

Charter School Waiver Request Addendum

Contract Term: 2025/2026 – 2029/2030

Pursuant to the Colorado Charter Schools Act, Aurora Academy Charter School (“AACs” or the “School”) requests waivers of certain statutory requirements of the State of Colorado as set out in the Colorado Revised Statutes. Each is identified along with a rationale and replacement plan, as applicable. The waivers will enable AACs to better meet its mission, goals, and objectives as well as implement its educational program.

Automatic Waivers from State Statute:

Automatic Waiver List: Current as of 6/2/17 – Present	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-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)(I)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers’ aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers from State Statute:

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-32-109(l)(n)(I) & (II)(A)&(B) – Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar	
Rationale: AACS must be able to set its own school calendar to best meet the needs of its students.	
Replacement Plan: The School will work with its community to develop its own school calendar as approved by the AACS Governing Board and its administration. The school year at AACS will meet the minimum required school days and contact hours as required under Colorado law. AACS will be responsible for defining and enforcing reasonable attendance and absence policies rather than Aurora Public Schools (the “District”). The plan will meet or exceed the expectations set forth in Colorado law.	
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.	
Financial Impact: AACS anticipates that the requested waivers will have no additional financial impact upon the District or the School.	
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.	
Expected Outcome: AACS expects that as a result of this waiver it will be able to implement its curriculum appropriately and ensure that students meet the educational and performance standards of the School.	

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-32-109(1)(b) – Local Board Duties concerning competitive bidding	
Rationale: In accordance with state law, AACS will be responsible for its own contracting for goods and services.	
Replacement Plan: AACS will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the AACS Governing Board and school leader in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. AACS shall not purchase goods or services from any members of the Governing Board, an immediate family member or any member of the Governing Board nor from any entity in which any member of the Governing	

Board or an immediate family member of a Governing Board member may benefit from such a procurement, unless authorized by the Governing Board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. AACCS reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The AACCS Governing Board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: AACCS anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of these waivers, the School will select all goods and services in accordance with the terms and conditions set forth in the charter contract. As a result of this waiver, AACCS 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 contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-110(1)(y) – Local Board Powers - Accept Gifts and Donations
Rationale: In accordance with state law, AACCS will be responsible for determining its own budget and issues associated therewith.
Replacement Plan: AACCS will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its charter contract, or any ethical or conflict of interest policies of AACCS.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: AACCS anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

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 contract.

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

C.R.S. § 22-63-201 – Teacher Employment Act; Compensation & Dismissal Requirement to Hold a Certificate.

Rationale: In accordance with state law, AACS must be granted the authority to hire teachers and principals that will support the School's goals and objectives as determined by AACS.

Replacement Plan: AACS's intent is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The School will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field." The Principal will develop a professional development program for any teacher with a bachelor's degree not meeting the minimum subject matter credit hours to prepare them to pass a state-approved content examination in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. In addition, all employees of the School will meet applicable fingerprinting and background check requirements.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact: AACS anticipates that the requested waivers will have no additional financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of these waivers, AACS will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

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

C.R.S. § 22-63-202 – Teacher Employment Act; Contracts in Writing, Damage Provision

C.R.S. § 22-63-203 – Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties.

C.R.S. § 22-63-203.5 – Nonprobationary portability

Rationale: AACCS 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. Not every teacher who is successful in a more traditional public school will be successful at AACCS. All employees of AACCS will be employed on an at-will basis.

Replacement Plan: Employment at AACCS will be on an at-will basis. Continued employment will be subject to a satisfactory performance evaluation(s) consistent with the employment policies and procedures created and adopted by the AACCS Governing Board.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact: AACCS anticipates that the requested waivers will have no additional financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

Expected Outcome: As a result of these waivers, AACCS will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-205 – Exchange of Teachers C.R.S. § 22-63-206 – Transfer of Teachers
Rationale: AACS is granted the authority under the charter contract to select its own teachers. No other school or the District should have the authority to transfer its teachers into AACS or transfer teachers from AACS to any other schools, except as provided for in the charter contract.
Replacement Plan: The School will hire teachers on a best-qualified basis. There is no provision for transfers.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: AACS anticipates that the requested waivers will have no additional financial impact upon the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, AACS will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals
Rationale: The School’s governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).
Replacement Plan: To ensure that the School is meeting the intent of the law, the School will involve its legal counsel and the District in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review

and approval by the District. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both the District and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by the District.
Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by the District.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-119 Kindergarten
Rationale: AACS will operate its own Kindergarten program in accordance with the renewal application. AACS should be authorized to develop, adopt, and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the application and the contract.
Replacement Plan: AACS will provide its own curriculum for Kindergarten students.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.

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 contract.

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

C.R.S. §22-7-1014(2)(a) Requirement that each LEA administer the school readiness assessment to each student.

Rationale: AACS should have the 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 are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan:

AACS will implement the CDE approved DRDP-K assessment instrument to meet the School Readiness Statute.

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.

Students 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.

AACS confirms the School Readiness Assessment will not be used for retention purposes.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.

Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
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 contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-60.5-301 Colorado Educator Licensing Act – Types of principal licenses issued – term
Rationale: The unique curriculum and methods required to supervise and manage AACS could limit the pool of potential candidates for the School Administrator position if potential candidates must also be state licensed and/or certified.
Replacement Plan: The AACS Board will hire a School Administrator who will further the mission, goals and objectives of the School. The School Administrator will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract a School Administrator from a wide variety of backgrounds, including but not limited to, teachers and persons with Paideia school administration or other professional experience.
Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome: As a result of this waiver, AACS will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-63-103 (10) -Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher	
Rationale:	Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.
Replacement Plan:	The School Administrator shall have the authority to select part-time and substitute teachers.
Duration of Waivers:	We formally request the waiver be in effect for the duration of our contract with the District. Therefore, the waiver is requested through June 30, 2030.
Financial Impact:	The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on the District or the School.
How the Impact of the Waivers Will be Evaluated:	The impact of this waiver will be measured by the performance criteria and assessments that apply to the School as a whole, as per the charter contract.
Expected Outcome:	As a result of this waiver, AACS will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.