

**EXHIBIT F**

**STATE STATUTE AND REGULATION WAIVER REQUESTS  
JOINTLY REQUESTED BY POUDBRE SCHOOL DISTRICT R-1  
AND RIDGEVIEW CLASSICAL SCHOOLS**

C.R.S. § 22-7-1014(2)(a)  
C.R.S. § 22-9-106  
C.R.S. § 22-32-109(1)(f)  
C.R.S. § 22-32-109(1)(n)  
C.R.S. § 22-32-110(1)(h)  
C.R.S. § 22-32-126  
C.R.S. § 22-63-201  
C.R.S. § 22-63-202  
C.R.S. § 22-63-203  
C.R.S. § 22-63-204  
C.R.S. § 22-63-205  
C.R.S. § 22-63-206  
C.R.S. § 22-63-301  
C.R.S. § 22-63-302  
C.R.S. § 22-63-401  
C.R.S. § 22-63-402  
C.R.S. § 22-63-403  
1 C.C.R. 301-81

STATUTE

DESCRIPTION

C.R.S. 22-7-1014(2)(a)

**Waiver for School Readiness Assessment**

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

**Rationale:** Poudre School District R-1 has granted the Board of Directors of Ridgeview Classical Schools the authority to determine the educational programs and kindergarten readiness assessments to be used in the school. Poudre School District retains the right of final approval of the educational program through this Charter School Agreement.

**Replacement Plan:** Ridgeview Classical Schools will continue to use its own version of the kindergarten readiness assessment. The assessment includes the following components: cooperation, creative arts, initiative and curiosity, persistence and attentiveness, math knowledge and skills, reasoning and problem solving, science, social studies, language development, literacy, motor, physical development and health, emotional and behavioral health, and social relationship skill evaluation.

**Duration of the Waiver:** Ridgeview Classical Schools anticipates that the waiver be for the duration of its contract with Poudre School District. Since the current renewal contract expires on 6/30/2016, this waiver will run until that date, after which it will be renewed via the school's re-charter.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waivers will have no financial impact upon the Poudre 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 Ridgeview Classical Schools, as per our Charter School Agreement.

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

*C.R.S. § 22-9-106*      Local Boards of Education – Duties – Performance Evaluation Service – Compliance – Rules

This section deals with the evaluation of employees.

**Rationale:** Ridgeview Classical Schools will be responsible for its own personnel matters including employee evaluations.

**Plan:** Ridgeview Classical Schools will be responsible for the evaluation of its employees, and has used the same metrics for evaluation since the founding of the school (via multiple modalities including direct observations and written evaluations, among others.)

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district.

**How the Impact of the Waivers will be Evaluated:** Since teacher performance is the primary reason for the successful performance of students and therefore to the school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable Ridgeview Classical Schools to continue to be responsible for the evaluation of its own employees.

*C.R.S. § 22-32-109(1)(n)(I)*

Board of Education – Specific Duties

Local Board Duties Concerning School Calendar

**Rationale:** Ridgeview Classical Schools meet or exceed minimum teacher-pupil instruction and teacher-pupil contact during the school year.

**Plan:** Ridgeview Classical Schools Board calendar planning sessions always include the target of exceeding the state-required contact hours for kindergarten, elementary, middle, and high schools.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable Ridgeview Classical Schools to set the school teacher-pupil instruction and teacher-pupil contact hours in such a way that it allows us to maintain the high level of excellence we demonstrated since the founding of the school.

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

**Rationale:** Ridgeview Classical Schools will be responsible for setting its own school calendar.

**Plan:** Ridgeview Classical Schools Board of Directors is responsible per Policy (SE – 1.5 Guidelines for Creating the School Calendar) to deploy the annual school calendar. The policy specifies a very structured outline for both meeting State and District requirements while still being able to provide a consistent schedule that parents can count on from year to year.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable Ridgeview Classical Schools to continue to set the school calendar annually.

*C.R.S. § 22-63-201*     Employment – License Required

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

**Rationale:** Ridgeview Classical Schools has always employed teachers qualified for the job and does not believe that a teaching certificate qualifies an individual to teach. The teachers hired must be philosophically aligned with the school, the school's goals and objectives, and a master of the content to be taught. All of the school's teachers must be able to demonstrate grammatically correct oral and written material, and be able to evaluate the same in the students.

**Plan:** Ridgeview Classical Schools will be responsible for the continued hiring of teachers capable of delivering the educational programs instituted in the school.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable RCS to continue its current excellent educational program and ensure that its students meet the educational goals of the school.

*C.R.S. § 22-63-202*

Employment Contracts – Contracts to be in Writing – Duration

This section deals with the writing of contracts and damage provisions.

**Rationale:** Ridgeview Classical Schools will continue to manage its own hiring and termination policies as we have since the founding of the school.

**Plan:** Ridgeview Classical Schools will continue to be responsible for teacher contracts, compensation and dismissal pursuant to our own current school policies.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable Ridgeview Classical Schools to operate as it has since the inception of the school.

*C.R.S. § 22-63-203*     Probationary Teachers – Renewal and Non-renewal of Employment Contract

This section provides for contract with probationary teachers and allows for non-renewal and renewal of employment contracts.

**Rationale:** Ridgeview Classical Schools will be responsible for its own personnel matters including employing its own faculty and staff, including establishing its own terms and conditions of hiring and employment, rules and regulations, and providing its own training. Therefore, RCS requests that these statutes be waived or delegated from the Poudre School District Board to the Principal and Board of Directors of RCS. The success of RCS depends solely on its ability to select and employ its own faculty and staff including the training and direction of the faculty and staff in accordance with the school's charter, goals and objectives. All employees of RCS will be hired on an at-will basis in accordance with state law.

**Plan:** RCS will be responsible for all of these matters rather than the district. The teacher contracts, employment agreements, etc. utilized have essentially remained the same since the inception of the school (and include clarifications that the teachers are not to consider themselves to be R-1 Poudre School District employees in any way).

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable RCS to select, employ and provide professional development for its own faculty and staff in accordance with the goals and expectations of the charter and RCS Board.



***C.R.S. § 22-63-204***     **Interest Prohibited**

This section prohibits a teacher from receiving money in lieu of any book, musical instrument, school supplies, school apparatus, or other materials, including custodial, office, and athletic supplies.

**Rationale:** Ridgeview Classical Schools have written original materials that are sold and need to be remunerated for such activities.

**Plan:** Under very stringent guidelines and with prior approval from the Board of Directors, Ridgeview Classical Schools does allow teachers to profit from sales of original materials not created while working for RCS.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable Ridgeview Classical Schools to manage its own faculty and staff in accordance with the goals and expectations of the charter and RCS Board.

*C.R.S. § 22-63-205* Exchange of Teachers – Exchange Educator Interim Authorization

This section involves the exchange of teachers between districts both within the state and out of the state, or with a foreign government or agency.

**Rationale:** Ridgeview Classical Schools has no teacher exchange program and has no plan to start one.

**Plan:** RCS will be responsible for all of these matters rather than the district. The teacher contracts, employment agreements, etc. utilized are essentially the same since the inception of the school.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable RCS to select, employ and provide professional development for its own faculty and staff in accordance with the goals and expectations of the charter and RCS Board.

*C.R.S. 22-63-206*

Transfer - Compensation

This section involves providing transfer compensation for teachers who transfer within or outside of the district.

**Rationale:** Ridgeview Classical Schools is granted the authority under its Charter School Agreement to select its own teachers. The district should not have the authority to transfer its teachers into our school or transfer our teachers from the school and into the district, given that our teachers are not Poudre R-1 employees.

**Plan:** RCS will be responsible for all of these matters rather than the district. The teacher contracts, employment agreements, etc. utilized are essentially the same since the inception of the school and clearly stipulate that our employees are not employees of the school district.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable RCS to manage its teachers within the school and not within the district.

**1 CCR 301-81 Individual Governing Standards for Individual Career and Academic Plans**

The purpose of this is to ultimately decrease the dropout rate and increase the graduation rate.

**Rationale:** Ridgeview Classical Schools graduation rate exceeds both state and district levels. The RCS education has proven to exceed the requirements of postsecondary workforce readiness. The requirements of these rules would interfere with the successful and proven program currently in place.

**Plan:** RCS will continue its operations as established through the RCS College Advising Office, which includes information to parents and students, assistance with college and career essays, college visits, and opportunities to discuss plans for the future with faculty.

**Duration of the Waivers:** Ridgeview Classical Schools is requesting this waiver for the duration of its contract with the Poudre School Board. Therefore, the waiver requested is for five academic operating years through June 30, 2021.

**Financial Impact:** Ridgeview Classical Schools anticipates that the requested waiver will have no financial impact on the school or school district. Any costs incurred by the school will be within the means of the current year school budget.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to all schools.

**Expected Outcome:** The waiver will enable RCS to continue its current excellent educational program and ensure that its students meet the educational goals of the school.