

**EXHIBIT C: REQUESTED WAIVERS**

**Charter School Waiver Request Addendum**

*Use the addendum template below to list the non-automatic waiver(s) from statute and rule and the related replacement plans that the charter school is requesting.*

Contact Information
<b>School Name:</b> Caprock Academy
<b>School Address (mailing):</b> 714 24 ½ Road, Grand Junction, CO 81505
<b>Charter School Waiver Contact Name:</b> Kristin Trezise, Head of School
<b>Charter School Waiver Contact’s Phone Number:</b> 970-243-1771
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Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><b>Statutory Citation and Title:</b> C.R.S. § 22-9-106 <u>Local Board of Education . Duties (substantive) Certificated Personnel Evaluations; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties</u></p> <p>Waiver from these statutes allows Caprock Academy to implement its own performance evaluations and not to have to report the evaluation ratings.</p>
<p><b>Rationale:</b> The Caprock Academy Head of School or designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. The CABOD must also have the ability to perform the evaluation for the Headmaster or designated head of school.</p>
<p><b>Replacement Plan:</b> Caprock Academy uses its own Performance Appraisal System as agreed to in the Charter School Agreement with Charter School Institute and therefore should not be required to report the teacher evaluation data. There is an evaluation system in place that has been created to include teaching standards as well as reflect the culture and philosophy of the school. All staff are familiar and have been trained on the evaluation system. The evaluation data is used to inform hiring and professional development decisions for staff.</p>
<p><b>Duration of Waivers:</b> We formally request the waiver be in effect for the duration of our contract with the <u>Colorado Charter School Institute</u>.</p>
<p><b>Financial Impact:</b> Caprock Academy anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Caprock Academy budget.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> 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 this Charter School Agreement.</p>
<p><b>Expected Outcome:</b> With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed</p>

to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**Statutory Citation and Title:** C.R.S. § 22-63-201 Employment . Certificate required

Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization; C.R.S. § 22-63-202, C.R.S. Teacher employment, contracts in writing-duration-damage provision

**Rationale:** Caprock Academy should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The principal/headmaster will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The school will seek to attract principals/headmasters and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of Caprock Academy will be employed on an at-will basis.

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

**Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with Colorado Charter School Institute.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Charter School Institute or Caprock Academy.

**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 employ professional staff possessing unique skills and/or background filling all staff needs.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**Statutory Citation and Title:** C.R.S. § 22-63-203 Probationary Teachers . renewal and non-renewal of employment contract . Specific Duties Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract;

**Rationale:** Caprock Academy 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 having the proper teaching staff is

essential. Not every teacher who is successful in the regular public school will be successful at Caprock Academy. All employees of Caprock Academy will be employed on an at-will basis.

**Replacement Plan:** Caprock Academy has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

**Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with the Colorado Charter School Institute.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Charter School Institute or Caprock Academy.

**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 employ professional staff possessing unique skills and/or background, filling all staff needs.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**

**Statutory Citation and Title:** 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:** Caprock Academy is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Charter School Institute should not have the authority to transfer its teachers into Caprock Academy or transfer teachers from Caprock Academy to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** The school will hire teachers on a best qualified basis. There is no provision for transfers.

**Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with the Colorado Charter School Institute.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on the Charter School Institute or Caprock Academy.

**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:** The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><b>Statutory Citation and Title:</b> 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; C.R.S. 22-32-109(1)(n)(II)(A) for teacher-pupil contact hours</p>
<p><b>Rationale:</b> The school year at Caprock Academy will total 160 days per year and 1120 hours of instruction for grades K-12 which meets or exceeds the current requirement in state statute. Caprock Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. Colorado Charter School Institute (CSI) will not set these policies and Caprock Academy will have a calendar that differs from the rest of the schools within CSI.</p>
<p><b>Replacement Plan:</b> The final calendar and the school's daily schedule will be designed by Caprock Academy and will meet or exceed the expectations in state statute.</p>
<p><b>Duration of Waivers:</b>  We formally request the waiver be in effect for the duration of our contract with the Colorado Charter School Institute (CSI).</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on the Charter School Institute or Caprock Academy.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> 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.</p>
<p><b>Expected Outcome:</b> As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.</p>