

American Academy--REQUESTED WAIVERS (Renewal School Year 22-23)

School Name: AA
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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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(l) Commissioner-Duties
Rationale: American Academy's (AA) Executive Director or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal Licensure, this should not preclude him or her from administering the evaluations under the direction of the Executive Director. The Board of Directors must also be able to perform the evaluation for the Executive Director. Additionally, AA should 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)(l).

Replacement Plan: AA will use its own evaluation system as stated in the charter contract with Douglas County School District (DCSD), which is differentiated by the kind of staff employed (e.g., classified, certified, admin, etc.). AA's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be annually trained in this evaluation system. 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, *et seq.* The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings 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 non-waivable statute.

Duration of Waivers: The waiver will extend for the duration of the charter contract.

Financial Impact: AA anticipates no financial impact.

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 the charter contract. The Board of Directors of the school and Executive Director will annually evaluate the effectiveness of their evaluation system and make adjustments as they may deem appropriate.

Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its evaluation system, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness – Assessments

Rationale: AA is a data driven school that is constantly evaluating and assessing students' academic readiness at each grade level, character development, and physical well-being in order to ensure student success. AA already has strong programs and testing in place that help AA assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.

Replacement Plan: Every kindergarten student at AA will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. 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 CRS 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to appropriate bodies and reported, as required by state law.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to AA.

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement within existing structures.

Expected Outcome: If granted, the waiver will enable the school 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

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: The school year at AA will total approximately 165 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as detailed in state law.

Replacement Plan: AA will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. 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 requirements in state statute.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: AA anticipates that the requested waivers will have no financial impact on DCSD or the school.

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: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

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-Accepting Gifts, Donations, and Grants

Rationale: In order to manage its own budget and finances, AA must be granted the authority to develop its own financial policies and practices.

Replacement Plan: AA, rather than DCSD, will be responsible for determining whether or not to accept gifts, donations, and grants. AA will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, AA, rather than DCSD, is in the best position to know what goods and services are needed and which vendors and providers may be available. AA will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. AA will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: AA anticipates that the requested waivers will have no financial impact on DCSD or the school.

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: The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

C.R.S. § 22-33-105(7)(b) Process for Disciplinary Appeals

Rationale: As a charter school of DCSD, AA's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that AA is meeting the intent of the law, AA will involve its legal counsel and DCSD in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on DCSD.

How the Impact of the Waivers Will be Evaluated: AA will be required to record all data involving suspensions and expulsions with access for review by both DCSD and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: The outcome will be a fair and supportive process for AA to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.

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

Rationale: AA must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The Executive Director 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.

Replacement Plan: AA will seek to attract principals, teachers, and staff 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 the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. In addition, all school employees tasked with school instruction will be deemed qualified by certification, training, or experience to teach in the subject area for which they are employed to include, as much as practicable, 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 teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. AA will comply with all other state reporting requirements that are not implicated by this waiver.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on DCSD or AA.

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 agreement.

Expected Outcome: As a result of this waiver, AA will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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. § 22-63-205 Exchange of Teachers - Exchange Educator Interim Authorization****C.R.S. § 22-63-206 Transfer of Teachers**

Rationale: In order to manage its own personnel, AA must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into AA, or vice-versa. DCSD, AA, and every other charter school are each separate employers.

Replacement Plan: All employees of AA will be employed on an at-will basis. AA has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. 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. AA will hire teachers on a best-qualified basis. 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. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on DCSD or AA.

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 agreement.

Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

C.R.S. §22-63-203

Probationary teachers - renewal and nonrenewal of employment contract

C.R.S. §22-63-203.5

Nonprobationary portability

Rationale:

AA should be granted the continued authority to use its own employment contracts and terms and conditions of employment and to operate on an at-will employment basis. AA should be granted the continued authority to evaluate its employees using AA's own evaluation criteria and processes each year to determine if contracts will be renewed.

Replacement Plan:

AA will determine, using the AA performance evaluation system and at-will basis of employment, whether adequate progress towards the goals and objectives of an individual's position has been met and whether an employment contract will be renewed.

Duration of Waiver:

AA requests the waiver be in effect for the duration of its charter contract with DCSD.

Financial Impact:

AA anticipates that the requested waiver will have no financial impact upon DCSD or the AA budget.

Statutory Citation and Title C.R.S. §22-63-202 <u>Employment contracts - contracts to be in writing - duration - damage provision - repeal</u>
Rationale: AA should be granted the continued authority to hire staff in accordance with its employment processes, policies and expectations, using its own employment contracts with terms and conditions of employment that meet AA’s staffing needs.
Replacement Plan: AA will enter into employment agreements with employees. The basis for all employment agreements, written or otherwise, will be at-will. Agreements will outline the terms and conditions of employment including, but not limited to, the duration services are needed, rate of compensation and expectations of performance.
Duration of Waiver: AA requests the waiver be in effect for the duration of its contract with DCSD.
Financial Impact: AA anticipates that the requested waiver will have no financial impact upon DCSD or the AA budget.
How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to AA, as set forth in the charter school agreement.
Expected Outcome: As a result of this waiver, AA will be able to hire employees on an at-will basis and to determine if individuals are eligible for retention or re-hire in future years.

Waivers for DCSD Policies

AA requests waivers for the following DCSD policies for the entirety of its charter contract with DCSD:

1) Policy ADB—Educational Equity

Rationale: AA believes in the dignity of every individual child and staff member. This belief manifests through, among other areas, ensuring equality of opportunity to access our programming. This extends to growing every child through, among other programmatic measures, an ability group model that identifies and builds on each student’s learning strengths and challenges.

Replacement Plan: AA’s [Equal Access to Opportunity Policy](#) reflects the values set out above.

2) Policy DFA/DFA-R/DG/DG-R – Cash Management and Investment Policy and Regulation/Banking Services, Deposit of Funds, Authorized Signatures and Check Writing and Regulation

Rationale: AA is a charter school with a business model independent of DCSD. AA has its own policies and procedures regarding collecting and depositing cash.

Replacement Plan: AA has its own [Investment Policy](#), [Collection and Deposit Procedures](#) and [Authorized Signature and Purchasing Policy](#).

- 3) Policy DJ/DJ-R/DJA/DJE/FEG/FEH – Purchasing/Purchasing Procedures/Purchasing Authority/Bidding Procedures/Construction Contracts Bidding and Awards/Supervision of Construction

Rationale: AA is a charter school with a business model independent of DCSD. AA does not use DCSD purchasing so that AA has its own policies and procedures regarding purchasing authority and purchasing procedures.

Replacement Plan: The AA Board of Directors' [Authorized Signature and Purchasing Policy](#) and [Credit Card Policy](#) are used in replacement of DCSD Purchasing. In addition, AA has its own [Purchasing Procedure](#) and [Credit Card Procedure](#).

- 4) Policy DJC – Petty Cash

Rationale: AA is a charter school with a business model independent of DCSD. AA does not use DCSD for Petty cash.

Replacement Plan: AA has its own [Petty Cash Procedure](#).

- 5) Policy DJG/DJGA - Vendor Relations, Sales Calls and Demonstrations

Rationale: AA is a charter school with a business model independent of the district. AA does not use DCSD Purchasing but works with vendors directly, without authority from the DCSD Purchasing Department.

Replacement Plan: The AA Board of Directors and its Designee will determine which vendors to work with.

- 6) DCSD Policy: DK/DKA/DKC/DKC-R-1/DKC-R-2/DKC-R-3 – Payment Procedures/Payroll Procedures & Schedules/Employee Expense Authorization/Travel Expense Authorizations

Rationale: AA is a charter school with a business model independent of the district so that, for example, employees of AA are not employees of the district. AA does not use DCSD Business Services or Payroll Services so AA is responsible for payroll and all other payments to employees of the school as well as outside vendors.

Replacement Plan: AA has its own [Payroll Procedures](#) and [Expenditures Procedure](#).

- 7) DCSD Policies: EBBA, EBBA-R, JLCC – Prevention of Disease Transmission/Infection Transmission/Prevention of Disease Infection Transmission/Communicable Diseases and Long Term Illnesses

Rationale: At all times, AA will look to ensure the health and safety of its staff and students and members of the public entering its buildings. AA has been and will continue to be responsible for managing communicable diseases and illnesses on its own, to include cooperating with all local, state, and federal mandates and working closely with DCSD and its charter schools regarding mitigation strategies and related data.

Replacement Plan: AA will be responsible for ensuring the health and well-being of its students and staff as set out above and according to its [replacement policy](#).

8) DCSD Policy: EBCE/EBCE-R – School Closings and Cancellations and Regulations

Rationale: AA will follow the closings and delays announced by DCSD. However, AA may also elect to delay or close school on days that DCSD does not.

Replacement Plan: AA has its own [School Closures and Delays Procedures](#)

9) DCSD Policy: ECD – Custodial Services

Rationale: AA Controls its own custodial services.

Replacement Plan: AA contracts for its own custodial services.

10) DCSD Policy: EEAA – Transportation of Eligible Students

Rationale: AA is a charter school that serves kids from all over Douglas County and beyond. AA is also a school of choice. Per the terms of attendance at AA, parents provide transportation of students to and from school.

Replacement Plan: AA requires parents to provide transportation.

11) DCSD Policy: EF – Food Services & Nutritious Food Choices

Rationale: AA currently does and may continue to contract with DCSD Nutrition Services. In the event that the school does use DCSD Nutrition Services, relevant DCSD policies apply. In the event that AA chooses not to contract with DCSD Nutrition Services, this and related policies will not apply.

Replacement Plan: In the event that AA does not use DCSD Nutrition Services, AA will be responsible for adherence to all applicable local, state, and federal laws.

12) DCSD Policy: GBEA, GBEA-R, GBEB, GBEB-R, GBEC, GBEE, GBEE-R, GBEF, GBEF-E, GBGA, GBGBAB, GBGB, GBGF, GBGI, GBGK, GBI, GDA/GDBC/GDE_GDF/GDEA/GDG/GDQB — Staff Conduct/Conflicts of Interest/Alcohol and Drug Free Workplace/Use of Computers and the Internet/Dress Code/ Staff Health/First Aid Training/Personal Security and Safety/Military Leave/Leave for Jury Duty/Electronic Mail/Support Staff Positions/Support Staff Supplementary Pay Overtime/Support Staff Recruiting_Hiring/Background Checks/Resignation of Support Staff

Rationale: AA agrees with the intent of the referenced policies. AA maintains an Employee Handbook and other policies, procedures, and practices which address the substance of each of the policies referenced. Both AA and each employee agree to the terms of the handbook on an annual basis through the employee contract.

Replacement Plan: AA's [Employee Handbook](#) and Colorado state and/or federal law (e.g., mandatory reporting, inappropriate behavior with minors, FMLA) address these and other employee matters and expectations.

13) DCSD Policy: GBEBA – Staff Dress Code

Rationale: AA has established dress code standards for AA staff.

Replacement Plan: AA has its own [Employee Dress Code Policy](#).

14) DCSD Policy: GBJ – Personnel Records & Files

Rationale: A personnel file will be maintained at AA for all AA employees.

Replacement Plan: AA will be responsible for these matters rather than DCSD.

15) DCSD Policy: HB – governing Relationships with Labor Unions or Labor Union-Affiliated Organizations

Rationale: AA employees are not district employees and, otherwise, are not part of a labor union.

Replacement Plan: Not applicable.

16) DCSD Policy: I series of policies except IK (State Mandated Assessments) & IMDB (Flag Displays)

Rationale: AA is responsible for choosing, developing, and resourcing its own curriculum and related field trips, giving parent access to student progress, and promoting students to or retaining them from the next grade. AA has and will continue to do so consistent with its mission, vision, and values, state law, and the terms of the charter contract.

Replacement Plan: AA will continue to be responsible for these matters rather than DCSD. The AA Board of Directors will have responsibility in setting curriculum, field trips, and student retention and acceleration. These policies can be found here: [Curriculum](#), [Retention and Acceleration](#), and [Field Trips](#).

17) DCSD Policy: JC – School Attendance Areas

Rationale: AA is a charter school open to all students in Douglas County and beyond.

Replacement Plan: Via lottery, AA will enroll students first from Douglas County and then from out-of-district schools in accordance with the [AA Enrollment Policy](#) and its charter contract.

18) DCSD: JI-JIA, JIC/JICDA, JICA – Student Rights and Responsibilities—Due Process Rights, Student Conduct Board Approved/Student Dress Board Approved

Rationale: The academic, behavior, and uniform expectations of AA students are governed by the AA Board of Directors. At all times, AA will follow state and federal law and seek annual feedback from parents, students, and staff regarding the school's overall environment.

Replacement Plan: AA has its own [Student Discipline Policy](#), [Student Uniform Policy](#), and [Parent Handbook](#).

19) DCSD Policy: JJF – Student Activities Funds Management

Rationale: AA is responsible for managing its own budget, including student activities funds.

Replacement Plan: AA will be responsible for allocating student activities funds as deemed appropriate by the AA Board of Directors and its designee, within Colorado law and this charter contract.

20) DCSD Policy: JQ/JQ-R/JQ-E Appendix A/Calculator – Student Fees & Regulation

Rationale: AA is responsible for managing its own budget, including setting student fees.

Replacement Plan: AA will be responsible for determining student fees consistent with Colorado law and its charter contract.

21) DCSD Policy: KE/KEC/KEC-E/KEC-R – Public Complaints and Related Policies

Rationale: Grievances will follow policy as set by the AA Board of Directors. Further, the AA's Board of Directors will handle its own complaints pertaining to learning resources/curriculum. AA's Board of Directors has the authority to continue development of the educational program and prescribe the textbooks to be used as long as the program remains consistent with the charter.

Replacement Plan: The AA Board of Director's [Parent Communication Policy](#) addresses the process for addressing grievances, including those related to learning resources.

22) DCSD Policy: KF/KFA /KF-R-1 – Community Use of School Facilities and Related Policies

Rationale: The use of AA's facilities is regulated by the AA Board of Directors.

Replacement Plan: AA' [Facilities Use Policy](#) addresses the use of AA's facility by the community, including the process for reserving space in the facility.

23) DCSD Policy: KI/KI-R – Visitors and Volunteers in the Schools

Rationale: Visiting and Volunteering at AA is regulated by the AA Board of Directors.

Replacement Plan: The AA Board of Director's [Visitor & Volunteer Policy](#) addresses visiting and volunteering at AA.