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## Automatic State Waivers

§ 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(l)(h), C.R.S.	Local board powers - Terminate employment of personnel
§ 22-32-110(l)(i), C.R.S.	Local board duties - Reimburse employees for expenses
§ 22-32-110(l)(j), C.R.S.	Local board powers - Procure life, health, or accident insurance
§ 22-32-110(l)(k), C.R.S.	Local board powers - Policies relating the in-service training and official conduct
§ 22-32-110(l)(ee), C.R.S.	Local board powers - Employ teachers' aides and other non-certified personnel
§ 22-32-126, C.R.S.	Employment and authority of principals
§ 22-33-104(4), C.R.S.	Compulsory 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 subjected 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

## Non-Automatic State Waivers

§ 22-2-112(1)(q)(l), C.R.S.	Commissioner Duties - Reporting Performance Evaluation Ratings
§ 22-7-1014(2)(a), C.R.S.	School Readiness - Assessments
§ 22-9-106, C.R.S.	Local Board Duties Concerning Performance Evaluations
§ 22-32-109(1)(b), C.R.S.	Local Board Duties Concerning Competitive Bidding
§ 22-32-109(1)(n)(l), C.R.S.	Local board Duties Concerning School Calendar
§ 22-32-109(1)(n)(ll)(A), C.R.S.	Determine Teacher-Pupil Contact Hours
§ 22-32-109(1)(n)(ll)(B), C.R.S.	Adopt District Calendar
§ 22-32-110(l)(y), C.R.S.	Local Board Powers -Accept Gifts, Donations, Grants
§ 22-63-201, C.R.S.	Teacher Employment Act - Compensation & Dismissal Act -Requirement to hold a certificate
§ 22-63-202, C.R.S.	Teacher Employment Act - Contracts in writing, damage provision
§ 22-63-203, C.R.S.	Teacher Employment Act - Requirements for probationary teacher, renewal & nonrenewal
§ 22-63-206, C.R.S.	Teacher Employment Act - Transfer of teachers



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§ 22-7-1014(2)(a) C.R.S.      **School Readiness Assessments**

**Rationale:**

Aurora Academy Charter School (AACS) requests that we be granted the authority to adopt our own school readiness assessment to meet the intent of the School Readiness Statute requiring each district to administer the school readiness assessment to each kindergarten student.

**Replacement Plan:**

- a. AACS will implement the CDE approved DRDP-K assessment instrument to meet the School Readiness Statute.
- b. Kindergarten teachers will administer the DRDP-K within the first 60 days of the school year. The administration will take place at the initial kindergarten screening prior to the first day of school. During the first 60 days of school, Kindergarten Teachers and Para Educators will observe students during formal and informal school settings.
- c. Student not demonstrating school readiness will have an Individual Readiness Plan (IRP) developed by the Kindergarten team and communicated at October Parent conferences. Readiness plans will be maintained throughout the kindergarten school year as needed and updated each Quarter. Students on an IRP will receive intervention through our Response to Intervention program in small groups or 1:1 instruction. AACS will utilize direct instruction, specific scaffolding, social stories, peer-assisted learning, and intervention. The Kindergarten team will collaborate with parents, reading specialists, school counselor, ELD teachers, the special education department and administration to facilitate the implementation of student Readiness plans as needed based on student need.
- d. AACS confirms the School Readiness Assessment will not be used for retention purposes.

**Duration of the Waiver:**

AACS requests that the waiver be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:**

None

**How impact of the waiver will be evaluated:**

The impact of this waiver will be measured by the completion of DRDP-K and completed kindergarten school readiness data with implementation of student IRP. A cumulative report card documenting assessment outcomes will be completed and placed in their permanent file in June of the child's Kindergarten school year.

**Expected Outcome:**

Every Aurora Academy kindergarten student will undergo evaluation of each component of the School Readiness Statute 22-7-1014(2)(a) and receive interventions as needed to ensure student success.

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Every Aurora Academy kindergarten student will undergo evaluation of each component of the School Readiness Statute 22-7-1014(2)(a) and receive interventions as needed to ensure student success.

§ 22-2-112(1)(q)(I), C.R.S.  
§ 22-9-106, C.R.S.

**Commissioner Duties**  
**Local Board Duties Concerning Performance Evaluations**

**Rationale:**

AACS administrators must have the ability to perform the evaluation of all personnel. Should the administrators not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. Additionally, AACS will not be required to report the teacher evaluation ratings as part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I).

**Replacement Plan:**

The AACS Performance Appraisal System has been created using the Colorado Department of Education Teacher Quality Standards as the basis for the criteria set within it. AACS has contracted with Bullseye, an evaluation management system, to input and maintain all teacher evaluations throughout each school year. This system allows AACS to track trends in teacher performance and assess areas of improvement.

AACS 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 Waiver:**

AACS requests that the waiver be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years from the start date of the renewal contract.

**Financial Impact:**

The requested waivers will have no financial impact on Aurora Public School District.

**How the impact of the waiver will be evaluated:**

Teacher effectiveness is central to student achievement and developing a supportive school culture. Assessment and performance criteria outlined in the school's contract with APS guide the school's efforts to serve its students and serve as the measurement of this waiver's impact.

**§ 22-32-109(1)(b), C.R.S.      Local Board Duties Concerning Competitive Bidding**

**Rationale:**

AACS will be operating independently from other schools in the 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 AACS will adopt policies and the administrators of AACS will prescribe rules and regulations in regard to competitive bidding in the purchase of goods and services. AACS will ensure the process is an open process in compliance with all applicable rules and regulations.

**Duration of the Waiver:**

AACS requests that the waiver be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:**

AACS anticipates that the requested waivers will have no financial impact on Aurora Public School District. AACS 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 ACCS, as set forth in this Charter School Agreement.

**Expected Outcome:**

As a result of this waiver, AACS 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.

**§ 22-32-109(1)(n)(II)(A), C.R.S. Board of Education- Specific Duties: School Calendar Determine**  
**§22-32-109(1)(n)(II)(B) C.R.S. Teacher-Pupil Contact Hours**  
**Adopt District Calendar**

**Rationale:**

Aurora Academy Charter School (AACS) requests that we be granted the authority to adopt our own school calendar and to determine teacher-pupil contact hours in accordance with the Charter School Agreement.

**Replacement plan:**

AACS will determine its calendar and hours of operation based on parent and staff recommendations which will be approved by our board of directors annually. The approved annual calendar will meet or exceed the state requirements for instructional days and hours.

**Duration of the Waivers:**

AACS requests that the waiver be for the duration of its contract with the Aurora Public School District . Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:**

None

**How the impact will be evaluated:**

It will be measured by parent satisfaction surveys and student performance.

**Expected Outcome:**

AACS will develop its own daily schedule, hours of operation, teacher-pupil contact hours, teacher workdays and yearly calendar.

**§ 22-32-110(1)(y), C.R.S.      Local Board Powers - Accepting gifts, donations, and grants**

**Rationale:**

Aurora Academy should be granted the authority to accept gifts, donations and grants that are specifically designated by donors for Aurora Academy's unique programs and meant to offset the costs of implementing those specific programs which Aurora Academy funds out of its own operating budget, and which are not subject to any condition contrary to law.

**Replacement Plan:**

In accordance with the adopted AACS Financial Policies and Procedures Manual, only the Board may accept grants, gifts, or bequests on behalf of the School in excess value of \$5,000. The title to all gifts, grants and bequests shall rest with the Board and not with any School or department. No grant, gift, or bequest in excess value of \$5,000 may be accepted or utilized without prior approval from the Board. Every effort shall be made to maintain donated item(s) within the School.

**Duration of the Waiver:**

AACS requests that the waiver be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Expected Outcome:**

The school will receive additional monetary support for individual programs offered at Aurora Academy.

**Metrics/Evaluation:**

Programs will be evaluated for their contribution to student success and results will be communicated to donors.

**Financial Impact:**

The requested waiver may produce additional dollars to support the donor's targeted programs but will have no financial impact to the district.

**§ 22-63-201 C.R.S. Teacher Employment Act - Compensation & Dismissal Act-  
Requirement to hold a certificate**

**Rationale:**

AACS should be granted the authority to hire teachers and administration that will support the school's goals and objectives. The Administrator(s) will not function as a traditional district school administrator, but rather will be responsible for a wider range of tasks and act as the AACS chief executive officer. AACS will seek to attract administrators and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, 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 AACS will be employed on an at-will basis.

**Replacement Plan:**

AACS will, where possible, hire certified teachers and administrators. However, in some instances it may be advantageous for AACS to be able to hire teachers and/or administrators without a certificate and who possess unique background and/or skills or fill the need. It will be our practice to hire teachers with proper licensure and certification in their field of studies when possible with the exception of Special Education teachers who must be certified in special education and hold a valid teaching license. When a candidate neither possesses a Colorado license nor a teaching degree, AACS may hire a person based on one of the following criteria; the candidate holds a bachelor's degree in the specific content area being sought and has passed the Praxis test for the position being applied for or he/she is participating in a teacher preparation program.

**Duration of the Waivers:**

AACS requests that the waivers be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:**

AACS anticipates that the requested waivers will have no financial impact on Aurora Public School District or AACS.

**How the Impact of the Waivers will be Evaluated:**

The impact of this waiver will be measured by the performance appraisal criteria and assessments that apply to AACS per this Charter School Agreement.

**Expected Outcome:**

*Revised February 2020*

As a result of this waiver, AACCS will be able to employ professional staff possessing unique skills and/or background satisfying all staff needs.



**§ 22-63-202 C.R.S. Teacher Employment Act - Contracts in writing, damage provision**

**Rationale:**

Aurora Academy Charter School (AACS) should be granted the authority to develop its own employment contracts and terms and conditions of employment. All employees of AACS will be employed on an at-will basis.

**Replacement Plan:**

The written contract will include the damage provision as addressed in 22-63-202 (2)(C).

**Duration of the Waivers:**

AACS requests that the waivers be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:**

Each employment contract executed pursuant to this section shall contain a damages provision whereby a teacher or chief administrative officer who violates the 30-day notice provision shall agree to pay damages to AACS as follows: expenses equal to replacing the employee or one-twelfth of the annual salary specified in the employment contract.

**How impact will be evaluated:** n/a

**Expected Outcome:**

It is expected that this damages provision will assist the school in maintaining a high-quality educational system at all times.

**C.R.S. § 22-63-203 Requirements for probationary teachers, renewal & non-renewal**

**Rationale:** AACS should be granted the authority to develop its own employment contracts and terms and conditions of employment. AACS 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 AACS. All employees of AACS will be employed on an at-will basis.

**Replacement Plan:** AACS teachers will receive a contract which outlines the terms of non-renewal and renewal of employment contracts and payment of salaries upon termination of employment of a teacher. All employees of AACS will be employed on an at-will basis.

**Duration of the Waivers:** AACS requests that the waiver be for the duration of its contract with the Aurora Public School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:** AACS anticipates that the requested waiver will have no financial impact on Aurora Public School District or AACS.

**How the Impact of the Waivers will be Evaluated:** The impact of this waiver will be measured by the performance appraisal criteria and assessments that apply to AACS, per this Charter School Agreement.

**Expected Outcome:** Because of this waiver, AACS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs on an at-will basis.

**§ 22-63-206 C.R.S. Teacher Employment Act -Transfer of teachers**

**Rationale:** ACS is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into ACS or transfer teachers from Aurora Academy to District schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** ACS will hire teachers on a "best qualified" basis. ACS will not allow transfers from the District.

**Duration of the Waiver:** ACS requests that this waiver be for the duration of its contract with the Aurora Public School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:** ACS anticipates that the requested waiver will have no financial impact on Aurora Public School District or ACS.

**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 ACS, as set forth in this Charter School Agreement.

**Expected Outcome:** Because of this waiver, ACS expects to manage its own personnel affairs. Consistent with the terms of this Charter School Agreement and the Colorado Charter School Law.

**§ 22-63-206 C.R.S.      Teacher Employment Act -Transfer of teachers**

**Rationale:** AACS is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into AACS or transfer teachers from Aurora Academy to District schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** AACS will hire teachers on a "best qualified" basis. AACS will not allow transfers from the District.

**Duration of the Waiver:** AACS requests that this waiver be for the duration of its contract with the Aurora Public School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

**Financial Impact:** AACS anticipates that the requested waiver will have no financial impact on Aurora Public School District or AACS.

**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 AACS, as set forth in this Charter School Agreement.

**Expected Outcome:** Because of this waiver, AACS expects to manage its own personnel affairs. Consistent with the terms of this Charter School Agreement and the Colorado Charter School Law.

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