



# PIKES PEAK

SCHOOL OF EXPEDITIONARY LEARNING

## PPSEL Waivers

School Name: Pikes Peak School of Expeditionary Learning (PPSEL) School Address: 11925 Antlers Ridge Dr, Falcon, CO 80831

Prepared by Don Knapp

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## WAIVER OF COLORADO REVISED STATUTES

### STATUTE DESCRIPTION AND RATIONALE

#### C.R.S. § 22-9-106

#### C.R.S. § 22-9-107

Local Board of Education – Local boards of education—duties—performance evaluation system—repeal and School district personnel performance evaluation councils—duties **Rationale:** PPSEL will be responsible for its own personnel matters, including supervision and evaluation of personnel and the method for conducting such evaluations. **Plan:** PPSEL will use the National Core Practice Benchmarks of Expeditionary Learning Schools to evaluate the effectiveness of personnel.

**Duration of the Waivers:** PPSEL requests that the waiver be for the duration of its contract with the Falcon District 49 School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waiver will have no financial impact upon the Falcon District 49 School Board or PPSEL budget.

**How the Impact of the Waivers will be Evaluated:** The procedures for evaluating staff will be evaluated in conjunction with PPSEL's Implementation Review that is compiled by Expeditionary Learning and provides outside data to validate findings within the building.

**Expected Outcome:** With this waiver, PPSEL staff will benefit because performance and any needed improvement can come directly from the Expeditionary Learning model.

**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:** PPSEL will be operating independently from other schools in the 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.



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**Replacement Plan:** The Board of Directors of PPSEL will adopt policies and the

principal of PPSEL will prescribe rules and regulations.

**Duration of the Waiver:** PPSEL requests that the waiver be for the duration of its contract with the Falcon District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49. PPSEL 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 PPSEL, as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of this waiver, PPSEL 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 (l)(f) Boards of Education—Specific Duties (delegation) Requires the Board of Education to employ all personnel and fix their compensation.**

**Rationale:** PPSEL will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, PPSEL requests that these statutory duties be waived or delegated from the Falcon District 49 Board of Education to the principal and Board of Directors of PPSEL. All PPSEL staff will be employed on an at-will basis.

**Replacement Plan:** PPSEL will be responsible for these matters rather than the District. A sample of the type of teacher contract that will be used at PPSEL is attached.

**Duration of the Waivers:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49 School Board. Therefore, the waivers are requested for five academic years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waiver will have no financial impact upon the Falcon District 49. PPSEL must operate within its budget and the cost of employing staff has been included in that budget.

**How the Impact of the Waivers will be Evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, PPSEL will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

**C.R.S. § 22-32-110 (1) (h) Local Board Powers (delegation) Makes Board of Education responsible for terminating personnel.**

**Rationale:** PPSEL will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and terminating its own employees. Therefore, PPSEL requests that these statutory duties be waived or delegated from the Falcon District 49 Board of Education to the principal and Board of Directors of PPSEL. The success of PPSEL will

depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with this Charter School Agreement and the goals and objectives of the school. All PPSEL staff will be employed on an at-will basis.



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**Replacement Plan:** PPSEL will be responsible for these matters rather than the District. A sample of the type of teacher contract that will be used in the PPSEL is attached. **Duration of the Waiver:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49 School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact upon the Falcon District 49 School District. PPSEL must operate within its budget and the cost of employing staff has been included in that budget.

**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 PPSEL, as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, PPSEL will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.

**C.R.S. § 22-32-126** Employment & Authority of Principals (delegation) Authorizes Board of Education to employ Principals.

**Rationale:** PPSEL will be responsible for its own personnel matters, including employing the principal, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals employed at PPSEL will be employed on an at-will basis. Therefore, PPSEL requests that these statutory duties be waived or delegated from the Falcon District 49 Board of Education to the Board of Directors of PPSEL. The success of PPSEL will depend in large part upon its ability to select and employ its own principal and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

**Replacement Plan:** PPSEL will be responsible for these matters rather than the District. PPSEL principal and teachers will have flexibility in structuring professional development and school policies to meet their needs.

**Duration of the Waiver:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49 School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact upon the Falcon District 49 School District. PPSEL must operate within its budget and the cost of employing staff has been included in that budget.

**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 PPSEL, as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of these waivers, PPSEL will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

**C.R.S. § 22-63-201**

**C.R.S. § 22-63-402 (substantive)**



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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. Services – Disbursements Prohibits disbursement of district monies to teacher without a valid teacher’s certificate, letter of authorization or written authorization.

**Rationale:** PPSEL should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The Principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as PPSEL’s chief executive officer. PPSEL will seek to attract principals 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 PPSEL will be employed on an at-will basis.

**Replacement Plan:** PPSEL will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for PPSEL to be able to hire teachers and/or principals without a certificate and who possess unique background and/or skills or fill the need of PPSEL. Although PPSEL is waiving out of the teacher licensure requirement, it will continue to meet all Highly Qualified requirements for teachers. **Duration of the**

**Waivers:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49 or PPSEL.

**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 PPSEL, as per this Charter School Agreement.

## 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:** PPSEL should be granted the authority to develop its own employment contracts and terms and conditions of employment. PPSEL 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 in PPSEL. All employees of PPSEL will be employed on an at-will basis. **Replacement Plan:** PPSEL’s employment contract has terms of non-renewal and renewal of employment contracts, and payment of salaries upon termination of employment of a teacher.

**Duration of the Waivers:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49 or PPSEL.

**How the Impact of the Waivers Will be Evaluated:** The impact of these waivers will



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be measured by the performance appraisal criteria and assessments that apply to PPSEL, as per this Charter School Agreement.

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

**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:** PPSEL is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into PPSEL or transfer teachers from PPSEL to District schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** PPSEL will hire teachers the best fit its program and needs. There will be no transfer of employees between Falcon District 49 and PPSEL.

**Duration of the Waiver:** PPSEL requests that this waiver be for the duration of its contract with the Falcon District 49 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49 or PPSEL.

**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 PPSEL, as set forth in this Charter School Agreement.

**Expected Outcome:** PPSEL expects that as a result of this waiver it will be able to manage its own personnel affairs.

**C.R.S. § 22-63-301** Transfer Employment, Compensation and Dismissal Act Grounds for dismissal.

**C.R.S. § 22-63-302** Procedures for dismissal of teachers. (substantive)

**Rationale:** The success of PPSEL in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. PPSEL must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to PPSEL as the school is only of limited duration. All employees of PPSEL will be employed on an at-will basis.

**Replacement Plan:** Continued employment in PPSEL shall be subject to an annual satisfactory performance evaluation. Teachers who are rated unsuccessful may be terminated by PPSEL.

**Duration of the Waivers:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49 or PPSEL. PPSEL must operate within its budget and the cost of employing staff has been included in that budget.

**How the Impact of the Waivers Will be Evaluated:** The impact of these waivers will be measured by the performance criteria and assessments that apply to PPSEL, as set forth in this Charter School Agreement.



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**Expected Outcome:** As a result of these waivers, PPSEL will be able to provide

instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

**C.R.S. § 22-63-401** Transfer Employment, Compensation and Dismissal Act (delegation) Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

**Rationale:** PPSEL should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in PPSEL may be different from that of the District and compensation must be adjusted accordingly.

**Replacement Plan:** PPSEL will adopt its own salary schedule. PPSEL will set competitive rates for each level of teachers it employs. PPSEL principal will determine the placement of teachers on the salary schedule. The District salary schedule will be used as a guideline for developing PPSEL's salary schedule.

**Duration of the Waiver:** PPSEL requests that the waivers be for the duration of its contract with the Falcon District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49. PPSEL will be able to employ teachers and determine a salary schedule 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 PPSEL, as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of this waiver, PPSEL should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

**C.R.S. § 22-32-109 (1)(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:** PPSEL will be operating independently from other schools in the 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 PPSEL will adopt policies and the principal of PPSEL will prescribe rules and regulations.

**Duration of the Waiver:** PPSEL requests that the waiver be for the duration of its contract with the Falcon District 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waivers will have no financial impact on Falcon District 49. PPSEL 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 PPSEL, as set forth in this Charter School Agreement.

**Expected Outcome:** As a result of this waiver, PPSEL 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. -----

**Rationale and Replacement Plan for Waiver Request – School Readiness Assessments State Statute 22-7-1014(2)(a)**





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**Basic Information: School Name:** Pikes Peak School of Expeditionary Learning **School Address:** 11925 Antler's Ridge Dr. Falcon, CO 80831

**Prepared by:** Don Knapp **Preparer's Phone Number:** 719-522-2580 **Preparer's Email Address:** [don.knapp@ppsel.org](mailto:don.knapp@ppsel.org)

**Charter School Contact:** Don Knapp **Charter School Contact Email Address:** [don.knapp@ppsel.org](mailto:don.knapp@ppsel.org)

**District Contact:** Andrew Franko **District Contact Email Address:** [afranko@d49.org](mailto:afranko@d49.org)

**Rationale.** Pikes Peak School of Expeditionary Learning (PPSEL) should have the authority to implement relevant curriculum and assessment that ensure student success in higher learning. PPSEL already has systems in place for how kindergarten students are assessed and monitored through intervention and individualized learning plans, as well as data analysis and vertical alignment. Support is readily available through numerous avenues based throughout the program.

## **Replacement Plan.**

### 1. Physical well-being and motor-development:

Students participate weekly in structured P.E. classes that meet or exceed state standards. Students are assessed on motor development skills acquired through the year. State standards are part of what is used to monitor and assess students.

Students participate weekly in art education that meets or exceeds state standards. Development of fine motor skills is achieved through drawing, painting, and creating. Students are assessed on motor development skills acquired through the year.

Students participate weekly in music education that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises. 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. Grade level teachers use

consistent observation protocol and fine/gross motor checklists. 2. Social-emotional development: (Based on State Standards)

Students are instructed in the character traits and observable measures of the school. This includes classroom, cafeteria, hallways and recess.

Using research from Rick Stiggins, the school incorporates character as part of classroom and school objectives. Each day students receive instruction and checkpoints on social skills and cues.



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Various classroom positive behavior techniques are implemented. This can include, but is not limited to, green/yellow/red charts, clip chart, whole class rewards and individual behavior charts. These are designed to strengthen self-regulation and executive function that support students in paying attention, following directions, and self-managing behavior.

PPSEL students discuss, incorporate, and model “Observable Character Traits” throughout the day. Each morning, classrooms start with an Opening Circle to discuss the data based on their character successes and obstacles.

Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards.

### 3. Language and Comprehension Development: (Based on State Standards)

Expeditionary Learning is an integrated literacy model, which means that in addition to regular literacy instruction, literacy skills are interwoven into all content areas throughout the day. All staff, whether classroom teachers or other staff, receive instruction on literacy and literacy integration. Consistent progress monitoring is done to track growth.

Students have consistent access to digital programming options that support the development of reading, language and comprehension skills.

The DIBELS-Next assessment is administered 3 times per year. Any student who does not meet the grade level benchmark is progress monitored every 2 weeks. Students not meeting benchmark are further assessed to determine the literacy area of greatest need. Diagnostic assessment tools include, but are not limited to, BURST and DIBELS Deep.

Students falling below benchmark on two consecutive administrations, with supporting progress monitoring data, are placed on a READ Plan and given an

additional 30 minutes of small group instruction/intervention daily. 4. Cognition and General Knowledge: (Based on State Standards)

Students receive daily math instruction. PPSEL utilizes a curriculum that addresses the Colorado State Standards. Differentiated small group instruction is a component of a daily workshop time where specific student needs are addressed. Specific work with number sense is incorporated daily.

PPSEL students receive in depth science and social studies lessons as part of the school curriculum (“Expeditions”). Expeditions are long-term, in-depth, integrated units that are based on Colorado State Standards and allow for high student engagement.





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Students are assessed three times per year using, but not limited to, common school assessments. These assessments are vertically aligned to all grades and based on Colorado State Standards.

Assessment information is gathered from formal and informal assessments and classroom teacher observations based on appropriate developmental guidelines and Colorado State Standards.

Methods and assessments used by PPSEL are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality of the standards established in State Statute 22-7- 1014(2)(a)

**Duration of the Waiver:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waiver will have no financial impact on the Falcon 49 School District or the PPSEL budget.

**How the Impact of the Waiver will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in PPSEL's charter school contract.

**Expected Outcome:** With this waiver, Pikes Peak School of Expeditionary Learning will be able to continue providing quality programming and appropriate assessments and support that ensure high levels of student success.

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Rationale and Replacement Plan for Waiver Request C.R.S. 22-2-112(1)(q)(l) Commissioner – Duties

**Rationale.** Pikes Peak School of Expeditionary Learning (PPSEL) has established a performance evaluation system and received a waiver from CRS 22-9-106 enabling its use of that system. Due to this prior waiver, PPSEL should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by CRS 22-2-112 (1)(q)(l).

**Replacement Plan.** If granted this waiver PPSEL will not be required to report their teacher evaluation data. However, the data provided by PPSEL's teacher evaluation system is a critical component in the decision-making process for retention, promotion and placement of the school's teachers. In addition, the evaluation data is used to inform professional development decisions for each teacher.

**Duration of the Waiver.** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2022.

**Financial Impact:** PPSEL anticipates that the requested waiver will have no financial impact on the Falcon 49 School District or the PPSEL budget.



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**How the Impact of the Waiver will be Evaluated.** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in PPSEL's charter school contract.

**Expected Outcome.** With this waiver, the school will be able to spend more time reviewing the teacher evaluation data for important, internal use to promote good teaching.

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Automatic Waivers

## **AUTOMATIC DISTRICT WAIVERS**

AD- Educational Philosophy/School District Mission DJB- Purchasing Procedures

DKA- Payroll Procedures/Schedules

DKB- Salary Deductions

DKC – Expenses Authorization/Reimbursement

EBCE – School Closings and Cancellations

EBCE-R- District-wide Closure Procedures for Employees EEAA- Walkers and Riders

FF-R – Naming of Facilities FF/FF/r – Facility Naming

GBEBA- Staff Dress, Accessories, and Grooming for Certificated Staff (Teachers) GBEBA-R- Staff Dress, Accessories, and Grooming for Certificated Staff (Teachers) Procedures

GBEBB- Dress Code for Non-Teaching Staff

GBGA – Staff Health

GBGB – Staff Personal Security and Safety

GBJ – Personal Records and Files

GBK – Staff Concerns/Complaints/Grievances

GC – Professional Staff

GCB- Professional Staff Contracts and Compensation

GCBC - Professional Staff Supplementary Pay Plans/Overtime (Athletic Coaches)

G CBD - Professional Staff Fringe Benefits

GCCAF – Instructional Staff Sabbaticals

GCCAG - Instructional Staff Restoration of Health Leave

GCCBA – Administrative Staff Sick Leave

GCCBB - Administrative Staff Personal/Emergency/Legal/Religious Leave

GCCBC - Administrative Staff Maternity/Paternity/Parental Leave

GCCBE - Administrative Staff Conferences/Training Workshops

GCCBF – Administrative Staff Sabbaticals

GCCBG - Administrative Staff Restoration of Health Leave

GCCBH - Administrator General Leave of Absence



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GCCBJ - Administrative Staff Elective Office Leave Charter School Application Guide 42 for schools to open 2013-14

GCD - Professional Staff Vacations and Holidays

GCF – Professional Staff Hiring

GCF – 2 – Professional Staff Hiring (Athletic Coaches)

GCID and GCID–R- Professional Staff Training, Workshops and Conferences and Associated Procedures

GCOC and GCOC-R – Evaluation of Administrative Staff

GCP - Professional Staff Promotion and Reclassification

GDA – GDQD-R – Support Staff Policies

IC/ICA – School Year/School Calendar

IE - Organization of Instruction

IGD – Curriculum Adoption

IJJ and IJJ-R - Textbook Selection and Adoption

KCD – Public Gifts/Donations to Schools