



STARGATE SCHOOL

INSPIRING SUCCESS IN THE MINDS AND HEARTS OF GIFTED CHILDREN SINCE 1994

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Stargate School

School Address: 14530 Washington St, Thornton, CO 80023

Prepared by: Josh Cochran

Preparer's Phone Number 303-450-3936

Preparer's Email Address josh.cochran@stargateschool.org

Charter School Contact: Josh Cochran

Charter School Contact Email Address josh.cochran@stargateschool.org

AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

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

Rationale: The Stargate School 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 CABOD must also have the ability to perform the evaluation for the Headmaster or designated Principal.

Plan: Stargate School uses its own evaluation system as agreed to in the Charter School Agreement with Adams 12 School District. Stargate School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Stargate School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191.

Duration of the Waivers: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: Stargate School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the Stargate School budget.



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How the Impact of the Waivers will be Evaluated: Stargate School's Key Performance Indicators include *average overall teacher evaluation scores for three teacher groupings: all, ≤ 3 yrs experience, > 3 yrs experience.* This indicator will be measured annually and rated by the Governance Board.

Expected Outcome: With this waiver, the school will be able to implement Research Based evaluations based upon Stated approved rubrics. Our program follows the guidelines of SB 191 and is in accordance with Educator Effectiveness, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

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: Stargate School 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, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the administration and Board of Directors of Stargate School. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All Stargate staff will be employed on an at-will basis. **Replacement Plan:** Stargate School will be responsible for these matters rather than the Adams 12 School District. Stargate School uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for five academic years, through June 30, 2019.

Financial Impact: Stargate School anticipates that the requested waiver will have no financial impact upon the Adams 12 School District. The school 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 the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school 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. §22-32-109(1)(n)(I) Board of Education- Specific Duties

School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties

Adoption of District Calendar

Rationale: The school year at Stargate School will total approximately 173 days per year which exceeds the current requirement in state statute. Stargate School will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Stargate School will have a calendar that differs from the rest of the schools within the district.

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

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract



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with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

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

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties

Teacher Pupil Contact Hours

Rationale: Stargate School will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Stargate School will prescribe the actual details of teacher-pupil contact hours instead of the Adams 12 School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

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

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

Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The Adams 12 School District has granted to the Board of Directors of Stargate School the authority to determine the educational program and textbooks to be used in the school. The Adams 12 School District retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The Stargate School educational program and curriculum is detailed in this Charter application.

Duration of the Waiver: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: Stargate School anticipates that the requested waivers will have no financial impact upon the Adams 12 School District or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Stargate School, as per this Charter School Agreement.



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Expected Outcome: The school expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school.

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

(delegation) Makes Board of Education responsible for terminating personnel.

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

(delegation) Reimburse employees for expenses

C.R.S. §22-32-110(1)(j) Local Board Powers

(delegation) Procure life, health, or accident insurance

C.R.S. §22-32-110(1)(k) Local Board Powers

(delegation) Policies relating to in-service training and official conduct

C.R.S. §22-32-110(1)(ee) Local Board Powers

(delegation) Employ teachers' aides and other non-certified personnel

Rationale: Stargate School 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, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the Principal or authorized Principal and Board of Directors of Stargate School. The success of Stargate School 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 Stargate School staff will be employed on an at-will basis.

Replacement Plan: Stargate School will be responsible for these matters rather than the Adams 12 School District. Stargate School uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Adams 12 School District or the school. Stargate School 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 the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school 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: Stargate School will be responsible for its own personnel matters, including employing the Executive Director or designated Principal, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Executive Directors employed at Stargate School will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the Adams 12 School District to the Board of Directors of Stargate School. The success of this school will depend in large part upon its ability to select and employ its own principal/executive director and staff in accordance with this Charter School Agreement and the goals and objectives of the school.



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Replacement Plan: The school will be responsible for these matters rather than the Adams 12 School District. The school's principal/executive director and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Adams 12 School District. Stargate School 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 the school, as set forth in this Charter School Agreement.

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 by the Charter School Agreement.

C.R.S. §22-33-104(4)

Compulsory School Attendance

Rationale: Stargate School will be responsible for creating the written policy setting forth the school's attendance requirements. The Adams 12 School District reserves the right to approve the plan once it has been created

Replacement Plan: Stargate School will be responsible for creating the written attendance policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

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

C.R.S. § 22-63-201 Employment . Certificate required

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

C.R.S. § 22-63-402 Services . Disbursements

(substantive) Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

C.R.S. § 22-63-202, C.R.S. Teacher employment, contracts in writing-duration-damage provision

Rationale: Stargate School 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 the school's chief executive officer. The school will seek to attract principals/headmasters and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience.



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All employees of Stargate School will be employed on an at-will basis. All employees of Stargate School will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

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

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

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

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

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

C.R.S. § 22-63-403 Payment of Salaries

(substantive) Governs payment of salaries upon termination of employment of a teacher.

Rationale: Stargate School should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at Stargate School. All employees of Stargate School will be employed on an at-will basis.

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

Duration of the Waivers: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

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



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C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

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

Rationale: Stargate School is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Adams 12 School District should not have the authority to transfer its teachers into Stargate School or transfer teachers from Stargate School to any other schools, except as provided for in the Charter School Agreement.

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

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Stargate School, as set forth in this Charter School Agreement.

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

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.

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

Replacement Plan: Continued employment in the school shall be subject to a twice yearly satisfactory performance evaluation, although all employees of Stargate School will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Stargate School.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waivers are requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District or Stargate School. The school 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 the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.



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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: Stargate School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the Adams 12 School District and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Stargate School will set competitive rates for each level of teachers it employs. Stargate School's Principal or designated Principal will determine the placement of teachers.

Duration of the Waiver: Stargate School requests that the waivers be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Adams 12 School District. Stargate School 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 Stargate School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Stargate School 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 (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: Stargate School will be operating independently from other schools in the Adams 12 School District and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of Stargate School will adopt policies and the Principal or designated Principal of Stargate School will prescribe rules and regulations.

Duration of the Waiver: Stargate School requests that the waiver be for the duration of its contract with the Adams 12 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2019.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Adams 12 School District. Stargate School 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 Stargate School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Stargate School 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.

Attachment 6: Automatic Waivers of State Laws

1. C.R.S. §22-9-106. Local board duties concerning performance evaluations for licensed personnel
2. C.R.S. §22-32-109 (1)(f). Local board duties concerning selection of personnel and pay
3. C.R.S. §22-32-110 (1)(h). Local board powers concerning employment termination of school personnel
4. C.R.S. §22-32-126. Employment and authority of principals
5. C.R.S. §22-63-201. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception
6. C.R.S. §22-63-202. Teacher employment, compensation and dismissal act of 1990; contracts in writing – duration – damage provision
7. C.R.S. §22-63-203. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract
8. C.R.S. §22-63-206. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation
9. C.R.S. §22-63-301. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
10. C.R.S. §22-63-302. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
11. C.R.S. §22-63-401. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
12. C.R.S. §22-63-402. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
13. C.R.S. §22-63-403. Teacher employment, compensation and dismissal act of 1990; payment of salaries