
Rationale and Replacement Plan for Waivers from State Statute and Rule:

Basic Information

School Name: Battle Rock Charter School

School Address: 11351 Road G, Cortez, CO 81321

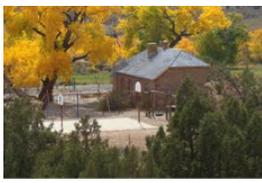
Prepared by: Karen Casgrain

Preparer's Phone Number: 734-945-2558

Preparer's Email Address: karen.casgrain@gmail.com

District Contact Name: Carol Mehesy

District Contact Email Address: cmehesy@cortez.k12.co.us



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

970-565-3237

The CDE now automatically grants the following waivers and requires no evidence of rationale or replacement plans:

Charter School Automatic Waivers as of 1/1/15	
Statutory Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

The following are Battle Rock Charter School's non-automatic waiver requests:



BATTLE ROCK CHARTER SCHOOL

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STATUTE:

22-9-106, C.R.S.

22-2-112(1)(q)(I), C.R.S.

Description:

C.R.S. 22-9-106 establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the State Board, and the minimum information required in the district's written evaluation system. **C.R.S.**

22-2-112(1)(q)(I) establishes commissioner duties.

Rationale:

The Charter Schools Act establishes that charter schools are responsible for their own personnel matters. In the spirit of SB 191, Battle Rock will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the methods for doing so consistent with the charter school application and proposed contract. Battle Rock Charter School is an at-will employer and not a part of collective bargaining.

The Battle Rock Charter School educational program is unique, as are the needs for staff development and evaluation. Battle Rock is governed democratically by the staff. All educators and paraprofessionals have a voice in school decision making. The Battle Rock staff will use a team approach to teacher evaluation. All efforts and evaluation processes will be grounded in SB 191 criteria. Battle Rock Charter School should not be required to report their teacher evaluations as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan:

Battle Rock Charter School uses a collaborative approach when evaluating certified staff and therefore should not be required to report teacher evaluation data. Staff develops an evaluation plan whereby peer educators observe and evaluate one another. The evaluation process is ongoing and aimed at continuous teacher improvement. The process will be documented and supervised by the administration/school board.

Duration of Waivers:

Battle Rock Charter School requests that the waiver be for the duration of its contract with Montezuma-Cortez RE-1 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

Financial Impact:

Battle Rock Charter School anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the Battle Rock Charter School budget.

How the Impact of the Waiver will be Evaluated:



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

970-565-3237

Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the performance criteria and assessments that apply to Battle Rock. Additionally, the impact of this waiver will be evaluated by staff and school board. Critical review of the effectiveness of the evaluation process and evidence of instructional improvement via student achievement will be assessed and used as criteria for our continuous improvement planning.

Expected Outcome:

As a result of this waiver Battle Rock Charter School Staff will be continuously evaluating and improving individual teaching practices. Additionally, Battle Rock will meet its goals of staff satisfaction with the evaluation process as well as improved student achievement, parental satisfaction, and continuous community support.



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

970-565-3237

STATUTE:

C.R.S. 22-63-201

Description:

C.R.S. 22-63-201 establishes that teachers are required to be certificated as well as other provisions for the personnel relationship between the school and the teacher.

Rationale:

The Charter Schools Act establishes that charter schools are responsible for their own personnel matters. Battle Rock is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating all employees. Selection of personnel is subject to compliance with all federal and state rules and regulations.

Battle Rock Charter School promotes an educational program that is unique and designed to meet the needs of the student population. The Battle Rock Charter School board requires the flexibility to hire the most qualified educator whether or not they hold a certificate. All staff will be hired on an "at-will" basis. Staff is employed under the terms and conditions of a written employment contract. There will be no probationary or non-probationary status for teachers, regardless of how long they have been employed by the school. Teachers will not transfer in and out of district schools, unless they choose to do so voluntarily. The Battle Rock Charter School Board will set salaries, benefits and terms of employment.

Replacement Plan:

The Battle Rock Charter School board will be responsible for setting terms of employment for all staff, including salaries and benefits. Employees will be hired on an at-will basis, under the terms and conditions of a written employment contract. There will be no probationary or non-probationary status of teachers or other staff. Teachers do not have to hold a valid Colorado certificate but must become certified within three years of their employment date.

Duration of Waivers:

Battle Rock Charter School requests that the waiver be for the duration of its contract with Montezuma-Cortez RE-1 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

Financial Impact:

Battle Rock Charter School anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the Battle Rock Charter School budget.

How Impact of the Waiver will be Evaluated:

The impact of this waiver will be evaluated by board, staff, and parents. Additionally, student, parent and community satisfaction with the Battle Rock staff will be considered.



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

970-565-3237

Expected Outcome:

As a result of this waiver Battle Rock will hire teachers that meet the philosophical and programmatic needs of the school. Battle Rock will meet its goals of improved student achievement, parental satisfaction, and continuous community support.



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

970-565-3237

STATUTES:

22-63-202, C.R.S.

22-63-203, C.R.S.

22-63-301, C.R.S.

Descriptions:

C.R.S. 22-63-202 requires written employment contracts; contracts are to be in writing including the duration and a damage provision.

C.R.S. 22-63-203 provides for the renewal and non-renewal of employment contracts. This section establishes specific requirements for the employment of probationary teachers and the renewal and non-renewal of their contracts.

C.R.S. 22-63-301 establishes ground for which teachers can be dismissed.

Rationale:

The Charter Schools Act establishes that charter schools are responsible for their own personnel matters. Battle Rock Charter School will be responsible for its own personnel matters as allowed by the Charter School Act and its contract with the district, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations.

Replacement Plan:

Battle Rock Charter School does not recognize tenure or probationary status, and will employ staff on an "at-will" basis. Battle Rock will write and negotiate its own contracts with teachers.

Duration of Waivers:

Battle Rock Charter School requests that the waiver be for the duration of its contract with Montezuma-Cortez RE-1 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

Financial Impact:

Battle Rock Charter School anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the Battle Rock Charter 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 Charter School.

Expected Outcome:

As a result of this waiver Battle Rock Charter School will be able to implement and carry out its own personnel policies in an effective manner.



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

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STATUTE:

22-63-206, C.R.S.

Description:

C.R.S. 22-63-206 describes the requirements for the transfer of teachers within a school district

Rationale:

The Charter Schools Act establishes that charter schools are responsible for their own personnel matters. It is inconsistent with this statute for the school district to make transfers with or for Battle Rock Charter School.

Replacement Plan:

Battle Rock Charter School will employ its staff on an “at-will” basis. Battle Rock will write and negotiate its own contracts with teachers.

Duration of Waivers:

Battle Rock Charter School requests that the waiver be for the duration of its contract with Montezuma-Cortez RE-1 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

Financial Impact:

Battle Rock Charter School anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the Battle Rock Charter School budget.

How the Impact of the Waiver will be Evaluated:

The impact of the waiver will be evaluated by the same performance criteria and assessments that apply to the charter school.

Expected Outcome:

As a result of this waiver Battle Rock Charter School will be able to implement and carry out its own personnel policies in an effective manner.



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

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STATUTE:

22-32-109(n)(I), C.R.S.

22-32-109(n)(II)(A), C.R.S.

22-32-109(n)(II)(B), C.R.S.

Description:

Statute 22-32-109 (n) (I), C.R.S. establishes the requirement for number of days that a school must provide for student contact and a minimum number of student contact hours (n) (II) (A), reflected on their annual school calendar and protocols for adoption (n) (II) (B).

Rationale:

The Charter School Act establishes that a charter school shall be administered by a governing body in a manner agreed upon by the charter school applicant and the local board of education. The Charter School Act further states that a charter school shall be responsible for its own operations.

Battle Rock Charter School is located in the farthest western corner of Montezuma County in a rural, agricultural community. All of our elementary students must travel significant distances to attend school. During its unique and storied history as a community school serving children and families of this ranching and farming community, as well as children of the Ute Mountain Ute and Navajo Nations, Battle Rock as a charter school has functioned on a four day school week calendar since 1994 in order to accommodate challenges of distance and time. The cost to provide services for a fifth day, and the adversity an additional day and longer calendar would present to our families would be significant (n) (I). Requiring a fifth day given our geographical expanse and related transportation logistics would compromise student attendance significantly and prove a hardship to our families.

Replacement Plan:

Battle Rock Charter School believes student contact time is a significant contributor to continuous student achievement. We have found that the four day week allows for less fatigue in our students and therefore positively influences the quality of student engagement throughout the week. Our daily schedule is structured in such a way as to maximize student engagement and rigor while at school.

Duration of Waivers:

Battle Rock Charter School requests that the waiver be for the duration of its contract with Montezuma-Cortez RE-1 School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

Financial Impact:

Battle Rock Charter School anticipates that the requested waiver will have no financial impact upon the Montezuma-Cortez RE-1 District or the Battle Rock Charter School budget.



BATTLE ROCK CHARTER SCHOOL

11351 Road Cortez Co 81321

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How the Impact of the Waiver will be Evaluated:

The impact of this waiver will be evaluated by the Battle Rock Charter Board, staff and parents with an emphasis to consideration on student achievement as well as budget, auxiliary services and community dynamics.

Expected Outcomes:

As a result of this waiver, Battle Rock Charter School will take responsibility and manage its own operations and program logistics specific to the annual school calendar (n) (II) (B). This waiver will support our school, staff, parents, and community by allowing our school community to take ownership and accountability for meeting our goals for student growth and student achievement. Additionally, this waiver will provide the needed flexibility and creativity to thoughtfully consider the unique nature of our rural community, diverse populations and cultures as well as significant geographic and related transportation challenges in the construction and adoption of a school calendar (n) (II) (B).