

School Name Jefferson Academy Senior High

School Address 9955 Yarrow Street, Broomfield, CO 80021

Prepared by _____

Preparer's Phone Number _____

Preparer's Email Address _____

Principal's Name _____

Principal's Email Address _____

Governing Board President's Name _____

Governing Board President's Email _____

REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

<u>STATUTE</u>	<u>DESCRIPTION AND RATIONALE</u>
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C.R.S. § 22-9-106 (4) (substantive)	<u>Local Board of Education – Duties</u> <u>Certificated Personnel Evaluations</u> This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).
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Rationale: The JASH principal must have the ability to perform the evaluation of all personnel. Should the principal of the Senior High not have a Type D certificate, this should not preclude him or her from administering the evaluations.

Plan: The Jefferson Academy Senior High Performance Appraisal System is outlined in Appendix G.

Duration of the Waivers: The JASH requests that the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The JASH anticipates that the requested waiver will have no financial impact upon the Jefferson County School Board or the senior high budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the senior high, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the senior high 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 the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109 (1)(f) (delegation)	<u>Boards of Education – Specific Duties</u> Requires the Board of Education to employ all personnel and fix their compensation.
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Rationale: The JASH will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the senior high requests that these statutory duties be waived or delegated from the Jefferson County School District Board of Education to the principal and Board of Directors of the JASH. The success of the senior high will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All JASH staff will be employed on an at-will basis.

Replacement Plan: The senior high will be responsible for these matters rather than the District. A sample of the type of teacher contract that will be used at Jefferson Academy Senior High is attached as Appendix G.

Duration of the Waivers: The senior high requests that the waivers be for the duration of its contract with the Jefferson County School Board. Therefore, the waivers are requested for five academic years, through June 30, 2004.

Financial Impact: The JASH anticipates that the requested waiver will have no financial impact upon the Jefferson County School District. The senior high must operate within its budget and the cost of employing staff has been included in that budget.

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 senior high, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the senior high will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. § 22-32-109 (l)(t) Boards of Education – Specific Duties
(delegation) Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The Jefferson County School Board has granted to the Board of Directors of Jefferson Academy Senior High the authority to determine the educational program and textbooks to be used in the Senior High. The District R-1 Board retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The Senior High educational program and curriculum is detailed in this Charter application.

Duration of the Waiver: The Senior High requests that the waiver be for the duration of its contract with the Jefferson County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact upon District R-1 or the Senior High.

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 the Senior High, as per this Charter School Agreement.

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

C.R.S. § 22-32-110 (1) (h) Local Board Powers
(delegation) Makes Board of Education responsible for terminating personnel.

Rationale: Jefferson Academy Senior High will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and terminating its own employees. Therefore, the Senior High requests that these statutory duties be waived or delegated from the Jefferson County Board of Education to the principal and Board of Directors of the Senior High. The success of the Senior High will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with this Charter School Agreement and the goals and objectives of the school. All JASH staff will be employed on an at-will basis.

Replacement Plan: The Senior High will be responsible for these matters rather than the District. A sample of the type of teacher contract that will be used in the Jefferson Charter Senior High is attached as Appendix G.

Duration of the Waiver: The Senior High requests that the waivers be for the duration of its contract with the Jefferson County School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact upon the Jefferson County R-1 School District. The Senior High must operate within its budget and the cost of employing staff has been included in that budget.

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 Senior High, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the Senior High will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.

C.R.S. § 22-32-126
(delegation)

Employment & Authority of Principals
Authorizes Board of Education to employ Principals.

Rationale: The Senior High will be responsible for its own personnel matters, including employing the principal, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals employed at JASH will be employed on an at-will basis. Therefore, the Senior High requests that these statutory duties be waived or delegated from the Jefferson County Board of Education to the Board of Directors of the Senior High. The success of this Senior High will depend in large part upon its ability to select and employ its own principal and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The Senior High will be responsible for these matters rather than the District. The Senior High principal and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: The Senior High requests that the waivers be for the duration of its contract with the Jefferson County School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact upon the Jefferson County R-1 School District. The Senior High must operate within its budget and the cost of employing staff has been included in that budget.

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 Senior High, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the Senior High will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-63-201

Employment – Certificate required

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

C.R.S. § 22-63-402
(substantive)

Services – Disbursements

Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

Rationale: The Senior High should be granted the authority to hire teachers and principals that will support the schools 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 the Senior High's chief executive officer. The Senior High 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 as set forth in Appendix G. All employees of JASH will be employed on an at-will basis.

Replacement Plan: The Senior High will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for the Senior High to be able to hire teachers and/or principals without a certificate and who possess unique background and/or skills or fill the need of the Senior High.

Duration of the Waivers: Jefferson Charter Senior High requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact on Jefferson County School District or the Senior High.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the Senior High, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the Senior High will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-203	<u>Probationary Teachers – renewal and non-renewal of employment contract – Specific Duties</u> Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.
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C.R.S. § 22-63-403 (substantive)	<u>Payment of Salaries</u> Governs payment of salaries upon termination of employment of a teacher.
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Rationale: The Senior High should be granted the authority to develop its own employment contracts and terms and conditions of employment. The Senior High will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful in the Senior High. All employees of JASH will be employed on an at-will basis.

Replacement Plan: Appendix G has a sample Senior High teacher contract with the terms of non-renewal and renewal of employment contracts, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Jefferson Charter Senior High requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact on Jefferson County School District or the Senior High.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the Senior High, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the Senior High will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206 (substantive)	<u>Teacher Employment, Compensation and Dismissal Act</u> Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.
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Rationale: The Senior High is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into the Senior High or transfer teachers from the Senior High to District schools, except as provided for in the Charter School Agreement.

Replacement Plan: The Senior High will hire teachers on a “best qualified” basis. Teachers who wish to transfer from the Senior High may follow District procedures.

Duration of the Waiver: The Senior High requests that this waiver be for the duration of its contract with the Jefferson County District R-1 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact on Jefferson County School District or the Senior High.

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 the Senior High, as set forth in this Charter School Agreement.

Expected Outcome: The Senior High expects that as a result of this waiver it will be able to manage its own personnel affairs. Consistent with the terms of this Charter School Agreement and the Colorado Charter School Law, this Senior High will provide the opportunity for teachers to transfer back into the District if they so choose.

C.R.S. § 22-63-301 Transfer Employment, Compensation and Dismissal Act
Grounds for dismissal.

C.R.S. § 22-63-302 Procedures for dismissal of teachers.
(substantive)

Rationale: The success of the Senior High in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The Senior High must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to the Senior High as the school is only of limited duration. All employees of JASH will be employed on an at-will basis.

Replacement Plan: Continued employment in the Senior High shall be subject to an annual satisfactory performance evaluation. Teachers who are rated unsuccessful may be terminated by the Senior High.

Duration of the Waivers: The Senior High requests that the waivers be for the duration of its contract with the Jefferson County District R-1 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact on Jefferson County School District or the Senior High. The Senior High must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Senior High, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the Senior High will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-63-401
(delegation)

Transfer Employment, Compensation and Dismissal Act
Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: The Senior High should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the Senior High may be different from that of the District and compensation must be adjusted accordingly.

Replacement Plan: The Senior High will adopt its own salary schedule. The Senior High will set competitive rates for each level of teachers it employs. The Senior High principal will determine the placement of teachers on the salary schedule. The District salary schedule will be used as a guideline for developing the Senior High's salary schedule.

Duration of the Waiver: Jefferson Charter Senior High requests that the waivers be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact on Jefferson County School District. The Senior High will be able to employ teachers and determine a salary schedule consistent with its budget.

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 the Senior High, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, the Senior High should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-32-109 (1)(b)
(delegation)

Boards of Education – Specific Duties
Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: The Senior High will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of the Senior High will adopt policies and the principal of the Senior High will prescribe rules and regulations.

Duration of the Waiver: Jefferson Academy Senior High requests that the waiver be for the duration of its contract with the Jefferson County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2004.

Financial Impact: The Senior High anticipates that the requested waivers will have no financial impact on Jefferson County School District. The Senior High will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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 the Senior High, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, the Senior High 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.