

Attachment 1: Parker Performing Arts 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 (2015-2020) and are therefore requested as an addendum.

School Name: Parker Performing Arts School
School Address (mailing): 15035 S. Compark Blvd Parker, CO 80134
Charter School Waiver Contact Name: Jennifer Burgess
Charter School Waiver Contact's Phone Number: 720-709-7400
Charter School Waiver Contact's Email: jburgess@parkerperformingarts.org
District Contact: Thomas McMillen District Contact Email Address: thomas.mcmillen@dcsdk12.org

***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: Parker Performing Arts (PPA) School Principal or designated head of school, must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the School Principal. Additionally, PPA will not be required to report their teacher evaluation ratings as part of the commissioner's report required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan: PPA uses its own evaluation system as agreed to in the Charter School Agreement with Douglas County School District. PPA's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this system and the methods used for PPA's evaluation system, including quality standards relevant to the administrators' and teachers' roles and responsibilities, goals to improve student academic growth and meet the intent of the quality standards established in SB 10-191. PPA will not be required to report teacher evaluation data through the TSDL collection, however, teacher performance data will be reviewed by the school and used to inform hiring practiced and professional development.

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

Rationale: The PPA School Principal must have the ability to perform the evaluation of personnel. Should the Principal or other designated head of school not have a Type D certificate, this should not preclude him/her from administering the evaluations.

Replacement Plan: PPA will ensure the Principal will have proper training and aligned evaluation systems in order to evaluate all personnel.

Duration of the Waiver: PPA request that the waiver be for the duration of the contract with the Douglas County School District. Therefore, the waiver is requested for five (5) academic operating years, through June 30, 2020.

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 PPA aligns its performance evaluation system to include performance pay for all staff, it will be within the approved PPA budget each fiscal year.

How the Impact of the Waiver will be Evaluated: Teacher performance has a direct and measurable 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 assessment 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, PPA 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, PPA 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 organization goals, and the vision and mission of the school that will ultimately benefit student achievement, staff growth and the community as a whole.

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

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

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

Duration of Waiver: PPA 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, 2020

Financial Impact: The school anticipated 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: PPA 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, PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA School Principal and Governing Board. The financial success of PPA depends in large part on its ability to select, employ, pay, train, and direct its own staff. All PPA staff will be employed on an at-will basis.

Replacement Plan: All PPA staff will receive an Offer of Employment Letter and a copy of the PPA Staff Handbook, which details the procedures and policies that will govern their employment at PPA. The PPA Principal, working with other school leadership and a committee of staff member will develop a school calendar that will be approved by the PPA Governing Board. PPA will meet or exceed state requirements of instruction hours and/or days for students and staff.

Duration of Waiver: PPA 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, 2020.

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 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 PPA Principal and Governing Board retains the responsibility to develop their own school calendar. Therefore PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA Principal and Governing Board.

Replacement Plan: PPA Principal will develop a calendar that will be approved by the PPA Governing Board. The PPA Principal, working with other school leadership and a small committee will develop a school calendar that will be approved by the PPA Governing Board. PPA will meet or exceed state requirements for instruction hours and/or days for students and staff.

Duration of Waiver: PPA 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, 2020.

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 Douglas County School District.

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

Rational: PPA 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, PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA Principal. The financial success of PPA depends, in large part, on the school's ability to select, employ, pay, train and directs its own staff. All PPA staff will be employed on an at-will basis.

Replacement Plan: All PPA staff will receive an Offer of Employment Letter and a copy of the PPA Staff Handbook, which details the procedures and policies that will govern their employment at PPA. Each employee will sign a Statement of Acknowledgment that states that they have read and understand PPA 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: PPA 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, 2020.

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 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, PPA will be able to employ professional staff possessing unique skills and/or backgrounds experience fulfilling all staffing needs.

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

Rational: PPA 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, PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA Principal. The financial success of PPA depends, in large part, on the school’s ability to select, employ, pay, train and directs its own staff. All PPA staff will be employed on an at-will basis.

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

Duration of Waiver: PPA 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, 2020.

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 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, PPA will be able to employ professional staff possessing unique skills and/or backgrounds experience fulling all staffing needs.

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

Rational: PPA 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, PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA Principal. The financial success of PPA depends, in large part, on the school's ability to select, employ, pay, train and directs its own staff. All PPA staff will be employed on an at-will basis.

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

Duration of Waiver: PPA 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, 2020.

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 Douglas County School District.

Expected Outcome: As a result of this waiver, PPA will be able to employ professional staff possessing unique skills and/or backgrounds experience fulling all staffing needs.

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

Rationale: PPA 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 PPA or transfer teachers from PPA to any other school, state or foreign country, except as provided in the charter contract. Therefore, PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA Principal. The financial success of PPA depends in large part to its ability to select, employ, pay, train and direct its own staff. All PPA staff will be employed on an at-will basis.

Replacement Plan: PPA will be responsible for its own personnel matters, including employing its own staff based on qualifications. All PPA staff will receive an Offer of Employment Letter and a copy of the PPA Employee Handbook, which details the procedures and policies that will govern their employment at PPA.

Duration of Waiver: PPA 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, 2020.

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 Douglas County School District.

Expected Outcome: As a result of this waiver, PPA will be able to employ professional staff possessing unique skills and/or backgrounds experience fulfilling all staffing needs.

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

Rationale: PPA 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 PPA or transfer teachers from PPA to any other school, state or foreign country, except as provided in the charter contract. Therefore, PPA requests that these statutory duties be waived or delegated from the Douglas County School District Board of Education to the PPA Principal. The financial success of PPA depends in large part to its ability to select, employ, pay, train and direct its own staff. All PPA staff will be employed on an at-will basis.

Replacement Plan: PPA will be responsible for its own personnel matters, including employing its own staff based on qualifications. All PPA staff will receive an Offer of Employment Letter and a copy of the PPA Employee Handbook, which details the procedures and policies that will govern their employment at PPA.

Duration of Waiver: PPA 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, 2020.

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 Douglas County School District.

Expected Outcome: As a result of this waiver, PPA will be able to employ professional staff possessing unique skills and/or backgrounds experience fulling all staffing needs.

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

Rationale: PPA should have sole authority to implement relevant curriculum and assessments that ensure student success and achievement. 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 assess daily through the use of a viable curriculum and corresponding assessments. Support is readily available through a variety of avenues throughout the program.

Replacement Plan: PPA offers full day kindergarten programming in 2 out of 3 classrooms. All classrooms use a variety of curricula that meet or exceed Common Core/State Standards. Each domain in the curriculum is targeted in the following ways:

1. Physical Well-Being and Motor Development

Students participate 80 times per year in structured dance and tumbling 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 (minimum) 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 80 times per year in art education, meeting or exceeding state standards. Development of fine motor skills is achieved through drawing, painting, and creating objects. Students are assessed on fine motor skills acquired throughout the year.

Students participate 80 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.

In a 1:1 learning environment, students interact with technology on a regular basis learning keyboarding skills, applications, research skills and basic technology functions. Students are assessed daily.

Assessment information is gathered by observation protocols based on appropriate developmental guideline 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 rewarded and celebrated for demonstrating positive behaviors

Classroom teachers support positive behaviors through a variety of techniques. 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 manage 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 our character trait philosophy (Strength, Humility, Integrity, Nobility, and Empathy).

Students develop and are instructed in the formulation of social contracts promoting successful conflict resolution and self-management of behaviors.

Assessment information is gathered using a variety of sources such as STAR, Pearson curriculum assessments 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 Journey's, HMH, 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 content 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.

STAR is administered three times per year. Any student who does not make benchmark is progress monitored on specific skills every three weeks to note progress. Students not making benchmark continue to be assessed with STAR assessments to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive assessments, 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 Pearson Envision curriculum. This meets or exceeds Common Core/State Standards for math. Assessment is given each week (minimally) to monitor progress. Students who fall behind are given additional time in small group or 1:1 with a teacher or teaching assistant in the classroom. Additionally, eSpark is used for both intervention and enrichment based on needs assessed by STAR.

Science--Students are instructed on a variety of topics including: plants/animals, human body wellness, magnetism, seasons/weather, solar system, as outlined by the State Standards. Through the use of FOSS science kits, students explore content, and the scientific method through lab experiences. Assessments are given regularly to monitor progress.

History and Geography--Students are instructed on a variety of topics including: geography (maps, globes, river, lakes, mountains, topography, continents, etc...), Native peoples, Presidents, symbols and figures as outlined in the State Standards. Students explore content and research through Project Based Learning. Assessments are based on performance and are given regularly to monitor progress.

Assessments gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines.

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 of detailed documentation and a team of teachers. The information includes results of formal assessments and developmental checklists as well detailed progress monitoring on attempted interventions. The information is housed in Infinite Campus and Alpine--both internet based student data management systems.

If students do not respond with adequate growth following interventions, they may be referred by the RtI team for further evaluation from the Special Education team.

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: PPA 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, 2020.

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 Douglas County School District.

Expected Outcome: As detailed above, this waive will allow PPA to provide instruction in accordance with the vision and mission of the school as stated in the charter application and in the Charter Contract with the Douglas County School District.