

Flagstaff Academy Waiver Rationale/Replacement Plan

C.R.S. §22-1-110

Effect of use of alcohol and controlled substances to be taught. Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale: FACS uses a different curriculum and sequence than do other St. Vrain District Schools. The instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum should be within the direction and control of the FACS Principal.

Plan: FACS will identify instructional materials and strategies to integrate these topics into the curriculum.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-9-106

Certified Personnel Evaluations. Requires school district to have a written system and related procedures to evaluate the performance of school district certified personnel.

Rationale: The Principal of FACS must have the ability to perform the evaluations for all personnel.

Plan: FACS will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(b) Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District.

Rationale: FACS 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.

Plan: FACS will maintain a Board of Directors and will develop, adopt and implement its own operational policies, rules and regulations.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(f) Requires Board of Education to employ all personnel and fix their compensation.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

Plan: FACS will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(n)(II)(B) Provides for adoption by the Board of Education of a District Calendar applicable to all schools or of individual school calendars.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to establish its own calendar.

Plan: FACS will prescribe its own school calendar.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(t) Grants Board of Education authority to determine the educational program to be carried on in schools of the District and to prescribe textbooks.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to be responsible for its own determination of curriculum, and the selection of textbooks and other instructional materials, consistent with the school's mission, goals and educational program.

Plan: The board of FACS will be responsible to determine the school's curriculum and the selection of textbooks and other instructional materials, consistent with the school's mission, goals and educational program.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(aa) Requires Districts to adopt content standards and a plan for implementation of such standards.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to adopt and implement its own content standards as long as said standards meet or exceed State content standards.

Plan: FACS will adopt content standards and a plan for implementation of such standards. The standards shall meet or exceed State content standards. The administration shall be responsible for implementation of the standards with oversight by the Board of Directors.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-110(h)(i)(j)(k)(ee) Grants Board of Education authority to terminate personnel; reimburse employees for expenses; procure group life, health and accident insurance for employees; adopt policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, conduct and welfare of employees; and employ teacher aides and non-certified personnel.

Rationale: Per above waivers, FACS will be operating on its own budget, hiring its own personnel, and otherwise acting independently from other schools in the District, therefore the Principal of FACS should be able to regulate the above issues to conform with other decisions made regarding hiring, firing, benefits, and training.

Plan: FACS will be responsible for its own personnel matters, including but not limited to employing its own staff, establishing its own terms and conditions of employment, policies, rules and regulations, benefits and providing its own training.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-119 Permits the Board of Education authority to establish and maintain kindergartens and prescribe courses of training, study and rules and regulations governing the program.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to operate its own kindergarten program consistent with the school's mission, goals and educational program.

Plan: FACS will operate its own kindergarten program and develop, adopt and implement the training, study and rules and regulation governing said program.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-126

Authorizes Board of Education to employ principals.

Rationale: The success of FACS will depend in large part upon its ability to select and employ its own staff, consistent with the school's mission, goals and educational program.

Plan: FACS will be responsible for its own personnel matters, including hiring a principal.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-201

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

Rationale: FACS should be granted the authority to hire teachers and a principal who will further the mission, goals and objectives of the school. The Principal will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. FACS seeks to attract principals and teachers from a wide variety of backgrounds, including but not limited to teacher residing out-of-state, teachers seeking alternative certification, persons with backgrounds of successful teaching experience in a setting not requiring a license, as well as persons with business or other professional experience.

Plan: FACS will be responsible for its own personnel matters, including but not limited to employing its own staff, teachers and principals and determining the required education, training and certification in order to further the mission, goals and objectives of the school.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-202

Requires written employment contracts with teachers, including a damages provision, and provides for temporary suspension of employment and cancellation of contract.

Rationale: FACS will be operating independently from the district and hiring its own staff and therefore should be granted the authority to develop its own contracts and terms and conditions of employment consistent with such contracts.

Plan: FACS will be responsible for its own personnel matters, and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-203

Provides for contract with probationary teachers.

Rationale: FACS will be operating independently from the district and hiring its own staff and therefore should be granted the authority to develop its own contracts and terms and conditions of employment consistent with such contracts.

Plan: FACS will be responsible for its own personnel matters, and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-206

Permits transfer of teachers between school upon recommendation of the District chief administrative officer.

Rationale: Per the above waivers, FACS will be responsible for its own hiring of teachers, therefore transfer of teachers would be inappropriate.

Plan: FACS will be responsible for its own selection and hiring of teachers.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-301 Employment grounds for dismissal
C.R.S. § 22-63-302 Procedures for employment dismissal-judicial review

Rationale: Per the above waivers, FACS will be responsible for the hiring and firing of its own teachers, therefore FACS should be responsible for the grounds and procedures for the dismissal of teachers. The success of FACS 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 the charter school.

Plan: FACS will be responsible for its own personnel matters, and will develop its own grounds and procedures for the dismissal of teachers.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-401 Provides for the District Board of Education to adopt a salary schedule and place teachers on the schedule.

Rationale: FACS will be operating independently from other schools in the District and should be delegated the authority to be responsible for its own personnel matters, including determining compensation rates in individual salary negotiations with teachers.

Plan: FACS will be responsible for its own personnel matters, including determining compensation rates of all employees.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-402

Prohibits disbursement on District monies to teachers not holding a valid teacher's certificate or written authorization.

Rationale: FACS should be granted the authority to hire teachers and a principal who will further the mission, goals and objectives of the school. The Principal will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. FACS seeks to attract principals and teachers from a wide variety of backgrounds, including but not limited to teacher residing out-of-state, teachers seeking alternative certification, persons with backgrounds of successful teaching experience in a setting not requiring a license, as well as persons with business or other professional experience.

Plan: FACS will be responsible for its own personnel matters, including but not limited to employing its own staff, teachers and principals and determining the required education, training and certification in order to further the mission, goals and objectives of the school. Full-time teachers in core subject areas will be required to obtain certification within a reasonable amount of time.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-63-403

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

Rationale: FACS will be operating independently from the district and hiring its own staff and therefore should be granted the authority to develop its own contracts and terms and conditions of employment consistent with such contracts including provisions for any payments due after termination of the contract.

Plan: FACS will be responsible for its own personnel matters, and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: FACS requests that the waiver be for the duration of its contract with the St. Vrain Valley School Board. Therefore, the waiver is requested for ten (10) academic operating years.

Financial Impact: FACS anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.