

## Request for Waiver of Colorado Revised Statutes

### Basic Information:

**School Name:** Lincoln Academy Charter School

**School Address:** 7180 Oak Street, Arvada CO 80003

**Charter School Contact:** Janelle Johnson

**Charter School Contact Email Address:** janelle.johnson@jeffco.k12.co.us

**District Contact:** Tom McMillen

**District Contact Email Address:** tom.mcmillen@jeffco.k12.co.us

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### Automatic Waivers

<b>C.R.S. § 22-32-109(1)(f)</b>	Local board duties concerning selection of staff and pay
<b>C.R.S. § 22-32-109(1)(t)</b>	Determine educational program and prescribe textbooks
<b>C.R.S. § 22-32-110(1)(h)</b>	Local board powers - Terminate employment of personnel
<b>C.R.S. § 22-32-110(1)(i)</b>	Local board duties - Reimburse employees for expenses
<b>C.R.S. § 22-32-110(1)(j)</b>	Local board powers - Procure life, health, or accident insurance
<b>C.R.S. § 22-32-110(1)(k)</b>	Local board powers - Policies relating the in-service training and official conduct
<b>C.R.S. § 22-32-110(1)(ee)</b>	Local board powers - Employ teachers' aides and other non-certificated personnel
<b>C.R.S. § 22-32-126</b>	Employment and authority of principals
<b>C.R.S. § 22-33-104(4)</b>	Compulsory school attendance - Attendance policies and excused absences
<b>C.R.S. § 22-63-301</b>	Teacher Employment Act - Grounds for dismissal
<b>C.R.S. § 22-63-302</b>	Teacher Employment Act - Procedures for dismissal of teachers
<b>C.R.S. § 22-63-401</b>	Teacher Employment Act - Teachers subject to adopted salary schedule
<b>C.R.S. § 22-63-402</b>	Teacher Employment Act - Certificate required to pay teachers
<b>C.R.S. § 22-63-403</b>	Teacher Employment Act - Describes payment of salaries
<b>C.R.S. § 22-1-112</b>	School Year-National Holidays

## **Non-Automatic Waivers**

<b>C.R.S. § 22-9-106</b> <b>C.R.S. § 22-2-112(1)(q)(l)</b>	Performance Evaluation System Commissioner Duties
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**Rationale:** The charter school leader must have the ability to perform the evaluation of all personnel. The board of directors must also have the ability to perform the evaluation for the school leader or designated school leader. Additionally, Lincoln Academy Charter School will not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(l).

**Replacement Plan:** The charter school employs its own personnel and evaluates their performance regularly. Teachers are held accountable to the principal or to his or her designee. Lincoln Academy Charter School uses its own evaluation system as agreed to in the Charter School Agreement. At a minimum, Lincoln Academy's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Lincoln Academy's evaluation system include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Additionally, the board of directors will evaluate the school leader or designated school leader at least once a school year. Lincoln Academy will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to enhance the implementation of programs and curriculum, provide a basis for the improvement of instructions, provide a measurement of satisfactory or unsatisfactory performance and serve as a measurement for professional growth and development.

**Financial Impact:** Lincoln Academy Charter School anticipates that the requested waivers will have no financial impact upon the school or the District.

**Duration of the Waivers:** We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

**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 all schools, as set forth in the Charter School Agreement.

**Expected Outcome:** With this waiver, Lincoln Academy Charter School will be able to hire, evaluate and retain high quality personnel that align with the school's mission and vision supporting our Charter School Agreement.

<b>C.R.S. § 22-32-109(1)(b)</b>	Competitive Bidding
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Rationale: The charter school is responsible for its own financial operations, which includes the requirement to comply with competitive bidding laws. The school has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan: The charter school maintains a business office that complies with federal and state financial laws as evidenced through policy adopted by the board of directors and/or protocols administered under the guidance of the principal.

Financial Impact: Lincoln Academy Charter School anticipates that the requested waiver will have no financial impact upon the school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: Lincoln Academy Charter School will be able to conduct its own competitive bidding process, ensuring the highest quality and best priced options for the charter school.

<b>C.R.S. § 22-32-110(1)(y)</b>	Accepting gifts, donations or grants
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Rationale: The charter school is responsible for its own financial operations, which includes the requirement to comply with laws regarding the acceptance and use of donations. The board of directors has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan: The charter school maintains a business office that complies with federal and state financial laws as evidenced through policy adopted by the board of directors and/or protocols administered under the guidance of the principal.

Financial Impact: Lincoln Academy Charter School anticipates that the requested waiver will have no financial impact upon the School or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: Lincoln Academy Charter School will be able to follow its own procedures for the acceptance and use of donations.

<b>C.R.S. § 22-32-109(1)(n)(I)</b> <b>C.R.S. § 22-32-109(1)(n)(II)(A)</b> <b>C.R.S. § 22-32-109(1)(n)(II)(B)</b>	Board of Education - Specific Duties: School calendar, contact hours, and district calendar
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Rationale: The charter school is responsible for its own operations, which includes the school calendar and ensuring the minimum number of teacher-pupil contact hours. Responsibility for compliance with these laws rests with the principal and is supported by the governing board.

Replacement Plan: The governing board has policies to ensure compliance with these state laws. The school will develop a school day and school calendar that meets or exceeds the minimum expectations as outlined by the statute.

Financial Impact: Lincoln Academy Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: Lincoln Academy Charter School will be able to operate with its own calendar in alignment with its approved educational program as well as meet or exceed required student contact hours.

Rationale: The charter school should be granted the authority to hire teachers and school leaders that will support the school's goals and objectives. The school recognizes the value of state teacher certification and will require teachers to attain their license within 3 years of their start date.

Replacement Plan: The charter school will seek to attract school leaders 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 the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement as this is a federal requirement. The school acknowledges that it will nevertheless have to report the number of teachers "in-field"/"out-of-field" and years of experience of teachers.

Financial Impact: Lincoln Academy Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: Lincoln Academy Charter School will be able to hire, evaluate and retain quality personnel that align with the school's mission and vision supporting our Charter School Agreement.

<p><b>C.R.S. § 22-63-202</b>  <b>C.R.S. § 22-63-203</b>  <b>C.R.S. § 22-63-205</b>  <b>C.R.S. § 22-63-206</b></p>	<p>Teacher employment, compensation, dismissal act, and exchange of teachers.</p>
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Rationale: The Lincoln Academy Charter School, via the Charter School Agreement, has been granted the authority to hire and evaluate personnel. Its status as a charter school makes these teacher employment, compensation and dismissal act provisions irrelevant. Additionally, the authorizer should not have the authority to transfer its teachers into or out of the charter school, except as provided for in the Charter School Agreement.

Replacement Plan: The charter school will employ its own personnel, which includes evaluating their performance and compensation. In addition, Lincoln Academy understands that all core content teachers still must meet the Highly Qualified requirements. There is no provision of transfers.

Financial Impact: Lincoln Academy Charter School anticipates that the requested waivers will have no financial impact upon the charter school or the District.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: Lincoln Academy Charter School will be able to hire, evaluate and retain quality personnel that align with the school’s mission and vision supporting our Charter School Agreement.

<b>C.R.S. § 22-32-119</b>	Kindergartens
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Rationale: Lincoln Academy will be responsible to establish and maintain its own kindergarten for the instruction of children one year prior to the year in which such children will be eligible for admission to the first grade.

Replacement Plan: Lincoln Academy will be responsible for these matters rather than the District. The principal will determine the courses of training, study, discipline and rules and regulations governing such kindergarten programs that meets or exceeds state statute.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Jefferson County School District or Lincoln Academy.

Duration of the Waivers: We formally request the waiver be in effect for the duration of our contract with Jefferson County School District R-1. Therefore, the waiver is requested through June 30, 2025.

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 all schools, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers the school will determine its own courses of training, study, discipline and rules and regulations governing the kindergarten program.