Highlands Ranch will hire teachers on a best quality basis. There is no provision for transfers.

**Duration of the Waiver:** STEM School Highlands Ranch requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2024.

**Financial Impact:** STEM School Highlands Ranch anticipates that the requested waivers will have no financial impact upon the Douglas County School District 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 STEM School Highlands Ranch, as per this 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.

