

MEMORANDUM

DATE: February 8, 2017
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Aspen Ridge Preparatory School Contract Waivers

RECOMMENDATION

That the BOE 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.

A handwritten signature in black ink, appearing to read "Glenn Massarotti", is written over a horizontal line.

Mr. Glenn Massarotti
President, Aspen Ridge Board of Directors

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
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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: 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. § 22-63-402 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 and C.R.S. § 22-2-112 (1)(g)(l) 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) and C.R.S. § 22-7-1019(4)

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 codes 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) and C.R.S. § 22-7-1019(4)). 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 C.R.S. § 22-7-1019(4)), 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

Aspen Ridge will not participate in state reporting since the school is using a school readiness assessment of the school's choosing. More specifically, the school's school readiness data will not be generated in the same manner as the school readiness data generated by a State Board-approved school readiness assessment. Aspen Ridge will keep trend information on file that can be used to inform a continuous improvement process for the school as it relates to supporting students with school readiness success.

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 school administers a school readiness assessment of all kindergarten students within the first 60 calendar days of the school year. This is accomplished during the first two days of school which are specifically designated for assessments. All students, kindergarten included using TS GOLD and PALS, are assigned a time for assessments that measure physical well-being and motor development, social emotional development, language and comprehension development, Cognition, general knowledge – math, and general knowledge – literacy as detailed below. The data derived from the assessment will be used to create individualized readiness plans for all kindergarten students. However, the results of the school readiness assessments will not be used to deny a student admission or progression to first grade. Aspen Ridge’s identified assessments are State Board-approved READ act assessments.

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.

TS GOLD resources are not only research-based, they’re research-proven—validated and shown to be effective by extensive research conducted by independent researchers. From multi-year efficacy studies to peer-reviewed journal articles and research foundation papers, our vast body of research helps prove that you can trust our products to help you deliver positive outcomes for all children.

Comparing Child Outcomes: Examining the Impact of *The Creative Curriculum*® for *Preschool* ([PDF](#)) Linking Curriculum and Assessment: *The Creative Curriculum*® for *Preschool* and Teaching Strategies *GOLD*® ([PDF](#)) The Effect of Training and Ongoing Coaching on *The Creative Curriculum*® Implementation ([PDF](#))

Over the years, *GOLD*® has been a part of extensive research efforts to measure it’s validity and effectiveness. Research continues on *GOLD*® and its effectiveness and we continue to improve the tool to make it easier for teachers and administrators to use.

- Using Teaching Strategies *GOLD*® to Assess Kindergarten Readiness and Track Growth and Development ([PDF](#))
- Concurrent Validity of Teaching Strategies *GOLD*® ([PDF](#))

- The Teaching Strategies Criteria Report ([PDF](#))
- Teaching Strategies *GOLD*® Scaled Scores Report ([PDF](#))
- Teaching Strategies *GOLD*® Growth Norms Technical Summary ([PDF](#))
- Teaching Strategies *GOLD*® Assessment System Technical Summary 2013 ([PDF](#))
- Evaluation of Two Observational Assessment Systems for Children’s Development and Learning ([PDF](#))
- Using Teacher Ratings to Track the Growth and Development of Young Children Using the Teaching Strategies *GOLD*® Assessment System ([PDF](#))
- Evidence of the Validity of Teaching Strategies *GOLD*® Assessment Tool for English Language Learners and Children with Disabilities ([PDF](#))
- Teaching Strategies *GOLD*®: Measurement Properties and Use ([PDF](#))

PALS

Barton-Arwood, S.M., Wehby, J.M., & Falk, K.B. (2005). Reading instruction for elementary-age students with emotional and behavioral disorders: Academic and behavioral outcomes. *Exceptional Children*, *72*(1), 7-27.

Dion, E., Morgan, P.L., Fuchs, D., & Fuchs, L.S. (in press). Evidence based early literacy programs. *Exceptionality*
A review of evidence-based early literacy programs.

Fuchs, D., & Fuchs, L.S. (1998). Researchers and teachers working together to adapt instruction for diverse learners. *Learning Disabilities Research and Practice*, *13*, 126-137.
Summarizes the research program on reading PALS, along with the research-to-practice model, by which researchers and teachers collaboratively developed and tested PALS.

Fuchs, D., Fuchs, L.S., Al Otaiba, S., Thompson, A., Yen, L., McMaster, K.N., Svenson, E., & Yang, N.J. (2001). K-PALS: Helping kindergartners with reading readiness: Teachers and researchers in partnerships. *Teaching Exceptional Children*, *33* (4), 76-80.
Describes the kindergarten reading PALS methods.

Fuchs, L.S., Fuchs, D., & Karns, K. (2001). Enhancing kindergartener’s mathematical development: Effects of peer-assisted learning strategies. *Elementary School Journal*, *101*, (5), 495-510.
Describes a study examining the effectiveness of PALS with kindergarten children; results provide evidence that PALS helps children get off to a stronger start in math, regardless of whether they began the year low-, average-, and high-performers.

Fuchs, L.S., Fuchs, D., Phillips, N.B., Hamlett, C.L., & Karns, K. (1995). Acquisition and transfer effects of class wide peer-assisted learning strategies in mathematics for students with varying learning histories. *School Psychology Review*, *24*, 604-620.

Reports a study that examined the effects of peer-assisted learning strategies and curriculum-based measurement on the acquisition and transfer learning of three types of students; results indicated (a) superior mathematics growth for students in the PALS/CBM condition and (b) the need for additional research on low-achieving and learning disabled students' transfer from the operations tutoring content to the broader mathematics curriculum.

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

22-63-206, 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)(l) 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