



# PIKES PEAK

SCHOOL OF EXPEDITIONARY LEARNING

## Pikes Peak School of Expeditionary Learning (PPSEL): Rationale and Replacement Plan for Waivers from State Statute and Rule

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Automatic Waivers	
<u>State Statute Citation</u>	<u>Description</u>
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance



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C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act-Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays



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

C.R.S. 22-2-112(1)(q)(I) Commissioner – Duties—Reporting

**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)(I).

**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 Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 Waivers 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 effective teaching.

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

C.R.S. 22-9-106 Local boards of education--duties--performance evaluation system  
C.R.S. 22-9-107 School district personnel performance evaluation councils--duties



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**Rationale:** PPSEL will be responsible for its own personnel matters, including supervision and evaluation of personnel and the method for conducting such evaluations.

**Replacement Plan:** PPSEL will use the National Core Practice Benchmarks of Expeditionary Learning Schools to evaluate the effectiveness of personnel.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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.

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

C.R.S. 22-32-109 (1)(b) School district boards—specific duties—adopting policies prescribing rules and regulations for the administration of the district, including competitive bidding.

**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 Executive Director of PPSEL will prescribe rules and regulations.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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.

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

C.R.S. 22-32-109 (l)(f) Boards of Education—Specific Duties

**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 Executive Director 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.



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**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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.

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

C.R.S. 22-32-109(1)(n)(I) Local board duties concerning school calendar;  
C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours; and,  
C.R.S. 22-32-109(1)(n)(II)(B), Adopt district calendar.

**Rationale:** As the charter school PPSEL is responsible for its own program of instruction and administration, the establishment of the school calendar and the determination of teacher-pupil contact hours covering the school's activities should rest with PPSEL's Board of Directors rather than with the District as a whole, provided that the calendar meets or exceeds the statutory requirements for minimum hours of attendance. While PPSEL's calendar generally is very similar to District 49, PPSEL wants the flexibility to adjust its calendar as circumstances dictate.

**Replacement Plan:** PPSEL will construct its own school calendar and devise its own schedule of contact hours, but will generally follow District decisions regarding delays and closures due to inclement weather conditions.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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:** A school calendar that is designed to maximize teacher-student contact time should lead to improved results.

**Expected Outcome:** Greater flexibility in PPSEL’s program.

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

C.R.S. 22-32-110(1)(h) Board of Education—specific powers

**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 Executive Director 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.

**Replacement Plan:** PPSEL will be responsible for these matters rather than the District.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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.

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

C.R.S. 22-32-110(1)(i) Board of education, specific powers – reimburse employees for expenses



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<p><b>Rationale:</b> This section of law applies only to employees of a district. Charter schools, by virtue of the Charter Schools Act, are responsible for their own personnel and budget. It is the responsibility of the charter school’s governing body to set its own policy regarding reimbursement.</p>
<p><b>Replacement Plan:</b> PPSEL’s Board will decide the terms and conditions applicable to expenses of employees and reimbursement.</p>
<p><b>Duration of Waivers:</b> PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.</p>
<p><b>Financial Impact:</b> PPSEL anticipates that the requested waiver will have no financial impact on the Falcon 49 School District or the PPSEL budget.</p>
<p><b>Replacement Plan:</b> PPSEL’s Board will decide the terms and conditions applicable to expenses of employees and reimbursement.</p>
<p><b>Expected Outcome:</b> Greater efficiency and autonomy.</p>

Non-Automatic Waivers: Statute Description and <b>Rationale</b> and <b>Replacement Plan</b>
<p>C.R.S. 22-32-110(1)(k) Board of education – powers- policies/regulations re: employee training</p>
<p><b>Rationale:</b> Provision relates to district personnel, which is not the case with a charter school, responsible under the Charter Schools Act for its own personnel. Because of PPSEL’s alignment with Expeditionary Learning, PPSEL teachers must be grounded in the methods and techniques associated with this model of learning. Further, the hourly schedule and course content demands might preclude PPSEL personnel from attending District training</p>
<p><b>Replacement Plan:</b> PPSEL’s teachers will undergo rigorous training in the methods and techniques associated with Expeditionary Learning. PPSEL will take advantage of training opportunities offered by the District to the extent possible, or deemed beneficial by PPSEL administration, under its own program time and schedule constraints.</p>





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**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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:** Waiver should allow PPSEL to maximize its own training, and therefore gain the benefits of this experience, resulting in higher student performance and standard accomplishment.

**Expected Outcome:** Teachers will be better versed in Expeditionary Learning methodology and practices.

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

C.R.S. 22-32-110(1)(ee) Board of education – powers – employed teachers aides and other non-certified personnel.

**Rationale:** The Charter Schools Act grants to charters the power to hire and fire its own personnel. Therefore, PPSEL should have the recognized power to employ teachers' aides. Further, for a charter school to take advantage of expertise, it is often necessary to hire non-certified personnel to fill certain positions that add to possibility of enhanced student performance.

**Replacement Plan:** PPSEL does not expect to hire, on a continuing basis, individuals that are not certified. However, it will avail itself of selecting the overall best candidate to meet the needs of the school in any particular area.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 can only be evaluated after a period of increased student performance.

**Expected Outcome:** PPSEL will have the advantage of hiring particular skill sets rather than strictly adhering to certification standards in order to get the right individual to fill a need.



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<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
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C.R.S. 22-32-109(1)(t) Determine educational program and prescribe textbooks
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<b>Rationale:</b> The District has approved PPSEL’s educational program by virtue of accepting and approving the renewal application material and concluding a Charter Contract. However, as PPSEL has chosen its curricula to fulfill that program, it has also undertaken to use texts and materials that support and enable the instruction of the selected curricula. Therefore, PPSEL must have the flexibility to prescribe textbooks and teaching materials that meet its educational needs as well as meet state standards.
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<b>Replacement Plan:</b> PPSEL will purchase textbooks and supplemental material in accordance with the needs of its instructional curricula.
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<b>Duration of Waivers:</b> PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.
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<b>Financial Impact:</b> 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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<b>How the Impact of the Waiver Will Be Evaluated:</b> Student progress in meeting standards will be periodically evaluated. If lack of progress on an individual or group basis is noted, supplemental materials will also be reviewed with an eye to correcting noted deficiencies.
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<b>Expected Outcome:</b> Higher levels of student achievement.
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<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
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C.R.S. 22-32-126 Principals-Employment & Authority
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<b>Rationale:</b> 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
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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 Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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 Executive Director, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

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

C.R.S. 22-63-201 Employment—license required

**Rationale:** PPSEL should be granted the authority to hire teachers and administrators 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 administrators 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.



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**Replacement Plan:** PPSEL finds it advantageous to be able to hire teachers and/or administrators who possess a unique background and/or skills or fill the need of PPSEL in a unique way. Therefore, PPSEL will also have the option to hire staff that meet its needs. PPSEL will hire staff that meet one of the 4 requirements to be considered “in-field” as defined by Every Student Succeeds Act (i.e. Endorsement on a Colorado teaching license, degree (B.A. or higher), 36 semester credit hours or passing score on a State Board of Education approved content exam. All staff will still be required to hold a degree (B.A. or higher).

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

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

**Expected Outcome:** PPSEL will be able to select, employ and monitor the performance of its own teachers based selected based on multiple factors including past performance and specialized expertise.

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

C.R.S. 22-63-203 Probationary teachers - renewal and nonrenewal 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.



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**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 these waivers will 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.

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

C.R.S. 22-63-206 Transfer-Compensation

**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 Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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.



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

C.R.S. 22-63-301 Transfer Employment—Grounds for dismissal.  
C.R.S. 22-63-302 Teacher Employment—Judicial Review

**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 Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 these waivers 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 these waivers, PPSEL will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

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

C.R.S. 22-63-401 Salary Schedules—adoption—changes

**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.



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**Replacement Plan:** PPSEL will adopt its own salary schedule. PPSEL will set competitive rates for each level of teachers it employs. PPSEL’s Executive Director 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 Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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 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.

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

C.R.S.22-63-402 Services – disbursements

**Rationale:** This provision bars a district from paying a teacher who does not hold a valid Colorado teaching license. However, “automatic” waivers already granted by Colorado, at the direction of the Legislature, allow charter schools to employ teachers and other personnel without those individuals holding a license/certificate. Further, PPSEL is responsible for its own budget and financial operations under the Charter Schools Act. This provision does not bar charter schools, rather it bars a district. Additionally, PPSEL, because of the unique nature of its educational program, seeks to attract principals and teachers from a variety of backgrounds, including, but not limited to, teachers from out-of-state, teachers without a 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.



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**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 to fill the needs of the school. In any case, all classroom teachers will meet Highly Qualified status.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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:** Granting this waiver will help to make certain that outside parties do not misinterpret the intent of this provision of law, helping to fulfill the intent of the Legislature in creating the Charter Schools Act.

**Expected Outcome:** Granting of this waiver will allow PPSEL to attract the kind of talent necessary to better perform its educational mission and improve student performance.

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

C.R.S. 22-63-403 Payment of salaries

**Rationale:** This provision speaks to teacher contract termination and pay in a traditional public school setting within a school district. The normal teacher contract runs for a year, but the teacher does not “work” a full year, enjoying vacation time while students are in summer recess. In that the Charter Schools Act gives charter schools the power to manage their own personnel function, PPSEL, like other charters, has a different approach. PPSEL’s teachers, employed on an “at-will” basis, are expected to be present for work the entire year, unless they have been specifically excused from participation in expected and required activities. Generally, under such conditions, teachers are paid on a monthly basis in 12 equal disbursements.





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**Replacement Plan:** PPSEL will make its pay arrangements evident in its teacher Handbook. Any early terminations or dismissals will be handled on a case-by-case basis, but in the normal course of events (unless there exist very unusual circumstances), pay will stop at or near the time of the dismissal. PPSEL's Executive Director will review and approve any peculiar arrangements under the direction of PPSEL's Board of Directors.

**Duration of Waivers:** PPSEL requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2027.

**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:** Granting this waiver will serve to protect PPSEL from misguided legal assault. Employees of PPSEL will be made aware of, and understand fully, the conditions of their employment.

**Expected Outcome:** Granting this waiver will likely lead to a more attractive work environment for PPSEL's personnel.