



ATTACHMENT 4: Charter School Waiver Request Addendum

This addendum lists the non-automatic waivers from statute and rule and the related replacement plans that the charter school is requesting.

Contact Information
School Name: American Academy
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Charter School Waiver Contact's Phone Number: 720-292-5200
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Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-2-112(1)(q) <u>Commissioner – duties</u> Using teacher evaluations to determine effectiveness of educator preparation programs</p>
<p>Rationale: American Academy uses its own evaluation system for all personnel. The American Academy evaluation process and resulting ratings/outcomes do not align with school district or state systems. American Academy uses its evaluation to inform professional development decisions, for each individual, that are aligned with American Academy's mission, goals and objectives. Evaluation data does not attempt to rate the effectiveness of a teacher's preparatory studies while enrolled in higher education courses. Further, as agreed to in this contract, American Academy does not exclusively hire teachers who possess a teaching degree or certification. As such, American Academy should not be required to report its teacher evaluation ratings as part of the commissioner's report.</p>
<p>Replacement Plan: American Academy's Executive Director of Schools and/or his/her designee(s) will conduct performance evaluations following the process established by the American Academy Board of Directors and the Executive Director of Schools. The criteria and process used for American Academy's evaluation system are aligned with American Academy's goals and objectives and evaluations for teachers, specifically, are utilized with the goal of improving student achievement and academic growth.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>

How the Impact of the Waiver will be Evaluated:

Staff performance has a critical impact on the performance of the entire school and the impact of this waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, American Academy will be able to implement its program and evaluate its staff in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with American Academy's mission, goals and objectives. This will benefit staff members as well as students and American Academy's community.

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

Statutory Citation and Title

C.R.S. §22-7-1014(2)(a)

Preschool individualized readiness plans - school readiness -- assessments
Kindergarten program and school readiness

Rationale:

American Academy should have sole authority to implement relevant curriculum and assessments that ensure kindergarten 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 continuously through the use of existing curriculum and assessments. Support is readily available through numerous avenues throughout the program.

Replacement Plan:

American Academy offers full- and half-day programs for its kindergarten students. Every program's curriculum offers: Saxon Math, oral & written literacy, manners & character. Additionally, full-day programs include instruction in history, science, art, music, physical education and technology. The curriculum maps ensure all American Academy kindergarten programs meet or exceed state standards. Curriculum is delivered via direct instruction, hands-on discovery and creative play. Using clear and relevant methods and assessments, students are monitored continuously through their enrollment in the American Academy kindergarten program to determine their progression toward demonstrating school readiness.

Duration of Waiver:

American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.

Financial Impact:

American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.

How the Impact of the Waiver will be Evaluated:

The impact of this waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, American Academy will be able to provide appropriate assessments and support that ensure kindergarten students demonstrate success and readiness for higher levels of learning in all academic content areas.

Non Automatic Waiver: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title

C.R.S. §22-9-106

Local boards of education - duties - performance evaluation system - compliance - rules

Rationale:

American Academy's administration should continue to have the ability to perform the evaluation of all personnel. Should the evaluator not have a Type D certificate, this should not preclude him or her from administering evaluations.

Replacement Plan:

The American Academy Executive Director of Schools and/or his/her designee(s) will conduct performance evaluations following the process established by the American Academy Board of Directors and the Executive Director of Schools. The American Academy Board of Directors, exclusively, will conduct performance evaluations related to the position of Executive Director of Schools.

Duration of Waiver:

American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.

Financial Impact:

American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.

How the Impact of the Waiver will be Evaluated:

Staff performance has a critical impact on the performance of the entire school and the impact of this waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, American Academy will be able to implement its program and evaluate its staff in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with American Academy's mission, goals and objectives. This will benefit staff members as well as students and American Academy's community.

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

Statutory Citation and Title

C.R.S. §22-32-109(1)(n)(II)(B)

Board of education - specific duties

Adoption of district calendar

Rationale:

American Academy's calendar should continue to align with American Academy's goals and objectives regarding student achievement and staff development, while meeting or exceeding the State's minimum number of teacher-pupil instruction and teacher-pupil contact hours and/or days. American Academy's calendar differs from Douglas County RE-1's school calendars.

Replacement Plan:

The American Academy Board of Directors and the Executive Director of Schools will develop and adopt a school calendar and daily schedule that aligns with its goals and objectives and will meet or exceed minimum state expectations. Prior to the conclusion of a school year, a copy of the next school year calendar will be provided to the parents or guardians of all children enrolled in American

<p>Academy and will include dates for staff development programs scheduled during the school year. Any change in the calendar, excluding changes resulting from emergency closings or other unforeseen circumstances, will be provided to parents with adequate and timely notice from American Academy.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to implement a calendar and daily schedule that allows it to achieve its objectives in student achievement and student/staff growth.</p>

Non Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-32-109(1)(j) <u>Board of education - specific duties</u> <u>Identifying principals that require further training</u></p>
<p>Rationale: American Academy is responsible for its own personnel matters including employing individuals under its own terms and conditions, policies and procedures and development/training of staff.</p>
<p>Replacement Plan: American Academy is responsible for all employment and hiring matters, rather than Douglas County RE-1. American Academy's administration structures professional development that aligns with American Academy's staffing needs.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to identify training needs for all staff, including principals.</p>

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-63-201 <u>Employment - license required – exception</u></p>

<p>Rationale: American Academy should be granted the continued authority to hire teaching staff who support American Academy's goals and objectives. American Academy will seek to attract teachers from a wide variety of backgrounds, including, but not limited to, teachers with teaching degrees, teachers with current licenses, 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.</p>
<p>Replacement Plan: Where possible, American Academy will hire certified teachers. However, in some instances it may be advantageous or necessary for American Academy to hire teachers who do not possess a certificate but do possess unique backgrounds and/or skills that meet the needs of American Academy to fulfill its mission, objectives and goals. All employees of American Academy will be employed on an at-will basis.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to employ professional staff possessing unique skills and/or background filling all staff needs.</p>

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-63-202 <u>Employment contracts - contracts to be in writing - duration - damage provision - repeal</u></p>
<p>Rationale: American Academy should be granted the continued authority to hire staff in accordance with its employment processes, policies and expectations, using its own employment contracts with terms and conditions of employment that meet American Academy's staffing needs.</p>
<p>Replacement Plan: Where possible, American Academy will enter into written employment agreements with employees. The basis for all employment agreements, written or otherwise, will be at-will. Agreements will outline the terms and conditions of employment including, but not limited to, the duration services are needed, rate of compensation and expectations of performance.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated:</p>

<p>This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to hire employees on an at-will basis and to determine if individuals are eligible for retention or re-hire in future years.</p>

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-63-203 <u>Probationary teachers - renewal and nonrenewal of employment contract</u></p>
<p>C.R.S. §22-63-203.5 <u>Nonprobationary portability</u></p>
<p>Rationale: American Academy should be granted the continued authority to use its own employment contracts and terms and conditions of employment and to operate on an at-will employment basis. American Academy should be granted the continued authority to evaluate its employees using American Academy's own evaluation criteria and processes each year to determine if contracts will be renewed.</p>
<p>Replacement Plan: American Academy will determine, using the American Academy performance evaluation system and an at-will basis of employment, whether adequate progress towards the goals and objectives of an individual's position has been met and whether an employment contract will be renewed.</p>
<p>Duration of Waiver: American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.</p>
<p>Financial Impact: American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.</p>
<p>How the Impact of the Waiver will be Evaluated: This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, American Academy will be able to determine if individuals will be offered continued employment at American Academy and/or if they are eligible for re-hire in future years.</p>

Non-Automatic Waiver: Statute Description and Rationale and Replacement Plan
<p>Statutory Citation and Title C.R.S. §22-63-206 <u>Transfer - compensation</u></p>
<p>Rationale: American Academy teachers are employed by American Academy, not Douglas County RE-1. As such, transferring employees between American Academy and a Douglas County RE-1 district school is not an option, nor is it feasible, as they are two separate and unique employers.</p>
<p>Replacement Plan:</p>

American Academy hires teachers that are uniquely qualified to further the goals and objectives of American Academy. American Academy will consider applicants from Douglas County RE-1 in the same manner it considers all applicants.

Duration of Waiver:

American Academy requests the waiver be in effect for the duration of its contract with Douglas County RE-1. Therefore, the waiver is requested through June 30, 2023.

Financial Impact:

American Academy anticipates that the requested waiver will have no financial impact upon the Douglas County RE-1 or the American Academy budget.

How the Impact of the Waiver will be Evaluated:

This waiver will be measured by the same performance criteria and assessments that apply to American Academy, as set forth in this Charter School Agreement.

Expected Outcome:

As a result of this waiver, American Academy will be able to have complete and autonomous control in regards to the individuals it elects to employ.