

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

JAMES IRWIN CHARTER ACADEMY

2.2 Term. This Contract is effective as of the date of execution for a charter term to begin July 1, 2018 and terminate on June 30, 2023. This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a period of 5 years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

2.3 Charter School Legal Status. The School represents that it is and shall maintain its status as a Colorado nonprofit corporation in accordance with **C.R.S. 22-30.5-507** and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.10** of this Contract.

2.4 Milestones. The School shall meet all of the Milestones attached hereto as **Exhibit D** by the identified dates. Completion of the milestones is subject to review and approval by the Institute. Failure to timely or adequately fulfill any material term of the Milestones, as determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 11** of the Contract. The Institute also reserves the right to delay or prohibit the School's opening until the School has satisfied each of the Milestones set forth in **Exhibit D**. The Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

2.5 Contacts. Each year, the School shall submit a contact identification form in accordance with Institute procedures which identifies a primary School contact in addition to contact information for Board members and other key School personnel. The Institute will follow the information provided on the contact identification form in communicating with the School, but reserves the right to communicate with other School personnel or School Board members depending on the nature and subject matter of the communication. The School agrees to timely notify the Institute of any material changes to the information provided on the contact identification form. Formal notices shall be sent in accordance with **Section 12.8** below.

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights

VI.a.iv. James Irwin Charter Academy Renewal Contract

12.9 Severability. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

12.10 Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms and provisions of this Contract; second, the Original Application; and then the remaining exhibits.

12.11 Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile or electronic mail by either of the parties shall have the same effect as original signatures.

12.12 Business Days. As used in this Contract, "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed in recognition of established holidays.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.



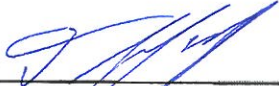
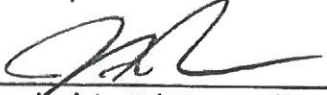
<u>SCHOOL</u> JAMES IRWIN CHARTER ACADEMY	<u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE
By:  Board Chair, James Irwin Charter Academy Board of Directors	By:  Board Chair, Colorado Charter School Institute Board of Directors
Date: <u>18 MAY 2018</u>	Date: <u>5-15-18</u>
Attest:  Secretary, James Irwin Charter Academy Board of Directors	<u>LEGAL REVIEW</u> Cynthia Coffman, Attorney General
Date: <u>18 MAY 2018</u>	By:  Assistant Attorney General
	Date: _____

EXHIBIT C: REQUESTED WAIVERS

JAMES IRWIN CHARTER ACADEMY WAIVERS

Automatic Waivers from State Statutes

Contact Information
School Address (mailing): 1801 Howard Ave., Colorado Springs, CO 80909
Charter School Waiver Contact Name: Saadia Dumas
Charter School Waiver Contact Phone Number: 719-302-9007
Charter School Waiver Contact Email: saadia.dumas@jamesirwin.org
Charter School Institute Waiver Contact Name: Trish Krajniak
Charter School Institute Waiver Contact Phone Number: 303-866-6960
Charter School Institute Waiver Contact Email: trishkrajniak@csi.state.co.us

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
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
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
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers from State Statutes

James Irwin Charter Academy (JICA) is requesting the following non-automatic waivers from state statutes:

Evaluations

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

C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

Rationale: In order for JICA to function according to its unique needs and design, the School Administrator and JICA Board must develop and adopt its own system of evaluation.

Replacement Plan: The school and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Principal. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I). Instead, the school will use its own evaluation system as agreed to in the charter contract with the District. The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system, and 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, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 *et seq.* The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a nonwaivable statute.

Duration of the Waivers: JICA 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 JICA, as set forth in its charter application and contract.

Expected Outcome: As a result of this waiver, JICA will be able to implement its program and evaluate its teachers in a manner that produces greater accountability to the school. This will benefit staff members as well as students and the community.

School Calendar; Contact Hours; District Calendar

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)(A) Determine Teacher Pupil Contact Hours

C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

Rationale: Studies show that school schedules and calendars can have a significant impact on student learning and health. Accordingly, JICA must be able to develop and adopt a school schedule and calendar to accommodate its unique program, meet its educational goals, and satisfy the needs of its families.

Replacement Plan: The school year at JICA will total approximately 177 days per year, which exceeds the current contact hour requirement in state statute. The school will prescribe the actual details of its own school calendar to best meet the needs of its students. The final calendar and the school's daily schedule will be designed by the School's Board of Directors and will meet or exceed the expectations in state statute. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change

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

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

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 JICA, as set forth in its charter application and contract.

Expected Outcome: As a result of this waiver, JICA will be able to develop and adopt a school calendar and schedule that not only best fits the school's mission and the needs of its community but additionally is responsive to student learning and health concerns. Thus, the ability to adopt its school schedule and calendar is critical to the success of JICA's program.

Teacher Licensure

C.R.S. § 22-63-201 Employment Certificate required

Rationale: In order to ensure that JICA has an excellent teacher in every classroom, who is aligned with the school's unique program and mission, JICA must be able to develop and adopt school policies for hiring teachers that best fit its academic needs.

Replacement Plan: The school must be granted the authority to hire teachers and principals who support the school's mission. The school will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for the school to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the needs of the school. For example, 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; teachers with years of successful teaching experience in a setting not requiring a license; and individuals with business or professional experience. School employees will meet the guidelines set forth in the Colorado state ESSA plan. Specifically, core content teachers will (1) hold at least a BA or higher in the relevant

subject area; (2) complete 36 semester credit hours in the subject matter in which s/he teaches; or (3) pass a State Board approved content exam in the relevant subject area. All employees of the school will meet applicable fingerprinting and background check requirements, and the school will additionally comply with all applicable state and federal employment laws. Special Education Teachers will hold the requisite state license and endorsement.

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

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

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 JICA, as set forth in its charter application and contract.

Expected Outcome: As a result of this waiver, JICA will be able to employ professional staff possessing unique skills, and/or backgrounds, which will benefit student learning and the school's ability to fill needed positions with excellent people.

Teacher Employment, Compensation, and Dismissal

C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision

C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract

C.R.S. § 22-63-203.5 Nonprobationary portability

C.R.S. § 22-63-204 Interest Prohibited

C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization

C.R.S. § 22-63-206 Transfer of teachers

Rationale: JICA 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. Therefore, JICA requests that these statutory duties be waived. 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 JICA. All school staff will be employed on an at-will basis.

Replacement Plan: The School will be responsible for all teacher employment, compensation, and dismissal policies. Specific policies and procedures for termination will be developed prior to initial operations. In any employment-related action, JICA will not discriminate against any individual based on their status in a protected class.

Duration of the Waivers: JICA 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 JICA, as set forth in its charter application and contract.

Expected Outcome: As a result of this waiver, JICA will be able to maintain a highly-effective, excellent staff each and every year.

Kindergarten Readiness

C.R.S. § 22-7-1014(2)(a) Preschool individualized readiness plans—school readiness—assessments

C.R.S. § 22-7-1019(4) Preschool to postsecondary workforce readiness – progress reports – effectiveness reports

State Statute 22-7-1014/Senate Bill 08-212 requires each district to administer a school readiness assessment to each student participating in a kindergarten program.

Rationale: JICA should have the authority to implement relevant curriculum and assessments that ensure students' success in daily learning. The domains of physical well-being and motor development, social-emotional development, language and comprehension development, and cognition and general knowledge are assessed daily through the current curriculum and assessments that are in place in our kindergarten program. Support is readily available through numerous avenues established throughout the program. Additionally, because JICA is using an assessment of its choosing, the data will not be generated in the same manner as the school readiness data generated by a State Board-approved readiness assessment.

Plan: JICA offers a full day kindergarten program that utilizes effective, research-based curriculum in addition to the Core Knowledge scope and sequence. JICA's readiness assessment will be valid, research-based, and reliable.

1. Social-Emotional Skills and Development

- Students are instructed in the positive behavior management system designed by the school. This positive behavior management system is in place in each classroom, on the playground, in the cafeteria, and hallways. Students are rewarded for the positive behavior they demonstrate throughout each day. Various positive behavior techniques are implemented in each classroom. These include: a colored behavior chart, individual behavior/motivation charts, creating an environment of high praise, and whole-class games/rewards. These techniques are implemented to help strengthen self-regulation and executive-functioning skills that help students: remember instructions, follow directions, attend to tasks, and control their impulses.
- Students are instructed in the Character First curriculum that highlights character

traits. This curriculum helps students develop social and emotional skills by learning how to apply different character traits in their daily interactions.

- Students regularly participate in group or partner games/activities/discussions. This allows students the opportunity to share, get along with others, politely share their opinions, listen to others, and help others.
- Students record their “behavior color” at the end of each day. Any infractions accumulated throughout the day are recorded on a Learning Plan (a home/school communication form) so parents are aware of student behaviors. Learning Plans are saved throughout the year and remain in student files. Documentation from student reports will track progress in social/emotional domains, and extra support will be provided to students who are in need.

Students who lack appropriate social-emotional skills in the classroom are given supports (sticker charts/reward program/structured daily practice, treasure chest, special privileges/duties) to overcome deficits. Progress is monitored on an ongoing basis until a child is able to develop the desired skill or a new method of incentivizing the student is needed. Progress is monitored and written down on a Response to Intervention sheet (which is kept in the student file).

- Students who change a color for the same infraction 3 or more times a week for 3 or more consecutive weeks will be considered lacking in that particular area of social/emotional development, and previously mentioned interventions will be put in place. Students who meet or exceed 80% of the social/emotional objectives by spring time will be considered at grade-level.
- Assessment information is gathered from classroom teacher observations based on appropriate developmental guidelines and Colorado state standards, as well as from the Learning Plan which documents daily behavior. Students who show fewer than 3 color changes a week for a period of 3 consecutive weeks will demonstrate school readiness. Student data is recorded the end of each quarter and kept in an Excel Spreadsheet. Students will receive a 1 (needs improvement) or a 2 (satisfactory) in the area of social-emotional development at the end of each quarter.

2. Physical Skills and Development

- Students participate weekly in a structured physical education class that meets or exceeds state standards. Students are assessed on motor-development skills acquired throughout the year. Students participate in The President’s Challenge as part of their physical education class in the fall and again in the spring to measure motor development and growth. Students who successfully perform 80% of the tasks by spring time will be considered on grade level.
- Students participate in several monitored recess times throughout the day.

During these times, students are encouraged to engage in physical activities that include: running, jumping, climbing, swinging, imaginative play, and ball handling. Teacher observations of students' play during recess is used as a measure of school readiness.

- Students participate weekly in an art education class that meets or exceeds state standards. Development of fine motor skills is achieved through: drawing, painting, cutting, gluing, and manipulating small objects. Students are assessed on fine motor skill development acquired throughout the year.
- Students participate weekly in a music education class that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises during music instruction. Students are assessed on acquired skills throughout the year.
- Students participate in daily cursive lessons which develop fine motor skills. Students are assessed on the development of their penmanship/motor skills on a daily basis. All students use a tri-pod pencil grip to help develop hand muscles. Students who enter school with noticeable deficits in the ability to properly hold a pencil are given hand-over-hand support during writing lessons. Parents are made aware of the area of struggle and encouraged to use a pencil grip with assistance at home.
- Assessment information is gathered from classroom teacher observations based on appropriate developmental guidelines and state standards in the area of physical well-being and motor development. Students are given a grade of 1 (needs improvement), 2 (satisfactory), or 3 (exemplary) in the areas of physical education, art, and music. Students who earn a 1 in any of the areas will be given interventions that are outlined below. Student data is recorded at the end of each quarter and kept in an Excel Spreadsheet.

3. Language Skills and Development

A) ***Using verbal and nonverbal communication***

- JICA employs several programs to extend students' verbal and nonverbal experiences and instruction.
- Frequent verbal interactions in responding to instruction. Students are given frequent opportunities to respond verbally to their teachers. This is done in a group, which promotes a high-trust and safe environment, where any mistakes are not singled out, but where students can hear the teacher's words, then hear other students respond with themselves.
- Students have many opportunities to use meaningful gestures in higher level language which supports and increases their comprehension of how to use those terms and vocabulary in their everyday communication.

- Teachers instruct the students using different modalities to provide students with a broad cognitive experience in the English language, via visual/kinesthetic/auditory/tactile/etc. instruction: chants, jingles, rhyming songs for phonemic development, movement songs, drawing pictures to express comprehension.
- Teachers engage students in comprehension activities in which students explain what they understand, predict what they think will happen next, identify sequencing (cause-effect, chronology), or creative ideas.

B) *Effectively negotiate with peers*

- Students learn to take turns and share high-interest items during the daily Centers Time and at recess.
- Students are taught basic civility in daily routines: e.g., saying “excuse me” when they bump into another child; “I’m sorry” when they intentionally or inadvertently cause discomfort to another student, etc. Students regularly use “yes, ma’am” and “no ma’am” when responding to their teachers. Students are taught how to use the *Four Part Apology* with each other, so that they express empathy for the other student’s feeling and perspectives.
- Students learn a vast array of social skills, emotional self-regulation skills, and self-determination experiences in the Character First program. They learn a monthly social skills/character concept, with various applications for how this trait can be expressed in self-regulation and social relationships: E.g., in learning about “gratefulness,” students have a science and/or history connection with an animal or historical character, who displays behaviors to remind them of this trait. Then students learn to apply gratefulness, for instance, by learning “to say thank you for their food, clothing, shelter, and the many ‘extra’ things they enjoy such as toys, books, a bicycle, games, music lessons, and the ability to live in a free country. They also learn to apply this trait in tangible ways, via the **I WILL** statements: **I WILL**

- A. *Appreciate the people in my life.*
- B. *Say "please" and "thank you."*
- C. *Enjoy what I have instead of complaining about what I don't have.*
- D. *Take care of my belongings.*
- E. *Write thank you notes.*

C) *Integrate vocabulary in increasingly complex ways*

- Vocabulary development is explicitly provided with the *Read Aloud Library* program. With this curriculum, students are taught a wide variety of vocabulary words selected from enriching children’s stories. Games, songs, and activities are used to instruct students in the use of target words.

- Domain language: Students are taught domain specific words and concepts for history, geography, or science to increase their verbal interactions about the world around them.
- Memorization of engaging poetry and important speeches: Students also learn more complex terms and vocabulary in context, and learn how to speak them with appropriate age-level aspects in enunciation, clarity and articulation, and expression: e.g., portions of *The Night Before Christmas*, *the Gettysburg Address*, etc

4. Cognitive Skills and Development

- For science, we follow the Core Knowledge sequence. Students are instructed on various topics including: animals and their needs, the human body (including taking care of themselves through diet, exercise, cleanliness, and rest), magnetism, scientist biographies, seasons and weather, plant growth, and conservation.
- For history and geography, we follow the Core Knowledge sequence. Students are instructed in various topics including: special sense (working with maps and globes), the seven continents and five oceans, the fifty states and capitals, early explorers (the Pilgrims and the voyage of Christopher Columbus), presidents-past and present (George Washington, Thomas Jefferson, Abraham Lincoln and current United States President), and U.S. symbols (American flag, Statue of Liberty, bald eagle, The White House, The Liberty Bell, Uncle Sam).
- Assessment information is gathered from formal curriculum assessments as well as classroom teacher observations based on appropriate developmental guidelines and state standards. Teacher observations will include the following cognitive skills and developmental criteria: students can develop working memory skills—problem solving, remembering multiple tasks, rules, and sources of information; students can ‘switch gears’ to apply different rules in different settings (inside and outside voices); and students can try different strategies until they find one that works. Students will receive a 1 (needs improvement), 2 (Satisfactory), or 3 (exemplary). Students who earn a 2 or 3 are considered on track for school readiness. Student data is recorded the end of each quarter and kept in an Excel Spreadsheet.

5. Literacy

- Students receive 60 minutes of formal reading instruction each day using the Reading Mastery curriculum. This is a comprehensive program for reading, listening, and speaking that builds vocabulary and knowledge. Students master sounds and blending techniques for fluent decoding and encoding. Students develop comprehension skills through daily story reading and daily worksheet completion. Students are assessed daily through the immediate correction and recording of errors. Students are formally assessed after every five lessons to determine mastery of information before moving on.

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- i. Upon entering kindergarten, each student is given an assessment to determine reading group placement.
 - ii. Students are given formal curriculum assessments after every 5 lessons. Students must earn an 85% or higher on each assessment to be considered at mastery. Students who do not meet mastery requirements will be given extra supports through: guided practice, flash cards, and repeating lessons. Students will then be reevaluated to see if mastery has been gained.
 - iii. Reading data is collected on each student during each reading session. Specific student errors are recorded in order to provide appropriate support to each student. Error data is saved in a file for the duration of the year.
 - iv. Students must meet certain grade-level benchmarks (be at a specific lesson within the reading curriculum) at the end of each quarter, earning an 85% or higher to be considered at mastery.
- Students are instructed in the Read Aloud Library vocabulary curriculum. With this curriculum, students are taught a wide variety of vocabulary words selected from enriching children's stories. Games, songs, and activities are used to instruct students in the use of target words.
 - Students are exposed to a wide variety of Core Knowledge literature including: nursery rhymes, Aesop's fables, classic children's stories, and expository texts. Children participate in oral reading daily as well as memorization of rhymes and poems.
 - Students learn sentence development through: Shurley Grammar jingles, A Beka Oral Language Exercises, Step Up To Writing paragraph frames, and an introduction to Adventures in Language.
 - The *DIBELS Next* assessment is administered four times per year. The first assessment is given within the first 30 days of school to gain baseline data on each student. Any student who does not meet benchmark standards is progress monitored using *DIBELS Next* progress monitoring probes weekly or bi-weekly to record and determine progress. If a student scores well below benchmark on two consecutive administrations of the assessment, he/she is placed on a READ plan and given an additional 90 minutes of small group instruction through tutoring. Students who are on a green tier demonstrate school readiness.
 - Assessment information is gathered from formal curriculum assessments as well as classroom teacher observations based on appropriate developmental guidelines and state standards. Student data is recorded the end of each quarter and kept in an Excel Spreadsheet.
6. Math
- Students receive 30 minutes of daily math instruction using the Connecting Math Concepts curriculum. Student progress is observed on a daily basis through

workbook performance, and formal assessments are given every seven and ten lessons to monitor progress. Students must earn an 85% on all formal assessments to be considered at mastery. Students not meeting mastery requirements in any of the general knowledge areas will be given extra supports in the classroom.

Assessments- Formal assessments given in reading and math must be at 85% or higher for a student to have reached mastery of the reading and math curriculum. All other assessments will simply indicate “satisfactory” (a score of 2), or “needs improvement” (a score of 1), for the overall score. Areas where satisfactory/needs improvement will be given are: physical well-being and motor development (PE class), music education, art education, cursive lessons, social-emotional development, science, history and geography. Students who receive a 1 (needs improvement) will receive interventions previously stated until grade-level/school readiness is achieved.

Any student not making adequate growth in any of the above areas will receive support through one or more of the following strategies:

- Flexible, fluid, homogenous small group instruction
- Additional repetition/practice
- Students must meet mastery expectations (85%) before moving on to new lessons
- If 1/3, or more, of the group has not mastered an assessment, the lesson is retaught to reach mastery
- Each students’ progress is discussed weekly by the team to determine effectiveness of interventions
- 1-on-1 Tutoring
- Weekly or bi-weekly progress monitoring with *DIBELS Next*

Students requiring more support are referred to our Response to Intervention team called Kid Talk. The Kid Talk team develops and coordinates interventions to support students. This information is housed with our Kid Talk coordinator. Progress updates are communicated to parents quarterly and through our Kid Talk team as deemed necessary.

If students do not respond with adequate growth following these interventions they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; or Counselor or Mental Health Therapist for further assessment. These assessments are housed with the SPED coordinator unless they are part of an IEP which would be housed in Infinite Campus which is an internet based student data management system.

Student data is collected quarterly in kept in an Excel Spreadsheet. The data collected indicates each students’ rating of 1 (needs improvement), 2 (satisfactory), or 3

(exemplary) in the areas of: Physical Well-Being and Motor Development, Social-Emotional Development, Cognition and General Knowledge, and a percentage score in the areas of Reading (Language and Comprehension Development) and math. The spreadsheet also shows each students' scores in the *DIBELS Next* Assessment.

JICA's 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) and Senate Bill 08-212. JICA will administer assessments that meet the intent of the law within the first 60 days of the school year and will utilize the results of the assessment to develop individualized readiness plans for students. Results of the school readiness assessment will not be used to deny a student admission or progression to first grade.

In lieu of participating in the state reporting, JICA will keep trend information on file that can be used to inform a continuous improvement process for the school as it relates to supporting students with school readiness success.

Duration of the Waiver: JICA requests that the waiver be for the duration of its contract with Charter School Institute.

Financial Impact: JICA anticipates that the request waiver will have no financial impact upon the school or Charter School Institute.

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 JICA's curriculum and the overall program mastery criteria and design.

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

School Operations

C.R.S. § 22-32-110(1)(y) Accept gifts, grants, donations

C.R.S. § 22-32-109(1)(b) Competitive Bidding

Rationale: In order to accommodate JICA's unique program, the school must be able to operate with the autonomy, flexibility, and authority granted it through the Charter Schools Act, particularly with respect to school operations.

Replacement Plan: The school will be responsible for developing and regularly reviewing/updating policies that align with the intent of §22-32-109(1)(b) and §22-32-110(1)(y) for determining acceptance of gifts, grants, and donations and also determining its policies for competitive bidding.

Duration of the Waivers: JICA 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 JICA, as set forth in its charter application and contract.

Expected Outcome: As a result of this waiver, JICA will be able to ensure that its operations policies align with the unique needs of the school in a way that also meets the intent of C.R.S. § 22-32-110(1)(y) and C.R.S. § 22-32-109(1)(b).