

# Waivers

## REQUEST FOR WAIVER OF GREELEY/EVANS DISTRICT 6 BOARD OF EDUCATION POLICY

Pursuant to the Charter Schools Act, the Salida del Sol Academy (SDSA) requests waivers of certain school policies. Each policy is identified and the reason for each request given, as well as a replacement plan. The waivers will enable SDSA to better meet its mission, goals and objectives, and implement its education program. Many policies will be implemented prior to the start of school operations. Many have been completed and approved by our Board to date. Replacement policies will be developed to be consistent with the philosophy of SDSA and in accordance with the charter school contract prior to the start of operations. It is anticipated that the School District Policy format will be used to categorize policies.

Non-policy items (i.e., regulations, procedures, guidelines, forms, etc.) specific to policies for which SDSA has requested waivers are assumed to be waived as well, unless otherwise noted. Therefore, non-policy items are not generally included in the list below. Where a District policy waiver has not been requested but SDSA intends to use a different procedure, form, etc., for implementing said policy, the rationale for the different procedure is specified below. Finally, SDSA is requesting a waiver for all policies covered under the automatic waivers considered automatically granted by statute. SDSA also reserves the right to identify, during its implementation period, those Colorado Revised Statutes that are impediments to effective operation and to request waivers of those statutes, as specified in C.R.S. § 22-2-117 and 22-30.5-104 (6) and 22-30.5-105 (3).

Note – unless otherwise noted, the following language applies to each of the policy waiver requests:

**Duration of the Waivers:** The SDSA requests that the waiver be for the duration of its contract with the Greeley/Evans School District 6.

**Financial Impact:** The SDSA anticipates that the requested waiver will have no financial impact upon the Greeley/Evans School District 6 or the SDSA budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to the Academy, as set forth in the Charter School Application for Salida del Sol Academy dated July1, 2013.

Below are the specific waivers from District policy that Salida del Sol (SDSA) is requesting.

## **SECTION A: GOVERNANCE**

AC Nondiscrimination/Equal Opportunity, AC-E-1 nondiscrimination/equal opportunity, ACE nondiscrimination on the basis of disability

Delegative:

Rationale: SDSA will be responsible for its own governance and operations. SDSA must have the ability to implement this District policy in its operations.

Plan: SDSA will fully comply with all federal and state laws regarding nondiscrimination and equal opportunity.

Expected Outcome: As a result of this waiver, the Academy will be able to manage its compliance with existing nondiscrimination and equal opportunity regulations and laws.

AC-R Employee Discrimination Harassment Reporting and Investigation Procedures, ACE-E-1 compliance officer, ACE-R complaint process

Substantive:

Rationale: SDSA will be responsible for its own governance and operations. SDSA must have the ability to choose its own governance structure and manner of operations.

Plan: SDSA has its own discrimination/harassment reporting and investigation procedures, as outlined in the Employee Handbook (which will be developed) and adopted Board Handbook in our application. We believe it is substantially in alignment with the intent of District policy AC.

Expected Outcome: As a result of this waiver, the Academy will be able to implement its own discrimination/harassment reporting and investigation procedures as set forth in the Charter School Application Board Handbook.

AD School District Mission; ADA School District Educational Objectives

Substantive:

Rationale: SDSA has its own unique Vision and Mission, which are integral to the SDSA Charter Application and the nature of the school. The Academy will be operating independently from other schools in the district and has defined its own educational philosophy and mission in its Charter Application.

Plan: SDSA fully supports the contents of this District policy, and we believe this is demonstrated in our charter application.

Expected Outcome: As a result of this waiver, the Academy 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 Application.

#### ADC-Tobacco-Free Schools

Delegative:

Rationale: The Academy will be operating independently from other schools in the district and should be delegated the authority to implement a Tobacco-Free policy.

Plan: SDSA will fully comply with Colorado statute regarding a Tobacco-Free School, but will implement this policy itself.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to manage its Tobacco-Free School policy, subject to the limitations in the Charter School Agreement.

#### ADD Safe Schools Plan

Substantive:

Rationale: Prior to the opening of school, SDSA will develop a Safe School Plan and should be granted authority to develop, adopt, and implement its own disciplinary policy subject to the limitations in the Charter School Agreement.

Plan: SDSA will develop a Safe School Plan that addresses conduct, discipline codes, policies and procedures for dealing with disruptive students, anonymous student reporting, bullying prevention, formation of a threat assessment team, formation of a violence prevention program, development of an emergency crisis plan and crisis manual, and compliance with the Gun-Free Act (Rosenlund, S. et al, 2007). SDSA will ensure that the Safe School Plan is addressed in parent handbooks, staff handbooks, and the SDSA crisis manual. The following areas will be addressed in SDSA's Safe School Plan, tailored to the unique factors of the SDSA facility: implementing codes of conduct, maintaining a Safe School Plan, using a bully-prevention program and violence prevention program, and having an effective emergency crisis plan; using effective procedures for dealing with disruptive students and overcoming "codes of silence"; using mechanisms for students to anonymously report worrisome behavior/conduct; and maintaining compliance with the Gun Free Act and using a threat assessment team to evaluate all reported threats (Safe Schools Act 4.01).SDSA will use this District policy as a model for developing its own Safe Schools Plan, but will make some changes to address the unique aspects of the SDSA model. In particular, SDSA may use a different bully-prevention plan than that specified by this District policy, although there may be other minor changes.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to manage its own Safe School Plan, subject to the limitations in the Charter School Agreement.

## ADF School Wellness; ADF-R School Wellness

**Substantive:** Prior to the opening of school, SDSA will develop a School Wellness Plan and should be granted authority to develop, adopt, and implement its own policy for developing lifelong wellness behaviors subject to the limitations in the Charter School Agreement.

**Rationale:** SDSA anticipates that 85% of its students will qualify for free and/or reduced lunch programs. SDSA will contract with SD6 for food services upon approval of the Charter Application. SDSA will be implementing a physical activity component to its curriculum. SDSA would evaluate and consider any reports that would be made by the Wellness Policy Committee concerning lifelong healthy habits and physical activity. Given the school's size as well as the source of its food services, it does not appear necessary to hire a separate registered dietitian or wellness specialist.

**Plan:** SDSA will evaluate and consider any reports made by these District committees if such reports would be applicable to SDSA and implement those appropriate to its school.

**Expected Outcome:** The Academy expects that as a result of this waiver it will be able to manage its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

## AE Accountability/Commitment to Accomplishment; AE-R Accountability/Commitment to accomplishment

**Substantive:**

**Rationale:** The Academy will be operating differently from other schools with a unique curriculum and will accept responsibility for all facets of school operations and programs.

**Plan:** SDSA will create a School Accountability Committee (SAC), as required by Colorado statute. SDSA's policy will adhere to the spirit of this District policy, and will suit the needs of a small school. SDSA is interested and willing to send an SDSA representative to the District's Accountability Committee Meetings.

**Expected Outcome:** The Academy expects that as a result of this waiver it will be able to manage its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

## AEA Standards Based Education; AED Accreditation

**Delegative:**

**Rationale:** As presented within the SDSA charter document and pursuant to statutory authority, SDSA will design its own educational programs, curriculum, instructional and evaluation

procedures, as well as teaching methods. All instructional resources and materials will be approved by the Board of SDSA. Curriculum design, implementation and review will be a continuous process. SDSA curriculum will ensure fulfillment of the Colorado Academic Standards for grades K-8.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to manage its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

## **SECTION B: BOARD OF EDUCATION**

BBA School Board Powers and Responsibilities; BBBA board member qualifications; BC School Board Member Conduct; BC\_R School Board member conduct; BCA-E-@ code of ethics for school board members; BCA-E-2 board member code of ethics; BCB school board member conflict of interest; BCC violations of policy by a board member.

Delegative:

Rationale: As a whole the Section B Policies of SD 6 are good guidelines for its own board functions. SDSA is its own entity and has developed policies regarding the above in the SDSA Board Bylaws.

Plan: SDSA will comply with the spirit of this District Policy.

Expected Outcome: As a result of this waiver SDSA will be able to integrate the guidance within this policy to improve the conduct of Governing Board meetings.

BDA Board Organizational meeting; BDB Board Officer; BDF advisory committees; BE school board meetings; BEC executive sessions; BEDA notification of school board meetings; BEDB agenda; BEDB-E agenda, BEDB-R agenda (placing an item on the agenda);BEDD rules of order; BEDF voting method; BEDG minutes; BEDH public participation at board meetings; BEDH-R public participation at board meetings (addressing the board); BG school board policy process; BIBA school board conference, conventions and workshops; BID/BIE school board member compensation/expenses/insurance/liability; DBF advisory committees.

Delegative:

Rationale: SDSA has created bylaws and formed a founding board. SDSA is its own entity and has developed policies regarding board meeting policies in its Bylaws. The governance of the charter school should be accomplished by the entity's bylaws through action of its board. Robert's Rules of Order has been adopted as its operating procedures except as otherwise specified by state law or board policies. Amendments of these bylaws may be made through the established format in the bylaws.

SDSA's Governing Board is bound by the same laws regarding open meetings, executive sessions, and notice of meetings as the School District, has integrated this policy into the conduct

of the Governing Board meetings, and will continue to comply with this policy in relation to meetings of the SDSA board. Quorum is defined in the bylaws as well as attendance requirements. Minutes will be taken of each meeting and are made available to the public through an accessible electronic format. The parents and the public are allowed and encouraged to participate at SDSA board meetings. Standing agenda items and timelines mentioned in these District policies are not always ideal for the SDSA board.

Advisory committees that are optional will be created as necessary, but there are anticipated advisory committees. A School Accountability Committee will be formed as required by statute. SDSA recognizes the need for continuous improvement of the board function and to that end has provided substantial reading materials and information to the board including handbooks and copies of all adopted policies. A code of ethics and a conflict of interest policy has been adopted by the SDSA board. SDSA board members will not be compensated for their board service but may be reimbursed from time to time for expenditures made that benefit the entity and upon advance and upon approval by the executive committee of the SDSA board.

Plan: SDSA will comply with the required provisions of these policies while retaining its ability to govern effectively for the unique entity of SDSA.

Expected Outcome: As a result of this waiver SDSA will be able to integrate this policy into the conduct of operating policy for the SDSA board.

BDFC district personnel performance evaluation council

Delegative:

Rationale: The Academy will be operating independently from other schools in the district and should be delegated the authority to develop its own system of evaluation for employees.

Plan: SDSA will evaluate its administrators for the criteria outlined in this district policy, at a minimum. However, SDSA will have its own evaluation regulations and procedures that may differ from those of the district.

Expected Outcome: SDSA expects that as a result of this waiver it will be able to manage its own employee evaluations, subject to the limitations in the Charter School Agreement.

## **SECTION C: GENERAL SCHOOL ADMINISTRATION**

CBA/CBC Qualifications/powers and responsibilities of superintendent; CBB Recruitment of School Superintendent; CBD superintendent's contract; CBF superintendent's contract; CBI evaluation of superintendent; CHCA handbooks and directives.

Rationale: These policies are not applicable to charter schools.

Plan: SDSA will develop similar policies to cover these topics for the Academy Director using these policies as a model.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to develop its own policies for the Academy Director. The Academy expects that as a result of this waiver it will be able to manage its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

## **SECTION D: FISCAL MANAGEMENT**

DA Fiscal management goals/priority objectives; DAB financial administration; DB annual budget; DBD determination of budget priorities; DBG budget adoption process; DBJ budget transfers; DBK fiscal emergencies; DFA/DFAA revenues from investments/use of surplus funds; DB banking services (and deposit of funds); DG-R banking services (and deposit of funds); DGA authorized signature/check writing services; DI fiscal accounting; DID inventories; DIE audit/financial monitoring; DIEE financial oversight advisory committee; DJ/DJA purchasing/purchasing authority; DJE bidding procedures; DJG vendor relations (sales calls and demonstrations); DN school properties disposition.

Delegative:

Rationale: SDSA is a separate entity and will define its own administrative organization. SDSA has an adopted Fiscal Management plan included at Appendix B. It requires an annual budget to be prepared and approved by the SDSA Board in accordance with applicable statutes and not exceeding revenues and use of the beginning fund balance. C.R.S. 22-44-101 through 117 C.R.S. 22-32-109 (1)(b). It will be reviewed by the SDSA Accountability Committee who will make recommendations to the board. C.R.S.

22-11-302 (1)(a) C.R.S. 22-11-402 (1)(a) All fund transfers will be approved by the Board. Reserve balances shall be maintained as required by statute. This reserve shall be calculated annually as of June 30<sup>th</sup>. The SDSA budget will be reviewed through quarterly reports and with an itemized reconciliation. All equipment or materials purchased by SDSA will be purchased and sold in accordance with best practices and guidelines established by the SDSA Board of Directors.

Expected Outcome: The charter contract sets forth the plan for budget negotiations and fiscal reporting complying with district deadlines. The Board of Directors will establish its own business practices and budget priorities.

DEA funds from local tax sources; DEB loan programs (funds from state tax sources)  
This provision does not apply to charter schools.

## **SECTION E: POLICIES SUPPORT SERVICES**

All provisions of Section E

Substantive:

Rationale: SDSA will be responsible for its own governance and operations. SDSA must have the ability to choose its own governance structure and manner of operations.

Plan: The SDSA Governing Board will have responsibility for school building administration, delegated to the Academy Director. SDSA will develop its own plans, including a crisis management plan, to address issues concerning hazardous materials, prevention of disease, security, use and maintenance of materials and equipment. SDSA does not anticipate transporting students on a regular basis at this time but if it does it will develop policies regarding the transportation of students in a safe manner. A separate electronic communication policy has been adopted by the board concerning communications by students and by staff. SDSA as previously noted will develop all the appropriate policies. We believe they will be substantially in alignment with the intent of district policy. Any relevant policies already adopted as covered in this section are attached in Appendix D.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to manage its own School Building Administration, subject to the limitations in the Charter School Agreement.

## **SECTION F: FACILITIES**

FB Facilities Planning;FD facilities funding;FD-R facilities funding; FF naming of a school or facility; FF-R Naming of a school or a facility

Delegative:

Rationale: SDSA is a separate entity and has responsibility for its own School Building Administration.

Plan: The SDSA Governing Board will have responsibility for school building administration, delegated to the Academy Director. The SDSA Board of Directors is responsible for all real estate, finance, leases, purchases and building construction involving SDSA. In the event that SDSA will obtain a non-district facility, it will choose a qualified architect and contractor to construct or carry out the building and/or leasehold improvements following all state and local specifications. The SDSA Board of Directors and the Principal will oversee the work and naming of the facility.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to manage its own facilities, subject to the statutory provisions concerning the building of a school facility.

## **SECTION G: PERSONNEL**

All G Policies

Delegative and Substantive:



Rationale: The Academy should be granted the authority under the SDSA Charter to implement its own operational policies, rules, and regulations.

Many of the policies contained in this section are subject to automatic waivers pursuant to state statute and are addressed below.

C.R.S. § 22-9-106 Local Board of Education - Duties- Automatic State Waiver

Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the Colorado Board of Education, and the minimum information required in the district's written evaluation system.

Rationale: In order for the school to function according to its unique needs and design, the Principal and SDSA Board of Directors must develop and adopt SDSA's own system of evaluation.

Expected Outcome: SDSA will provide a yearly evaluation for all staff. Teachers will be held accountable to the Executive Director or designee. The evaluation system will be further developed and submitted to the district prior to commencing school operations.

Expected Outcome: With this waiver, SDSA will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community. Compensation and employment contracts will be established and approved by the Board of Directors or Principal of SDSA. All staff employed will be "at-will" employees with annual contracts. SDSA will determine its own staffing needs recruitment and staffing procedures. SDSA will establish its own salary schedule and benefits schedule subject to the statutory requirement that employees of a charter school be members of the Public Employee Retirement Association. SDSA will determine its own school calendar and staff work day schedules.

C.R.S. § 22-32-109 (1)(f) Board of Education - Specific Duties -Automatic State Waiver

C.R.S. § 22-32-110(1)(h) -Automatic State Waiver -makes Board of Education responsible for terminating personnel.

Requires the Board of Education to employ all personnel and fix their compensation.

Rationale: SDSA will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, SDSA requests that these statutory duties be waived or delegated from the District to the SDSA Board of Directors. The success of SDSA will depend in large part upon its ability to select, employ and terminate its own personnel.

Expected Outcome: As a result of the waiver, SDSA will employ staff in accordance with the terms and conditions set by the Charter School Act. As a result of the waiver SDSA will select, employ, and provide professional development for its own teachers and staff in accordance with the terms and conditions set by the Charter School Act. A teacher contract will be developed by

the SDSA Governing Board, with legal counsel. A dismissal procedure will be written by the board prior to the beginning of operations.

C.R.S. § 22-32-126 Principals - Employment and Authority – Automatic State Waiver

"(1) The Board of Education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board of Directors shall determine necessary.(2) The Principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The Principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The Principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education."

Rationale: The SDSA Board of Directors will hire an Executive Director (Principal) with responsibilities delegated to him/her for implementing policies and rules of the Board of Directors. All recruitment and hiring will comply with applicable laws governing employee rights and equal opportunity provisions. In conjunction with the Executive Director/ Principal, the SDSA Board will further develop its own evaluation practices for all staff members and assign staff to positions where they can contribute most to the school's educational objectives. Site-based management for the school will be established by the SDSA Board and Principal. Further, pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in education reform. SDSA must be able to look beyond the traditional supervisory administrative certification in selecting its administrator/Principal.

Replacement Plan: SDSA will employ an Executive Director who will report to the school's Board of Directors. It is hoped that person will be superintendent qualified. The Executive Director does not have to hold a Principal's License to perform the listed duties. The school will employ an Executive Director who holds the necessary experience to operate a K-8 public school in accordance with our mission and vision.

C.R.S. § 22-63-201 -Automatic State Waiver Prohibits Board of Directors from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

C.R.S. § 22-63-202 Automatic State Waiver Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203 -Automatic State Waiver -This section establishes specific requirements for the employment of probationary teachers and the renewal, or not, of their contracts.

C.R.S. § 22-63-206 Automatic State Waiver Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for SDSA.

Expected Outcome: SDSA will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified.

C.R.S. § 22-63-301 Automatic State Waiver Provides grounds and procedures for dismissal of teachers.

C.R.S. § 22-63-302 Automatic State Waiver This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the Court of Appeals.

Rationale: The success of SDSA in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. SDSA must be able to terminate employees who cannot deliver the school's educational program successfully.

Expected Outcome: Continued employment in SDSA will be subject to an annual satisfactory performance evaluation, a policy and procedure established by the SDSA Board of Directors. Teachers who are rated unsuccessful may be terminated by SDSA.

C.R.S. § 22-63-401-Automatic State Waiver This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

Rationale: The employees of SDSA will not be employees of the district. Thus, section 22-63-401 does not apply and is in contrast to the independent fiscal responsibility stated in the Charter School Act.

Expected Outcome: SDSA will establish salary and payment obligations based on educational goals. As a result of this waiver, SDSA will be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school.

C.R.S. § 22-63-402 Automatic State Waiver This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher's certificate, letter of authorization, or written authorization from the Department of Education.

Rationale: SDSA will be solely responsible for selecting, supervising, disciplining AND determining compensation for and terminating its employees. Selection of personnel is subject to compliance with all federal and state rules and regulations.

Expected Outcome: SDSA may, where possible, hire certified teachers and/or administrative staff. However, it may be beneficial for SDSA be able to hire teachers and/or administrative staff without a certificate who possess unique background and/or skills, or fill a need for the school. SDSA may require such persons to obtain a certificate within a designated period of time. As a

result of these waivers, SDSA will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-403 – Automatic State Waiver Governs payment of salaries upon termination of employment of a teacher.

Rationale: SDSA should be granted the authority to develop its own employment terms and conditions of employment. Given the “at-will” nature of employees, SDSA should not be required to give non-probationary status and probationary periods to its teachers. SDSA will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential.

Expected Outcome: The contract between SDSA and the District will have staff, to be employed on a year-to-year basis, as "at-will" employees. The SDSA Board of Directors will develop an appropriate teacher's contract. SDSA expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of its teachers and students.

## **SECTION H: NEGOTIATIONS**

N/A – This appears to cover negotiations with bargaining units and therefore is not applicable to charter schools.

## **SECTION I: INSTRUCTION**

All of Section I except ILBB Program Assessments

Delegative:

Rationale: The Academy will be operating differently from other schools with a unique curriculum and will accept responsibility for all facets of school operations and programs. As presented within the SDSA charter document and pursuant to statutory authority, SDSA will design its own educational programs, curriculum, instructional and evaluation procedures, as well as teaching methods. After-school programs and secondary school organizations will be authorized and overseen by the SDSA Board of Directors and Executive Director.

Expected Outcome: All instructional resources and materials will be approved by the Executive Director and Board with input from faculty and parents when appropriate. Curriculum design, implementation, and review will be a continuous process. SDSA curriculum will ensure fulfillment of the Colorado Academic Standards for grades K-8. With regard to field trips, SDSA will use the School District 6 policy as a guide in developing its field trip policy and procedures. SDSA requests authority to determine and manage its own school field trip policy.

ILBB Program Assessments: SDSA is not requesting a waiver of this requirement.

## **SECTION J: STUDENTS**

All section J policies except JB equal education opportunity; JBA nondiscrimination on the basis of sex (compliance with title ix) ;JICI Weapons in School; JKD/JKE Suspension/expulsion of students; JKD-JKE-E grounds for suspension/expulsion; JKD/JKE-R suspension/expulsion of students (hearing procedures);JKF educational alternatives for expelled students; JLF reporting child abuse/child protection; JLF-R reporting child abuse/child protection for which SDSA is not requesting a waiver.

Rationale: The Academy will be operating differently from other schools with a unique curriculum and will accept responsibility for all facets of school operations and programs. The Academy is granted the authority under the SDSA Charter to implement its own operational policies, rules and regulations. SDSA will establish its own enrollment, lottery, and assessment policies and practices consistent with the Charter School Act. The SDSA Board of Directors has adopted its own student attendance and truancy policies, adhering to all state law requirements and in alignment with the school's mission. SDSA has developed its own dress codes, code of conduct, enrollment policy to date. Prior to the opening of school, SDSA will develop a Safe School Plan and should be granted authority to develop, adopt, and implement its own disciplinary policy subject to the limitations in the Charter School Agreement. As stated above with respect to the Safe Schools Plan, a Safe School Plan will address conduct, discipline codes, policies and procedures for dealing with disruptive students, anonymous student reporting, bullying prevention, formation of a threat assessment team, formation of a violence prevention program, development of an emergency crisis plan and crisis manual, and compliance with the Gun-Free Act.

Expected Outcome: SDSA expects as a result of these waivers it will be able to adhere to applicable portions of this policy as described above, subject to the limitations in the Charter and to create its own policies in accordance with the spirit of its mission statements and that of the District in a manner designed to meet the needs of its student community.

## **SECTION K: SCHOOL-COMMUNITY-HOME RELATIONS**

All K Policies

Delegative:

Rationale: Rationale: SDSA has its own Board of Directors, and thus requests the authority to make decisions implementing parental involvement in the school. Furthermore, the Board of Directors will establish its own guidelines to handle all parental and community concerns and complaints about personnel, teaching and instructional materials. All volunteers will be required to submit to a background check and comply with a volunteer agreement. SDSA will establish and implement its own policy regarding distribution and posting of promotional materials that best suits SDSA in accordance with its mission and vision. SDSA Board of Directors will establish and implement its own policies regarding volunteers while adhering to the guidelines set forth by the State of Colorado and the district.

A grievance policy has been established as part of the Board Handbook. SDSA should be delegated the authority to report data on the achievement of its goals and objectives and educational achievements. SDSA will report its accomplishments directly to the public, as well as to the district and the Colorado Department of Education.

Expected Outcome: The Academy expects that as a result of this waiver it will be able to manage its own communications and relationships with the parents and the public subject to the limitations in the Charter School Agreement.

## **SECTION L: EDUCATION AGENCY RELATIONS**

**No waivers are requested for this section.**