

Sent 8/12



COLORADO

Department of Education

Innovation, Choice and
Engagement Division

Charter School Waiver Request Form

(Updated December 2014)

The following automatic waivers have been granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from the following statutes:

State Statute 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)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
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

For any non-automatic waiver requests, please provide electronic (PDF) versions of the following:

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers as an appendix.
- Waiver Request Form-complete, typed and signed by both the school and its authorizer
- A Rationale and Replacement Plan (RRP) for each non-automatic waiver being requested. A sample RRP can be found [here](#).

Please be advised that the following waivers are no longer considered automatic:

State Statute Citation	Description
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-63-201, C.R.S.	Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-203, C.R.S.	Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
22-63-206, C.R.S.	Teacher Employment Act-Transfer of teachers

Charter School Information:

Charter School Name: World Compass Academy

Charter school mailing address:

Street: 2490 South Perry Street

City: Castle Rock Zip Code: 80104

Charter school contact name: Bethany Merklng

Title: President Board of Directors

Phone: (803) 562-7568 EXT: _____ Email address: bethany.merkling@worldcompassacademy.com

Projected or current enrollment: 420 Grades served: Lowest: K Highest: 5

Term of the charter contract: 3 / 17 / 2015 (MM/DD/YY) through June 30, 2020 (YYYY)

Enter the year the charter school originally opened: 2015 (YYYY)

Waiver request prepared for the charter school by: Bethany Merklng

Phone: (803) 562-7568 EXT: _____ Email: bethany.merkling@worldcompassacademy.com

Authorizer Information:

Charter School Institute Name of local school district: Douglas County School Dist.

Authorizer's mailing address:

Street: 312 Cantrel St.

City: Castle Rock CO Zip Code: 80104

Authorizer contact name: Tom McMillen

Title: Director, Choice Programming

Phone: (803) 562-7568 EXT: _____ Email address: Thomas.mcmillen@dcstk12.org

Please list the non-automatic waiver(s) from statute and rule that are being requested below:

CRS 22-63-202
CRS 22-2-112-(1)(q)(I)
CRS 22-63-201
CRS 22-7-1014(2)(a)

Required Signatures

Tom McMullen
Authorizer Contact (Print Name)

8/12/15
Date

Bethany Merklng
Charter School Contact (Print Name)

8/6/2015
Date

Bethany Merklng
Signature-Authorizer Contact

Bethany Merklng
Signature-Charter School Contact

Digitally signed by Bethany Merklng
DN: cn=Bethany Merklng, o=World Compass
Academy, ou,
email=bethany.merklng@worldcompassacademy.com,
c=US
Date: 2015.08.07 23:45:19 -0600

C.R.S. § 22-63-202- Teacher Employment Act- Contracts in writing, damage provision

This section requires school boards to have a written employment contract with teachers, including a damage provision. Provides for temporary suspension of employment and cancellation of contract.

Rationale:

World Compass Academy 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. World Compass Academy should be granted the authority to hire teachers and principals that will support the schools 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 school's chief executive officer. The school 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 World Compass Academy will be employed on an at-will basis. All employees of World Compass 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 World Compass Academy.

WCA 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.

Reduction in force

World Compass Academy allows the board to cancel a teacher's employment contract during the contractual period when there is a justifiable decrease in the number of teaching positions. [C.r.S. § 22-63-202(3).]

WCA requires both the teacher and receiving school's principal to consent prior to the teacher's transfer.

Unilateral Termination by Employee. The Employee may unilaterally terminate this Agreement only upon ninety days (90) prior written notice to the Principal, during which period the Employee shall continue to perform his obligations to WCA unless otherwise excused by the Board. In the event the Employee fails to provide the required notice and perform his duties during the notice period, he/she shall be obligated to pay liquidated damages to the District in the manner provided in § 22-63-202(2), C.R.S. which the parties agree shall be a part of this Agreement, except that the required notice in such statute shall be ninety (90) days.

LICENSURE. This Agreement shall at all times be subject to the requirements that Employee shall hold or be entitled to hold a valid administrator's license issued by the State of Colorado, and that during the entire time Employee performs services pursuant to this Agreement, Employee shall hold or be entitled to hold such a license issued in the manner prescribed by law, and upon failure of Employee to meet any of these requirements

Loss of License. This Agreement shall automatically terminate upon the occurrence of any of the events set forth in paragraph above regarding licensure.

Duration of the Waivers: World Compass Academy requests that the waiver be for the duration of its contract with the Douglas Count School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2018.

Financial Impact:

World Compass Academy anticipates the requested waiver will have no financial impact upon the Douglas County School District or the World Compass Academy budget.

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 employ professional staff possessing unique skills and/or background filling all staff needs.

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

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

Rationale: The Principal and Assistant Principal of World Compass Academy must have the ability to perform the evaluation of all personnel. Only individuals with a Type "D" certificate will be evaluating certified teachers at World Compass Academy. Additionally, World Compass Academy will not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(1).

Replacement Plan: World Compass Academy uses its own evaluation system as agreed to in the Charter School Agreement with the Douglas County School District. World Compass Academy's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for World Compass 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. Additionally, teachers have been trained in this evaluation system. World Compass Academy will not be required to report their teacher evaluation data. However, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

Duration of the Waivers: World Compass Academy requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2020.

Financial Impact: World Compass Academy anticipates the requested waiver will have no financial impact upon the Douglas County School District or the World Compass Academy 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 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.

22-63-201, C.R.S. Teacher Employment Act - Compensation & Dismissal Act

This section prohibits school boards entering an employment contract with any person as a teacher, unless such person holds a provisional or professional teacher's license or authorization.

Rationale:

World Compass Academy 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. World Compass Academy should be granted the authority to hire teachers and principals that will support the schools goals and objectives. All employees of World Compass Academy will be employed on an at-will basis. All employees of World Compass will meet Federal Highly Qualified Requirements (i.e.: hold a degree and/or demonstrated subject-matter competency).

Replacement Plan:

All employees of World Compass will meet Federal Highly Qualified Requirements (i.e.: hold a degree and/or demonstrated subject-matter competency). The governing board and Principle will employ its own personnel, which includes evaluating their performance.

WCA hereby recognizes that many persons with valuable professional expertise in areas other than teaching provide a great benefit to students through their experience and functional knowledge when hired by a school district. To facilitate the employment of these persons and comply with the requirements of federal law, the board has statutory provisions to create an alternative teacher license and alternative teacher programs to enable school districts to employ persons with expertise in professions other than teaching. These provisions enable a school district to employ a person with professional expertise in a particular subject area, while ensuring that the person receives the necessary training and develops the necessary skills to be a highly qualified teacher. The WCA board strongly encourages each school district to hire persons who hold alternative teacher licenses to provide a wide range of experience in teaching and functional subject matter knowledge for the benefit of the students enrolled in the school

district.

A school district may hire a person who holds an alternative teacher license to teach as an alternative teacher pursuant to an alternative teacher contract as described in section 22-60.5-207.

The board of a school district may enter into an employment contract with any person to serve as an administrator based upon qualifications set by the board of the school district. Nothing in this article shall be construed to require that an administrator, as a condition of employment, possess any type of license or authorization issued pursuant to article 60.5 of this title

Duration of the Waivers: World Compass Academy requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for three academic operating years, through June 30, 2018.

Financial Impact:

World Compass Academy anticipates the requested waiver will have no financial impact upon the Douglas County School District or the World Compass Academy budget.

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 and teacher, 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. WCA will be able to hire, evaluate and retain higher quality personnel due to their authority to hire their own personnel according to charter contract.

CRS 22-7-1014(2)(a) requires each district to administer the school readiness assessment to each student.

Rationale: World Compass Academy Charter School 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 through the present curriculum, and assessments. Support is readily available through numerous avenues based throughout the program.

Plan: World Compass Academy Charter School has a Kindergarten program that offers both full day and half day option for our parents. Our Kindergarten programs utilize the Core Knowledge curriculum in addition to the Common Core/State Standards.

1. Physical well-being and motor development:
 - a. All students are assessed on motor-development skills acquired throughout the year. In addition, students participate in daily recess. Full day kindergarten students participate weekly in a structured physical education class, meeting or exceeding state standards.
 - b. Students participate in weekly Art Education, meeting or exceeding state standards. Development of fine motor skills is achieved through drawing, painting, and creating art projects. Students are assessed throughout each trimester.
 - c. Full day students participate in weekly Music Education, meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout each trimester.
 - d. Students participate in weekly Technology Education, meeting or exceeding NETS-S (National Educational Technology Standards for Students). Students learn keyboarding skills, basic operations and concepts, productivity tools, communication tools, and research tools. Students are assessed throughout each trimester.
 - e. Assessment information is gathered by observation protocols, written assessments, and/or checklists based on appropriate developmental

guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development

- a. The counseling department's mission is to create and sustain an effective comprehensive counseling and guidance program which addresses each student's social/emotional and academic needs. Services include group and individual counseling, academic support, classroom guidance, crisis intervention, career and college planning and student and family advocacy. The goal of World Compass Academy Charter School is to help students become lifelong learners, foster character, and develop skills to engage in the global community.
- b. At WCA we believe in catering to the whole student, not just their academics. We utilize the Essential 55 at our school and promote E.P.I.C.K. (Engage your World Through Perseverance Integrity Compassion, and Knowledge) as part of Responsive Classroom Morning Meeting. Our goal is to create an environment where students feel safe, loved and appreciated.
- c. At World Compass Academy Charter school all teachers and staff go through Responsive Classroom Training.
- d. 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)

- a. The elementary level Reading/Language Arts instruction utilizes the Fountas and Pinnel Guided Reading and Leveled Literacy Intervention programs for comprehension and reading skills development, emphasizing the five components of reading-phonics, phonemic awareness, fluency, vocabulary, and comprehension in the elementary grades and higher level thinking skills in grades 4-5 as well. Reading is a scheduled block period of grades K-5 allowing for both individual and small group instruction based upon individual reading levels. Grade level reading skills and content are further supplemented through Core Knowledge literature selections as outlined in the scope and sequence for grades K-8. Use of Instructional Assistants allows for smaller groups, further reducing student/teacher ratios.

- b. At the beginning of each school year, students in grades K-8 will be given the MAPS test in order to establish a baseline for student growth. This data will be disaggregated and analyzed throughout the school year as well as throughout the student's years of attendance at WCA. Students will be tested in Reading, Math, Science and Language Usage. Data from these tests will assist teachers in planning their lessons in order to meet student needs and goals. Students will be reassessed in late April, in order to determine overall growth.
- c. *Fountas and Pinnel Benchmark Assessment* is administered three times per year. Any student who does not meet benchmark cuts scores will be progress monitored to note growth. If the student scores at or below the cut score on two consecutive administrations the student is placed on a READ plan and given additional interventions.
- 4. Cognition and general knowledge (based on State Standards)
 - a. Students receive 60 minutes of math instruction using Singapore Math: Math in Focus curriculum. This curriculum is based on the Common Core/state standards for math. Assessment is given at the end of each chapter. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.
 - 1. Students are assessed, grouped and regrouped according to their individual math levels, allowing students to work at, above or below grade level.
 - b. Science – World Compass Academy Charter School utilizes the FOSS program for science instruction. Kindergarten students are instructed on various topics including: Plants, Animals Two by Two, Wood and Paper, and Taking Care of the Earth.
 - 1. The FOSS program is correlated to human cognitive development. The activities are matched to the way students think at different times in their lives.
 - 2. FOSS investigations are at an appropriate level for the cognitive abilities of students at each grade level.

- c. History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globes 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 Independence Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and the 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.
- d. Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Multiple assessments are used to determine prior knowledge and define the nature of future instruction. Assessments include teacher observations, teacher made tests, formal assessments, informal assessments, standardized tests, evaluation of regular assignments and student projects. Student work, report cards and standardized-normed and criterion referenced tests will create a Body of Evidence designed to verify student growth over time and to prove that each student is meeting District and State Standards.

Any student not making adequate growth in any of the above areas receive MTSS (Multi-Tiered Systems of Support) strategies in small groups or 1:1 instruction. These intervention plans are developed with the supporting documentation. The information includes results of formal assessments, informal assessments and developmental checklists.

If students do not respond with adequate growth following these intervention strategies they may be referred to 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: World Compass Academy Charter School request that the waiver be for the duration of its contract with Douglas County School District. Therefore, the waiver is requested until June 30, 2020.

Financial Impact: World Compass Academy Charter School anticipates that the requested waiver will have no financial impact upon Douglas County School District or World Compass Academy Charter 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 World Compass Academy Charter School's curriculum and the overall program design.

Expected Outcomes: World Compass Academy Charter School expects that as a result of this waiver we will be able to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.