

Orton Academy

Waivers & Replacement Plans



Contact Information

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Automatic Waivers

Automatic Waivers

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

Non-Automatic Waivers

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan
C.R.S. § 22-9-106 – Local Board Duties Concerning Performance Evaluations C.R.S. § 22-2-112(1)(q)(I) – Commissioner-Duties (reporting performance evaluation ratings)
Rationale: The Orton Academy Principal or designated head of Orton Academy must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrative License, this should not preclude him or her from administering the evaluations under the direction of the head of Orton Academy. The board of directors must also have the ability to perform the evaluation for the Principal or designated head of Orton Academy. Additionally, Orton Academy should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-9-106.
Replacement Plan: Orton Academy uses its own evaluation system as agreed to in the Charter School Agreement with District 11 and therefore should not be required to report their teacher evaluation data. Orton Academy’s evaluation system will continue to meet the intent of the law as outlined in the statute. The methods used for Orton Academy’s evaluation system include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data is used to inform professional development decisions for each teacher and will be reviewed by Orton Academy and used to inform hiring practices and professional development. Elementary teachers will be required to complete the science of reading instruction training and will be evaluated based on the merits of the READ Act.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the Orton Academy, the impact of this waiver will be measured by the same performance criteria and assessments that apply to Orton Academy, as set forth in this Charter School Agreement.
Expected Outcome: With this waiver, Orton Academy will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with Orton Academy’s goals and objectives. This will benefit staff members as well as students and the community.
Orton Academy Evaluation Framework/Rubric: OA evaluates teachers on the CO State Teacher Quality Standards and utilizes the rubrics within the Colorado State Model Performance Management System (COPMS) in RANDA. <ul style="list-style-type: none">• Enumerated CO Teacher Evaluation Rubric• Therapist Modified Enumerated CO Teacher Rubric• Special Education Paraprofessional Rubric

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours
Rationale: Orton Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within D11. Orton Academy will always meet at least the minimum required time and days as outlined in state law.
Replacement Plan: The final calendar and the school’s daily schedule will be designed and approved by Orton Academy’s Board of Directors and will meet or exceed the requirements in state statute. A copy of the calendar will be distributed to parents of Orton Academy. To the extent possible, Orton Academy will endeavor to develop a calendar that aligns with the calendar of D11.
Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waivers will have no financial impact on D11 or the Orton Academy 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 the school, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan

C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding

C.R.S. § 22-32-110(1)(y) Local Board Powers-Accepting Gifts, Donations, and Grants

Rationale: In order to manage its own budget and finances, Orton Academy must be granted the authority to develop its own financial policies and practices. Orton Academy, rather than D11, is in the best position to know what goods and services are needed and which vendors and providers may be available.

Replacement Plan: The Orton Academy Board of Directors will adopt a policy concerning competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. Orton Academy will ensure the process is open, transparent, and in compliance with all applicable rules and regulations. Additionally, the board will adopt a policy for accepting gifts, grants and donations.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the Orton Academy 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 the school, as set forth in the charter contract.

Expected Outcome: Orton Academy expects that, because of this waiver, it will be able to manage its own financial affairs.

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan

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

Rationale: Orton Academy should be granted the authority to hire teachers and principals that will support OA's goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as Orton Academy's chief executive officer. Orton Academy will seek to attract principals 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 Orton Academy will be employed on an at-will basis. All employees of Orton Academy will meet Federal Requirements (i.e., hold a degree and demonstrated subject-matter competency).

Replacement Plan: Orton Academy will, as appropriate, hire certified teachers and principals. However, in some instances, it may be advantageous for Orton Academy to be able to hire qualified teachers and/or administrators without a certificate and who possess unique backgrounds and/or skills that fill the need of Orton Academy. Orton Academy will prioritize the hiring of in-field teachers as defined by the Colorado State Board while retaining the ability to hire "out of field" teachers. Orton Academy recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience. All in-field teachers and administrators will at a minimum hold a bachelor's degree and demonstrate subject-matter competency by meeting at least one of the following 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 he or she teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers and all special education employees will hold the requisite state license and endorsement. Orton Academy will be responsible for its own personnel matters and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy 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 the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of this waiver, Orton Academy will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan	
C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing-Duration-Damage Provision	
C.R.S. § 22-63-203 Probationary Teachers-Renewal and Non-renewal of Employment Contract	
Rationale: To manage its own personnel, Orton Academy must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.	
Replacement Plan: All Orton Academy employees will be employed on an at-will basis. Orton Academy has written teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.	
Duration of Waivers: The waiver will extend for the duration of the contract.	
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy 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 the school, as set forth in the Charter Agreement.	
Expected Outcome: Orton Academy expects that, as a result of this waiver, it will be able to manage its own personnel affairs.	

Non-Automatic Waivers: Statute Description, Rationale and Replacement Plan	
C.R.S. § 22-63-206 Transfer of Teachers	
Rationale: Orton Academy has a unique curriculum for which having the proper teaching staff is essential. No other school nor D11 should have the authority to transfer its teachers into or from Orton Academy.	
Replacement Plan: Orton Academy will not participate in the district's transfer policies and procedures; however, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.	
Duration of Waivers: The waiver will extend for the duration of the contract.	
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy 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 the school, as set forth in the Charter Agreement.	
Expected Outcome: Orton Academy expects that, as a result of this waiver, it will be able to manage its own personnel affairs.	

District Policy Waivers

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: AD – School District 11 Identity, Vision, Mission, and Philosophy
Rationale: Orton Academy is a separate entity and should be able to establish its own unique identity including its vision, mission, and design principles. Orton Academy’s charter describes the current vision, mission, and design principles that are infused in all aspects of school life.
Replacement Plan: Orton Academy will write and implement its own Vision, Mission, and Design Principles in accordance with the school’s philosophy. The school’s mission, vision, and design principles will be posted in the school and on several written documents including handbooks, agendas, and formal correspondence. As indicated in the charter application, all stakeholders (staff, students, parents, community) of Orton Academy will support the development identity through practices, curriculum and traditions.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy 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 the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish a vision, mission, and design principles that support the unique needs of the student population.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: ADF & ADF-R – School Wellness & Policy and Guidelines
Rationale: Orton Academy is a separate entity and will define its own health education program and relevant guidelines.
Replacement Plan: Orton Academy will outline and implement a health education program aligned with Colorado Academic Standards and informed by the District’s policy. In accordance with Orton Academy’s approach to education, integrating health education into the curriculum is crucial. Along with nutrition and physical activity lessons, Orton Academy’s education program includes teaching students about making healthy choices including those related to drugs, alcohol, and tobacco.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy 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 the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of this waiver, Orton Academy expects to manage, develop and implement its own health education program (including teaching about drugs, alcohol, and tobacco) in accordance with its whole-child philosophy.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BAA – Board of Education Evaluation and Professional Development
Rationale: Orton Academy is a separate entity and will define its own process for the board’s evaluation and professional development process.
Replacement Plan: Orton Academy is committed to the professional growth of its board. To meet its obligation to Orton Academy’s stakeholders, the Board must maintain an attitude of growth and development. New members of the Board will be required to complete CDE’s “Online Charter School Governing Board Training Modules” during their first year on the board. In addition to CDE’s board modules, professional development will include full participation and reflection on the following board activities: <ul style="list-style-type: none">● Regular board meetings

- School visits
- Colorado League of Charter School’s Annual Conference
- Customized governance training
- Annual board retreat

Orton Academy’s Board will conduct an annual self-evaluation to determine professional development needs beyond what is listed above. A summary report of the board strengths and areas for growth will be made public.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by the progress made toward the board’s goals for itself and the school performance criteria that apply to Orton Academy, as set forth in the charter application and the Charter Agreement.

Expected Outcome: As a result of this waiver, Orton Academy expects to self-manage and implement accountability structures.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BBBA – Board Member Qualifications

Rationale: Orton Academy is a separate entity and should be able to establish its own board member qualifications.

Replacement Plan: Per the Orton Academy Board bylaws: Each Director must be a natural person who is twenty-one years of age or older. Additional qualifications include (a) an interest in children and their education; (b) enthusiasm for Orton Academy and conviction in its purpose; (c) willingness to give time and energy to Orton Academy; (d) special skills to address specific management and needs of Orton Academy; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent Orton Academy to the community. The Board of Directors may not include employees of Orton Academy (except substitute teachers) nor shall it include more than one Director who is immediate family to employees of Orton Academy, nor individuals who are married to one another or who live together in one household. Also, each Director must sign the Board Member Agreement before being permitted to serve on the Board of Directors.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria for its board members.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BCA-E-1 – Code of Ethics for School Board Members

District Policy: BCA-E-2AD – Board Member Code of Ethics

Rationale: Orton Academy is a separate entity and should be able to establish its own code of ethics for school board members.

Replacement Plan: Informed by the Orton Academy board bylaws and board agreement, the Orton Academy board implements a code of ethics that is aligned to Orton Academy’s mission, vision, and design principles. The code of ethics specifies a process to address board members for violating the code of ethics.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to implement its own board member code of ethics and self-manage its own board.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BCB – Board Member Conflict of Interest

Rationale: Orton Academy is a separate entity and should be able to establish its own Conflict of Interest policies.

Replacement Plan: The Orton Academy board has and will follow the Conflict of Interest provision in the bylaws, which defines a conflict of interest as arising when any “responsible person” or any “party related to a responsible person” has an “interest adverse to the corporation.” A “responsible person” is any individual in a position to exercise substantial influence over the affairs of the corporation. A “party related to a responsible person” includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a Director, Director or officer, or has a financial interest. “An interest adverse to the corporation” includes any interest in any contract, transaction, or other financial relationship with the corporation, and any interest in an entity whose best interests may be impaired by the best interests of the corporation including, without limitation, an entity providing any goods or services to or receiving any goods or services from the corporation, an entity in which the corporation has any business or financial interest, and any entity providing goods or services or performing activities similar to the goods or services or activities of the corporation.

If a responsible person is aware that the corporation is about to enter into any transaction or make any decision involving a conflict of interest, (a “conflicting interest transaction”), such person shall: (i) immediately inform those charged with approving the conflicting interest transaction on behalf of the corporation of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person’s knowledge that bear on the advisability of the corporation entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

Orton Academy may enter into a conflicting interest transaction provided either: (i) the material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or to a committee of the Board of Directors that authorizes, approves or ratifies the conflicting interest transaction, and the Board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors on the Board or committee, even though the disinterested directors are less than a quorum; or (ii) the conflicting interest transaction is fair as to the corporation.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to implement its own conflict of interest policies and self-manage its own board.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BDA – Board Organizational Meeting

District Policy: BDB – Board Officers

Rationale: Orton Academy is a separate entity and should be able to establish its own process and timeline for selecting officers as described in the board bylaws.
Replacement Plan: Orton Academy has established its own process for selecting officers that includes a nomination process, discussion, and vote. From the bylaws, officers and their roles are as follows: <ul style="list-style-type: none"> ● President – The president serves as the supervisor of the other officers and presides over all meetings. It is the responsibility of the president to ensure that all resolutions are fulfilled. ● Vice-President – The vice-president assists the president and performs all duties as assigned by the president. The vice-president performs the president’s duties in the event of absence or inability to conduct the work. The vice-president conducts board elections. ● Secretary – The secretary keeps the minutes of the proceedings of the board of directors, ensures notices are posted in compliance with the law, is the custodian of all corporate records, and performs other duties as assigned by the Board. ● Treasurer – The treasurer oversees the care of all funds, monitors compliance with financial regulations, and reports on the state of the school’s finances.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own process for electing board officers and self-manage its own board.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BE – School Board Meetings
Rationale: Orton Academy is a separate entity and pursuant to statutory authority and in accordance with state law, should be able to establish its own criteria for board member meetings.
Replacement Plan: Orton Academy board bylaws state the following related to regular and special board meetings. Regular meetings: The Orton Academy board holds monthly meetings, open to the public. At least six meetings, including a regular annual meeting of the Board of Directors, shall be held determined by the board, for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide by resolution the time and place within El Paso County, Colorado, for the holding of additional regular meetings. Special meetings: Special meetings of the Orton academy Board of Directors may be called by or at the request of the president. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place within El Paso County, Colorado, for holding any special meeting of the Board called by them.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for holding meetings.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BEAA – Electronic Participation in School Board Meetings
Rationale: Orton Academy is a separate entity and should be able to establish its own policy for electronic participation in a school board meeting.

Replacement Plan: Orton Academy board bylaws state that members of the Board of Directors or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for electronic participation in board meetings.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BEDA – Notification of Board Meetings
Rationale: Orton Academy is a separate entity and should be able to, in accordance with the law, establish its own policies for notification of board meetings.
Replacement Plan: Notice of Meetings: Orton Academy shall provide notice of all meetings in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401 et seq. Public notice of the annual meeting shall be posted at the Orton Academy campus and/or website no less than 24 hours prior to the holding of the meeting. In addition to the notice provisions of the Colorado Open Meetings Law, a notice of any special meeting of the Board of Directors stating the date, time, and place of the meeting shall be given to each Director at such Director’s business or residential address at least five days prior thereto by the mailing of written notice by first-class, certified or registered mail, or at least two days prior thereto by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wired or wireless communication (and the method of notice need not be the same as to each Director). Written notice, if in a comprehensible form, is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first-class postage affixed; and (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice is effective when communicated in a comprehensible manner. If transmitted by facsimile, electronic transmission, or another form of wire or wireless communication, notice shall be deemed to be given when the transmission is complete. Waiver of Notice: A Director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 3.6(b), the waiver shall be in writing and signed by the Director entitled to the notice. Such waiver shall be delivered to the corporation for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A Director’s attendance at or participation in a meeting waives any required notice to that Director of the meeting unless: (i) at the beginning of the meeting or promptly upon the Director’s later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the Director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for notification of meetings.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BEBD – Agenda

Rationale: Orton Academy is a separate entity and should be able to establish its own process for creating the board agenda.

Replacement Plan: The school principal and president of the board shall collaborate to write the board agenda.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish its own processes for creating the board agenda.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BEDD – Rules of Order

Rationale: Orton Academy is a separate entity and should be able to establish its rules of order.

Replacement Plan: Orton Academy will employ an informal method of holding meetings, as determined by the board president. When needed a modified version of Robert’s Rules is employed.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish its own rules of order for holding meetings.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: BEDF – Voting Method

Rationale: Orton Academy is a separate entity and should be able to establish its own policies and processes for voting.

Replacement Plan: Orton Academy bylaws state that the presence of at least a majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors unless otherwise required by the Act, the articles of incorporation or these bylaws. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Director may vote or act by proxy at any meeting of Directors.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for voting.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BEDG - Minutes
Rationale: Orton Academy is a separate entity and should be able to write its own policies for keeping and maintaining minutes of board meetings.
Replacement Plan: Orton Academy’s board bylaws state that the board shall keep as permanent records minutes of all meetings of the Board of Directors and members (if any), a record of all actions taken by the Board of Directors or members without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the corporation, and a record of all waivers of notices of meetings of the Board of Directors or any committee of the Board of Directors or members (if any). All such permanent records shall be maintained in accordance with the Colorado Open Meetings Law.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for keeping and maintaining minutes of board meetings.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BEDH – Public Participation in Board Meetings
Rationale: Orton Academy is a separate entity and should be able to establish its own process for engaging the public in its board meetings.
Replacement Plan: Orton Academy establishes specific guidelines for public participation in board meetings. The president facilitates the process for public comments. When members of the public attend board meetings, and the president deems it necessary, he/she will invite the members of the public to participate in the meeting. The board then votes on matters.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for engaging the public in board meetings.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: BG – School Board Policy Process
Rationale: Orton Academy is a separate entity and should be able to establish its own method for policy creation and adoption.
Replacement Plan: Orton Academy establishes committees for the purpose of policy creation. Committees follow these steps: 1. Write an outline of said policy; 2. Submit policy outline to the board for review and discussion; 3. Write policy; 4. Review by the board and discussion; 5. The policy is reviewed by legal counsel (if necessary); 6. The policy is voted on by the board; 7. The policy is made public.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policy creation process.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: CBA/CBC – Qualifications/Powers and Responsibilities Chief
Rationale: Orton Academy is a separate entity and should be able to establish its own job descriptions including qualifications, powers, and responsibilities of all school leaders.
Replacement Plan: Orton Academy will write job descriptions for its school leaders to include information on the nature of the position, essential duties and responsibilities, supervisory relationships, qualifications, and information on the unique aspects of Orton Academy’s academic program and school culture.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria for qualified school leaders.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: CBB – Recruitment of Chief Officers
Rationale: Orton Academy is a separate entity and should be able to establish its own process for recruiting school leaders.
Replacement Plan: Orton Academy’s recruitment process occurs in the following steps: 1) Identify the mission-driven needs of Orton Academy. The school holds itself accountable for searching for candidates who have a commitment to the mission and the design principles. In all conversations, printed material, and online posts the school will articulate the desire to seek staff that share the vision for the school. 2) Orton Academy will assemble a personnel committee that includes a combination of administrative and teaching staff to oversee our recruitment efforts. 3) The recruitment team will implement outreach strategies that raise awareness about Orton Academy and generate interest in leadership positions, casting a wide net. Outreach strategies include: <ul style="list-style-type: none"> ● Information sessions at local colleges of education ● Securing partnerships with professional organizations ● Advertising through national and local non-profits ● Job fairs ● Networking events with prospective candidates ● Advertising on social media outlets (Facebook, Linked In, Twitter, Indeed)
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish processes for recruiting its school leaders.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: CHCA – Handbook and Directives

Rationale: Orton Academy is a separate entity and should be able to establish its own process and criteria for the contents, and quality assurance and approval processes for its handbooks.
Replacement Plan: Orton Academy will determine the need and contents for its own policies. OA has handbooks for students, teachers, and parents. The contents of each handbook are determined by the audience and need, and each handbook goes through a revision and approval process prior to publication. All handbooks will contain Orton Academy’s mission, vision, and design principles.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria and quality assurance process for all handbooks.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: DAA – Continuing Financial Stability
Rationale: Orton Academy is a separate entity and should be able to establish its own process for and criteria for financial stability.
Replacement Plan: Orton Academy will write and implement its own processes for assessing and working toward financial stability. Orton Academy will establish policies and practices that make up the school’s financial handbook.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to write its own financial policies including the process for assessing financial stability.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan
District Policy: DJ/DJA – Purchasing/Purchasing Authority
District Policy: DJB – Purchasing Procedure
District Policy: DJB-R – Purchasing Procedure
Rationale: Orton Academy is a separate entity and should be able to establish its own policies and procedures for purchasing.
Replacement Plan: Orton Academy will establish its own purchasing and contracting policies, but will not create a special department for this due to the school’s small size. Procurement and Contracting will be the responsibility of Orton Academy’s Principal and/or Office Manager.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.
How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.
Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and procedures for purchasing.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: DJE – Bidding Procedures

Rationale: Orton Academy is a separate entity and should be able to establish its own processes for bidding.

Replacement Plan: Orton Academy is a separate entity and should be able to establish its own processes for bidding.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish and manage its own bidding process.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: JICA – Student Dress Code

Rationale: Orton Academy is a separate entity and should be able to establish its own dress code for students.

Replacement Plan: Orton Academy writes and implements its own dress code policy. The dress code policy is communicated in the family and student handbook.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish its own dress code policy.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: JK – Student Discipline

Rationale: Orton Academy is a separate entity and should be able to establish its own policies and procedures for student discipline.

Replacement Plan: Orton Academy will write and implement its own policies and procedures in accordance with its philosophy, culture, and understanding of child development.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish student discipline policies and procedures that support its unique identity and philosophy.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: JKBA – Disciplinary Removal from the Classroom

District Policy: JKBA-R – Disciplinary Removal from the Classroom

Rationale: Orton Academy is a separate entity and should be able to establish its own policies and procedures for student removal from the classroom.

Replacement Plan: Orton Academy will write and implement its own policies and procedures for removing students from the classroom. Consideration of teacher teams in the policy is crucial for OA.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own policies and procedures for the removal of students from the classroom.

District Policy Waivers: District Policy Description, Rationale and Replacement Plan

District Policy: KE – Stakeholder Concerns and Complaints

District Policy: KEA – Stakeholder Grievance Process

District Policy: KEA-E-1 – Stakeholder Grievance Process

District Policy: KEA-E-2 – Stakeholder Grievance Process

District Policy: KEA-R – Stakeholder Grievance Process

Rationale: Orton Academy is a separate entity and should be able to establish its own policy for dealing with concerns and complaints.

Replacement Plan: Orton Academy will write and implement its own policies and procedures for removing students from the classroom. Consideration of teacher teams in the policy is crucial for OA.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Orton Academy anticipates that the requested waiver will have no financial impact upon District 11 or the Orton Academy budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by school performance criteria that apply to Orton Academy, as set forth in the Charter Agreement.

Expected Outcome: As a result of the waiver, the school will be able to write and implement its own grievance policy and process.