

# **Monument Academy Secondary School (School # 5093, District # 1080)**

## **Rationale and Replacement Plan for Waivers from State Statute and Rule**

**School Name:** Monument Academy Elementary School  
**School Address:** 1150 Village Ridge Point, Monument, CO 80132  
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### **Automatic Waivers**

22-1-112	School Year-National Holidays
22-32-109(1)(f)	Local Board Duties Concerning Selection of Staff and Pay
22-32-109(1)(t)	Local Board Duties Concerning Educational Programs and Textbooks
22-32-110(1)(ee)	Local Board Powers - Employ teachers' aides and other non-certificated personnel
22-32-110(1)(h)	Local Board Powers - Terminate employment of personnel
22-32-110(1)(i)	Local Board Powers - Reimburse employees for expenses
22-32-110(1)(j)	Local Board Powers - Procure life, health, or accident insurance
22-32-110(1)(k)(I)	Local Board Powers - Policies relating to in-service training and official conduct
22-32-126	Employment and Authority of Principals
22-33-104(4)	Compulsory School Attendance - Attendance policies and excused absences
22-63-301	Teacher Employment Act - Grounds for dismissal
22-63-302	Teacher Employment Act - Procedures for dismissal of teachers
22-63-401	Teacher Employment Act - Teachers subject to adopted salary schedule
22-63-402	Teacher Employment Act - Certificate required to pay teachers
22-63-403	Teacher Employment Act - Describes payment of salaries

### **Non-automatic Waivers**

22-2-112(1)(q)(I)	Commissioner - Duties (reporting performance evaluation ratings)
22-9-106	Local Boards of Education - Duties-Performance Evaluation System
22-32-109(1)(b)	Local Board Duties Concerning Competitive Bidding
22-32-110(1)(y)	Local Board Powers - Accept Gifts, Donations, Grants
22-32-109(1)(n)(I)	Board of Education - Specific Duties-School Calendar
22-32-109(1)(n)(II)(B)	Board of Education - Specific Duties-Adoption of District Calendar
22-32-109(1)(n)(II)(A)	Board of Education - Teacher-Pupil Contact Hours
22-63-201	Teacher Employment Act - Compensation and Dismissal Act-License Required
22-63-202	Teacher Employment Act - Contracts in Writing, Duration, Damage Provision
22-63-203	Teacher Employment Act - Probationary Teachers-Renewal and Nonrenewal of Employment Contract
22-63-206	Teacher Employment Act - Transfer of Teachers

## **Monument Academy Secondary School Rationale and Replacement Plans for Non-Automatic Waiver Requests**

### **C.R.S. 22-2-112(1)(q)(I) Commissioner - Duties (reporting performance evaluation ratings)**

**Rationale:** In order for the school to function according to its unique needs and design, evaluation tools and systems must be developed and adopted that match the educational program of the school.

**Replacement Plan:** MA will provide evaluation for all staff in accordance with its policies and as outlined in the renewal application. Teachers, administrators, and other staff will be evaluated under clear quality standards and held accountable by their designated supervisors. The evaluation system will be modified, as needed, to fit the needs of the school in achieving its goals.

**Duration of the Waivers:** MA requests that the waiver be for the duration of its charter contract.

**Financial Impact:** No significant impact on the budget of the school or district.

**How the Impact of the Waivers will be Evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to MA, as set forth in the renewal application.

**Expected Outcome:** With this waiver, MA will be able to implement its unique educational program and evaluate staff in a manner that is consistent with that program and produces greater accountability to the school. This alignment will benefit staff members, as well as students and the community.

### **C.R.S. 22-9-106 Local Boards of Education - Duties-Performance Evaluation System**

**Rationale:** In order for the school to function according to its unique needs and design, evaluation tools and systems must be developed and adopted that match the educational program of the school.

**Replacement Plan:** MA will provide evaluation for all staff in accordance with its policies and as outlined in the renewal application. Teachers, administrators and other staff will be evaluated and held accountable by their designated supervisors. The methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. 22-9-101. The evaluation system will be modified, as needed, to fit the needs of the school in achieving its goals.

**Duration of the Waivers:** MA requests that the waiver be for the duration of its charter contract.

**Financial Impact:** No significant impact on the budget of the school or district.

**How the Impact of the Waivers will be Evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to MA, as set forth in the renewal application.

**Expected Outcome:** With this waiver, MA will be able to implement its unique educational program and evaluate staff in a manner that is consistent with that program and produces greater accountability to the school. This alignment will benefit staff members, as well as students and the community.

### **C.R.S. 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding**

### **C.R.S. 22-32-110(1)(y) Local Board Powers - Accept Gifts, Donations, and Grants**

**Rationale:** In order to manage its own budget and finances, MA must be granted the authority to develop its own financial policies and practices. MA, rather than the Lewis-Palmer School District, is in the best position to know what goods and services are needed and which vendors and providers may be available.

**Replacement Plan:** The MA Board will adopt policy concerning competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. MA will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

**Duration of the Waivers:** MA requests that the waivers be for the duration of its charter contract.  
**Financial Impact:** MA anticipates that the requested waivers will have no financial impact on the Lewis-Palmer School District of the MA budget.  
**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.  
**Expected Outcome:** MA expects that, because of this waiver, it will be able to manage its own financial affairs.

**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**

**C.R.S. 22-32-109(1)(n)(II)(A) Board of Education - Teacher-Pupil Contact Hours**

**Rationale:** MA is a unique school and must be able to develop and adopt a calendar and school day schedule that meets its educational goals and the needs of its constituency.

**Replacement Plan:** A finalized calendar and school day schedule for MA will be officially adopted annually after input from all relevant stakeholders is considered and thoughtful assessment of the needs of the school is completed. The calendar will meet at least the minimum required instructional and contact time and days as outlined in state law. The calendar and schedule will be publicly available and publicized to the school community.

**Duration of the Waivers:** MA requests that the waiver be for the duration of its charter contract.

**Financial Impact:** No significant impact on the budget of the school or district.

**How the Impact of the Waivers will be Evaluated:** The impact of the waiver will be measured by the performance criteria and assessments that apply to MA, as set forth in the renewal application

**Expected Outcome:** As a result of this waiver, MA will be able to develop and adopt a school calendar and schedule that best fits the school's mission and the needs of its community.

**C.R.S. 22-63-201 Teacher Employment Act - Compensation and Dismissal Act-License Required**

**Rationale:** The Charter Schools Act requires that MA be responsible for its own personnel matters. MA will be solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its employees.

**Replacement Plan:** MA will hire staff that are most qualified to implement the educational program and fulfill the educational mission of the school. In order to hire the most qualified, it may be beneficial for MA to be able to hire teachers who don't hold a certificate, but who possess unique background and/or skills, or fill a need for the school. All MA employees will meet the guidelines set forth in the Colorado state ESSA plan, specifically 1) endorsement on a Colorado teaching license; 2) holding at least a BA or higher in the relevant subject area; 3) completing 36 semester credit hours in the subject matter in which s/he teachers; or 4) passing a state Board approved content exam in the relevant subject area. All school employees will meet applicable fingerprinting and background check requirements. Special Education teachers will hold the requisite state license and endorsement. MA will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

**Duration of the Waivers:** MA requests that the waiver be for the duration of its charter contract.

**Financial Impact:** No significant impact on the budget of the school or district.

**How the Impact of the Waiver will be Evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to MA, as set forth in the renewal application.

**Expected Outcome:** As a result of this waiver, MA will be able to hire the most qualified applicants for a position. MA will be able to employ professional staff that possess unique skills, and/or backgrounds, needed to meet the unique educational program of the school.

**C.R.S. 22-63-202 Teacher Employment Act - Contracts in Writing, Duration, Damage Provision**  
**C.R.S. 22-63-203 Teacher Employment Act - Probationary Teachers-Renewal and Non-renewal of Employment Contract**

**Rationale:** The Charter Schools Act requires MA to be responsible for its own personnel matters. MA 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 termination procedures. The success of the school will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school. MA staff will be employed on an at-will basis.

**Replacement Plan:** The school will be responsible for these matters. Specific policies and procedures for termination will be developed and regularly reviewed. Any disciplinary or termination actions will follow all applicable state and federal laws, including those related to unlawful harassment and discrimination.

**Duration of the Waivers:** MA requests the waiver be granted for the duration of its charter contract.

**Financial Impact:** No significant impact on the budget of the school or district.

**How the Impact of the Waivers will be Evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to MA, as set forth in the renewal application.

**Expected Outcome:** As a result of this waiver, the school will be able to properly manage its own personnel in a manner that maximizes its ability to meet the educational mission and goals of the school.

**C.R.S. 22-63-206 Teacher Employment Act - Transfer of Teachers**

**Rationale:** The Charter Schools Act requires that a charter school be responsible for its own personnel matters, which includes teacher transfers.

**Replacement Plan:** MA will make staff assignments, and will approve any transfers, based on its needs and educational goals. Staff will not be assigned to positions for which they are not determined by the school to be qualified. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization.

**Duration of the Waivers:** MA requests that the waiver be for the duration of its charter contract.

**Financial Impact:** No significant impact on the budget of the school or district.

**How the Impact of the Waiver will be Evaluated:** The impact of the waivers will be measured by the performance criteria and assessments that apply to MA, as set forth in the renewal application.

**Expected Outcome:** MA expects that, as a result of this waiver, it will have the flexibility needed to properly manage its personnel to meet the educational mission of the school.