

School Name James Irwin Charter High School

School Address 1602 South Murray Blvd. Colorado Springs, CO 80916

Prepared by Jonathan Berg

Preparer's Phone Number 719-477-0504

Preparer's Email Address jandeberg@juno.com

Principal's Name Jonathan Berg

Principal's Email Address jabii1@juno.com

Governing Board President's Name Derry Gibson

Governing Board President's Email \_\_\_\_\_

REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

**STATUTE**

**DISCRIPTION AND RATIONALE**

C.R.S. 22-9-106

Local Board of Education - Duties  
Certificated Personnel Evaluations  
This section requires that employee performance evaluations be performed by a person holding an administrative certificate (type D).

**Rationale:** JICHS will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations. Should the principle or administrator of the high school not have a type D certificate, this should not preclude him or her from administering evaluations consistent with board guidelines.

**Replacement Plan:** The James Irwin Charter High School performance appraisal is outlined in Section i.

**Duration of waivers:** The JICHS Board requests that the waiver be for the duration of its contract with the Harrison District School Board. Therefore the waiver is requested for five academic operating years, through June 30, 2005.

**Financial Impact:** JICHS anticipates that the requested waiver will have no financial impact upon the Harrison District board or the 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 high school, as set forth in this Charter school agreement.

**Expected Outcome:** This waiver will enable JICHS to implement its program and evaluate its teachers in a manner that will produce greater accountability and be consistent with its goals and objectives. This will benefit staff members, students, and the community.

**STATUTE**

**DISCRIPTION AND RATIONALE**

Boards of Education - specific duties

22-32-109 (l) (f)	Requires the Board of Education to employ all personnel and fix their compensation.
22-32-109 (l) (w)	Requires the Board of Education to adopt written rules and regulations for student conduct, welfare, etc
22-32-109 (1) (z)	Requires the Board of Education to provide in-service training.
22-32-110 (1) (h)	Makes the Board of Education responsible for terminating personnel.
22-32-110 (1) (i)	Authorizes the Board of Education to reimburse employees for expenses.
22-32-110 (1) (j)	Grants power to the Board of Education to procure group life, health or accident insurance for employees.
22-32-110 (1) (k)	Grants Boards of Education power to adopt written policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, official conduct and welfare of employees.
22-32-110 (1) (ee)	Authorizes the Board of Education to employ teacher aides and noncertificated personnel.
22-32-126	Authorizes Board of Education to employ principles.

(Delegation waivers)

**Rationale:** The charter 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 James Irwin Charter High School requests that these statutory duties be waived or delegated from the Harrison School District board of Education to the Board of Directors of the James Irwin Charter High School. The success of the charter school will depend in large part on its ability to select and employ its own staff and to train and direct that staff in accordance with the JICHS vision and mission.

**Replacement Plan:** The Board of Directors of the James Irwin Charter High School will set policy and be responsible for all issues of employment, compensation, employee benefits, training, and rules and regulations necessary to a professional, safe work environment.

**Duration of the Waivers:** The James Irwin Charter High School requests that the waivers be for the duration of its contract with the Harrison District 2 Board. Therefore the waivers are requested for five academic operating years through June 30, 2005.

**Financial Impact:** James Irwin Charter High School anticipates that the requested waivers will have no financial impact on the Harrison District 2. JICHS 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:** Since teacher selection, training, and performance has a critical impact on the performance of the entire school, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the high school, as set forth in this Charter school agreement.

**Expected Outcome:** As a result of these waivers, James Irwin Charter High School will select, employ, compensate, and provide professional development for its own teachers and staff.

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:** The James Irwin Charter High School 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 JICHS will adopt policies and the principal of the JICHS will prescribe rules and regulations.

**Duration of the Waiver:** James Irwin Charter High School requests that the waiver be for the duration of its contract with the Harrison School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2005.

**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 James Irwin Charter High School, 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.

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 Harrison School Board has granted to the Board of Directors of James Irwin Charter High School the authority to determine the educational program and textbooks to be used in the High School.

**Replacement Plan:** The JICHS educational program and curriculum is detailed in the Charter application.

**Duration of the Waiver:** The Senior High requests that the waiver be for the duration of its contract with the Harrison School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2005.

**Financial Impact:** JICHS anticipates that the requested waivers will have no financial impact upon District 2 or JICHS.

**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 JICHS in the 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. § 22-32-126  
(delegation)

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

**Rationale:** James Irwin Charter High School 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 JICHS will be employed on an at-will basis. Therefore, JICHS requests that these statutory duties be waived or delegated from the Harrison Board of Education to the Board of Directors of James Irwin Charter High School. The success of JICHS will depend in large part upon its ability to select and employ its own principal and staff in accordance with the Charter School Agreement and the goals and objectives of the school.

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

**Duration of the Waiver:** JICHS requests that the waivers be for the duration of its contract with the Harrison School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

**Financial Impact:** James Irwin Charter High School anticipates that the requested waivers will have no financial impact upon the Harrison School District. JICHS 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 JICHS, as set forth in the Charter School Agreement.

**Expected Outcome:** As a result of these waivers, JICHS 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

Services – Disbursements

(substantive)

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

**Rationale:** James Irwin Charter High School should be granted the authority to hire teachers and principals that will support the school'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 the Senior High's chief executive officer. JICHS 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 JICHS will be employed on an at-will basis.

**Replacement Plan:** JICHS will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for James Irwin 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:** James Irwin Charter High School requests that the waivers be for the duration of its contract with the Harrison School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2005.

**Financial Impact:** James Irwin High anticipates that the requested waivers will have no financial impact on Harrison School District or on JICHS.

**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 JICHS, as stated in the Charter School Agreement.

**Expected Outcome:** As a result of these waivers, JICHS 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 – Specific Duties

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

C.R.S. § 22-63-403  
(substantive)

Payment of Salaries

Governs payment of salaries upon termination of employment of a teacher.

**Rationale:** James Irwin Charter High School should be granted the authority to develop its own employment contracts and terms and conditions of employment. JICHS 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 JICHS will be employed on an at-will basis.

**Replacement Plan:** JICHS will develop a teacher agreement 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:** James Irwin Charter High School requests that the waivers be for the duration of its contract with the Harrison School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2005.

**Financial Impact:** JICHS anticipates that the requested waivers will have no financial impact on Harrison School District or on James Irwin 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 JICHS, as stated in the Charter School Agreement.

**Expected Outcome:** As a result of these waivers, James Irwin 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)

Teacher Employment, Compensation and Dismissal Act  
Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

**Rationale:** James Irwin Charter High School 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 JICHS or transfer teachers from the JICHS to District schools. Employees of JICHS are not considered employees of District 2.

**Replacement Plan:** James Irwin High will hire teachers on a "best qualified" basis. Teachers who wish employment at District 2 schools may apply to the District.

**Duration of the Waiver:** James Irwin High requests that this waiver be for the duration of its contract with the Harrison School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2005.

**Financial Impact:** JICHS anticipates that the requested waivers will have no financial impact on the Harrison School District or on JICHS.

**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 JICHS, as stated in the Charter School Agreement.

**Expected Outcome:** James Irwin Charter High School expects that as a result of this waiver it will be able to manage its own personnel affairs.

C.R.S. § 22-63-301

Transfer Employment, Compensation and Dismissal Act  
Grounds for dismissal.

C.R.S. § 22-63-302  
(substantive)

Procedures for dismissal of teachers.

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

**Replacement Plan:** Continued employment at James Irwin Charter High School shall be subject to an annual satisfactory performance evaluation. Teachers who are rated unsuccessful may be terminated by James Irwin High.

**Duration of the Waivers:** James Irwin High requests that the waivers be for the duration of its contract with the Harrison School Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

**Financial Impact:** James Irwin Charter High School anticipates that the requested waivers will have no financial impact on the Harrison School District or on JICHHS. James Irwin 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 JICHHS, as stated in the Charter School Agreement.

**Expected Outcome:** As a result of these waivers, James Irwin Charter High School will be able to provide instruction in accordance with the philosophy and mission as stated in the 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:** James Irwin Charter High School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday, work year and budget considerations for JICHHS may be different from that of the District and compensation must be adjusted accordingly.

**Replacement Plan:** James Irwin Charter High School will adopt its own salary schedule. JICHHS will set competitive rates for each level of teachers it employs. The James Irwin Charter High School administrator will determine the placement of teachers on the salary schedule. The District salary schedule will be used as a guideline for developing the JICHHS's salary schedule.

**Duration of the Waiver:** James Irwin High requests that the waivers be for the duration of its contract with the Harrison School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2005.

**Financial Impact:** James Irwin High anticipates that the requested waivers will have no financial impact on Harrison School District. JICHHS 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 James Irwin Charter High School, as set forth in the Charter School Agreement.

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

