

SAMPLE

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Journey Academy

School Address: 2468 Alpine Drive, Denver, CO 80203

Prepared by: Ruth Smith

Preparer's Phone Number 303-333-333

Preparer's Email Address ruth.smith@journeycharter.com

Charter School Contact: Bob McDaniels

Charter School Contact Email Address bob.mcdaniels@journeycharter.com

District Contact Name: Lynn Richards

District Contact Email Address: lrichards@Evansk12.co.us

AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

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

C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

These statutes allow a charter school to implement their own performance evaluations and not to have to report those evaluation ratings.

Rationale: The Journey Academy Headmaster 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. The BOD must also have the ability to perform the evaluation for the Headmaster or designated head of school. Additionally, Journey 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. 22-2-112(1)(q)(I)

Plan: Journey Academy uses its own evaluation system as agreed to in the Charter School Agreement with Evans Schools District and therefore should not be required to report their teacher evaluation data. Journey Academy's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Journey Academy's evaluation system includes 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. Core course level participation will continue to be reported PURSUANT TO C.R.S. 22-11-503.5, as this is a non-waivable statute.

Duration of the Waivers: Journey Academy requests that the waiver be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: Journey Academy anticipates that the requested waiver will have no financial impact upon the Evans Schools District or the Journey Academy 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 school, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the school 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 (I)(f) Boards of Education. Specific Duties

(delegation) Requires the Board of Education to employ all personnel and fix their compensation.

Rationale: Journey Academy 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 school requests that these statutory duties be waived or delegated from the Evans Schools District to the administration and Board of Directors of Journey Academy. The success of the school 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 Journey Academy staff will be employed on an at-will basis.

Replacement Plan: Journey Academy will be responsible for these matters rather than the Evans Schools District. Journey Academy uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waivers are requested for five academic years, through June 30, 2017.

Financial Impact: Journey Academy anticipates that the requested waiver will have no financial impact upon the Evans Schools District. The school 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 school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school 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(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

Rationale: The school year at Journey Academy will total approximately 180 days per year which exceeds the current requirement in state statute. Journey Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Journey Academy will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by Journey Academy and will meet or exceed the expectations in state statute

Duration of the Waivers: Journey Academy requests that the waivers be for the duration of its contract

with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District or Journey Academy.

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 school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties

Teacher Pupil Contact Hours

Rationale: Journey Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Journey Academy will prescribe the actual details of teacher-pupil contact hours instead of the Evans School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Journey Academy requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District or Journey Academy.

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 school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-32-109 (l)(t) Boards of Education . Specific Duties

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 Evans Schools District has granted to the Board of Directors of Journey Academy the authority to determine the educational program and textbooks to be used in the school. The Evans Schools District retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The Journey Academy educational program and curriculum is detailed in this Charter application.

Duration of the Waiver: Journey Academy requests that the waiver be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: Journey Academy anticipates that the requested waivers will have no financial impact upon the Evans Schools 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 Journey Academy, as per this Charter School Agreement.

Expected Outcome: The school 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.

C.R.S. § 22-32-110(1)(i) Local Board Powers

(delegation) Reimburse employees for expenses C.R.S.

§22-32-110(1)(j) Local Board Powers (delegation)

Procure life, health, or accident insurance C.R.S. §22-

32-110(1)(k) Local Board Powers

(delegation) Policies relating to in-service training and official conduct

C.R.S. §22-32-110(1)(ee) Local Board Powers

(delegation) Employ teachers' aides and other non-certified personnel

Rationale: Journey Academy 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 school requests that these statutory duties be waived or delegated from the Evans Schools District to the Headmaster or authorized head of school and Board of Directors of Journey Academy. The success of Journey Academy 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 Journey Academy staff will be employed on an at-will basis.

Replacement Plan: Journey Academy will be responsible for these matters rather than the Evans Schools District. Journey Academy uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waivers are requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Evans Schools District or the school. Journey Academy 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 school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school 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 Employment & Authority of Principals

(delegation) Authorizes Board of Education to employ Principals.

Rationale: Journey Academy will be responsible for its own personnel matters, including employing the headmaster or designated head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/headmasters employed at Journey Academy will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the Evans Schools District to the Board of Directors of Journey Academy. The success of this school will depend in large part upon its ability to select and

employ its own principal/headmaster and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than the Evans Schools District. The school's principal/headmaster and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: The school requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waivers are requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the Evans Schools District. Journey Academy 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 school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school 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. §22-33-104(4)

Compulsory School Attendance

Rationale: Journey Academy will be responsible for creating the written policy setting forth the school's attendance requirements. The Evans School District reserves the right to approve the plan once it has been created

Replacement Plan: Journey Academy will be responsible for creating the written attendance policy for the school. The plan will meet the or exceed the expectations set forth in state law.

Duration of the Waivers: Journey Academy requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District or Journey Academy.

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 school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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 Services . Disbursements

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

C.R.S. § 22-63-202, C.R.S. Teacher employment, contracts in writing-duration-damage provision

Rationale: Journey Academy should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The principal/headmaster will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's

chief executive officer. The school will seek to attract principals/headmasters 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 Journey Academy will be employed on an at-will basis. All employees of Journey Academy will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency). **Replacement Plan:** The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Journey Academy.

Duration of the Waivers: Journey Academy requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District or Journey Academy.

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 school, as per this Charter School Agreement.

Expected Outcome: 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.

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

C.R.S. § 22-63-403 Payment of Salaries

(substantive) Governs payment of salaries upon termination of employment of a teacher.

Rationale: Journey Academy should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school 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 at Journey Academy. All employees of Journey Academy will be employed on an at-will basis.

Replacement Plan: Journey Academy has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Journey Academy requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District or Journey Academy.

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 school, as per this Charter School Agreement.

Expected Outcome: 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.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Journey Academy is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Evans Schools District should not have the authority to transfer its teachers into Journey Academy or transfer teachers from Journey Academy to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools 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 Journey Academy, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

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.

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

Replacement Plan: Continued employment in the school shall be subject to a twice yearly satisfactory performance evaluation, although all employees of Journey Academy will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Journey Academy.

Duration of the Waivers: The school requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waivers are requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District or Journey Academy. The school 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 school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school 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 Transfer Employment, Compensation and Dismissal Act

(delegation) Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: Journey Academy should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the Evans Schools District and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Journey Academy will set competitive rates for each level of teachers it employs. Journey Academy's Headmaster or designated head of school will determine the placement of teachers.

Duration of the Waiver: Journey Academy requests that the waivers be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Evans Schools District. Journey Academy 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 Journey Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Journey Academy 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 (l)(b) Boards of Education . Specific Duties

(delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: Journey Academy will be operating independently from other schools in the Evans Schools 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 Journey Academy will adopt policies and the headmaster or designated head of school of Journey Academy will prescribe rules and regulations.

Duration of the Waiver: Journey Academy requests that the waiver be for the duration of its contract with the Evans Schools District. Therefore, the waiver is requested for five academic operating years, through June 30, 2017.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on Evans Schools District. Journey Academy 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 Journey Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Journey Academy 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.