

Additional Requests for Waiver of State Laws and/or Regulations

22-2-112 (1)(q)(I)	Board of Education – Specific Duties-Educator Preparation Program Report.
22-9-101	Board of Education- Specific Duties- Licensed Personnel Evaluations
22-9-106	Board of Education – Specific Duties-Performance Evaluation System (From CDE “Charter schools have the ability to seek a waiver for the Licensed Personnel Performance Evaluations Act which enables a charter school to develop and implement their own staff performance evaluations.”)
22-32-109 (1)(a)	Boards of Education-Specific Duties-adopt written bylaws
22-32-109 (1)(n)(I)	Board of Education- Specific Duties- School Calendar
22-32-109 (1)(n)(II)(A)	Board of Education- Specific Duties- Teacher Pupil Contact Hours
22-32-109 (1)(n)(II)(B)	Board of Education-Specific Duties -Adoption of District Calendar
22-32-110(1)(i)	Board of Education-Specific Duties- Reimburse employees for expenses
22-32-110(1)(ee)	Board of Education-Specific Duties-Employ teachers’ aides and other non-certified personnel
22-63-201	Board of Education-Specific Duties-Employment-Certificate Required
22-63-202	Board of Education-Specific Duties-Teacher employment, contracts in writing-duration-damage provision
22-63-203	Board of Education-Specific Duties-Probationary Teachers-renewal and non-renewal of employment contract
22-63-206	Board of Education-Specific Duties-Teacher Employment, Compensation and Dismissal
22-63-301	Board of Education-Specific Duties-Transfer Employment, Compensation and Dismissal Act Grounds for dismissal.
22-63-302	Board of Education-Specific Duties-Procedures for dismissal of teachers.
22-63-401	Board of Education-Specific Duties-Transfer Employment, Compensation and Dismissal Act
22-63-402	Board of Education-Specific Duties-Services. Disbursements (substantive)
22-63-403	Board of Education-Specific Duties-Payment of Salaries (substantive) Governs payment of salaries upon termination of employment of a teacher.

Automatic Waivers of State Laws

1. § 22-9-106, C.R.S. Local board duties concerning performance evaluations;
2. § 22-32-109(1)(b), C.R.S. Local board duties concerning competitive bidding;
3. § 22-32-109(1)(f), C.R.S. Local board duties concerning selection of staff and pay;
4. § 22-32-109(1)(n)(I), C.R.S. Local board duties concerning school calendar;
5. § 22-32-109(1)(n)(II)(A), C.R.S. Determine teacher-pupil contact hours;
6. § 22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar;
7. § 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks;
8. § 22-32-110 (1)(h), C.R.S. Local board powers-Terminate employment of personnel;
9. § 22-32-110(1)(i), C.R.S. Local board duties-Reimburse employees for expenses;
10. § 22-32-110(1)(j), C.R.S. Local board powers-Procure life, health, or accident insurance;
11. § 22-32-110(1)(k), C.R.S. Local board powers-Policies relating the in-service training and official conduct;
12. § 22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel;
13. § 22-32-126, C.R.S. Employment and authority of principals;
14. § 22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences;
15. § 22-63-201, C.R.S. Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate;
16. § 22-63-202, C.R.S. Teacher Employment Act- Contracts in writing, damage provision;
17. § 22-63-203, C.R.S. Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal;
18. § 22-63-206, C.R.S. Teacher Employment Act-Transfer of teachers;
19. § 22-63-301, C.R.S. Teacher Employment Act- Grounds for dismissal;
20. § 22-63-302, C.R.S. Teacher Employment Act-Procedures for dismissal of teachers;
21. § 22-63-401, C.R.S. Teacher Employment Act-Teachers subject to adopted salary schedule;
22. § 22-63-402, C.R.S. Teacher Employment Act-Certificate required to pay teachers; and
23. § 22-63-403, C.R.S. Teacher Employment Act-Describes payment of salaries.

Rationale and Replacement Plan for Waivers from State Statutes and Rules

Basic Information

School Name: James Madison Charter Academy

School Address: 660 Syracuse St., Colorado Springs, CO 80911

Prepared by: Dr. Anne R. Shearer-Shineman

Preparer's Phone Number 719-391-3977

Preparer's Email Address jmcaprincipal@gmail.com

Charter School Contact: Dr. Anne R. Shearer-Shineman

Charter School Contact Email Address: jmcaprincipal@gmail.com

District Contact Name: Connie Florell

District Contact Email Address: florellc@wsd3.org

STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-7-1014(2)(a) which requires each district to administer the school readiness assessment to each student.

Rationale: James Madison Charter Academy should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the school program.

Plan: James Madison Charter Academy has a full-day kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.

1. **Physical well-being and motor development:**

- Students participate four times per week in a structured physical education class, meeting or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year. In addition students participate in a free-play recess program and physical classroom centers daily that encourage gross motor development, as well as social skills and emotional development.
- Students participate several times weekly in art classes or working on art projects, meeting or exceeding state standards. Development of fine motor skills is achieved through of drawing, painting and making objects. Art is also integrated into music classes. Students are assessed on fine motor skills acquired throughout the year.
- Students participate four times per week in music education, meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises, listening and interpreting music, as well as art. Students are assessed throughout the year
- Students participate in weekly technology classes learning how to manipulate the various functions of the computer. Students are assessed throughout the year.

- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. **Social-emotional development** (based on State Standards)

- Students are instructed in the positive behavior support system designed by the school. This includes classroom, lunch room, recess and hallway expectations (5 S's). Students are rewarded for the positive behavior they demonstrate.
- Various classroom positive behavior techniques are implemented. These include red/yellow/green chart, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior. Age-appropriate strategies such as songs help students remember rules and procedures.
- Students are instructed in social skills on a daily basis. This program helps students develop social-emotional skills such as making friends, managing emotions and solving problems to set them on the path for social success and academic readiness. The kindergarten students have 3rd grade buddies who assist them in social activities on a weekly basis.
- Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

3. **Language and comprehension development** (based on State Standards)

- Students receive instruction for at least 90 minutes each day using the SRA Imagine It! Curriculum and supplement resources. This is a comprehensive program for reading, listening and speaking that builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding and build knowledge, language and vocabulary that are essential for comprehension. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need. Assessments are administered regularly to monitor growth.
- Hands-on small group centers are utilized daily to reinforce lessons and allow intervention time with the classroom teacher. The centers provide an opportunity for students to explore with art, building, creating and practicing concepts of the day.
- *DibelsNext* assessment is administered three times per year for benchmark scores. Any student who does not make benchmark is progress monitored every one or two weeks to note progress. Students not making benchmark are assessed with the *DIBELS DEEP* assessment to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction.
- NWEA's MAP assessment for Primary grades is administered to all students three times per year in reading and math. Any student who does not make benchmark is given checklists in the specific areas of deficiency to pinpoint interventions.

4. **Cognition and general knowledge** (based on State Standards)

- Math - Students receive 60 minutes of math instruction using the Everyday Math curriculum. This curriculum is based on the common core/state standards for math. Assessments are given to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need. NWEA's MAP assessment for Primary grades is administered to all students three times per year in reading and math. Any student who does not make benchmark is given checklists in the specific areas of deficiency to pinpoint interventions.
- Science – Students are instructed on various topics including: Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest); Introduction to Magnetism; Seasons and Weather; and Taking care of the Earth. Assessment is given regularly to monitor progress.

- History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globe students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and North and South Pole.); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independent Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House). Assessments are given regularly to monitor progress.
- Assessments information is gathered from standardized assessments (DIBELS, MAP), formal curriculum assessments (Imagine It!, Everyday Math) and formal and informal classroom teacher observations based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas receives intervention strategies in small groups or 1:1 instruction. Student Growth Plans are developed with assessment information and specific goals and interventions. The information includes results of formal assessments, informal assessments and developmental checklists.

If students do not respond with adequate growth following this intervention they may be referred to the RtI team and/or a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment. These assessment results are held in Infinite Campus.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a).

Duration of the Waiver: James Madison Charter Academy requests that the waiver be for the duration of its contract with Widefield School District #3. Therefore, the waiver is requested until June 30, 2020.

Financial Impact: James Madison Charter Academy anticipates that the requested waiver will have no financial impact upon the School District #3 but positively impact the James Madison Charter Academy budget because we can use the materials we have already purchased.

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 Madison Charter Academy's curriculum and the overall program design.

Expected Outcomes: James Madison Charter Academy expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensures student success in higher levels of learning in all academic content areas.

C.R.S. § 22-2-112(1)(q)(I) Local Board of Education-Duties-Performance Evaluation System this section outlines requirements for the Educator Preparation Program Report

Rationale: This is an additional waiver tied to C.R.S. § 22-9-106 required for James Madison Charter Academy to be exempt from reporting performance ratings through Widefield District #3 to CDE. Since James Madison Charter Academy is waiving C.R.S. § 22-9-106, there is not a requirement to report results of the personnel performance ratings to the district or state.

Plan: James Madison Charter Academy has always used its own evaluation system as agreed to in the Charter School Agreement with School District #3. James Madison Charter Academy's evaluation system

will continue to meet the intent of the law as outlined in statute. The methods used for James Madison Charter 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.

Duration of the Waivers: James Madison Charter Academy requests that the waiver be for the duration of its contract with the School District #3. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: James Madison Charter Academy anticipates that the requested waiver will have no financial impact upon the School District #3 or the James Madison Charter Academy budget.

How the Impact of the Waiver 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 Evaluation 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. § 22-9-101 Local Board of Education-Duties-Performance Evaluation System Licensed Personnel Evaluations

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

Rationale: The James Madison Charter Academy Headmaster or designated head of school must have the ability to perform the evaluation of all personnel. Should the administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations. In addition, James Madison Charter Academy should be able to develop and implement their own staff performance evaluations.

Plan: James Madison Charter Academy uses its own evaluation system as agreed to in the Charter School Agreement with School District #3. James Madison Charter Academy's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for James Madison Charter 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.

Duration of the Waivers: James Madison Charter Academy requests that the waiver be for the duration of its contract with the School District #3. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: James Madison Charter Academy anticipates that the requested waiver will have no financial impact upon the School District #3 or the James Madison Charter Academy budget.

How the Impact of the Waiver 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 Evaluation 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)(a) Boards of Education. Specific Duties (delegation) Requires the Board of Education to employ all personnel and fix their compensation.

Rationale: James Madison Charter 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 School District #3 to the administration and Board of Directors of James Madison Charter 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 James Madison Charter Academy staff will be employed on an at-will basis.

Replacement Plan: James Madison Charter Academy will be responsible for these matters rather than the School District #3. James Madison Charter 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 School District #3. Therefore, the waivers are requested for five academic years, through June 30, 2020.

Financial Impact: James Madison Charter Academy anticipates that the requested waiver will have no financial impact upon the School District #3. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waiver 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 James Madison Charter Academy will total approximately 175 student days per year and a longer school day of 7.5 hours which exceeds the current requirement in state statute. James Madison Charter 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 James Madison Charter 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 James Madison Charter Academy and will meet or exceed the expectations in state statute

Duration of the Waivers: James Madison Charter Academy requests that the waivers be for the duration of its contract with the School District #3. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the School District #3 or James Madison Charter 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. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision

Rationale: James Madison Charter 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 James Madison Charter Academy will be employed on an at-will basis. All employees of James Madison Charter 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 James Madison Charter Academy.

Duration of the Waivers: James Madison Charter Academy requests that the waivers be for the duration of its contract with the School District #3. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the School District #3 or James Madison Charter Academy.

How the Impact of the Waiver 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. § 22-63-206 Teacher Employment, Compensation and Dismissal Act Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: James Madison Charter Academy is granted the authority under the Charter School Agreement to select its own teachers. No other school or the School District #3 should not have the authority to transfer its teachers into James Madison Charter Academy or transfer teachers from James Madison Charter 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 School District #3. Therefore, the waiver is requested for five academic operating years, through June 30, 2020.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the School District #3 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 James Madison Charter 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.