



**PROSPECT
RIDGE**
ACADEMY

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Prospect Ridge Academy (PRA)

School Address: 2555 Preble Creek Parkway, Broomfield, CO 80023

Prepared by: Jennell Verow & April Wilkin

Preparer's Phone Number: 720-399-0300

Preparer's Email Address: jverow@prospectridgeacademy.org,

awilkin@prospectridgeacademy.org

Charter School Contact: April Wilkin

Charter School Contact Email Address: awilkin@prospectridgeacademy.org

District Contact Name: Patti Gilmour

District Contact Email Address: Patti.Gilmour@adams12.org

Automatic Waivers: Statute Description and Rationale

C.R.S. § 22-9-106 Local Board Duties Concerning Performance Evaluations

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D)

Rationale:

The Prospect Ridge Academy (PRA) Principal or designee 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 Principal. The PRA Board of Directors must also have the ability to perform the evaluations for the Principal or designee.

Plan:

Prospect Ridge Academy uses its own evaluation system as agreed to in our initial Charter Application. Prospect Ridge Academy's evaluation system will continue to meet the intent of the law as outlined in statute.

Since excellent teaching is central to the mission of the school, Prospect Ridge Academy will place great importance on the effectiveness of its teachers. The school has developed a teacher evaluation process that includes both formal and informal observations of teaching by the principal and self-critiquing by the teacher. These evaluations will also include a goal setting component that is evaluated and mentored through with administration. First year teachers and any staff member on a growth plan will be reviewed more frequently by administration. In compliance with state law, teacher evaluations will be kept confidential, and all Board discussion related to specific teacher evaluations or concerns will be conducted in executive session.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA 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 the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

With this waiver, the school will be able to evaluate its teachers in accordance with our initial application as well as our goals and objectives as a school, which is designed to produce greater accountability and be consistent with the school's mission and vision. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding

This section requires that the local board adopt policies and prescribe rules and regulations necessary and proper for the efficient administration of the affairs of the district, including procedures for competitive bidding in the purchase of goods and services, except professional services, for the district.

Rationale:

Prospect Ridge Academy will be responsible for its own purchase of goods and services to align with the schools mission and vision separate from the district.

Plan:

XXVI. Purchasing Policy and Competitive Bid Policy (PRA Financial P&P Manual)

Policy: Guiding the purchase of all goods and services of the charter school will be: (a) price; (b) quality; and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors; however, at all times the selection of a particular good, service, or vendor shall be with the intention of maintaining a top-quality school. The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Procedure: When a product is to be purchased that costs more than \$10,000, a Principal, or his or her designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or a similar product. The head of school shall select from among these offers, and document the reasons for selecting the chosen option, which shall include mention of the aforementioned factors that guide such selection.

Professional service contracts or sole source vendors are excluded from the requirement to seek multiple bids; however, nothing shall preclude a Principal from seeking such multiple bids for these contracts. All contractual agreements shall be in writing, and signed and dated by the head of school or his or her designee.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The Finance committee and PRA BOD reviews these policies and procedures to ensure execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Expected Outcome:





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



This waiver will allow the school to ensure market value of all vendors as well as ensure the vendor aligns with the intention of maintaining a top-quality school.

C.R.S. § 22-32-109(1)(f) Local Board Duties Concerning Selection of Staff, and Pay

This section requires that the local board employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation.

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. as well as providing its own professional development. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team. All PRA staff will be employed on an at-will basis and are selected by the Hiring Committee as further pursuing PRA's mission and vision.

Plan:

Prospect Ridge Academy will be responsible for All PRA staff rather than the Adams 12 district. PRA Staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision as discussed in PRA's Renewal Charter Contract. Staff is also presented with an Employee Handbook specifying school personnel policy.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar

C.R.S. § 22-32-109(1)(n)(II)(B) Local Board Duties Concerning Adoption of District Calendar

Rationale:

Prospect Ridge Academy's academic school year is approximately 177 days, which exceeds the current requirements in the state of Colorado. PRA will prescribe the actual details on its own school calendar to best meet the needs of the K-12 campus. The Adams 12 Board will not set these policies and PRA will have a calendar that differs from the rest of the schools within the district.

Plan:

The final calendar and the schools daily schedule will be designed by PRA to meet or exceed the expectations of the state and communicated to our greater community after approval by our PRA Board of Directors.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

PRA expects, as a result of this waiver, it will be able to implement the curriculum and ensure that students meet or exceed the educational expectations of the state.

C.R.S. § 22-32-109(1)(n)(II)(A) Local Board Duties Concerning Teacher Pupil Contact Hours

Rationale:

Prospect Ridge Academy's academic school year allows for approximately 1,200 contact hours, which exceeds the current requirements in the state of Colorado. PRA will prescribe the actual details on its own school calendar/schedule to best meet the needs of the K-12 campus. The Adams 12 Board will not set these policies and PRA will have a daily schedules that differs from the rest of the schools within the district.

Plan:

The final calendar and the schools daily schedule will be designed by PRA to meet or exceed the expectations of the state and communicated to our greater community after approval by our PRA Board of Directors.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

PRA expects, as a result of this waiver, it will be able to implement the curriculum and ensure that students meet or exceed the educational expectations of the state.

C.R.S. § 22-32-109(1)(t) Local Board Duties Concerning Textbooks and Curriculum

Rationale:

As stated in our district contract renewal, the Adams 12 school district has granted the PRA BOD and Curriculum Committee the authority to determine the educational program and textbooks to be used in the school to align with the Charters mission and vision.

Plan:

Per our PRA BOD Policy Manual, PRA shall use curricula including Core Knowledge and college preparatory aligned which have been approved consistent with the approval process of the Curriculum Committee.

As stated in the PRA BOD Policy Manual: Curriculum Subcommittee.





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



- a. Charter: The Prospect Ridge Academy (PRA) Curriculum Committee's role is to continuously improve the educational program, in line with PRA's overall mission and vision, via research, curriculum development, and review of recommendations for new curriculum or changes in curriculum and/or primary learning materials brought to the committee by teachers. In-depth discussions on the research and recommendations take place in these committee meetings. After approval by the Curriculum Committee, potential curricular changes are communicated to the PRA Board of Directors and community for the opportunity to provide feedback. Recommendations, based on Curriculum Committee discussions and community feedback, are then made to the PRA Board of Directors for consideration and approval.
- b. The committee will consist of five to seven members, with a PRA board member acting as chair and the Principal facilitating the meetings. The remaining members will be approved by the PRA Board of Directors and Principal, and of the 5-7 members, at least 2 must be current PRA teachers. Other teachers will be required to attend curriculum committee meetings if they are putting a curriculum proposal forward, as well as the board meeting pertaining to that proposal.
- c. PRA's Curriculum Committee is designed to ensure that the academic program established by the steering committee and founding board is consistently implemented throughout the years ahead. It is critical that all curriculum components that are recommended by the committee for approval by the board be in full alignment with the mission and vision of PRA.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

PRA 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 and state.

C.R.S. § 22-32-126 Employment and Authority of Principals

Rationale:

PRA will be responsible for its own personnel matters, including employing the principal designated head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own professional development. Principals employed at PRA will be employed on an "at-will" basis. Therefore, the school request that these statutory duties be waived or delegated from Adams 12 to the PRA BOD. The success of this school will depend in large upon its ability to select and employ its own principal and staff in accordance with our Charter Contract and the mission and vision of the school.

Plan:

As stated in our PRA BOD Policies manual: 4.1. Administration Structure

- A. PRA shall have a Principal(s) as its administrator who shall serve as an at-will employee at the pleasure of the board and may be terminated by the board, at the board's sole and absolute discretion, with or without





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



cause.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the Charter Bylaws

Expected Outcome:

As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set forth by the Charter Renewal Contract.

C.R.S. § 22-32-110 (1)(h) Local Board Powers- Terminate Employment of Personnel

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. as well as terminating its own employees. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team. All PRA staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision. It is important for the success of the school that administration and the BOD have the ability to select, employ and terminate individuals as the school sees fit in accordance with the goals and objectives of the school.

Plan:

Prospect Ridge Academy will be responsible for All PRA staff rather than the Adams 12 district. PRA Staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision as discussed in PRA's Renewal Charter Contract. Staff is also presented with an Employee Handbook specifying school personnel policy.

Per PRA's Offer of Employment Agreement:

1.2 Employee recognizes that School has received waivers of certain laws, regulations, and policies that might otherwise prescribe Employee's employment status or rights and is not subject to all laws governing employment of personnel by Colorado school districts. Additionally, notwithstanding anything herein to the contrary, Employee and School agree that there is no guaranty for employment for any minimum term. All employees at School are at-will employees. This means that either Employee or School may terminate the employment relationship at any time for any reason. Employee acknowledges and agrees that no representative or agent of School has any authority to modify the at will status of the employment relationship unless such modification is in writing and specifically approved by School's board of directors.

2.4 In the event employment is terminated by either party prior to the end of School's fiscal year (i.e., June 30th), Employee shall receive prorated pay through the termination date in accordance with policies set forth in the Employee Handbook.

Duration of the Waivers:





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and terminate (as needed and appropriate) its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-32-110 (1)(i) Local Board Powers- Reimburse Employees for Expenses

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. as well as reimbursing employees for additional expenses. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team.

Plan:

XV. STAFF AND TRAVEL EXPENSES (PRA Financial P&P Manual)

Policy: Staff shall be reimbursed for travel and related expenses while on approved charter school business.

Procedure: a Principal shall approve all out-of-town travel in advance. All staff shall submit travel reimbursement forms by which they request reimbursement. Travel reimbursement forms shall document employee name, travel dates, destination, business purpose, and detail business costs such as tolls, parking, mileage and meals. All receipts and substantive documentation must be attached to the travel reimbursement form. Submitted travel reimbursement forms shall be reviewed by the Business Manager for: (a) accuracy of computations; (b) completeness of required receipts; and (c) adherence to established guidelines. Inaccurate or incomplete information shall be discussed with the submitting staff member, and any necessary additional information shall be requested by and provided to the Business Manager prior to reimbursement. Staff shall be compensated within 20 business days of submission of a complete and accurate reimbursement form to the Finance Associate or Business Manager. Reimbursement requests submitted by the Business Manager shall be reviewed and approved for payment by a Principal; requests submitted by a Principal shall be reviewed and approved for payment by a member of the Board of Directors. All employees are required to turn in receipts for reimbursements within 30 days of expenditure; anything outside of this range may not be reimbursed by discretion of a Principal.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



Expected Outcome:

As a result of this waiver, PRA will continue to maintain internal Human Resource and financial matters accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-32-110 (1)(j) Local Board Powers- Procure Life, Health, or Accident Insurance

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. as well as providing insurance benefits. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team.

Plan:

XVII. Insurance (PRA Financial P&P Manual)

Policy: The charter school shall maintain appropriate insurance coverage as required by Board and District standards and the coverage levels shall be reviewed annually.

Procedure: At a minimum, the following insurance shall be maintained: (a) Commercial Package (including property and liability); (b) Directors and Officers Liability; (c) Disability; and (d) Workers Compensation. The charter school also shall contribute to the state Unemployment Insurance Fund in accordance with applicable law.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to maintain internal Human Resource and financial matters accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-32-110 (1)(k) Local Board Powers- Policies Relating to Training & Official Conduct

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. as well as providing its own professional development. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team. All PRA staff will be internally trained (or provided external training) as further pursuing PRA's mission and vision.

Plan:

Prospect Ridge Academy will be responsible for All PRA staff rather than the Adams 12 district. PRA Staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision as discussed in PRA's Renewal Charter Contract. Staff is also presented





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



with an Employee Handbook specifying school personnel policy. PRA will be responsible for conducting all of its own professional development training as well as training regarding appropriate professional conduct during employment hours.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-32-110 (1)(ee) Local Board Powers- Employ Teachers' Aides and Non Certified Staff Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff (including non-certified staff) and establishing its own terms and conditions of employment, policies, etc as well as providing its own professional development. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team. All PRA staff will be internally trained (or provided external training) as further pursuing PRA's mission and vision.

Plan:

Prospect Ridge Academy will be responsible for All PRA staff rather than the Adams 12 district. PRA Staff, including non-certified staff, will be employed on an at-will basis and are selected by the Hiring Committee as further pursuing PRA's mission and vision as discussed in PRA's Renewal Charter Contract. Staff is also presented with an Employee Handbook specifying school personnel policy.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-33-104 (4) Compulsory School Attendance- Attendance Policies and Excused Absences





**PROSPECT
RIDGE**
ACADEMY

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



Rationale:

Prospect Ridge Academy will be responsible for creating the written policy setting forth the schools attendance requirements which will enhance the opportunity to fulfill the school's mission and vision and student accountability.

Plan:

Prospect Ridge Academy will be responsible for creating the written policy setting forth the schools attendance requirements which will enhance the opportunity to fulfill the school's mission and vision and student accountability.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

With this waiver, PRA will maintain the integrity of the educational program and implement the necessary policies to increase student achievement.

C.R.S. § 22-63-201 Teacher Employment Act-Compensation & Dismissal- Req. to Hold a Certificate

Prohibits board from entering into an employment contract with a person who does not hold a teachers certificate or letter of authorization.

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application. In order to accomplish this, the Hiring Committee may seek applicants from out of state, teachers with lapsed certificates, or persons with several years of successful teaching experiences in a setting not requiring a license, as well as persons with business or professional experience. All employees of PRA will meet Federal Highly Qualified requirements.

Plan:

Per PRA's initial charter application:

- (1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee, Principal, and President of the Governing Board will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



completed by the Principal and the Governing Board has set the salary schedule for the new academic year.
(2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-202 Teacher Employment Act- Contracts in Writing, Damage Provision

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application.

Plan:

Per PRA's initial charter application:

- (1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee, Principal, and President of the Governing Board will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been completed by the Principal and the Governing Board has set the salary schedule for the new academic year.
- (2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision,





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



bylaws, as well as state and federal laws.

(3) Each employee is an at-will employee, which means that either Prospect Ridge Academy or the employee may terminate the contract agreement at any time, with or without cause, for any reason or no reason.

Notwithstanding the at-will employment relationship, the employee agrees to use his or her best effort to provide Prospect Ridge Academy written notice with at least thirty (30) calendar days prior to resignation, retirement, or other termination of the contractual agreement.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-203 Teacher Emp. Act- Req. for Probationary Teacher, Renewal & Nonrenewal Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application.

Plan:

Per PRA's initial charter application:

(1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee, Principal, and President of the Governing Board will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been completed by the Principal and the Governing Board has set the salary schedule for the new academic year.

(2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield , CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



help every student reach their individual potential. Employees agree to follow the school’s mission and vision, bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-206 Teacher Employment Act- Transfer of Teachers

Permits transfer of teachers between schools upon recommendation of district’s chief administrative officer.

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the school’s mission and vision as set forth in the initial charter application as well as terminate said employees who can not deliver the educational programming successfully.

Plan:

The school will hire teachers on a best-qualified basis as set forth in our PRA BOD Policies and Charter Bylaws. There is no provision for transfer.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-301 Teacher Employment Act- Grounds for Dismissal

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. as well as terminating its own





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



employees. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team. All PRA staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision. It is important for the success of the school that administration and the BOD have the ability to select, employ and terminate individuals as the school sees fit in accordance to the goals and objectives of the school.

Plan:

Prospect Ridge Academy will be responsible for All PRA staff rather than the Adams 12 district. PRA Staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision as discussed in PRA's Renewal Charter Contract. Staff is also presented with an Employee Handbook specifying school personnel policy.

Per PRAs Offer of Employment Agreement:

1.2 Employee recognizes that School has received waivers of certain laws, regulations, and policies that might otherwise prescribe Employee's employment status or rights and is not subject to all laws governing employment of personnel by Colorado school districts. Additionally, notwithstanding anything herein to the contrary, Employee and School agree that there is no guaranty for employment for any minimum term. All employees at School are at-will employees. This means that either Employee or School may terminate the employment relationship at any time for any reason. Employee acknowledges and agrees that no representative or agent of School has any authority to modify the at will status of the employment relationship unless such modification is in writing and specifically approved by School' board of directors.

2.4 In the event employment is terminated by either party prior to the end of School's fiscal year (i.e., June 30th), Employee shall receive prorated pay through the termination date in accordance with polices set forth in the Employee Handbook.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-302 Teacher Employment Act- Procedures for Dismissal of Teachers

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing it own terms and conditions of employment, policies, etc. as well as terminating its own employees. Therefore, PRA requests that these Adams 12 duties be waived or delegated to the PRA BOD and Administrative Team. All PRA staff will be employed on an at-will basis and are selected by the Hiring Committee as further pursuing PRA's mission and vision. It is important for the success of the school that administration and the BOD have the ability to select, employ and terminate individuals as the school sees fit in accordance to the goals and





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



objectives of the school.

Plan:

Prospect Ridge Academy will be responsible for All PRA staff rather than the Adams 12 district. PRA Staff will be employed on an at-will basis and are selected by the Hiring Committee and approved by the Board of Directors as further pursuing PRA's mission and vision as discussed in PRA's Renewal Charter Contract. Staff is also presented with an Employee Handbook specifying school personnel policy.

Per PRA's Offer of Employment Agreement

2.9 Upon termination of employment, Employee shall return to School all property belonging to School in Employee's possession and/or control, including, but not limited to laptops, cell phones, keys, identification cards, financial information, educational materials, sales and marketing information or plans, correspondence, designs, budgets, projections, documents, lists, computer disks (and any other computer generated files or data) and copies thereof, equipment, books, records, reports, notes, contracts and all other information.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-401 Teacher Employment Act- Teachers Subject to Adopted Salary Schedule

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application. All employees of PRA will meet Federal Highly Qualified requirements.

Plan:

Per PRA's initial charter application:

(1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee, Principal, and President of the Governing





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield , CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



Board will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been completed by the Principal and the Governing Board has set the salary schedule for the new academic year. (2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-402 Teacher Employment Act- Certificate Required to Pay Teachers

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application. In order to accomplish this, the Hiring Committee may seek applicants from out of state, teachers with lapsed certificates, or persons with several years of successful teaching experiences in a setting not requiring a license, as well as persons with business or professional experience. All employees of PRA will meet Federal Highly Qualified requirements.

Plan:

Per PRA's initial charter application:

(1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee, Principal, and President of the Governing Board will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been





**PROSPECT
RIDGE
ACADEMY**

2555 Preble Creek Parkway
Broomfield, CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



completed by the Principal and the Governing Board has set the salary schedule for the new academic year.
(2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-403 Teacher Employment Act- Describes Payment of Salaries

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the school's mission and vision as set forth in the initial charter application. All employees of PRA will meet Federal Highly Qualified requirements.

Plan:

Per PRA's initial charter application:

- (1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. The Board, on an annual basis, will determine salaries and benefits. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee, Principal, and President of the Governing Board will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been completed by the Principal and the Governing Board has set the salary schedule for the new academic year.
- (2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision,





**PROSPECT
RIDGE**
ACADEMY

2555 Preble Creek Parkway
Broomfield , CO 80023



www.prospectridgeacademy.org



K-8 Phone: 720-399-0300
HS Phone: 720-723-2100



bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

