

Rocky Mountain Academy of Evergreen Request for State Waivers

Rationale and Replacement Plan for Waivers from State Statute and Rule

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.

Rationale: Rocky Mountain Academy of Evergreen (RMAE) director must have the ability to perform the evaluation of all personnel. Should this person not have a Type D certificate they should not be precluded from administering the evaluations. The Board of Directors must also have the ability to administer the evaluation of their director.

Plan: RMAE uses its own evaluation system as agreed to in the Charter School Agreement with Jefferson County School District. This evaluation system will continue to meet the intent of the law as outlined in statute. The methods include quality standards that are clear and relevant to the roles and responsibilities, and meet the intent of quality standards in SB 10-191.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: RMAE anticipates that the requested waiver will have no financial impact upon the districts or schools operating budget.

How the Impact of the Waivers will be Evaluated: Impact of the waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter School Agreement.

Expected Outcomes: RMAE will be able to implement its program and evaluate the teachers in accordance with its performance system, which is designed to produce 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 Local Board of Education-Duties-Selection of Staff

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

Rationale: The Board of Directors must have the ability to administer the evaluation of their director. Board of Directors' members are not required to hold an administrative certificate.

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Plan: RMAE uses its own evaluation system as agreed to in the Charter School Agreement with Jefferson County School District. This evaluation system will continue to meet the intent of the law as outlined in statute. The methods include quality standards that are clear and relevant to the roles and responsibilities, and meet the intent of quality standards in SB 10-191.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: RMAE anticipates that the requested waiver will have no financial impact upon the districts or schools operating 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 Appraisal 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 (1) (f) Boards of Education. Specific Duties,

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

Rationale: RMAE 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 Jefferson County School District to the administration and Board or Directors of RMAE. The success of the school depends a large part upon ability to select and employ its own staff and to train and direct that staff in accordance with the Charter School Agreement and the goals and objectives of the school. All RMAE staff will be employed on an at-will basis.

Plan: RMAE will be responsible for these matters rather than Jefferson County School District. RMAE uses "at will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

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Financial Impact: RMAE anticipates that the requested waiver will have no financial impact upon the district or schools operating 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 waiver will be Evaluated: The impact of the 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: As a result of this waiver, 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) (b) Local Board Duties. Specific duties

Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district

Rationale: RMAE will operate independently from other schools in Jefferson County School District and will be delegated the authority to develop, adopt, and implement its own operations policies, rules and regulations, subject to the limitations of the Charter School Agreement.

Plan: The Board of Directors of RMAE will adopt policies, and the Director or designated person will prescribe rules and regulations.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: The school anticipates that the requested waiver will have no financial impact on Jefferson County School District. RMAE will be able to adopt policies and prescribe rules and regulations consistent with the operating budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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 this waiver, RMAE 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.

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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 calendar at RMAE will total approximately 180 days per year which exceeds the current requirement in state statute. RMAE will prescribe the actual details of its own school calendar to best meet the needs of its student. The local board will not set these policies and RMAE will have a calendar that differs from the rest of the schools within the district.

Plan: The finale calendar and the school's daily schedule will be designed by RMAE and will meet or exceed the expectations in the state statute.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: RMAE anticipates that the requested waiver will have no financial impact upon the districts or schools operating budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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: RMAE will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Plan: RMAE will prescribe the actual details of teacher-pupil contact hours instead of the Jefferson County School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

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Financial Impact: RMAE anticipates that the requested waiver will have no financial impact upon the districts or schools operating budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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) (t) Board 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: Jefferson County School District has granted to the Board of Directors of RMAE the authority to determine the educational program and textbooks to be used in the school.

Plan: The RMAE educational program and curriculum is detailed in this Charter application.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: RMAE anticipates that the requested waiver will have no financial impact upon the districts or schools operating budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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 §22-32-110 (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

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(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: RMAE 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 Jefferson County School District to the authorized personnel at the school. The success of RMAE depends on the 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 RMAE staff is employed on an at-will basis.

Plan: RMAE is responsible for these matters rather than the Jefferson County School District and uses "at-will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon Jefferson County School District or the school. RMAE must operate within its budget and the cost of employing staff has been included in the budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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 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: RMAE will be responsible for its own personnel matters, including employing the Director. The Director employed at RMAE is on an "at-will" basis. Therefore, the school requests that these

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statutory duties be waived or delegated from the Jefferson County School District to the Board of Directors of RMAE. The success of this school will depend in large upon its ability to select and employ its own Director in accordance with this Charter School Agreement and the goals and objectives of the school.

Plan: RMAE will be responsible for these matters rather than the Jefferson County School District. The school's Director will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon Jefferson County School District or the school. RMAE must operate within its budget and the cost of employing staff has been included in the budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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 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 §22-63-201 Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a Certificate

(delegation) Authorizes school to employ teachers

Rationale: RMAE 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 Jefferson County School District to the authorized personnel at the school. RMAE will ensure that all statutory rules of No Child Left Behind and Highly Qualified teachers will be adhered to following the intent. The success of RMAE depends on the 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 RMAE staff is employed on an at-will basis.

Plan: RMAE is responsible for these matters rather than the Jefferson County School District and uses "at-will" teacher agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies. All hired teachers will be deemed Highly Qualified.

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Financial Impact: The school anticipates that the requested waivers will have no financial impact upon Jefferson County School District or the school. RMAE must operate within its budget and the cost of employing staff has been included in the budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver will be measured by the performance appraisal criteria and easements that apply to the school, as per 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 §22-63-203 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.

Rationale: RMAE should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school operates differently from other schools with a unique curriculum for which having the proper teaching staff is essential. All employees of RMAE are employed on an "at-will" basis.

Plan: RMAE has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination up to the actual day worked.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon Jefferson County School District or the school. RMAE must operate within its budget and the cost of employing staff has been included in the budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver will be measured by the performance appraisal criteria and easements that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will employ professional staff possessing unique skills and/or background, filling all staff needs.

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C.R.S §22-63-206 Teacher Employment Act – Transfer of teachers

C.R.S §22-63-301 Teacher Employment Act – Grounds for Dismissal

C.R.S §22-63-302 Teacher Employment Act – Procedures for dismissal of teachers

Grounds for dismissal

Rationale: The success of RMAE 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 can't deliver its educational program successfully. The concept of tenure does not apply to RMAE staff as the school is only of limited duration. All employees of RMAE are employed on an "at-will" basis.

Plan: Continued employment as stated in the Employee Handbook is subject to a satisfactory performance evaluation. Teachers who are unsuccessful may be terminated by RMAE.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon Jefferson County School District or the school. RMAE must operate within its budget and the cost of employing staff has been included in the budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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 provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S §22-63-401 Teacher Employment Act – Teachers subject to adopted salary schedule

C.R.S §22-63-402 Teacher Employment Act – Certificate required to pay teachers

C.R.S §22-63-403 Teacher Employment Act – Describes payment of salaries

Provides for district for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: RMAE be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may differ from that of other schools in Jefferson County School District and compensation must be adjusted accordingly.

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Plan: Continued employment as stated in the Employee Handbook is subject to a satisfactory performance evaluation. Teachers who are unsuccessful may be terminated by RMAE.

Duration of the Waiver: RMAE requests that the waiver be for the duration of the contract with Jefferson County School District which is requested for five academic operating years through June 30, 2019

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon Jefferson County School District or the school. RMAE must operate within its budget and the cost of employing staff has been included in the budget.

How the Impact of the waiver will be Evaluated: The impact of this waiver 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 attract and attain qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

Statement Re: Teacher Evaluation and SB 10-191

RMAE carries out extensive evaluations including multiple formal observations and goal setting. In addition to setting goals, teachers and the Director work toward creating the rubric by which goal accomplishment is judged, if not clearly stated or obvious in the goal itself. (Specific goals related to test performance will include the benchmark / target.) This applies to non-core teachers (Art, Music, PE, Spanish, Tech) as well.

TEACHER REVIEW AND PERFORMANCE EVALUATIONS

The Director will be responsible for reviewing the classroom performance of all classroom teachers full time and part time. Teachers will receive formal and informal evaluations and reviews. The purpose of evaluations and reviews is:

- ☐ Serve as the basis for improvement of instruction.
- ☐ Enhance the implementation of programs of curriculum.
- ☐ Serve as a measurement of the professional growth and development of personnel.
- ☐ Serve as the measurement of satisfactory performance for individual personnel and serve as documentation for an unsatisfactory performance.

Evaluation and review cycles are as follows:

FORMAL EVALUATIONS

- ☐ All teachers in their 1st and 2nd year of teaching at RMAE
- ☐ Every 3rd year thereafter
- ☐ Any teacher on a growth plan

Formal Evaluation Timeline:

- ☐ The first observation will be completed by the Director by: November 30th
- ☐ Faculty who are not meeting RMAE's professional standards and therefore at risk of not being rehired and will be placed on a growth plan before the winter break
- ☐ If a second observation is required it will be completed by the end of March
- ☐ Review of performance for employees including those on growth plans will be complete by the end of April. This review will include the establishment of goals for returning staff
- ☐ The decision to issue/renew a contract will be made in late April/early May

Written performance evaluations may include commendation for good work, as well as specific recommendations for improvement. You will have the opportunity to discuss your performance evaluation with the Director. This is a good time to ask questions and clarify important points.

INFORMAL REVIEWS

These reviews will occur when a teacher is not in a formal evaluation year and may consist of pre-arranged class observations, drop-in visits, and any individual professional growth requests. All teachers may request an observation at any time, with proper advance notice.

Teacher Performance Reviews include recognition of student performance thusly:

	U	I	A	S	N	Comments
Student Achievement & Growth						
Classroom Grades and Progress						
TCAP / DIBELSNEXT / DRA2 / NWEA – Core						
Teacher Goal Achievement – Core						
Teacher Goal Achievement – Specialists						

Of note is the assessments cited (row 2) and used depends on the grade level / subject of the specific teacher. For non-core teachers, standardized assessments do not apply.

Please see full Teacher Performance Review rubric that follows.

ROCKY MOUNTAIN ACADEMY of EVERGREEN
2013-14 Performance Review

Teacher

Grade/Class

Date of review

Evaluator

U - Unsatisfactory Performance

I - Needs Improvement

A - Demonstrates Appropriate Understanding and Performance

S - Demonstrates Strong Understanding and Performance

N - No Basis for Judgment

	U	I	A	S	N	Comments
Student						
Relating to and developing rapport with students						
Motivating and engaging students						
Knowing students' lives and responding accordingly						
Instruction						
Creating an environment of enjoyment and respect						
Integrating technology						
Creates coherent and logical lessons						
Using questioning techniques						
Differentiating instruction						
Demonstrating knowledge of resources						
Utilizing a variety of assessments						
Exercising appropriate and meaningful discipline						
Student Achievement & Growth						
Classroom Grades and Progress						
TCAP / DIBELSNEXT / DRA2 / NWEA – Core						
Teacher Goal Achievement – Core						
Teacher Goal Achievement – Specialists						
Professional						
Models kindness						
Collegiality						
Accurate and punctual report writing						
Communicating with families						
Growing and developing professionally						

Additional Evaluator Comments:

Other Roles

Contributions

I have read and understand the content of this review.

Teacher (signature) _____

Date of Conference _____

Evaluator Name (signature and title) _____

Teacher Comments (on back if there is disagreement with content above):