

Animas High School

Rationale and Replacement Plan for Waivers from State Statute and Rule

School Name: Animas High School

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AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

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

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The Animas High School 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 ANIMAS HIGH SCHOOL BOD must also have the ability to perform the evaluation for the Head of School.

Plan: Animas High School uses its own evaluation system as agreed to in the Charter School Agreement with the Charter School Institute. The evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Animas High School'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.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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 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 (l)(f) Boards of Education. Specific Duties (delegation)

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

Rationale: Animas High School 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 Charter School Institute to the administration and Animas High School BOD. 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 Animas High School staff will be employed on an at-will basis.

Replacement Plan: Animas High School will be responsible for these matters rather than the Charter School Institute. Animas High School uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget. 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 Animas High School will total approximately 180 days per year which exceeds the current requirement in state statute. Animas High School will prescribe the actual details of its own school calendar to best meet the needs of its students.

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

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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: Animas High School will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students.

Replacement Plan: Animas High School will prescribe the actual details of teacher-pupil contact hours instead of the Charter School Institute Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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 Charter School Institute has granted to the Board of Directors of Animas High School the authority to determine the educational program and textbooks to be used in the school. The Charter School Institute retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The Animas High School educational program and curriculum is detailed in the Charter application.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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 Animas High School, 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: Animas High School 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 Charter School Institute to the authorized head of school and Board of Directors of Animas High School. The success of Animas High School 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 Animas High School staff will be employed on an at-will basis.

Replacement Plan: Animas High School will be responsible for these matters rather than the Charter School Institute. Animas High School uses “at will” teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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: Animas High School will be responsible for its own personnel matters, including employing the head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The head of school employed at Animas High School will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the Charter School Institute to the Board of Directors of Animas High School. The success of this school will depend in large part upon its ability to select and employ its own head of school 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 Charter School Institute. The head of school and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget. Animas High 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 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: Animas High School will be responsible for creating the written policy setting forth the school's attendance requirements. The Charter School Institute reserves the right to approve the plan once it has been created.

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

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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: Animas High School should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The head of school 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 Animas High School will be employed on an at-will basis. All employees of Animas High School 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 Animas High School.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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: Animas High School 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 Animas High School. All employees of Animas High School will be employed on an at-will basis.

Replacement Plan: Animas High School 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: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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: Animas High School is granted the authority under the Charter School Agreement to select its own teachers. No other school or the Charter School Institute should not have the authority to transfer its teachers into Animas High School or transfer teachers from Animas High School 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 Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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 Animas High School, 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 Animas High School 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 Animas High School as the school is only of limited duration. All employees of Animas High School 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 Animas High School will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Animas High School.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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: Animas High School 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 Charter School Institute and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Animas High School will set competitive rates for each level of teachers it employs. Animas High School's head of school will determine the placement of teachers.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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 Animas High School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Animas High School 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: Animas High School will be operating independently from other schools in the Charter School Institute 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 Animas High School will adopt policies and the headmaster or designated head of school of Animas High School will prescribe rules and regulations.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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 Animas High School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Animas High School 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.

NON-AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

C.R.S. §22-33-107 Enforcement of Compulsory School Attendance

Rationale: Animas High School will be responsible for creating the written policy setting forth the school's attendance requirements. The Charter School Institute reserves the right to approve the plan once it has been created.

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

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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. § 22-32-120 Food Services Grants board of education the authority to establish, maintain, equip and operate a food service facility.

Rationale: Animas High School will be operating independently from other schools in the Charter School Institute 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 Animas High School will adopt policies and the headmaster or designated head of school of Animas High School will prescribe rules and regulations. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School 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 Animas High School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Animas High School 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.

C.R.S. § 22-33-105 Suspensions, expulsion and denial of admission

Rationale: Animas High School will be responsible for creating the written policy setting forth the school's approach to suspensions, expulsions and denial of admission. The Charter School Institute reserves the right to approve the plan once it has been created.

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

Duration of the Waivers: Animas High School requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for one academic operating year, through June 30, 2015.

Financial Impact: Animas High School anticipates that the requested waiver will have no financial impact upon the Charter School Institute or the Animas High School budget.

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.