



## Attachment 1: SkyView Academy Non-Automatic State Waivers

Below is a list of the waivers that are not automatically granted to charter schools upon the establishment of a signed charter contract (2017-2022) and are therefore requested as an addendum.

<b>School Name:</b> SkyView Academy
<b>School Address (mailing):</b> 6161 Business Center Drive, Highlands Ranch, CO 80130
<b>Charter School Waiver Contact Name:</b> Richard Barrett
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### C.R.S. 22-9-106 Local Board of Education-Duties-Performance Evaluation System

#### C.R.S. 22-2-112(1)(q)(I) Commissioner-Duties

**Rationale:** SkyView SVA (SVA) Executive Director or the 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 head of school. Additionally, SVA will not be required to report their teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

**Replacement Plan:** SVA uses its own evaluation system as agreed to in the Charter School Agreement with Douglas County School District. SVA'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 SVA'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. SVA 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.

**C.R.S. §22-9-106. Local board duties concerning performance evaluations for licensed personnel**

**Rationale:** The SVA Executive Director and/or school principal must have the ability to perform the evaluation of personnel. Should the Executive Director or school principal not have a Type D certificate, this should not preclude him/her from administering the evaluations.

**Replacement Plan:** SVA will ensure that the Executive Director and Principals have proper training and aligned evaluation systems in order to evaluate all personnel.

**Duration of the Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing and evaluating its staff has been included in that budget. In the event SVA aligns its performance evaluation system to include performance pay for all staff, it will be within the approved SVA budget each fiscal year.

**How the Impact of the Waiver will be Evaluated:** Teacher performance has a direct and critical impact on student achievement, growth, and the performance of the entire school, the impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** As a result of these waivers, SVA will select, employ, evaluate, and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Contract. In addition, SVA will be able to implement its program and evaluate its teachers and staff in accordance with its own criteria and performance system. This system is aligned to organizational goals and strategic initiatives that will ultimately benefit student achievement, staff growth, and the community as a whole.

**C.R.S. §22-32-109 (1)(n)(l).Local board duties concerning school calendar.**

**Rationale:** The SVA Executive Director and Governing Board retains the responsibility to develop their own school calendar. Therefore SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director and Governing Board.

**Replacement Plan:** The SVA Executive Director will develop a calendar that will be approved by the SVA Governing Board. SVA will meet or exceed state requirements of instructional hours and/or days for students and staff and defined by Compulsory Attendance Law.

**Duration of Waiver:** SVA requests that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement and support faculty and staff in their professional growth.

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

**Rationale:** SVA 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. This includes teacher-pupil contact hours. Therefore SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director and Governing Board. The financial success of SVA depends in large part to its ability to select, employ, pay, train, and direct its own staff. All SVA staff will be employed on an at-will basis.

**Replacement Plan:** All SVA staff will receive an Offer of Employment Letter and a copy of the SVA Employee Handbook, which details the procedures and policies that will govern their employment at SVA. The SVA Executive Director, working with school principals and committee of staff members will develop a school calendar that will be approved by the SVA Governing Board. SVA will meet or exceed state requirements of instructional hours and/or days for students and staff.

**Duration of Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement and support faculty and staff in their professional growth.

#### **C.R.S. §22-32-109 (1)(n)(II)(B). Adopt district calendar**

**Rationale:** The SVA Executive Director and Governing Board retains the responsibility to develop their own school calendar. Therefore SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director and Governing Board.

**Replacement Plan:** SVA Executive Director will develop a calendar that will be approved by the SVA Governing Board. The SVA Executive Director, working with school principals and committee of staff members will develop a school calendar that will be approved by the SVA Governing Board. SVA will meet or exceed state requirements of instructional hours and/or days for students and staff.

**Duration of Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** As a result of this waiver, SVA will be able to employ professional staff possessing unique skills and/or background experience filling all staff needs.

#### **C.R.S. §22-63-201. Teacher Employment Act, Compensation and Dismissal Act -Requirement to hold a**

**certificate.**

**Rationale:** SVA 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 SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director. The financial success of SVA depends in large part to its ability to select, employ, pay, train, and direct its own staff. All SVA staff will be employed on an at-will basis.

**Replacement Plan:** All SVA staff will receive an Offer of Employment Letter and a copy of the SVA Employee Handbook, which details the procedures and policies that will govern their employment at SVA. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood SVA employment policies. These policies will meet or exceed state requirements, including a requirement that teachers demonstrate that they are “in field”, defined as follows: A teacher is “in-field” if she or he meets at least one of the following criteria: 1) Holds a BA or higher in the relevant subject area; 2) Has completed 36 semester credit hours in the subject matter to be taught; or 3) has a passing score on a State Board approved content exam in the relevant subject area.

**Duration of Waiver:** SVA requests that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing staff has been included in that budget.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**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 Contract. As a result of this waiver, SVA will be able to employ professional staff possessing unique skills and/or background experience filling all staff needs.

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

**Rationale:** SVA Executive Director 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 SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director. The financial success of SVA depends in large part to its ability to select, employ, pay, train, and direct its own staff. All SVA staff will be employed on an at-will basis.

**Replacement Plan:** All SVA staff will receive an Offer of Employment Letter and a copy of the SVA Employee Handbook, which details the procedures and policies that will govern their employment at SVA. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood SVA employment policies. These policies will meet or exceed state requirements.

**Duration of Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing staff and all benefits related to the employment of staff, has been included in that budget.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**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 Contract. As a result of this waiver, SVA will be able to employ professional staff possessing unique skills and/or background experience filling all staff needs.

### **C.R.S. §22-63-203. Teacher employment act requirements for probationary teachers, renewal and nonrenewal**

**Rationale:** SVA will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, benefits, rules, and regulations, and providing its own training. Therefore SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director. The financial success of SVA depends in large part to its ability to select,

employ, pay, train, and direct its own staff. All SVA staff will be employed on an at-will basis.

**Replacement Plan:** All SVA staff will receive an Offer of Employment Letter and a copy of the SVA Employee Handbook, which details the procedures and policies that will govern their employment at SVA. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood SVA employment policies. These policies will meet or exceed state requirements.

**Duration of Waiver:** SVA requests that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing staff has been included in that budget.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** As a result of this waiver, SVA will be able to employ professional staff possessing unique skills and/or background experience filling all staff needs.

#### **C.R.S. §22-63-205. Teacher Employment Act -Exchange of Teachers out of state or foreign**

**Rationale:** SVA 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. No other school or organization should have the authority to transfer its teachers into SVA or transfer teachers from SVA to any other school, state or foreign country, except as provided in the charter contract. Therefore SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director. The financial success of SVA depends in large part to its ability to select, employ, pay, train, and direct its own staff. All SVA staff will be employed on an at-will basis.

**Replacement Plan:** SVA will hire its own teachers and staff on best qualified basis. There is no provision for transfers. All SVA staff will receive an Offer of Employment Letter and a copy of the SVA Employee Handbook, which details the procedures and policies that will govern their employment at SVA.

**Duration of Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing staff has been included in that budget.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** As a result of this waiver, SVA will be able to employ professional staff possessing unique skills and/or background experience filling all staff needs.

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

**Rationale:** SVA 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. No other school or organization should have the authority to transfer its teachers into SVA or transfer teachers from SVA to any other school, except as provided in the charter contract. Therefore SVA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the SVA Executive Director. The financial success of SVA depends in large part to its ability to select, employ, pay, train, and direct its own staff. All SVA staff will be employed on an at-will basis.

**Replacement Plan:** SVA will hire its own teachers and staff on best qualified basis. There is no provision for transfers. All SVA staff will receive an Offer of Employment Letter and a copy of the SVA Employee Handbook, which details the procedures and policies that will govern their employment at SVA.

**Duration of Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing staff has been included in that budget.

**How the Impact of the Waiver will be Evaluated:** The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.



**Expected Outcome:** As a result of this waiver, SVA will be able to provide instruction in accordance with the philosophy, vision, and mission as stated in the charter application and in the Charter Contract with the Douglas County School District.

**C.R.S. §22-7-1014(2)(a) Preschool Individual readiness Plan-school readiness-assessments**

**Rationale:** SVA should have sole authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development, and cognition and general knowledge have been and are being assessed daily through the use of existing curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

**Replacement Plan:** SVA Kindergarten and Prekindergarten operates in full day classrooms. Each classroom utilizes the Core Knowledge curriculum. The curriculum maps ensure that this program meets or exceeds Common Core/State Standards.

Each domain in the curriculum is targeted in the following ways:

**1. Physical Well-Being and Motor Development**

Students participate 40 times per year in structured physical education classes where curriculum maps are aligned with Common Core and Physical Education Standards, ensuring that instruction meets or exceeds Common Core/ State Standards. Students are assessed on developmentally appropriate motor- development skills as they are acquired throughout the year. In addition students participate in recess two times per day on a playground designed to focus on targeted muscle groups and coordination skills. Students will be assessed throughout the year in regards to motor development.

Students participate 40 times per year in art education, meeting or exceeding state standards. Development of fine motor skills is achieved through of drawing, painting and creating objects. Students are assessed on fine motor skills acquired throughout the year.

Students participate 40 times per year in music education meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed on motor development throughout the year.

Students participate in weekly technology classes, learning keyboarding and how to manipulate the various functions of the computer. Students are assessed throughout the year.

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

## **2. Social-Emotional Development (based on Common Core/State Standards)**

Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess and hallway expectations. Students are reward for the positive behavior they demonstrate.

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

Students are guided in the areas of self-care and advocacy, peer accountability, promoting positive school and classroom culture, and celebrating successes of self and others through the integration of the our character trait philosophy (i.e. Respect, Responsibility, Integrity and Compassion).

Students are instructed in the Capturing Kids Hearts program as part of the character development and positive solutions for behavior and classroom management.

Assessment information is gathered using various sources such as NWEA/MAP and by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards and Common Core State expectations.

## **3. Language and Comprehension Development (based on Common Core/State Standards)**

Students receive instruction 110 minutes each day using the Reading Street, Saxon Phonics and Lucy Calkins Writing. These are comprehensive programs for reading writing, listening and speaking that build vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding and build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered as prescribed (and as teachers see the need for additional progress monitoring) per the curriculum to monitor growth.

*DIBELS* is administered three times per year. Any student who does not make benchmark is progress monitored every two to four weeks to note progress. Students not making benchmark continue to be assessed with the *DIBELS* assessment to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive Executive Directors, the student is placed on a READ plan and given an additional 30-45 minutes of small group instruction.

## **4. Cognition and General Knowledge (based on Common Core/State Standards)**

Students receive 50-60 minutes of math instruction using Saxon Math curriculum. This meets or exceeds Common Core/State Standards for math. Assessment is given each week to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.

Science - Students are instructed on various topics including: Plants and Animals, Animals and

Their Needs, Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest), Introduction to Magnetism, Seasons and Weather, and Taking care of the Earth, as outlined in the Core Knowledge Scope and Sequence per grade level. . Throughout the various units, students are taught the scientific method, and assessments are given regularly to monitor progress.

History and Geography - Students are instructed on various topics including: Geography - Spatial Sense (working with maps and globe students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and North and South Pole.); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and the current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House), as outlined in the Core Knowledge Scope and Sequence per grade level Assessments are given regularly to monitor progress.

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

Any student not making adequate growth in any of the above areas receive Response to Intervention (RtI) strategies in small groups or 1:1 instruction. RtI plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. The information is housed both in EADMS, Infinite Campus and Alpine, which are internet-based student data management systems.

If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, and SPED Teacher for further assessment.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a).

**Duration of Waiver:** SVA request that the waiver be for the duration of the contract with the Douglas County School Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The school anticipates that the requested waiver will have no financial impact upon the Authorizer or the school. SVA must operate within its budget and the cost of employing staff, operating its programs, and implementing its curriculum. Because we operate a Full day program, tuition is required to offset the gap in funding by the state formula for full day Kindergarten, which is included in the SVA budget.

**How the Impact of the Waiver will be Evaluated:** (Also outlined above in more detail) The impact of the requested waiver will be measured by the same performance criteria and assessments that apply to the school, set forth in the Charter School Contract with the Douglas County School District.

**Expected Outcome:** (Also outlined above in more detail) As a result of this waiver, SVA will be able to provide instruction in accordance with the philosophy, vision, and mission as stated in the charter application and in the Charter Contract with the Douglas County School District.