

NOTICE OF REGULAR MEETING AND AGENDA



February 8, 2017

**Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501**

Robert J. Smith, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

DISTRICT VISION STATEMENT

*To be an exemplary school district
which inspires and promotes high
standards of learning and student
well-being in partnership with
parents, guardians and the
community.*

DISTRICT MISSION STATEMENT

*To educate each student in a safe
learning environment so that they
may develop to their highest
potential and become contributing
citizens.*

ESSENTIAL BOARD ROLES

*Guide the superintendent
Engage constituents
Ensure alignment of resources
Monitor effectiveness
Model excellence*

BOARD MEMBERS

*John Ahrens, Member
Debbie Lammers, Secretary
Dr. Richard Martyr, Member
Paula Peairs, Treasurer
Joie Siegrist, Vice President
Amory Siscoe, Asst Secretary
Robert J. Smith, President*

1. CALL TO ORDER:

7:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

5. BOARD/SUPERINTENDENT REPORTS:

6. REPORTS:

1. Skyline High School Student Advisory Council Feeder Report

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the January 11, 2017 Regular Meeting, the January 18, 2017 Study Session, the January 19, 2017 Special Meeting-Legislative Dinner, and the January 25, 2017 Regular Meeting
4. Approval: Approval of Contract Award-Modular Classrooms
5. Approval: Approval of Delayed Start of Schools-February 2, 2017

8. ACTION ITEMS:

1. Recommendation: Approval of Recommendation to Hire Principal for New Erie PK-8
2. Recommendation: Approval of Aspen Ridge Preparatory School Contract Waivers
3. Recommendation: Approval of Flagstaff Academy Contract Waivers
4. Recommendation: Approval of Imagine Charter School at Firestone Contract Waivers
5. Recommendation: Approval of Twin Peaks Charter Academy Contract Waivers
6. Recommendation: First Reading, Discussion, Board Policy IKF – Graduation Requirements

9. DISCUSSION ITEMS:

10. ADJOURNMENT:

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Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:

Wednesday, February 15	5:30 – 6:00 pm Discuss JICH/JLCD Policies 6:00 – 8:00 pm Joint Meeting with St. Vrain Valley Education Association
Wednesday, February 22	6:30 pm Financials 7:00 pm Regular Meeting
Wednesday, March 8	7:00 pm Regular Meeting

MEMORANDUM

DATE: February 8, 2017
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Skyline High School Report - High School Student Advisory Council

PURPOSE

To provide students the opportunity to practice leadership skills and report out on the successes of the Skyline High School Feeder to the Board of Education.

BACKGROUND

The Student Advisory Council is comprised of 4-5 high school students from each of our high schools that were chosen by teachers and administrators. The Student Advisory Council was started by Don Haddad ten years ago so that students could give input to the superintendents about what students were feeling about the District.

February 8, 2017
Terminations/Leaves of Absence

7.1

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL								
6/30/2017	Burnett, Susan	Assistant Principal / Niwot HS						X	21 Years
1/2/2017	Hess, Laura	Executive Director / Student Services		X					
2/1/2017	Moreno, Margo	Assistant Principal / Thunder Valley K-8	X						
	LICENSED								
5/25/2017	Aiello, Randi	Teacher, Art / Mountain View ES						X	*18 Years
1/3/2017	Burnett, Gertrude	Instructional Program Consultant / Student Services	X						
2/7/2017	Burns, Kelly	Teacher, SE / Silver Creek HS					X		
1/12/2017	Cellario de L. Castro, Maria I.	Teacher, Bilingual Kindergarten / Northridge ES	X						
5/25/2017	Davis, Steven	Teacher, Computer Tech / Sunset MS						X	11 Years
1/2/2017	Diem, Patrice	Teacher, ESL / Timberline PK-8	X						
1/9/2017	Hill, Stephanie	Teacher, Literacy / Burlington ES				X			
2/17/2017	Kostecki, Amy	Teacher, ESL / Frederick HS					X		
1/3/2017	Lambert, Suzanne	Teacher, ESL / Mountain View ES		X					
1/19/2017	Leyva, Martha	Teacher, 1st Grade Bilingual / Columbine ES		X					
5/25/2017	Montoya, Lydia	Teacher, Foreign Language/Frederick High					X		
1/3/2017	Pohlman, Julie	Counselor / Erie HS	X						
1/10/2017	Simonson, Hillary	IB Instructional Coach / Central ES		X					
5/25/2017	Sypher, Mary	Teacher, Foreign Language / Niwot HS						X	*13 Years
1/2/2017	Trupp, Brenda	Teacher, Multi Grades / Main St.		X					
1/19/2017	Vanderveen, Joan	Occupational Therapist / Student Services		X					
1/30/2017	Von Gunten, Darby	Non-Instructional Program Consultant/Student Ser	X						
1/9/2017	Vorhaus, Alexis	Teacher, Kindergarten / Longmont Estates ES	X						
5/25/2017	Watt, Timothy	Permanent Substitute Teacher/Human Resources					X		
1/6/2017	Williamson, Susan	Teacher, Vocal Music / Trail Ridge MS	X						
1/9/2017	Winstead-Powers, Amy	Teacher, 5th Grade / Black Hawk ES	X						
5/25/2017	Yauchzee, Rebecca	Building Team Leader / Student Services						X	6 Years
	CLASSIFIED								
1/6/2017	Birt, Anita	Paraeducator, SSN/Autism / Longmont Estates ES					X		
1/27/2017	Brown, Melissa	Group Leader, Child Care / Alpine ES					X		
12/16/2016	Castro, Theresa	Bus Assistant / Transportation					X		
12/16/2016	Chalupsky, Joan	Nutrition Services Worker / Coal Ridge MS					X		
2/2/2017	Dean, Harold	Custodian / Erie MS							Administrative Recommendation
2/10/2017	Durmisevic, Mersudina	Custodian / Coal Ridge MS		X					

*Will work a 110 Day Contract for 2016-17

7.1

Terminations/Leaves of Absence

[illegible]

*Will work a 110 Day Contract for 2016-17

February 8, 2017
Staff Appointments

7.2

[illegible]

MEMORANDUM

DATE: February 8, 2017
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board of Education Meeting Minutes

RECOMMENDATION

That the Board of Education approve the minutes from the January Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes from the January 11, 2017 Regular Meeting, the January 18, 2017 Study Session, the January 19, 2017 Special Meeting-Legislature Dinner, and the January 25, 2017 Regular Meeting.

MEMORANDUM

DATE: February 8, 2017
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Contract Award – Modular Classrooms Bid #2017-039

RECOMMENDATION

That the Board of Education approve the contract award for the Modular Classrooms Bid #2017-039 to Palomar Modular Buildings LLC for as many as six (6) modular classroom units for \$106,971 per unit for a total amount not-to-exceed \$706,009 including 10% contingency, and further authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The number of modular classrooms purchased was determined by District growth and building needs. The modular classroom units will be allocated evenly between Mead High School and Erie High School. Funding for the Modular Classrooms bid is included in the 2017 Capital Reserve budget.

Bids were received and opened on January 26, 2017 with the following bid results.

BID TABULATION SHEET

ITB 2017-039

MODULAR CLASSROOMS

January 26, 2017 2:00 P.M.

Recommend for Award	Aries Building Systems	Mobilease Modular Space	Palomar Modular Buildings	Satellite Shelters	US Modular Group Inc
Noncollusion Affidavit	Y	Y	Y	Y	Y
Immigrant Worker Regulation	Y	Y	Y	Y	Y
Insurance	Y	Y	Y	Y	Y
Signed Bid	Y	Y	Y	Y	Y

	Qty	UOM	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price
	6	EA	\$ 113,407.00	\$ 680,442.00	\$ 132,775.00	\$ 796,650.00	\$ 106,971.00	\$ 641,826.00	\$ 113,939.00	\$ 683,634.00	\$ 111,085.00	\$ 666,510.00

MEMORANDUM

DATE: February 8, 2017
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Delayed Start of Schools on February 2, 2017

RECOMMENDATION

That the Board of Education approve a 2.5 hour delayed start to all schools, on February 2, 2017, due to inclement weather.

BACKGROUND

This recommendation is based on Colorado Revised Statute 22-32-109 (II) (A) "closing deemed by the Board to be necessary for the health, safety and welfare of the students". It was necessary for the St. Vrain Valley School District to delay the start of all schools for 2.5 hours due to inclement weather on Thursday, February 2, 2017.

MEMORANDUM

DATE: February 8, 2017

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal for the New Erie PK-8

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Cyrus Weinberger as the Principal for the new Erie PK-8, effective July 1, 2017.

BACKGROUND

Mr. Weinberger graduated from Whitman College in Walla Walla, Washington, with a Bachelor of Arts in Philosophy. He continued his education at the University of Northern Colorado, where he completed his Master of Arts in Elementary Education. He later completed his Master of Education School Leadership from the Harvard Graduate School of Education.

For the past seven years, Mr. Weinberger has served as the Principal of Red Hawk Elementary School, where he was responsible for creating the All School Movement Program that provides students with 35-40 minutes of rigorous activity a day in addition to recess and PE. The Red Hawk program has been nationally recognized with the President's Council for Nutrition and Physical Fitness Community Leadership Award, a Child Obesity 180 Innovation Competition National winner (\$100,000), and a Kaiser Thriving Schools Grant (\$150,000). Mr. Weinberger has also created an atmosphere at Red Hawk where strong instructional practice, innovation, and kindness thrive every day. Prior to that, he served as a Principal at Ryan Elementary Math & Science Focus School in the Boulder Valley School District for two years. Throughout Mr. Weinberger's career, he has served as an Assistant Principal, Educational Consultant, and a teacher of fourth, seventh and eighth grades. Mr. Weinberger also spent a year in Wang Prong, Thailand, teaching English.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: February 8, 2017

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Aspen Ridge Preparatory School Contract Waivers

RECOMMENDATION

That the Board approve the updated Exhibit A from Aspen Ridge Preparatory School and incorporate it as an addendum to the three-year charter school contract approved in June 2016.

BACKGROUND

The Colorado Department of Education has requested that four of our charter schools revise Exhibit A of their three-year contracts approved by the Board of Education in June 2016 to include a Rationale and Replacement Plan (RRP) for their non-automatic state waivers. We have asked these charters to submit each revised Exhibit A to the Colorado Department of Education to ensure compliance and then have the revised Exhibit approved by their school's governing Board.

The administration is now requesting that the Board of Education approve this revised Exhibit A for Aspen Ridge Preparatory School, and accept it as an addendum to the charter contract approved in June 2016.

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Aspen Ridge Preparatory School

School Address: 705 Austin Avenue, Erie, Colorado 80516

Prepared by: Mr. Todd Cordrey

Preparer's Phone Number: 720-242-6225

Preparer's Email Address: TCordrey@AspenRidgePrepSchool.org

Charter School Contact: Todd Cordrey

Charter School Contact Email Address: TCordrey@AspenRidgePrepSchool.org

District Contact Name: Terry Schueler

District Contact Email Address: schueler_terry@svvdsd.org

STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-32-109 (1)(f) Boards of Education . Specific Duties (delegation)

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

Rationale: Aspen Ridge Preparatory School will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the administration and Board of Directors of Aspen Ridge Preparatory School. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All Aspen Ridge Preparatory School staff will be employed on an at-will basis.

Replacement Plan: Aspen Ridge Preparatory School will be responsible for these matters rather than the St. Vrain Valley School District. Aspen Ridge Preparatory School uses "at will" employment agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District. The school must operate within its budget and the cost of employing staff has been included in that budget.

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

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

Rationale: The school year at Aspen Ridge Preparatory School will adopt the St. Vrain Valley School District calendar with minor exceptions not to include days of school.

Replacement Plan: The final calendar will change late start Wednesdays to early release Wednesdays.

Duration of the Waivers: Replacement Plan: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

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 implement the necessary policies to increase student achievement.

C.R.S. § 22-32-109 (1)(t) Boards of Education Specific Duties

Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The St. Vrain Valley School District has granted to the Board of Directors of Aspen Ridge Preparatory School the authority to determine the educational program and textbooks to be used in the school.

Replacement Plan: The Aspen Ridge Preparatory School educational program and curriculum is detailed in this Charter application.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District or the 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 Aspen Ridge Preparatory School, as per this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school.

C.R.S. § 22-32-110 (1) (h) Local Board Powers, Makes Board of Education responsible for terminating personnel.

C.R.S. § 22-32-110(1)(i) Local Board Powers, 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 to in-service training and official conduct

C.R.S. §22-32-110(1)(ee) Local Board Powers, Employ teachers' aides and other non-certified personnel

Rationale: Aspen Ridge Preparatory School will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the Executive Director, or authorized head of school, and Board of Directors of Aspen Ridge Preparatory School. The success of Aspen Ridge Preparatory 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 this Charter School Agreement and the goals and objectives of the school. All Aspen Ridge Preparatory School staff will be employed on an at-will basis.

Replacement Plan: Aspen Ridge Preparatory School will be responsible for these matters rather than the St. Vrain Valley School District. Aspen Ridge Preparatory School staff uses "at will" employment agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District or the school. Aspen Ridge Preparatory School must operate within its budget and the cost of employing staff has been included in that budget.

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.

C.R.S. § 22-32-126 Employment & Authority of Principals Authorizes Board of Education to employ Principals.

Rationale: Aspen Ridge Preparatory School will be responsible for its own personnel matters, including employing the Executive Director or designated head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Executive Directors employed at Aspen Ridge Preparatory School will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the Board of Directors of Aspen Ridge Preparatory School. The success of this school will depend in large part upon its ability to select and employ its own principal/headmaster and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than the St. Vrain Valley School District. The school's principal/Executive Director and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District. Aspen Ridge Preparatory School must operate within its budget and the cost of employing staff has been included in that budget.

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. §22-33-104(4) Compulsory School Attendance

Rationale: Aspen Ridge Preparatory School will be responsible for creating the written policy setting forth the school's attendance requirements. The St. Vrain Valley School District reserves the right to approve the plan once it has been created.

Replacement Plan: Aspen Ridge Preparatory School will be responsible for creating the written attendance policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

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 implement the necessary policies to increase student achievement.

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

Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

C.R.S. § 22-63-204

C.R.S. § 22-63-402 Services Disbursements

(substantive) Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

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

Rationale: Aspen Ridge Preparatory School should 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. 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 Aspen Ridge Preparatory School will be employed on an at-will basis. All employees of Aspen Ridge Preparatory School 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 Aspen Ridge Preparatory School.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

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.

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

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

C.R.S. § 22-63-403 Payment of Salaries- Governs payment of salaries upon termination of employment of a teacher.

Rationale: Aspen Ridge Preparatory School should be granted the authority to 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. All employees of Aspen Ridge Preparatory School will be employed on an at-will basis.

Replacement Plan: Aspen Ridge Preparatory School has teacher an agreement with the terms of non-renewal and renewal of employment, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

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.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Aspen Ridge Preparatory School is granted the authority under the Charter School Agreement to select its own teachers. No other school or the St. Vrain Valley School District should not have the authority to transfer its teachers into Aspen Ridge Preparatory School or transfer teachers from Aspen Ridge Preparatory School to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the 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 Aspen Ridge Preparatory School, as set forth in this Charter School Agreement.

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

personnel affairs. There is no provision for transfers.

C.R.S. § 22-63-301 Transfer Employment, Compensation and Dismissal Act

Grounds for dismissal.

C.R.S. § 22-63-302 Procedures for dismissal of teachers.

Rationale: The success of Aspen Ridge Preparatory School in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to Aspen Ridge Preparatory School as the school is only of limited duration. All employees of Aspen Ridge Preparatory School will be employed on an at-will basis.

Replacement Plan: Continued employment in the school shall be subject to a yearly satisfactory performance evaluation, although all employees of Aspen Ridge Preparatory School will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Aspen Ridge Preparatory School.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act

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

Rationale: Aspen Ridge Preparatory School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the St. Vrain Valley School District and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Aspen Ridge Preparatory School will set competitive rates for each level of teachers it employs. Aspen Ridge Preparatory School's Headmaster or designated head of school will determine the placement of teachers.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District. Aspen Ridge Preparatory School will be able to employ teachers and determine a salary schedule consistent with its budget.

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 Aspen Ridge Preparatory School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Aspen Ridge Preparatory School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-32-109 (l)(b) Boards of Education . Specific Duties

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

Rationale: Aspen Ridge Preparatory School will be operating independently from other schools in the St. Vrain Valley School District and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of Aspen Ridge Preparatory School will adopt policies and the Executive Director or designated head of school of **Aspen Ridge Preparatory School** will prescribe rules and regulations.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on St. Vrain Valley School District. Aspen Ridge Preparatory School will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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 Aspen Ridge Preparatory School, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Aspen Ridge Preparatory School will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.

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

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

Rationale: Aspen Ridge Preparatory School Executive Director, or designated head of school, 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 Executive Director. The Aspen Ridge Preparatory School Board of Directors must also have the ability to perform the evaluation for the Executive Director or designated head of school.

Plan: Aspen Ridge Preparatory School uses its own evaluation system as agreed to in the Charter School Agreement with St. Vrain Valley School District. Aspen Ridge Preparatory School's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used for Aspen Ridge Preparatory School's evaluation system includes 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 SB 10-191. Aspen Ridge Preparatory School will not be required to report their 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 22-11-503.5 as this is a non-waivable statute.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the Aspen Ridge Preparatory School 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.

C.R.S. §22-1-110 Effect of use of alcohol and controlled substances to be taught.

Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale: Aspen Ridge Preparatory School uses a different curriculum and sequence than do other St. Vrain District Schools. The instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum should be within the direction and control of the Aspen Ridge Preparatory School Executive Director and Principals.

Replacement Plan: Aspen Ridge Preparatory School will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all Physical Education and Health standards.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(aa) Requires Districts to adopt content standards and a plan for implementation of such standards.

Rationale: Aspen Ridge Preparatory School will be operating independently from other schools in the District and should be delegated the authority to adopt and implement its own content standards as long as said standards meet or exceed State content standards.

Replacement Plan: Aspen Ridge Preparatory School will adopt content standards and a plan for implementation of such standards. The standards shall meet or exceed State content standards. The administration shall be responsible for implementation of the standards with oversight by the Board of Directors.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

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

Rationale: Aspen Ridge Preparatory School will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The **St. Vrain Valley School District Board** will not set these policies.

Replacement Plan: Aspen Ridge Preparatory School will prescribe the actual details of teacher-pupil contact hours instead of the St. Vrain Valley School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Aspen Ridge Preparatory School.

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 implement the necessary policies to increase student achievement.

C.R.S. §22-32-119 Permits the Board of Education authority to establish and maintain kindergartens and prescribe courses of training, study and rules and regulations governing the program.

Rationale: Aspen Ridge Preparatory School will be operating independently from other schools in the District and should be delegated the authority to operate its own kindergarten program consistent with the school's mission, goals and educational program.

Replacement Plan: Aspen Ridge Preparatory School will operate its own kindergarten program and develop, adopt and implement the training, study and rules and regulation governing said program.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-7-1014(2)(a)

Requires each district to administer the school readiness assessment to each student.

Rationale: Aspen Ridge Preparatory School is requesting a waiver to the above stated code in order to be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for “determining the instruction and interventions students need to improve their readiness to succeed in school” (C.R.S. 22-7-1014 (2)(a)). Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are continually assessed, and remediated as necessary, throughout the school year. There are multiple checkpoints to monitor achievement and multiple channels of support available throughout the program that meet the spirit and intent of the School Readiness Assessment law. Data is collected and housed in Alpine Achievement and school created specific, standards-based data bases.

The data will be collated into a spreadsheet that lists the students, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014 (2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.L. plan, or Tiered Intervention plan that impacts performance in any category. In cases in which multiple assessments exist within a category, such as Language and Comprehension development, standardized assessment scores are weight equally with classroom assessment scores to provide a total score. We will be able to submit this data upon request to the **St. Vrain Valley School District** or other authorized agencies.

Replacement Plan: Aspen Ridge Preparatory School utilizes the Core Knowledge sequence for all grades K-8. The goal of the Core Knowledge sequence is to provide every child a rigorous, lively, and coherent education. In addition to the core curriculum, Core Knowledge provides a foundational curriculum for music, art, and physical education, along with Core Virtues that are taught in every grade to support the social and emotional learning and well-being of our students. Our comprehensive curriculum addresses:

1. Physical well-being and motor development:

- a. Upon admission to Aspen Ridge Preparatory School, parents are required to provide documentation regarding the child's physical well-being, allergies, medications, and motor development. Vision and hearing screenings are completed during the school year. Full medical information, including most recent health screening and immunization documentation are required. Furthermore, data is gathered regarding Child Find and any IEP or 504 plans. Pertinent data from the student's cumulative folder is entered into Alpine Achievement, so it can be accessed by authorized persons who work with the child.
- b. Students participate weekly in physical education classes with a certified physical education teacher that meet or exceed state standards. Students are assessed regularly on gross motor development.
- c. Students participate in weekly Core Knowledge Art education that meets or exceeds state standards. Students participate in drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper mache, clay, and other items. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
- d. Students participate in weekly Core Knowledge Music education that meets or exceeds state standards. Students recognize and begin to play a steady beat; recognize short and long sounds; discriminate between fast and slow, high and low pitches, loud and quiet; sing in unison, both unaccompanied and accompanied; and, move responsively to music. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
- e. Students participate in weekly technology classes that teach them keyboarding skills, as well as digital citizenship and navigating web sites. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
- f. If observational assessments reveal that children are in need of assistance with gross or fine motor development, they may be assessed by licensed school district personnel and receive intervention services.

2. Social-Emotional Development

- a. At Aspen Ridge Preparatory School, we are committed to providing opportunities for students to develop positive character traits. We have identified Core Virtues which will be incorporated into activities with students. A few of the Core Virtues at Aspen Ridge Preparatory School are as follows: honesty, compassion, respect, responsibility, self-discipline, perseverance, generosity, kindness, integrity, diligence, gratitude, and courage. Additionally, we have a Character Education program that is taught daily during our kindergarten classes to further promote our core virtues.

- b. Aspen Ridge Preparatory School embraces Restorative Justice with all our students. Restorative practices allow students to recognize the harm they may have caused another and find ways to repair that harm, rather than merely issuing consequences for negative behaviors.
 - c. Aspen Ridge Preparatory School utilizes CHAMPS as a classroom management system to explicitly teach students class rules, and nurture their ability to self-regulate their behavior.
 - d. Children who are observed to have any social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to the MTSS team, evaluated, and are able to meet with the school counselor or receive further psychological testing as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.
- 3. Language and comprehension development
 - a. Students receive 90 minutes of daily instruction using the Core Knowledge Language Arts curriculum. This is a comprehensive program for reading, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, and grammar. Additionally, the Six Traits writing curriculum is utilized to teach writing skills.
 - b. The school administers IREADY literacy assessment three times a year. Any student who does not make benchmark is referred for reading interventions to take place within the classroom setting. During the second semester, those students whose benchmark scores indicate additional assistance is required are pulled for small group instruction by a fully certified intervention teacher. Students are progress-monitored by the classroom teacher and the reading intervention teacher.
 - c. Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing.
 - d. In the case of reporting on school readiness, standardized assessments, such as ACCESS and PALS are weighted equally, along with the classroom teacher's assessment to provide a balanced view of the child's strengths and needs.
- 4. Cognition and general knowledge
 - a. Children are observed and monitored daily and data on their progress is disseminated three times annually to parents. Furthermore, monthly data meetings are held with the Assistant Principal, Data Specialist, and MTSS chair to discuss student data and needs. Assessment information is gathered through formal curriculum assessments, and teacher observations.
 - b. Students receive Core Knowledge math instruction that aligns to the state standards in the following areas: Patterns and Classifications; Numbers and Number Sense; Computation; Geometry; and, Measurement. Additionally, students receive instruction in Money.
 - c. Students receive Core Knowledge science instruction that aligns to the state standards in the following areas: Physical Science (Magnetism), Earth Science (Seasons and

Weather), and Life Science (Plant Life, Animals and Needs). Furthermore, students attend a weekly Science lab that provides additional hands-on activities in a lab environment to supplement the classroom curriculum.

- d. Students receive Core Knowledge history and geography. The curriculum includes the location of North America, the continental United States, Alaska, and Hawaii; the name and location of the town, city, or community and state in which they live; Native American Peoples, Past and Present; Early Exploration and Settlement; Symbols and Figures; and, Presidents, Past and Present.

Any student not making adequate growth in any of the above areas is referred to MTSS for Tier II interventions. Students are able to work in small groups or one on one with classroom teachers and/or assistants. There are two full time teaching assistants for the four kindergarten classrooms, as well as the fully certified intervention teachers. This support system allows for early detection and intervention. Data driven intervention plans, along with progress monitoring, inform the progress of the student. The use of Alpine Achievement to warehouse the data information allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the student.

If students do not respond to instruction by demonstrating adequate growth, they are referred for Tier III interventions. Data is collected and recommendations may be made for special education referral.

Methods and assessments used are clear, 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). The only real difference will be how that information is compiled and disseminated.

Duration of the Waivers: Aspen Ridge Preparatory School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Aspen Ridge Preparatory School anticipates that the requested waiver will have no financial impact.

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 Aspen Ridge Preparatory School 's Core Knowledge curriculum and the overall program design.

Expected Outcomes: Aspen Ridge Preparatory School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and supports that ensure student success in higher levels of learning in all academic content areas, as well as the physical, social, and emotional well-being of our students.

EXHIBIT A

WAIVERS

Waivers from Colorado Statutes and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 2016 through June 30, 2019.

AUTOMATIC WAIVERS-

22-32-109 (1) (f), C.R.S. Local board duties concerning employment termination of school personnel

22-32-126, C.R.S. Employment and authority of principals

22-32-104(4), C.R.S. Compulsory School Attendance

22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal

22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review

22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule

22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers

22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries

22-32-109(1)(b) Board duties – purchase of goods and service

22-2-112, C.R.S. School Year- National Holidays

22-32-109(1)(t) Board duties – educational programs

22-32-110(1)(h) Board duties – terminating personnel

22-32-110(1)(i) Board powers – reimburse employees for expenses

22-32-110(1)(j) Board powers – procure insurance

22-32-110(1)(k) Board powers - in-service

22-32-110(1)(y) Board powers – accept gifts, donations, or grants

22-32-110(1)(ee) Board powers – employ teacher aides

NON-AUTOMATIC WAIVERS- See Addendum- Rationale and Replacement Plan

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990;
Employment - License Required - Exception

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990;
Contract in writing - duration - damage provision

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990;
Probationary teacher - renewal and nonrenewal of employment contract

~~22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990;
receiving money from sale of goods – interest prohibited~~

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990;
transfer of teachers – compensation

22-32-109(1)(aa) C.R.S. Board duties – adopt content standards and a plan for
implementation

22-32-109(1)(n)(I) C.R.S. Board duties – length of school year

22-32-109(1)(n)(II)(A) C.R.S. Board duties –teacher-pupil contact hours

22-32-109(1)(n)(II)(B) C.R.S. Board duties – Adoption of District Calendar

22-32-119 C.R.S. Kindergarten

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

22-1-110 C.R.S., Effect of use of alcohol and controlled substances to be taught

MEMORANDUM

DATE: February 8, 2017

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Flagstaff Academy Contract Waivers

RECOMMENDATION

That the Board approve the updated Exhibit A from Flagstaff Academy and incorporate it as an addendum to the three-year charter school contract approved in June 2016.

BACKGROUND

The Colorado Department of Education has requested that four of our charter schools revise Exhibit A of their three-year contracts approved by the Board of Education in June 2016 to include a Rationale and Replacement Plan (RRP) for their non-automatic state waivers. We have asked these charters to submit each revised Exhibit A to the Colorado Department of Education to ensure compliance and then have the revised Exhibit approved by their school's governing Board.

The administration is now requesting that the Board of Education approve this revised Exhibit A for Flagstaff Academy, and accept it as an addendum to the charter contract approved in June 2016.

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information

School Name: Flagstaff Academy

School Address: 2040 Miller Dr., Longmont, CO 80501

Prepared by: Wayne Granger

Preparer's Phone Number 303-651-7900

Preparer's Email Address wgranger@flagstaffacademy.org

Charter School Contact: Wayne Granger

Charter School Contact Email Address wgranger@flagstaffacademy.org

District Contact Name: Terry Schueler

District Contact Email Address: schueler_terry@svvsd.org

STATUTE DESCRIPTION AND RATIONALE

C.R.S. § 22-32-109 (1)(f) Boards of Education . Specific Duties (delegation)

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

Rationale: Flagstaff Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the administration and Board of Directors of Flagstaff Academy. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All Flagstaff Academy staff will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy will be responsible for these matters rather than the St. Vrain Valley School District. Flagstaff Academy uses "at will" employment agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District. The school must operate within its budget and the cost of employing staff has been included in that budget.

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

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

Rationale: The school year at Flagstaff Academy will total approximately 175 days per year which exceeds the current requirement in state statute. Flagstaff Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Flagstaff Academy will not adopt the District Calendar and will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by Flagstaff Academy and will meet or exceed the expectations in state statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

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 implement the necessary policies to increase student achievement.

C.R.S. § 22-32-109 (1)(t) Boards of Education . Specific Duties

Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The St. Vrain Valley School District has granted to the Board of Directors of Flagstaff Academy the authority to determine the educational program and textbooks to be used in the school.

Replacement Plan: The Flagstaff Academy educational program and curriculum is detailed in this Charter application.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waivers will have no financial impact

upon the St. Vrain Valley School District or the 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 Flagstaff Academy, as per this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school.

C.R.S. § 22-32-110 (1) (h) Local Board Powers, Makes Board of Education responsible for terminating personnel.

C.R.S. § 22-32-110(1)(i) Local Board Powers, 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 to in-service training and official conduct

C.R.S. §22-32-110(1)(ee) Local Board Powers, Employ teachers' aides and other non-certified personnel

Rationale: Flagstaff Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the Executive Director, or authorized head of school, and Board of Directors of Flagstaff Academy. The success of Flagstaff Academy 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 this Charter School Agreement and the goals and objectives of the school. All Flagstaff Academy staff will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy will be responsible for these matters rather than the St. Vrain Valley School District. Flagstaff Academy uses "at will" employment agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

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

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.

C.R.S. § 22-32-126 Employment & Authority of Principals Authorizes Board of Education to employ Principals.

Rationale: Flagstaff Academy will be responsible for its own personnel matters, including employing the Executive Director or designated head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Executive Directors employed at Flagstaff Academy will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the Board of Directors of Flagstaff Academy. The success of this school will depend in large part upon its ability to select and employ its own principal/headmaster and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than the St. Vrain Valley School District. The school's principal/Executive Director and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District. Flagstaff Academy must operate within its budget and the cost of employing staff has been included in that budget.

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

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. §22-33-104(4) Compulsory School Attendance

Rationale: Flagstaff Academy will be responsible for creating the written policy setting forth the school's attendance requirements. The St. Vrain Valley School District reserves the right to approve the plan once it has been created.

Replacement Plan: Flagstaff Academy will be responsible for creating the written attendance policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

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 implement the necessary policies to increase student achievement.

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

Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

C.R.S. § 22-63-402 Services . Disbursements

(substantive) Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

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

Rationale: Flagstaff Academy should be granted the authority to hire teachers and principals that will support the schools 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. 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 Flagstaff Academy will be employed on an at-will basis. All employees of Flagstaff Academy will meet Federal Highly Qualified Requirements (ie: 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 Flagstaff Academy.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

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.

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

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

C.R.S. § 22-63-403 Payment of Salaries- Governs payment of salaries upon termination of employment of a teacher.

Rationale: Flagstaff Academy should be granted the authority to 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. Not every teacher who is successful in the regular public school will be successful at Flagstaff Academy. All employees of Flagstaff Academy will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

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.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Flagstaff Academy is granted the authority under the Charter School Agreement to select its own teachers. No other school or the St. Vrain Valley School District should not have the authority to transfer its teachers into Flagstaff Academy or transfer teachers from Flagstaff Academy to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the 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 Flagstaff Academy, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. § 22-63-301 Transfer Employment, Compensation and Dismissal Act

Grounds for dismissal.

C.R.S. § 22-63-302 Procedures for dismissal of teachers.

Rationale: The success of Flagstaff Academy in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to Flagstaff Academy as the school is only of limited duration. All employees of Flagstaff Academy will be employed on an at-will basis.

Replacement Plan: Continued employment in the school shall be subject to a twice yearly satisfactory performance evaluation, although all employees of Flagstaff Academy will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Flagstaff Academy.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act

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

Rationale: Flagstaff Academy should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the St. Vrain Valley School District and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Flagstaff Academy will set competitive rates for each level of teachers it employs. Flagstaff Academy's Headmaster or designated head of school will determine the placement of teachers.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District. Flagstaff Academy will be able to employ teachers and determine a salary schedule consistent with its budget.

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 Flagstaff Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Flagstaff Academy should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-32-109 (l)(b) Boards of Education . Specific Duties

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

Rationale: Flagstaff Academy will be operating independently from other schools in the St. Vrain Valley School District and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of Flagstaff Academy will adopt policies and the Executive Director or designated head of school of Flagstaff Academy will prescribe rules and regulations.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on St. Vrain Valley School District. Flagstaff Academy will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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 Flagstaff Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Flagstaff Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.

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

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

Rationale: The Flagstaff Academy Executive Director, or designated head of school, 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 Executive Director. The Flagstaff Academy Board of Directors must also have the ability to perform the evaluation for the Executive Director or designated head of school.

Plan: Flagstaff Academy uses its own evaluation system as agreed to in the Charter School Agreement with St. Vrain Valley School District. Flagstaff Academy's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used for Flagstaff Academy's evaluation system includes 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 SB 10-191. Flagstaff Academy will not be required to report their 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 22-11-503.5 as this is a non-waivable statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the Flagstaff 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.

C.R.S. §22-1-110 Effect of use of alcohol and controlled substances to be taught.

Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale: Flagstaff Academy uses a different curriculum and sequence than do other St. Vrain District Schools. The instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum should be within the direction and control of the Flagstaff Academy Executive Director and Principals.

Replacement Plan: Flagstaff Academy will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all Physical Education and Health standards.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(aa) Requires Districts to adopt content standards and a plan for implementation of such standards.

Rationale: Flagstaff Academy will be operating independently from other schools in the District and should be delegated the authority to adopt and implement its own content standards as long as said standards meet or exceed State content standards.

Replacement Plan: Flagstaff Academy will adopt content standards and a plan for implementation of such standards. The standards shall meet or exceed State content standards. The administration shall be responsible for implementation of the standards with oversight by the Board of Directors.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

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

Rationale: Flagstaff Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Flagstaff Academy will prescribe the actual details of teacher-pupil contact hours instead of the St. Vrain Valley School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

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 implement the necessary policies to increase student achievement.

C.R.S. §22-32-119 Permits the Board of Education authority to establish and maintain kindergartens and prescribe courses of training, study and rules and regulations governing the program.

Rationale: Flagstaff Academy will be operating independently from other schools in the District and should be delegated the authority to operate its own kindergarten program consistent with the school's mission, goals and educational program.

Replacement Plan: Flagstaff Academy will operate its own kindergarten program and develop, adopt and implement the training, study and rules and regulation governing said program.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-7-1014(2)(a)

Requires each district to administer the school readiness assessment to each student.

Rationale: Flagstaff Academy Charter School (FA) is requesting a waiver to the above stated code in order to be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for “determining the instruction and interventions students need to improve their readiness to succeed in school” (C.R.S. 22-7-1014 (2)(a)). Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are continually assessed, and remediated as necessary, throughout the school year. There are multiple checkpoints to monitor achievement and multiple channels of support available throughout the program that meet the spirit and intent of the School Readiness Assessment law. Data is collected and housed in Alpine Achievement and school created specific, standards-based data bases.

The data will be collated into a spreadsheet that lists the students, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014 (2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.L. plan, or Tiered Intervention plan that impacts performance in any category. In cases in which multiple assessments exist within a category, such as Language and Comprehension development, standardized assessment scores are weight equally with classroom assessment scores to provide a total score. We will be able to submit this data upon request to the Charter School Institute or other authorized agencies.

Replacement Plan: Flagstaff Academy utilizes the Core Knowledge sequence for all grades K-8. The goal of the Core Knowledge sequence is to provide every child a rigorous, lively, and coherent education. In addition to the core curriculum, Core Knowledge provides a foundational curriculum for music, art, and physical education, along with Core Virtues that are taught in every grade to support the social and emotional learning and well-being of our students. Our comprehensive curriculum addresses:

1. Physical well-being and motor development:

- a. Upon admission to FA, parents are required to provide documentation regarding the child's physical well-being, allergies, medications, and motor development. Vision and hearing screenings are completed during the school year. Full medical information, including most recent health screening and immunization documentation are required. Furthermore, data is gathered regarding Child Find and any IEP or 504 plans. Pertinent data from the student's cumulative folder is entered into Alpine Achievement, so it can be accessed by authorized persons who work with the child.
- b. Students participate weekly in physical education classes with a certified physical education teacher that meet or exceed state standards. Students are assessed regularly on gross motor development. Additionally, students participate in Movement breaks every 20-30 minutes throughout the school day. Performance data is documented in the school spreadsheet.
- c. Students participate in weekly Core Knowledge Art education that meets or exceeds state standards. Students participate in drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper mache, clay, and other items. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
- d. Students participate in weekly Core Knowledge Music education that meets or exceeds state standards. Students recognize and begin to play a steady beat; recognize short and long sounds; discriminate between fast and slow, high and low pitches, loud and quiet; sing in unison, both unaccompanied and accompanied; and, move responsively to music. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
- e. Students participate in weekly technology classes that teach them keyboarding skills, as well as digital citizenship and navigating web sites. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
- f. If observational assessments reveal that children are in need of assistance with gross or fine motor development, they may be assessed by licensed school district personnel and receive intervention services.

2. Social-Emotional Development

- a. At Flagstaff Academy we are committed to providing opportunities for students to develop positive character traits. We have identified Core Virtues which will be incorporated into activities with students. A few of the Core Virtues at Flagstaff Academy are as follows: honesty, compassion, respect, responsibility, self-discipline, perseverance, generosity, kindness, integrity, diligence, gratitude, and courage. Additionally, we have a Character Education program that is taught daily during our kindergarten classes to further promote our core virtues.

- b. FA embraces Restorative Justice with all our students. Restorative practices allow students to recognize the harm they may have caused another and find ways to repair that harm, rather than merely issuing consequences for negative behaviors.
 - c. FA utilizes CHAMPS as a classroom management system to explicitly teach students class rules, and nurture their ability to self-regulate their behavior.
 - d. Children who are observed to have any social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to the MTSS team, evaluated, and are able to meet with the school counselor or receive further psychological testing as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.
- 3. Language and comprehension development
 - a. Students receive 60-90 minutes of daily instruction using the Core Knowledge Language Arts curriculum. This is a comprehensive program for reading, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, and grammar. Additionally, the Six Traits writing curriculum is utilized to teach writing skills.
 - b. The school administers PALS literacy assessment three times a year. Any student who does not make benchmark is referred for reading interventions to take place within the classroom setting. During the second semester, those students whose benchmark scores indicate additional assistance is required are pulled for small group instruction by a fully certified intervention teacher. Diagnostic testing is conducted to identify areas in need of development using PALS. Students are progress-monitored by the classroom teacher and the reading intervention teacher.
 - c. Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing.
 - d. In the case of reporting on school readiness, standardized assessments, such as ACCESS and PALS are weighted equally, along with the classroom teacher's assessment to provide a balanced view of the child's strengths and needs.
- 4. Cognition and general knowledge
 - a. Children are observed and monitored daily and data on their progress is disseminated three times annually to parents. Furthermore, monthly data meetings are held with the Assistant Principal, Data Specialist, and MTSS chair to discuss student data and needs. Assessment information is gathered through formal curriculum assessments, teacher observations, and PALS.
 - b. Students receive Core Knowledge math instruction that aligns to the state standards in the following areas: Patterns and Classifications; Numbers and Number Sense; Computation; Geometry; and, Measurement. Additionally, students receive instruction in Money.
 - c. Students receive Core Knowledge science instruction that aligns to the state standards in the following areas: Physical Science (Magnetism), Earth Science (Seasons and Weather), and Life Science (Plant Life, Animals and Needs). Furthermore, students

attend a weekly Science lab that provides additional hands-on activities in a lab environment to supplement the classroom curriculum.

- d. Students receive Core Knowledge history and geography. The curriculum includes the location of North America, the continental United States, Alaska, and Hawaii; the name and location of the town, city, or community and state in which they live; Native American Peoples, Past and Present; Early Exploration and Settlement; Symbols and Figures; and, Presidents, Past and Present.

Any student not making adequate growth in any of the above areas is referred to MTSS for Tier II interventions. Students are able to work in small groups or one on one with classroom teachers and/or assistants. There are two full time teaching assistants for the four kindergarten classrooms, as well as the fully certified intervention teachers. This support system allows for early detection and intervention. Data driven intervention plans, along with progress monitoring, inform the progress of the student. The use of Alpine Achievement to warehouse the data information allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the student.

If students do not respond to instruction by demonstrating adequate growth, they are referred for Tier III interventions. Data is collected and recommendations may be made for special education referral.

Methods and assessments used are clear, 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). The only real difference will be how that information is compiled and disseminated.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: FA anticipates that the requested waiver will have no financial impact.

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 FA's Core Knowledge curriculum and the overall program design.

Expected Outcomes: FA expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and supports that ensure student success in higher levels of learning in all academic content areas, as well as the physical, social, and emotional well-being of our students.

MEMORANDUM

DATE: February 8, 2017

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Imagine Charter School at Firestone Contract Waivers

RECOMMENDATION

That the Board approve the updated Exhibit A from Imagine Charter School at Firestone and incorporate it as an addendum to the three-year charter school contract approved in June 2016.

BACKGROUND

The Colorado Department of Education has requested that four of our charter schools revise Exhibit A of their three-year contracts approved by the Board of Education in June 2016 to include a Rationale and Replacement Plan (RRP) for their non-automatic state waivers. We have asked these charters to submit each revised Exhibit A to the Colorado Department of Education to ensure compliance and then have the revised Exhibit approved by their school's governing Board.

The administration is now requesting that the Board of Education approve this revised Exhibit A for Imagine Charter School at Firestone, and accept it as an addendum to the charter contract approved in June 2016.

Imagine Charter School at Firestone is requesting the following automatic state waivers:

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)(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

Imagine Charter School at Firestone Non-automatic state waivers and Replacement plans:

C.R.S. SS 22-9-106 Local Board of Education - Duties

Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state board, and the minimum information required in the district's written evaluation system.

C.R.S. SS 22-2-112(1)(q)(I) Educator Preparation Program Reporting

Rationale: Imagine Charter School at Firestone conducts their own personnel performance evaluations. Therefore, Imagine Charter School at Firestone should 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)(I).

Replacement Plan: Imagine Charter School at Firestone utilizes its own personnel performance evaluation systems as agreed to in the charter school contract with St. Vrain Valley School District. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and Senate Bill 191. The methods used for the evaluation system include quality standards that are clear and relevant to the administrators' and teacher's roles and responsibilities and have the goal of improving student academic achievement. Imagine Charter School at Firestone 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: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waivers will be Evaluated: The impact of the waiver will be evaluated based on student achievement results and the attainment of teacher quality standards.

Expected Outcome: As a result of this waiver, Imagine Charter School at Firestone will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school.

C.R.S. SS 22-32-109(1)(n)(1) Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

C.R.S. SS 22-32-109 (1)(n) (II)(B) Adopt District Calendar

C.R.S. SS 22-32-109 (1)(n) (II)(A) Determine teacher-pupil contact hours

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state statute.

Replacement Plan: The final calendar and school day of Imagine Charter School at Firestone will be approved each year by the Governing Board. The total number of student hours in school will equal or exceed those of the District and comply with state statute.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of this waiver, Imagine Charter School at Firestone will be able to operate with its own school year calendar and under its own schedule, which is vital to the success of its program.

C.R.S. SS 22-32-119 Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.

Rationale: Imagine Charter School at Firestone will operate its own kindergarten program in accordance with the approved Application and the Contract. Imagine Charter School at Firestone should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program, subject to the limitations in the approved Application and the Contract.

Replacement Plan: Imagine Charter School at Firestone will provide its own curriculum for kindergarten students as part of its design.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the

policy based on the annual review of the school's effectiveness and student achievement.

Expected Outcome: Imagine Charter School at Firestone expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community and ensure that students have the time to achieve the curricular standards of the school.

C.R.S. SS 22-32-120 A Board of Education may establish, maintain, equip and operate a food service facility.

Rationale: Imagine Charter School at Firestone is requesting the authority to provide food service independently from other schools in the District.

Replacement Plan: The Board at Imagine Charter School at Firestone, will make the determination as to the food service program as well as provide for students qualifying for the free or reduced lunch program.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy through the school's annual review.

Expected Outcome: As a result of this waiver Imagine Charter School at Firestone will be able to address food service that best meet the needs of the students as well as the facilities limitations.

C.R.S. SS 22-63-201 Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Rationale: Imagine Charter School at Firestone's contract with the St. Vrain Valley School District provides that Imagine Charter School at Firestone is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of highly qualified staff as defined in NCLB.

Replacement Plan: Imagine Charter School at Firestone will, where possible, hire certified teachers and principals. However, in some instances it may be beneficial for Imagine Charter School at Firestone to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. All staff teaching core content will be Highly Qualified.

Imagine Charter School at Firestone will require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the evaluation system that apply to Imagine Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.

Expected Outcome: As a result of these waivers, Imagine Charter School at Firestone will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. SS 22-63-202 Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. SS 22-63-203 This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts

Rationale: Imagine Charter School at Firestone should be granted the authority to develop its own employment contracts and terms and conditions of employment. Given the limited duration of the contract, Imagine Charter School at Firestone should not be required to give non-probationary status and probationary periods to its teachers. Imagine Charter School at Firestone will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in Imagine Charter School at Firestone.

Replacement Plan: The contract between Imagine Charter School at Firestone and the St. Vrain Valley School District requires staff to be employed on a year-to-year basis as "at-will" employees.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone

How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that

apply to Imagine Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.

Expected Outcome: Imagine Charter School at Firestone expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in Imagine Charter School at Firestone.

C.R.S. SS 22-63-206 Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for St. Vrain Valley School District to make transfers with/or for Imagine Charter School at Firestone.

Replacement Plan: Imagine Charter School at Firestone will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. St. Vrain Valley School District administrators will not assign administrators or teachers to Imagine Charter School at Firestone without said teacher/administrators voluntarily proceeding through the application and employment process of Imagine Charter School at Firestone.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine Charter School at Firestone including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Imagine Charter School at Firestone expects that, as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of the approved Application, the Contract and the Colorado Charter Schools Act, Imagine Charter School at Firestone will provide the opportunity for teachers to transfer back into the District if they so choose.

C.R.S. 22-7-1014(2)(a) Requires each district to administer the school readiness assessment to each student.

Rationale: Imagine 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 due to the present curriculum and assessments. Support is readily available through numerous avenues throughout the program.

Replacement Plan: Imagine Charter School has both a full day Kindergarten program and a half day kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.

1. Physical well-being and motor development:

- Full day students participate every 4 days in a structured physical education class meeting or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year. In addition both full day and half day students participate in 1 (half day) or 2 (Full day) recesses daily, MeMoves, and GoNoodle activities that further encourage gross motor development.

- Full day students participate every 4 days in Art education outside of the classroom and full day and half day students participate daily in art education meeting or exceeding state standards. Development of fine motor skills is achieved through of drawing, painting and make objects. Students are assessed on fine motor skills acquired throughout the year.

- Full day students participate every 4 days in music education outside of the classroom and full day and half day students participate in music education daily in the classroom meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year

- Full day students participate every 4 days in tech classes learning keyboarding and how to manipulate the various functions of the computer. Both full day and half day students participate in computer skills education in the classroom each quarter. Students are assessed throughout the year.

- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development (based on State Standards)

- Students are instructed in the Core Virtues and Boys Town Social Skills models. This includes classroom, assembly, recess and hallway expectations as well as manners and conflict resolution protocols. Students are recognized for demonstrating positive and appropriate behavior.

- Various classroom positive behavior techniques are implemented. These include positive affirmations, positive behavior referrals, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior.

- Students are instructed in Core Virtues every day in the classroom with a new virtue highlighted each month and children receiving awards for demonstrating the virtue. This program helps students develop social-emotional skills such as making friends, managing emotions and solving problems to set them on the path for social success and academic readiness as well as learn how to be part of a community.

- 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)

- Students receive instruction 90 minutes each day using RIGGS and the Innovative Kids reading program. This program works on reading, writing, listening and speaking and builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding to build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered monthly to monitor growth.

- PALS assessment is administered three times per year. Any student who does not make benchmark is progress monitored every two or three weeks to note progress. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction. Additionally the STAR assessment is administered 4 times per year giving specific areas of strength and areas to work on for each child.

4. Cognition and general knowledge (based on State Standards)

- Students receive 60 minutes of math instruction using Math in Focus. This curriculum is based on the common core/state standards for math. Assessment is given monthly to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.

- Science – Students are instructed on various topics including: Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest); Introduction to Magnetism; Seasons and Weather; and Taking care of the Earth. Assessment is given regularly to monitor progress.

- History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globe 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 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.

- Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas receive Response to Intervention strategies in small groups or 1:1 instruction. Rtl plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. This information is housed in Alpine Achievement, which is an internet based achievement data management system. The 'warehouse' function of this program brings together achievement data from many sources, generates student and summary reports and allows for distribution to appropriate Rtl personnel. If students do not respond with adequate growth following this intervention 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 Alpine.

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 Statue 22-7-1014(2)(a).

Duration of the Waiver: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: Imagine Charter School anticipates that the requested waiver will have no financial impact upon St. Vrain Valley School District or Imagine Charter School at Firestone.

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 Imagine Charter School at Firestone's curriculum and the overall program design.

Expected Outcomes: Imagine Charter School 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.

MEMORANDUM

DATE: February 8, 2017

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Twin Peaks Charter Academy Contract Waivers

RECOMMENDATION

That the Board approve the updated Exhibit A from Twin Peaks Charter Academy and incorporate it as an addendum to the three-year charter school contract approved in June 2016.

BACKGROUND

The Colorado Department of Education has requested that four of our charter schools revise Exhibit A of their three-year contracts approved by the Board of Education in June 2016 to include a Rationale and Replacement Plan (RRP) for their non-automatic state waivers. We have asked these charters to submit each revised Exhibit A to the Colorado Department of Education to ensure compliance and then have the revised Exhibit approved by their school's governing Board.

The administration is now requesting that the Board of Education approve this revised Exhibit A for Twin Peaks Charter Academy, and accept it as an addendum to the charter contract approved in June 2016.

Twin Peaks Charter Academy Rationale and Replacement Plan

22-9-106

Local Boards of Education - duties Section from Certificated Personnel Evaluations

Rationale: Waiver is requested because TPCA will employ a compensation program and evaluation system of its own design, different in many respects from the District's system of evaluation. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCOA that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA will conduct formal annual teacher evaluations, with the Executive Director, Board and certain parents assuming specific responsibilities in the evaluation process. The evaluations will vary in important elements from those used by the District, and will antecede contract renewal discussions and/or the awarding of performance based bonuses.

Expected Outcome: An evaluation form and process is in place.

22-32-109(1)(f)

Employing Personnel and Fixing Compensation

Rationale: Waiver is requested because TPCA will hire its own personnel and establish its own salary schedule. TPCA will comply with all statutory requirements concerning equal employment opportunities and hiring practices, as well as laws regarding background checks of applicants. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be eligible for automatic waiver status per 2217-R-3.06(b).

Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GDA, T-GCB, T-GCBA, T-GCBB, T-GCBC, T-GDBA, T-GCE, T-GCF, T-GCD that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested

waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: With the assistance of its Administrator, TPCA shall hire and compensate personnel using 'at-will' employment contracts.

Expected Outcome: TPCA has successfully hired personnel for all positions. The only exception is the position of special education teacher, whose hiring is mutually agreed upon with the district as stipulated in the Contract. Copies of employment contracts for teachers and administrators, as well as the current salary schedule, are available in policy on our website. Policies regarding hiring practices by the Academy are: T-GDA, T-GCB, T-GCBA, T-GCBB, T-GCBC, T-GDBA, T-GCE, T-GCF, T-GCD

22-32-110(1)(h) Discharge of Personnel

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GCBA and T-GDA that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney retained by TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-32-126 Principals, Employment and Authority

Rationale: Waiver is requested because TPCA has employed its own Executive Director and has determined the qualifications and duties of the position, consistent with criteria specified in the Contract and policies. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GCA, T-GCABT that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The Board of Directors will be responsible for hiring the Executive Directors and delineating duties and communicating them through the job description.

Expected Outcome: TPCA has selected and hired its Executive Director. The Academy's Contract with the District describes in detail the criteria which will be employed in selecting an Executive Director. A copy of the Executive Director's Contract and Job Description is attached. Reference policies T-GCA, T-GCAB

22-63-201

Employment-License Required- Exception

Rationale: Waiver is requested because TPCA may wish, in certain limited circumstances, to employ qualified, non licensed personnel. However, it is the express intention of the TPCA Board to consider licensed applicants first. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCFC that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: Implemented policy T-GCFC that regulates the hiring of non-licensed personnel. This policy has enabled TPCA to employ individuals, which complement and enhance the education of TPCA students.

22-63-202

Employment Contracts

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T- GCBA-E, T-GCBB-E-1, T-GCBB-E-2 that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract. (T- GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-203

Renewal of Contract

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T- GCBA-E, T-GCBB-E-1, T-GCBB-E-2T that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts. Renewal and non-renewal of contracts is at the sole discretion of the TPCA Board of Directors.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract. (T- GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-206

Transfer of Teachers and Salary Adjustments

Rationale: Waiver is requested because TPCA reserves the right to transfer teachers to different assignments within the Academy, as the Academy Board deems appropriate. Adjustments to salaries, when deemed appropriate by the Executive Director and the Board of Directors, will occur and are further subject to constraints imposed by year to year contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The

TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCA that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board and the District agree that the District will not transfer teachers or other staff to or from the Academy. Similarly, the Contract with the District acknowledges that the ability to transfer teachers to different assignments within the Academy is a right reserved to the TPCA Board and/or the Academy Executive Director. Salaries are defined in a salary schedule adopted by the Academy Board, and can only be modified by Board action.

Expected Outcome: Any changes in teacher assignment whether transfers or additional job requirements have been approved by the TPCA Board and salary adjustments have been made as necessary.

22-63-301

Grounds for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. All employees serve under "at will" employee contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2 that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E,

22-63-302

Procedures for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2 that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-401

Employment-Certificate Required

Rationale: Waiver is requested because TPCA will, in consultation with its Executive Director, make its own employment decisions, including, in certain limited circumstances, the employment of qualified, non certificated personnel. However, it is the express intention of the TPCA Board to consider certificated applicants first. TPCA will further decide such issues as the dismissal of its teachers. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCBB-E that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested

waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board, in consultation with the Academy Executive Director, and as defined in its Contract with the District, will make all relevant decisions with respect to hiring, retention and dismissal of teachers.

Expected Outcome: In each of the first three years there has never been more than 10% of the teaching staff that is non-certified. All of these teachers had degrees and years of teaching experience. Some were in the process of becoming certificated

22-63-402

Service – Disbursements

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation of teachers, whether certified or not, for services rendered pursuant to their contract agreement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCB that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Every teacher employed by TPCA will be compensated per the contract agreement.

22-63-403

Payment of Salaries

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation for teachers when their employment contract is terminated by either party. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCB that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: When a teacher's employment contract is terminated by either party, the teacher will be entitled to their pro rata share of the salary pursuant to said contract for the period during which services were performed.

22-1-110

Controlled Substance Use Curriculum

Rationale: Waiver is requested because TPCA will include in its curriculum TPCA Board approved instruction regarding substance abuse. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-IJ that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Community will choose its own curriculum and appropriate grade level of instruction.

22-7-207

School Building Advisory Committees

Statute Wording: In addition to any other duties and powers provided for by law, the school advisory council for each school building in the state shall make recommendations to the chief executive officer of the school relative to the prioritization of expenditures of school district moneys by such school. In addition, a copy of such recommendations shall be sent to the accountability committee of the school district and to the board of education of such school district. The chief executive officer shall consider such recommendations made by the school advisory council in formulating budget requests to be presented to the board of education.

Rationale: Waiver is requested because TPCA will budget its own Capital Reserve. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed TPCA Bylaws that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Board of Directors will plan for both long and short term needs.

22-24-105

English Language

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) will consider each student whose dominant language is not English on an individual basis. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-IHBEA that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: TPCA shall provide suitable instructional programs for all students whose dominant language is not English on a case by case basis. Reference TPCA policy T-IHBEA.

22-32-109(1)(b)

Adopting Policies and Prescribing Rules and Regulations

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) intends to adopt its own policies for the appropriate administration of the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-BGB that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board hires its own qualified Executive Director, employing criteria specified in its Contract with the District. TPCA, in consultation with its Executive Director, shall further determine what policies and regulations are appropriate and necessary for its operation and governance, provided these are consistent with the terms of the Contract and state law, and shall enact and implement the same.

Expected Outcome: The TPCA Board, Committees, and Executive Director have joined together to write replacements for all waived policies. A complete copy of all replacement policies has been provided to SVVSD and is included in the Appendix of this waiver request.

**22-32-109(1)(n)(I) and
22-32-109(1)(n)(II)**

Establishing a School Calendar for the District

Rationale: Waiver is requested because TPCA has determined its own school calendar, using the District's calendar as a model, and conforming to it whenever possible. TPCA will observe all official District holiday and weather related school closings, and adhere to statutory requirements for minimum hours of attendance. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-IC/ICA that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: By establishing a separate school calendar, TPCA anticipates an increase in the number of hours spent in the classroom, as compared to the SVVSD. The Academy will typically observe the same holiday and weather related school closings as the rest of the District. The Academy reserves the right to determine its own in service scheduling, which will vary from the District's schedule. TPCA Board will approve the school calendar each school year.

Expected Outcome: A school calendar has been established each year and an increase in classroom hours has been achieved. The policy regarding TPCA school calendar is T-IC/ICA which can be found on our website.

22-32-109(1)(t)

Determination of Educational Program

Rationale: Waiver is requested because TPCA will establish its own curriculum and educational program which will, as the Colorado Charter School Act mandates, meet or exceed the content standards of the District. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T-IE, T-IFC, T-IGA, T-IGA-R, T-IGD, T-IGF, T-IHA, T-IHAM, T-IHAMB, T-IHAMC, T-IHBC, T-IHCA, T-IHCA-R, T-IIB, T-IIB-R, T-IJ, T-IJJ, T-IJJ-R, T-IJK-R, T-IJL-R, T-IJNA, T-IJOC, T-IJOE, T-IKA, T-IKA-R, T-IKAB, T-IKE, T-IKE-R, T-IKACA, T-IL, T-ILB, T-IMB that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has selected the Core Knowledge curriculum developed by E.D. Hirsch, as well as skills program and appropriate supplemental materials. The Curriculum Committee, a standing committee of the TPCA Board, is charged with selecting, reviewing, monitoring, and recommending any curriculum changes to the Academy Board.

Expected Outcome: The Curriculum Committee and Academy Board have continued evaluation of the curriculum, additions and changes have been recommended and approved, as appropriate. Policies regarding curriculum issues are: T-IE, T-IFC, T-IGA, T-IGA-R, T-IGD, T-IGF, T-IHA, T-IHAM, T-IHAMB, T-IHAMC, T-IHBC, T-IHCA, T-IHCA- R, T-IIB, T-IIB-R, T-IJ, T-IJJ, T-IJJ-R, T-IJK-R, T-IJL-R, T-IJNA, T-IJOC, T-IJOE, T-IKA, T-IKA-R, T-IKAB, T-IKE, T-IKE-R, T-IKACA, T-IL, T-ILB, T-IMB, which can be found on our website.

22-32-109(1)(w)

Policies and Regulations Regarding Student Conduct, Welfare, Etc.

Rationale: Waiver is requested because TPCA has established its own policies regarding student conduct, welfare, discipline and study, referring to the District's policies as guidelines. In its Contract with the District, TPCA was granted the authority to establish such policies, as well as the ability to suspend and dismiss students from the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policies T- JK, T-JK-R, T-JKD/JKE, T-JKD/JKE-E, and T-JKD/JKE-R that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has established its own discipline policies and procedures. The Board believes it has the responsibility to ensure that discipline is maintained and that distractions to the learning process are kept to a minimum. The student code of conduct designed to promote the Academy's educational goal has been implemented in the third year. Reference TPCA policies T- JK, T-JK-R, T-JKD/JKE, T-JKD/JKE-E, and T-JKD/JKE-R.

Expected Outcome: As a result of the student code of conduct there is in place a tracking system for all discipline and work habit incidences. Quarterly data will pinpoint areas of concern regarding

specific discipline problems.

22-32-110(1)(k)

Policies and Regulations Regarding Employee Training

Rationale: Waiver is requested because TPCA will establish its own policies regarding employee welfare, in-service training, professional growth, official conduct, etc. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-GCCAE that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: All teachers are expected to attend and participate in school provided staff development, encouraged to seek other professional growth opportunities that interest them and share this with others.

Expected Outcome: The TPCA budget has provided money for Staff Development. Teachers have been to many varied conferences in the first three years such as National Core Knowledge Conference (all three years), computer classes, St. Vrain Music Teachers, Social Studies Conference, English Conference, National Parapro Conference, CPR, First Aid, as well as on-site Core Knowledge training.

22-32-110(1)(bb)

Reporting the Defectiveness of a Student

Rationale: Waiver is requested because TPCA will establish its own policies regarding the reporting of mental, moral and physical defectiveness of any child at TPCA. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed student referral processes that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: A teacher will report any mental, moral and physical defectiveness to the TPCA Executive Director who will then make the proper contact with parents/guardians and provide any

necessary referrals. The Executive Director will notify the TPCA Board of any such circumstances.

22-32-116.5

Extracurricular and Interscholastic Activities

Rationale: Waiver is requested because TPCA cannot allow other public school or home schooled students to attend TPCA for extracurricular or interscholastic activities unless district funding is provided. (see contract for wording). The district will not make any student placements unless the TPCA Board has voted to allow placement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Committee assessed and proposed policy T-JJ-1,2 T-JJ-A and T-JJ-E1 that supports our mission, legacy and guiding principles and founding philosophies.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Because of funding limits and class size specification it is difficult to enroll students on a part-time basis.

Exhibit A: Amended on 1/19/17

MEMORANDUM

DATE: February 8, 2017
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: First Reading, Discussion, Board Policy IKF – Graduation Requirements

RECOMMENDATION

For the Board of Education to discuss the minor revision of Board Policy IKF – Graduation Requirements.

BACKGROUND

The change in verbiage to this Policy adds the option of taking one of two Business courses to meet the Personal Financial Literacy credit requirement. The two Business courses are Personal Finance (CTE 9052) and Wealth Management (CTE 9107).

Administration recommends this minor revision to Board Policy IKF. Tori Teague, Assistant Superintendent of Assessment, Curriculum, and Instruction will be present to discuss and answer questions.

Graduation Requirements

Existing Graduation Requirements For Students Entering:

9th, 10th, 11th, 12th Grades in 2016
 10th, 11th, 12th Grades in 2017
 11th and 12th Grades in 2018
 12th Grade in 2019

Please see Page 3 for revised Graduation Requirements for students that will be in 9th grade beginning in 2017-2018

A total of 24.5 credits shall be earned in grades 9 through 12 including completion of subject area requirements for graduation from a district high school. Students must be enrolled full-time each of their years in high school (full-time enrollment is defined by the Colorado Department of Education).

Sixteen quarters of attendance beyond the 8th grade also shall be required unless the student qualifies for early graduation.

Course credit shall be granted on the following basis:

- | | | |
|----|---|-----------------|
| 1. | Satisfactory completion of nine-week courses in schools using a quarter system: | .25 credit hour |
| 2. | Satisfactory completion of 18-week courses: | .5 credit hour |
| 3. | Satisfactory completion of 36-week courses: | 1 credit hour |

Schools may designate specialized courses such as driver's education and student aide to carry .25 credit.

Courses are listed below in the sequence and at the grade level they should be offered. Changes in sequence, grade level, or determination of a defined or acceptable equivalent must be approved by the Assistant Superintendent of Assessment, Curriculum and Instruction.

Of the 24.5 required credits, 8 shall be elective and 16.5 shall be distributed as follows:

Subject	Credits	Grade	Distribution
English	4	9	9 th Grade English
		10	10 th Grade English
		11	11 th Grade English (to include American Literature)
		12	Elective English course(s)
Social Studies	3	9 or 10	World Studies (History and Geography)
		10 or 11	United States History
		11 or 12	United States and Colorado Government
Mathematics	3	9	Appropriate Entry-Level Course
		10	Appropriate Course
		11	Appropriate Course

(Pre-Algebra carries elective credit only and may not be used to fulfill mathematic graduation requirements except when a student is placed in specialized programming.)

Subject	Credits	Grade	Distribution
Science	3	9-12	Appropriate Lab-based Course
Physical Education	2	9-12	
Practical Arts	.5	9-12	
Fine Arts	.5	9-12	
Health	.5	9	Teen Challenges/Healthy Choices
General Electives	8	9-12	

No course credit shall be granted for less than a "D-" grade in a course.

A student shall not be scheduled for graduation at the end of any regular school year in which he or she needs more credits than normally may be earned in one year (seven to eight depending on the type of schedule).

Students transferring into the district in 12th grade may have credits earned in the district certified to the school of prior attendance for graduation in order to graduate from the previous school district attended.

A student shall not be scheduled for graduation at the end of any semester in which he or she needs more credits than normally may be earned in a semester (three and one-half to four depending on the type of schedule).

Individual cases of hardship in meeting graduation requirements may be considered on merit by the building principal and the Area Assistant Superintendent.

Special education program requirements for graduation shall be determined by the building staffing team.

Credit from other institutions and home-based programs

All students who enroll from outside the district must meet the district graduation requirements in order to graduate from the St. Vrain Valley School District. Both the principal and the Assistant Superintendent of Assessment, Curriculum and Instruction shall determine whether credit toward graduation requirements shall be granted for courses taken outside the district. Students who are currently enrolled in the district and wish to obtain credit from outside institutions, or through online programs, must have prior approval from the principal.

Credit for satisfactory completion of home study or non-accredited private school hours may be accepted in accordance with Board policy in meeting these graduation requirements.

Accredited, out-of-district, online courses **beyond** two credit hours must have prior approval of the Assistant Superintendent of Assessment, Curriculum and Instruction.

Students transferring into the District in 12th grade may have credits earned in the District certified to the school of prior attendance for graduation in order to graduate from the previous school/district attended.

The district may accept the transcripts from a home-based educational program. In order to determine whether the courses and grades earned are consistent with district requirements and district academic standards, the district shall require submission of the student's work or other proof of academic performance for each course for which credit toward graduation is sought. In addition, the district may administer testing to the student to verify the accuracy of the student's transcripts. The district may reject any transcripts that cannot be verified through such testing.

Definitions:

Graduation – when a student has met requirements and discontinued school attendance. Note: Following graduation, a student is no longer eligible to enroll in district courses including postsecondary option courses.

In order to graduate, a student will have:

1. Met or exceeded minimum Board requirements,
2. Completed the senior year (earlier departure is possible by obtaining permission for early graduation), and
3. Received a final transcript with a graduation date indicated.

Graduation exercises (commencement) – the ceremony celebrating graduation, held annually in the spring. Attendance at commencement is not required for a student to graduate and receive a diploma.

Transcript – the only official document which is maintained by the school district after graduation; therefore, the only official documentation of graduation.

Diploma – an unofficial certificate issued at commencement signifying graduation.

Graduation Requirements

Revised Graduation Requirements For Students Entering:

9th Grade in 2017
9th, 10th Grades in 2018
9th, 10th, 11th Grades in 2019
9th, 10th, 11th, 12th Grades in 2020

Graduates must be prepared for professional careers and vocations now and in the future that require a highly-trained workforce. Towards this end, competitive graduates are active participants in high quality, educational experiences that provide rigorous and engaging courses and activities for successful postsecondary preparation. In addition to mastery of robust academic skills, students should also be well-rounded citizens who embody teamwork, leadership and character.

The following graduation requirements represent a college and career preparatory road map to assist all graduates and their families' plan for postsecondary success in a highly competitive, global market.

Beginning with the graduating class of 2020-2021, students shall complete the following graduation requirements (these requirements will be phased in beginning with the 9th grade class of 2017-2018):

COMPONENTS OF GRADUATION REQUIREMENTS

All of the following three (3) requirements must be met in order to graduate:

1. **COURSEWORK** – Graduates will complete a total of 24.5 credits in grades 9-12 to graduate.
2. **COLLEGE AND CAREER READINESS** – Graduates will demonstrate college and/or career readiness in both English and Math as outlined in the Demonstration of College and Career Readiness Menu (detailed in the SUCCESSFUL DEMONSTRATION OF COLLEGE AND CAREER READINESS section of this policy).
3. **INDIVIDUAL CAREER AND ACADEMIC PLAN** – Graduates will develop and complete an Individual Career and Academic Plan (ICAP).

In addition, the Board of Education will ensure integration of and/or alignment with the following:

- Postsecondary Workforce Readiness
- Career and Technical Education (CTE) Standards
- English Language Proficiency Standards

SUCCESSFUL COMPLETION OF COURSEWORK

A total of 24.5 credits shall be earned in grades 9 through 12 including completion of subject area requirements for graduation from a district high school. Students must be enrolled full-time each of their years in high school. (Full-time enrollment is defined by the Colorado Department of Education.) Sixteen quarters of attendance beyond the 8th grade also shall be required unless the student qualifies for early graduation.

Course credit shall be granted on the following basis:

1. Satisfactory completion of nine-week quarter courses: .25 credit
2. Satisfactory completion of 18-week semester courses: .5 credit
3. Satisfactory completion of 36-week year-long courses: 1 credit

Schools may designate specialized courses such as driver's education and student aide to carry .25 credit.

Courses are listed below in the sequence and at the grade level they should be offered. Changes in sequence, grade level, or determination of a defined or acceptable equivalent must be approved by the Assistant Superintendent of Assessment, Curriculum and Instruction.

Of the 24.5 required credits, 7.5 shall be elective and 17 shall be distributed as follows:

Subject	Credits	Grade	Distribution
<i>English</i>	4	9 10 11 12	9 th Grade English 10 th Grade English 11 th Grade English (to include American Literature) Elective English Course(s)
<i>Social Studies</i>	3 .5	9 or 10 10 or 11 11 or 12 9, 10 or 11	World Studies (History and Geography) United States History United States and Colorado Government <u>Personal Financial Literacy*</u>
<i>Mathematics</i>	3	9 10 11	Appropriate Entry-Level Course (Algebra I or higher) Appropriate Course Appropriate Course (Pre-Algebra carries elective credit only and may not be used to fulfill mathematic graduation requirements except when a student is placed in specialized programming.)
<i>Science</i>	3	9-12	Appropriate Lab-based Course
<i>Physical Education</i>	2	9-12	
<i>Practical Arts</i>	.5	9-12	
<i>Fine Arts</i>	.5	9-12	
<i>Health</i>	.5	9	Teen Challenges/Healthy Choices
<i>General Electives</i>	7.5	9-12	

*The Personal Financial Literacy requirement may also be met by taking one of the following two Business courses: Personal Finance (CTE 9052) or Wealth Management (CTE 9107).

Students are encouraged to consider the following areas when selecting electives: world languages, performing arts (i.e. music, dance, etc.), visual arts, practical arts, and career and technical education. All of these important areas strengthen students' learning in other subjects and support their ability to succeed in the 21st century.

No course credit shall be granted for less than a "D-" grade in a course.

Individual cases of hardship in meeting graduation requirements may be considered on merit by the building principal and the Area Assistant Superintendent.

For students who are receiving special education support and services, the IEP team will develop the IEP Transition Plan by age 15 that emphasizes postsecondary education, career training, employment and/or independent living skills. Students' IEPs will have a course of study that will provide for the attainment of the required credits for graduation and postsecondary goals.

Credit from other institutions and home-based programs

All students who enroll from outside the district must meet the district graduation requirements in order to graduate from the St. Vrain Valley School District. Both the principal and the Assistant Superintendent of Assessment, Curriculum and Instruction shall determine whether credit toward graduation requirements shall be granted for courses taken outside the district. Students who are currently enrolled in the district and wish to obtain credit from outside institutions, or through online programs, must have prior approval from the principal.

Credit for satisfactory completion of home study or non-accredited private school hours may be accepted in accordance with Board policy in meeting these graduation requirements.

Accredited, out-of-district, online courses **beyond** two credit hours must have prior approval of the Assistant Superintendent of Assessment, Curriculum and Instruction.

Students transferring into the District in 12th grade may have credits earned in the District certified to the school of prior attendance for graduation in order to graduate from the previous school/district attended.

The district may accept the transcripts from a home-based educational program. In order to determine whether the courses and grades earned are consistent with district requirements and district academic standards, the district shall require submission of the student's work or other proof of academic performance for each course for which credit toward graduation is sought. In addition, the district may administer testing to the student to verify the accuracy of the student's transcripts. The district may reject any transcripts that cannot be verified through such testing.

SUCCESSFUL DEMONSTRATION OF COLLEGE AND CAREER READINESS

Students must demonstrate college and/or career readiness in English and Math based upon at least one measure listed in the St. Vrain Valley Schools' Menu of College and Career-Ready Demonstrations:

<i>Assessment</i>	<i>English Minimum Score</i>	<i>Math Minimum Score</i>
<i>ACCUPLACER</i>	<i>62 on Reading Comprehension</i>	<i>61 on Elementary Algebra</i>

Assessment	English Minimum Score	Math Minimum Score
ACT	<i>18 on ACT English</i>	<i>19 on ACT Math</i>
ACT Compass	<i>79</i>	<i>63</i>
ACT WorkKeys	<i>Bronze or Higher</i>	<i>Bronze or Higher</i>
Advanced Placement	<i>2</i>	<i>2</i>
ASVAB	<i>31</i>	<i>31</i>
Concurrent Enrollment	<i>Passing grade per district and higher education policy</i>	<i>Passing grade per district and higher education policy</i>
District Capstone	<i>Individualized</i>	<i>Individualized</i>
Industry Certificate	<i>Individualized</i>	<i>Individualized</i>
International Baccalaureate	<i>4</i>	<i>4</i>
SAT	<i>430</i>	<i>460</i>

SUCCESSFUL COMPLETION OF AN INDIVIDUAL CAREER AND ACADEMIC PLAN (ICAP)

An Individual Career and Academic Plan (ICAP) is a multi-year plan that intentionally guides students and families in the exploration of career, academic and postsecondary pathways.

Beginning at the elementary and middle school levels, students will explore and participate in the ICAP process in preparation for high school.

In ninth grade, students will develop and maintain an ICAP throughout high school. Student ICAPs will assist the student and student's parent/guardian with meaningful planning for career and postsecondary success.

The following quality indicators will assist students in exploring successful completion of their ICAP: Self-Awareness, Career Awareness, Postsecondary Aspirations and Options, Environmental Expectations, Academic Planning, Employability Skills and Financial Literacy.

For students who are receiving special education support and services, collaboration will occur between the IEP team and the school to determine if a student will have an ICAP

and an IEP Transition Plan or only an IEP Transition Plan to meet graduation requirements.

Definitions:

Graduation – when a student has met requirements and discontinued school attendance.

Note: Following graduation, a student is no longer eligible to enroll in district courses including postsecondary option courses.

In order to graduate, a student will have:

1. Met or exceeded minimum Board requirements,
2. Completed the senior year (earlier departure is possible by obtaining permission for early graduation), and
3. Received a final transcript with a graduation date indicated.

Graduation exercises (commencement) – the ceremony celebrating graduation, held annually in the spring. Attendance at commencement is not required for a student to graduate and receive a diploma.

Transcript – the only official document which is maintained by the school district after graduation; therefore, the only official documentation of graduation.

Diploma – an unofficial certificate issued at commencement signifying graduation.

Postsecondary Workforce Readiness – the knowledge, skills and behaviors essential for high school graduates to be prepared to enter college and the workforce and to compete in the global economy.

- Content Knowledge – Social Studies and Social Sciences, Arts and Humanities, Mathematical Sciences, Science, Literacy
- Learning and Behavior Skills – Find and Use Information and IT, Creativity and Innovation, Collaboration, Work Ethic, Critical Thinking and Problem Solving, Civic Responsibility, Communication, Personal Responsibility, and Global and Cultural Awareness

Adopted: February 28, 1968

Revised: April 10, 1985

Revised: September 9, 1992

Revised: February 9, 1994

Revised: January 24, 2001

Revised: May 22, 2002

Revised: June 9, 2004

Revised: September 14, 2005

Revised: May 23, 2007

Revised: March 12, 2008

Revised: April 9, 2014

Revised: October 28, 2015

Revised: January 27, 2016

Revised: March 9, 2016

LEGAL REFS.: C.R.S. 22-1-104 (teaching history, culture and civil government)
C.R.S. 22-32-132 (discretion to award diploma to honorably discharged veterans)
C.R.S. 22-32-109 (1)(kk) (board to establish graduation requirements that “meet or exceed” state graduation guidelines)
C.R.S. 22-32-132 (discretion to award diploma to honorably discharged veterans)
C.R.S. 22-33-104.5 (home-based education law)
C.R.S. 22-35-101 *et seq.* (Concurrent Enrollment Programs Act)

CROSS REFS.: AE, Accountability/Commitment to Accomplishment
IHBG, Home Schooling
IHBK*, Preparation for Postsecondary and Workforce Success
IHCDA, Concurrent Enrollment
IK, Academic Achievement
IKA, Grading/Assessment Systems

St. Vrain Valley School District RE-1J, Longmont, Colorado