**Banning Lewis Ranch Academy**

**Rationale and Replacement Plan for Waiver Request**

**C.R.S. 22-9-106 Local Board of Education Duties-Performance Evaluation System**

**C.R.S. 22-2-112(1)(q)(l) Commissioner Duties**

**Basic Information:**

**School Name:** Banning Lewis Ranch Academy

**School Address:** 7094 Cottonwood Tree Drive

**Prepared by:** Amy Brundage

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**Rationale**: Banning Lewis Ranch Academy (BLRA) or designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. Additionally, Banning Lewis Ranch Academy will not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(l).

**Replacement Plan**: Banning Lewis Ranch Academy uses its own evaluation system as agreed to in the Charter School Agreement with Falcon 49 School District. Banning Lewis Ranch Academy’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in the evaluation system and the methods used for Banning Lewis Ranch Academy’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Banning Lewis Ranch Academy will not be required to report their teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to 22-11-503.5 as this is a non-waivable statute.

**Duration of the Waiver:** BLRA requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2035.

**Financial Impact:** BLRA anticipates that the requested waiver will have no financial impact on the Falcon 49 School District or the BLRA budget.

**How the Impact of the Waiver will be Evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in BLRA’s charter school contract.

**Expected Outcome:** With this waiver, the school will be able to spend more time reviewing the teacher evaluation data for important, internal use to promote good teaching.