



RESOLUTION

Whereas the state of Colorado allows for charter schools to waive specific state statutes and whereas Imagine Classical Academy Board has submitted a list of such waivers with rational and replacement plan, we, the members of the board, resolve to approve the modification of Imagine Classical Academy originally signed and dated July 1, 2018 to include the listed waivers and rationale listed below:

School Name: Imagine Classical Academy
School Address (mailing): 6464 Peterson Road, Colorado Springs, CO 80922
Charter School Waiver Contact Name: Frank Fowler
Charter School Waiver Contact's Phone Number: 719-495-730
Charter School Waiver Contact's Email: frank.fowler@imagineschools.org

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Statutory Citation and Title § 22-9-106, C.R.S. Local Board of Education - Duties
Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state board, and the minimum information required in the district's written evaluation system.
Statutory Citation and Title § 22-2-112(1)(q)(I), C.R.S. Educator Preparation Program Reporting
Rationale: Imagine Classical Academy at Indigo Ranch conducts its own personnel performance evaluations. Therefore, Imagine Classical Academy at Indigo Ranch should 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)(I).
Replacement Plan: Imagine Classical Academy at Indigo Ranch utilizes its own personnel performance evaluation systems as agreed to in the charter school contract with School District 49. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and Senate Bill 191. The methods used for the evaluation system include quality standards that are clear and relevant to the administrators' and teacher's roles and responsibilities and have the goal of improving student academic achievement. Imagine Classical Academy at Indigo Ranch will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.
Duration of the Waivers: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Classical Academy at Indigo Ranch.
How the Impact of the Waivers will be Evaluated: The impact of the waiver will be evaluated based on student achievement results and the attainment of teacher quality standards.
Expected Outcome: As a result of this waiver, Imagine Classical Academy at Indigo Ranch will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school.
Statutory Citation and Title § 22-32-109(1)(b), C.R.S. related to competitive bidding
Rationale: The school requests sole discretion in all competitive bidding policies in order to ensure that we are able to acquire the goods and services that best meet the needs of our students in the most efficient manner

possible.

Replacement Plan: The Board of Directors of Imagine Classical Academy at Indigo Ranch develops and implements their own financial policies, rules and regulations, including those for the competitive bidding process. The Board adopted a policy April 7, 2008, currently numbered Policy 9.5 Purchasing Authority. As part of policy review, the Board will continue to ensure that this and other financial policies include all facets of this statute.

Duration of Waivers:

Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waivers will have no financial impact on Falcon District 49 or Imagine Classical Academy.

How the Impact of the Waivers Will be Evaluated: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will be measured by the performance of Imagine Classical Academy and its staff, as per the charter school agreement.

Expected Outcome: As a result of this waiver, Imagine Classical Academy will be able to purchase goods and service that meet the needs of our staff and students and support our operational needs.

Statutory Citation and Title § 22-32-109(1)(n)(1), C.R.S. Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

Statutory Citation and Title § 22-32-109 (1)(n) (II)(B), C.R.S. Adopt District Calendar

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Duration of the Waiver: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.

Replacement Plan: The final calendar and school day of Imagine Classical Academy at Indigo Ranch will be approved each year by the Governing Board.

Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Classical Academy at Indigo Ranch.

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 Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of this waiver, Imagine Classical Academy at Indigo Ranch will be able to operate with its own school year calendar and under its own schedule, which is vital to the success of its program.

Statutory Citation and Title § 22-32-110(1)(y), C.R.S. related to accepting gifts, donations, and grants

Rationale: In order to ensure that Imagine Classical Academy at Indigo Ranch is able to operate critical aspects of its model outside of its core program, the Academy engages in fund development efforts. Funds are raised from a wide range of activities and individuals/corporations/possible foundations. In addition, Imagine Classical Academy at Indigo Ranch may receive gifts, which can be used to further support the program. It is the responsibility of Imagine Classical Academy to engage in responsible fundraising efforts and to receive and execute gifts, donations and/or grants in alignment with the donors' wishes and along with all local, state and federal laws. In cases of unrestricted use giving, Imagine Classical Academy at Indigo Ranch leadership, with the support of the school Board of Directors and Economic Sustainability (Finance) Committee, and/or School Accountability Committee determines the most effective use of the funds.

<p>Replacement Plan: The Board adopted a policy May 3, 2010 currently numbered Policy 11.6 Public Gifts or Donations tied to the accepting of gifts, donation, and grants. This policy will be reviewed to ensure that it covers all forms of donations as well as grants.</p>
<p>Duration of Waivers: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.</p>
<p>Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no financial impact on Falcon District 49 and will have no negative financial impact on Imagine Classical Academy.</p>
<p>How the Impact of the Waivers Will be Evaluated: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will be measured by the performance of Imagine Classical Academy and its staff, as per the charter school agreement.</p>
<p>Expected Outcome: As a result of the waiver, Imagine Classical Academy at Indigo Ranch 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.</p>

<p>Statutory Citation and Title § 22-32-119, C.R.S. Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.</p>
<p>Rationale: Imagine Classical Academy at Indigo Ranch will operate its own kindergarten program in accordance with the approved Application and the Contract. Imagine Classical Academy at Indigo Ranch should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program, subject to the limitations in the approved Application and the Contract.</p>
<p>Replacement Plan: Imagine Classical Academy at Indigo Ranch will provide its own curriculum for kindergarten students as part of its design.</p>
<p>Duration of the Waivers: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.</p>
<p>Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Classical Academy at Indigo Ranch.</p>
<p>How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy based on the annual review of the school's effectiveness and student achievement.</p>
<p>Expected Outcome: Imagine Classical Academy at Indigo Ranch expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community and to ensure that students have the time to achieve the curricular standards of the school.</p>

<p>Statutory Citation and Title § 22-63-201, C.R.S. related to teacher licensure</p>
<p>Rationale: Imagine Classical Academy at Indigo Ranch requests the ability to hire qualified teachers who do not hold a Colorado license in order to retain flexibility and the ability to hire the best teachers for our programs.</p>
<p>Replacement Plan: Imagine Classical Academy at Indigo Ranch expects teachers to meet one of the four ESSA criteria for in-field status (36 credit hours in-field, bachelor degree in-field, a passed assessment in-field, or a subject area endorsement on a Colorado teaching license.) Should Imagine Classical Academy at Indigo Ranch desire to hire a teacher with out-of-field (having at least a bachelor's degree, but not having the in-field qualifications above) status, we will require the teacher to gain in-field status within one-year of the hire and will limit the percentage of out-of-field status teachers to no more than 10% of the total number of teachers at any given time.</p>
<p>Duration of Waivers: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.</p>
<p>Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no</p>

financial impact on Falcon District 49 and will have no negative financial impact on Imagine Classical Academy.
How the Impact of the Waivers Will be Evaluated: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will be measured by the performance of Imagine Classical Academy and its staff, as per the charter school agreement.
Expected Outcome: As a result of the waiver, Imagine Classical Academy at Indigo Ranch will be able to carry out its educational program and accomplish its mission as set forth in the charter school agreement.

Statutory Citation and Title § 22-63-202, C.R.S. Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.
Statutory Citation and Title § 22-63-203, C.R.S. This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts
Rationale: Imagine Classical Academy at Indigo Ranch should be granted the authority to develop its own employment contracts and terms and conditions of employment. Given the limited duration of the contract, Imagine Classical Academy at Indigo Ranch should not be required to give non-probationary status and probationary periods to its teachers. Imagine Classical Academy at Indigo Ranch will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful at Imagine Classical Academy at Indigo Ranch.
Replacement Plan: The contract between Imagine Classical Academy at Indigo Ranch and School District 49 requires staff to be employed on a year-to-year basis as "at-will" employees.
Duration of the Waivers: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Classical Academy at Indigo Ranch
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 Imagine Classical Academy at Indigo Ranch including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: Imagine Classical Academy at Indigo Ranch 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 teachers and students in Imagine Classical Academy at Indigo Ranch.

Statutory Citation and Title § 22-63-206, C.R.S. 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 School District 49 to make transfers with/or for Imagine Classical Academy at Indigo Ranch.
Replacement Plan: Imagine Classical Academy at Indigo Ranch will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. School District 49 administrators will not assign administrators or teachers to Imagine Classical Academy at Indigo Ranch without said teacher/administrators voluntarily proceeding through the application and employment process of Imagine Classical Academy at Indigo Ranch.
Duration of the Waivers: Imagine Classical Academy at Indigo Ranch requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Classical Academy at Indigo Ranch anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Classical Academy at Indigo Ranch.
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 Imagine Classical Academy at Indigo Ranch including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Imagine Classical Academy at Indigo Ranch expects that, as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of the approved Application, the Contract and the Colorado Charter Schools Act, Imagine Classical Academy at Indigo Ranch will provide the opportunity for teachers to transfer back into the District if they so choose.

Approved State Statute	Description of Waiver	Policy Description
22-1-112	School Year- National Holidays	The school year shall begin on the first day of July and end on the thirtieth day of June. The term "national holidays" in this title shall be construed to mean Thanksgiving day, Christmas day, New Year's day, the third Monday in January, observed as the birthday of Dr. Martin Luther King, Jr., Washington-Lincoln day, Memorial day, Labor day, Independence day, and Veterans' day.
22-32-109 (1)(n)(II)(B)	Adopt District Calendar	(n) (I) To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school, or junior high school or less than nine hundred ninety hours of such instruction and contact for elementary school pupils or fewer than four hundred fifty hours of such instruction for a half-day kindergarten program or fewer than nine hundred hours of such instruction for a full-day kindergarten program. In no case shall a school be in session for fewer than one hundred sixty days without the specific prior approval of the commissioner of education.
22-32-110 (1)(j)	Local Board Powers- Procure life, health or accident insurance	In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment:
22-63-201	Teacher employment Act- Compensation and dismissal act- Requirement to hold a certificate	The general assembly hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school district. To facilitate the employment of these persons and comply with the requirements of federal law, the general assembly has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to be a highly qualified teacher. The general

		assembly strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school district.
22-63-302	Teacher Employment-Procedures for dismissal of teachers	The chief administrative officer of the employing school district may recommend that the board dismiss a teacher based upon one or more of the grounds stated in section 22-63-301. If such a recommendation is made to the board, the chief administrative officer, within three days after the board meeting at which the recommendation is made, shall mail a written notice of intent to dismiss to the teacher. The notice of intent to dismiss shall include a copy of the reasons for dismissal, a copy of this article, and all exhibits which the chief administrative officer intends to submit in support of his or her prima facie case against the teacher including a list of witnesses to be called by the chief administrative officer, addresses and telephone numbers of the witnesses, and all pertinent documentation in the possession of the chief administrative officer relative to the circumstances surrounding the charges. Additional witnesses and exhibits in support of the chief administrative officer's prima facie case may be added as provided in subsection (6) of this section. The notice and copy of the charges shall be sent by certified mail to said teacher at his or her address last known to the secretary of the board. The notice shall advise the teacher of his or her rights and the procedures under this section.
22-32-109 (1)(b)	Local Board Duties concerning competitive bidding	To adopt written bylaws, not inconsistent with law, for its organization and operation;
22-32-109(1)(t)	Local Board Duties concerning textbooks and curriculum	To determine the educational programs to be carried on in the schools of the district and to prescribe the textbooks for any course of instruction or study in such programs;
22-32-110(1)(k)	Local Board Powers-policies relating to in-service training and official contact	To adopt written policies, rules, and regulations, not inconsistent with law, that may relate to the efficiency, in-service training, professional growth, safety, official conduct, and welfare of the employees, or any classification thereof, of the district. The practices of employment, promotion, and dismissal shall be unaffected by the employee's religion, creed, color, sex, sexual orientation, marital status, racial or ethnic background, national origin, ancestry, or participation in community affairs.
22-63-202	Teacher Employment Act-Contracts in writing,	A teacher or chief administrative officer and the board may mutually agree to terminate the teacher's or chief administrative officer's employment contract at any time.

	damage provision	
22-63-401	Teacher Employment Act- Teachers subject to adopted salary schedule	(1) The board of a school district shall adopt by resolution a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher, or a combination of the salary schedule and salary policy. Such salary schedule, salary policy, or combination schedule and policy shall be adopted in conjunction with or prior to the adoption of the budget for the following fiscal year. The schedule, policy, or combination schedule and policy shall remain in effect until changed or modified by the board. All teachers employed by the district shall be subject to such salary schedule, policy, or combination schedule and policy.
22-32-109(1)(f)	Local Board Duties concerning selection of staff and pay	To employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation. Prior to the employment of any person, the board shall make an inquiry to the department of education in accordance with the provisions of section 22-32-109.7 (1). A board of a district of innovation, as defined in section 22-32.5-103 (2), may delegate the duty specified in this paragraph (f) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).
22-32-110(1)(ee)	Local Board Powers—Employ teachers’ aides and other non-certified personnel	To employ on a voluntary or paid basis teachers' aides and other auxiliary, non-licensed personnel to assist licensed personnel in the provision of services related to instruction or supervision of children and to provide compensation for such services rendered from any funds available for such purpose, notwithstanding the provisions of sections 22-63-201 and 22-63-402;
22-32-110(1)(y)	Local Board Powers- Accept gifts, donations, grants	To accept gifts, donations, or grants of any kind made to the district and to expend or use said gifts, donations, or grants in accordance with the conditions prescribed by the donor; but no gift, donation, or grant shall be accepted by the board if subject to any condition contrary to law;
22-63-203	Teacher Employment Act- Requirements for probationary teacher, renewal and non-renewal	For any school district that has implemented the performance evaluation system based on quality standards pursuant to section 22-9-106 and the rules adopted by the state board pursuant to section 22-9-105.5, the provisions of this section shall apply only to probationary teachers and shall no longer apply when the teacher has been granted non-probationary status as a result of three consecutive years of demonstrated effectiveness, as determined through his or her performance evaluations and continuous employment.
22-63-402	Teacher	No order or warrant for the disbursement of school district

	Employment Act- Certificate required to pay teachers	moneys shall be drawn in favor of any person for services as a teacher, except for services performed for a junior college district or in an adult education program, unless the person holds a valid teacher's license or authorization from the department of education. Such license or authorization shall be duly registered in the administrative office of the school district wherein the services are to be rendered. A teacher shall hold a valid license or authorization during all periods of employment by a school district. A person who performs services as a teacher without possessing a valid teacher's license or authorization shall forfeit all claim to compensation out of school district moneys for the time during which services are performed without the license or authorization.
22-32-109(1)(n)(l)	Local Board's duty concerning sc...	To determine, prior to the end of a school year, the length of time which the schools of the district shall be in session during the next following school year, but in no event shall said schools be scheduled to have fewer than one thousand eighty hours of planned teacher-pupil instruction and teacher-pupil contact during the school year for secondary school pupils in high school, middle school
22-32-110(1)(h)	Local Board Powers- Terminate employment of personnel	To discharge or otherwise terminate the employment of any personnel. A board of a district of innovation, as defined in section 22-32.5-103 (2), may delegate the power specified in this paragraph (h) to an innovation school, as defined in section 22-32.5-103 (3), or to a school in an innovation school zone, as defined in section 22-32.5-103 (4).
22-32-126	Employment and Authority of Pr...	The board of education may employ through written contract public school principals who shall hold valid principal licenses or authorizations and who shall supervise the operation and management of the school and such property as the board shall determine necessary.
22-63-206	Teacher Employment Act- Transfer...	A teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which he or she is not qualified by virtue of academic preparation and certification and if, during the then current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization.

22-63-403	Teacher Employment Act- Describe payment of salaries	Upon the termination of employment of a teacher prior to the end of the employment contract and prior to receiving all salary installments, said teacher is entitled to a pro rata share of the salary installments due and payable pursuant to said contract for the period during which no services are required to be performed, except as provided in section 22-63-202 (2).
22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact	The actual hours of teacher-pupil instruction and teacher-pupil contact specified in subparagraph (I) of this paragraph (n) may be reduced to no fewer than one thousand fifty-six hours for secondary school pupils, no fewer than nine hundred sixty-eight hours for elementary school pupils, no fewer than four hundred thirty-five hours for half-day kindergarten pupils, or no fewer than eight hundred seventy hours for full-day kindergarten pupils, for parent-teacher conferences, staff in-service programs, and closing deemed by the board to be necessary for the health, safety, or welfare of students.
22-32-110(1)(i)	Local Board Powers- Reimburse	In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment: In addition to any other power granted to a board of education of a school district by law, each board of education of a school district shall have the following specific powers, to be exercised in its judgment:
22-33-104(4)	Compulsory School Attendance- Attendance policies and excused absences	The board of education shall adopt a written policy setting forth the district's attendance requirements. Said policy shall provide for excused absences, including those listed as exclusions from compulsory school attendance in accordance with subsection (2) of this section.
22-63-301	Teacher Employment Act- Ground	A teacher may be dismissed for physical or mental disability, incompetency, neglect of duty, immorality, unsatisfactory performance, insubordination, the conviction of a felony or the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence for a felony, or other good and just cause. No teacher shall be dismissed for temporary illness, leave of absence previously approved by the board, or military leave of absence pursuant to article 3 of title 28, C.R.S.
22-9-106	Local Board duties concerning	All school districts and boards of cooperative services that employ licensed personnel, as defined in section 22-9-103

ADOPTED AND APPROVED this 29th day of November, 2018

Christopher Dempsey, Board President
Imagine Classical Academy

(SEAL)

ATTEST:

Stephen Teague, Board Secretary
Imagine Classical Academy