



EXHIBIT A

WAIVERS

Waivers from Colorado Revised Statutes and/or Rules/Regulations

Automatic Waiver List as of 6/2/2017

| State Statute Citation | Description |
|--------------------------|---|
| 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)(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), C.R.S. | 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 |

NON-AUTOMATIC WAIVERS

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)(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

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: Mark Ridenour
Preparer's Phone Number: 720-242-6225
Preparer's Email Address: mridenour@aspenridgeprepschool.org

Charter School Contact: Mark Ridenour
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District Contact Name: Terry Schueler
District Contact Email Address: schueler_terry@svvds.org

STATUTE DESCRIPTION AND RATIONALE

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 Aspen Ridge Preparatory School Directors or designated heads 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 Directors or designated head of school. The Aspen Ridge Preparatory School Board of Directors must also have the ability to perform the evaluation for the school's Directors or 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 have 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. § 22-63-201

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. § 22-63-202

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 school Directors will not function as traditional district school principals, 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.

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 develops teacher agreements 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. §22-32-109(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)(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)(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 local 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 Charter School Institute 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.

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.