

WAIVERS: 2021-2023

Meeting

Jun 09, 2021 - State Board of Education Regular Board Meeting 9:00 a.m. Day 1

Category

Consent Agenda

Subject

A charter waiver request submitted by the Colorado Charter School Institute (CSI) on behalf of Community Leadership Academy

Motion & Voting

★ I move to approve the charter waiver request submitted by the Colorado Charter School Institute (CSI) on behalf of Community Leadership Academy for the term of the contract.

Motion by Joyce Rankin, second by Debora Scheffel.

Final Resolution: Motion Carries

Yea: Rebecca McClellan, Joyce Rankin, Debora Scheffel, Angelika Schroeder, Karla Esser, Lisa Escarcega

Contact Information

School Name: Community Leadership Academy State Charter School (1882), Victory Preparatory Academy Middle State Charter School (9040), Victory Preparatory Academy High State Charter School (9037)

School Address (mailing): 6880 Holly Street Commerce City, CO 80022

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Automatic Waivers

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)	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: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-32-110(1)(y): School Accepting Gifts, Donations, and Grants

Rationale: In order to ensure the School is able to operate critical aspects of its model outside its core program, the School engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the School occasionally receives gifts, which can be used to further support the program. It is the responsibility of the School to engage in responsible fundraising efforts and to receive and execute gifts, donations

and/or grants in alignment with the donors' wishes along with local, state, and federal laws. In cases of giving in which funds are unrestricted, the School, with the support of the School's Board and Finance Committee, determines the most effective use of the funds.
Replacement Plan: The CLA/VPA Board is charged with the development, approval, and implementation of Fiscal Policies and Procedures regarding gifts, grants and donations.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: CLA/VPA anticipates that the requested waivers will have no financial impact on CSI or CLA/VPA.
How the Impact of the Waivers Will be Evaluated: As a result of this waiver, the School will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Contract.

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: The School requests sole discretion in all competitive-bidding policies in order to make sure that it is able to acquire the goods and services that best meet the needs of its students in the most efficient manner possible.
Replacement Plan: The Board of CLA/VPA will develop, adopt, and implement its own financial policies, rules, and regulations, including those for the competitive-bidding process.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: CLA/VPA anticipates that the requested waivers will have no financial impact on CSI or CLA/VPA.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to CLA/VPA, as set forth in the charter contract.
Expected Outcome: As a result of this waiver, CAL/VPA will be able to the School will be able to purchase goods and services that meet its needs and support its operations.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(l) Commissioner-Duties
Rationale: CLA/VPA and its Administrator or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude him or her from administering the evaluations under the direction of the school leader. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, CLA/VPA should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(l), but will still report on in-field/out-of-field.
Replacement Plan: CLA/VPA uses its own evaluation system as agreed to in the Charter School Agreement with the Charter School Institute and therefore should not be required to report their teacher evaluation data. The School's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. In addition, the evaluation data is used to inform professional development decisions for each teacher. Core

course level participation will continue to be reported pursuant to C.R.S. 22-11-503.5, as this is a nonwaivable statute.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

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 CLA/VPA, as set forth in the charter contract.

Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its performance evaluation 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 CLA/VPA community.

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

C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness – Assessments

Rationale: CLA is a data-driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. CLA already has strong programs and assessments in place that assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.

Replacement Plan: Every kindergarten student at CLA will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. 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 CRS 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. CLA readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the Charter School Institute ("CSI"). CSI and CLA will report this data, as required by State law.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or CLA.

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 CLA.

Expected Outcome: As a result of this waiver, CLA will be able to implement the necessary policies to increase student achievement within existing structures.

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

**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
C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours**

Rationale: The school calendar at CLA/VPA continues to align with the school's goals and objectives regarding student achievement and staff development which currently totals approximately 170/143 days per year, which exceeds the current contact hour requirement in state statute. CLA/VPA will always meet at least the minimum required time as detailed in state law.

Replacement Plan: CLA/VPA will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, CLA/VPA will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and CLA/VPA's daily schedule will be designed by the CLA Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute ("CSI") policy, CLA/VPA will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CLA/VPA anticipates that the requested waivers will have no financial impact on CSI or CLA/VPA.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to CLA/VPA, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, CAL/VPA will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-201 Employment Certificate Required**

Rationale: CLA/VPA should be granted continued authority to hire teachers and administrators who will support the school's goals and objectives. Administrators will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks. The Head of School will not function as a traditional District school principal, but rather serve as the CLA/VPA Chief Executive Officer.

Replacement Plan: CLA/VPA will seek to attract administrators 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 CLA/VPA will be employed on an at-will basis. All employees of CLA/VPA will meet applicable fingerprinting and background check requirements. All CLA/VPA teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. CLA/VPA will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to CLA/VPA, as set forth in the Charter Agreement.

Expected Outcome: As a result of this waiver, CAL/VPA will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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

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

C.R.S. § 22-63-203 Probationary Teachers-Renewal and Non-renewal of Employment Contract

C.R.S. § 22-63-203.5 Nonprobationary Portability

C.R.S. § 22-63-205 Exchange of Teachers - Exchange Educator Interim Authorization

C.R.S. § 22-63-206 Transfer of Teachers

Rationale: In order to manage its own personnel, CLA/VPA must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. CLA/VPA continues to operate differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into CLA/VPA or transfer teachers from CLA/VPA to any other schools.

Replacement Plan: All employees of CLA/VPA will be employed on an at-will basis. CLA/VPA has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, CLA/VPA will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. CLA/VPA will hire teachers on a best-qualified basis. There is no provision for teacher transfers within the Charter School Institute ("CSI"). However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CLA/VPA anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to CLA/VPA, as set forth in the Charter Agreement.

Expected Outcome: CLA/VPA expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

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

C.R.S. § 22-1-110 Effect of Use of Alcohol and Controlled Substances to be Taught

Rationale: Through the charter contract, the Institute has granted CLA/VPA the authority to implement its educational program as included in the Application. Consequently, this waiver is requested solely to delegate responsibility from CSI to the school.

Replacement Plan: The school, as opposed to CSI, will be responsible for determining how these subjects will be taught within its program in alignment with Health and PE content standards.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CLA/VPA anticipates that the requested waiver will have no financial impact on CSI or the 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 CLA/VPA, as per this Charter School Agreement.

Expected Outcome: CLA/VPA expects that, as a result of the waiver, it will be able to implement its program to meet or exceed standards and statutory requirements.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-82.8-103 Breakfast After the Bell Nutrition Program**

Rationale: CLA/VPA operates independently from other schools in the Colorado Charter School Institute and should therefore be exempt by the same rule that school districts with fewer than 1000 students are exempt from HB 13-1006. In addition, during the 2019-20 school year the school offered universal free breakfast to students and on average had 70% of students eat breakfast without providing Breakfast After the Bell. CLA/VPA provides free transportation to all students within the geographical school district boundaries and transports over 60% of its students to and from school. This busing delivers students to the school thirty minutes prior to school start times and provides ample time for students to eat a hot breakfast each day.

Replacement Plan: CLA/VPA will continue to offer universal free hot breakfast to all students who arrive at school prior to their first class. In addition, CLA/VPA will provide after the bell breakfast to all students arriving late.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: CLA/VPA anticipates that the requested waiver will have a positive financial impact the school budget and no impact on CSI.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by financial data and as set forth in the charter.

Expected Outcome: CLA/VPA expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

Automatic Waivers for Charter Schools

The General Assembly enacted the Colorado Charter Schools Act of 1993 (Act), C.R.S. 22-30.5-101 et seq., to encourage new and innovative methods of educating students by allowing for public charter schools which would have greater control over decisions related to educational programming in exchange for increased accountability for performance. C.R.S. 22-30.5-102. Consistent with this legislative intent, the Act allows charter schools to request waivers from certain state statutes and rules. There are two types of waivers: automatic and non-automatic waivers. Automatic waivers are automatically granted to charter schools upon the establishment and renewal of a charter contract, whereas non-automatic waivers require rationale and replacement plans.

Pursuant to C.R.S. 22-30.5-104(6)(b), the State Board of Education has promulgated rules that list the automatic waivers for all charter schools. 1 CCR 301-35, 2217-R-3.01. In promulgating the list of automatic waivers, the State Board of Education considers the overall impact and complexity of the requirements specified in the statute and the potential effects that waiving the statute may have on the practices of a charter school.

Pursuant to C.R.S. 22-44-305(2), the Colorado Department of Education (CDE) and the Colorado Charter School Institute (CSI), working with the Colorado League of Charter Schools (CLCS), developed the following standardized description and rationale for each of the statutes included on the list of automatic waivers.

C.R.S. 22-1-112 School Year – National Holidays. This statute sets a state school year and national holiday schedule. A waiver of this statute authorizes a charter school to develop its own school calendar that fits its unique needs.

C.R.S. 22-32-109(1)(f) Local Board Duties Concerning Selection of Staff and Pay. This statute authorizes each school district to employ and compensate all personnel required to maintain the operations and carry out the educational program of the district. A waiver of this statute allows a charter school to hire its own staff and set compensation structures independent from the district.

C.R.S. 22-32-109(1)(t) Determine Educational Program and Prescribe Textbooks. This statute authorizes each school district to determine its educational programs and prescribe textbooks for such programs. A waiver of this statute enables a charter school to choose its own educational program and textbooks in accordance with its charter application as approved by its authorizer.

C.R.S. 22-32-110(1)(h) Local Board Powers – Terminate Employment of Personnel. This statute authorizes each school district to terminate the employment of personnel. A waiver of this statute permits a charter school to terminate its own personnel.

C.R.S. 22-32-110(1)(i) Local Board Duties – Reimburse Employees for Expenses. This statute authorizes each school district to reimburse employees for work-related expenses. A

waiver of this statute permits a charter school to adopt its own policies and procedures for employee expense reimbursement.

C.R.S. 22-32-110(1)(j) Local Board Powers – Procure Life, Health, and Accident Insurance. This statute authorizes each school district to obtain insurance coverage for its employees. A waiver of this statute permits a charter school to negotiate and procure its own group life, health, or accident insurance coverage for its employees.

C.R.S. 22-32-110(1)(k) Local Board Powers – Policies Related to In-service Training and Official Conduct. This statute authorizes each school district to adopt written policies relating to employee efficiency, in-service training, professional growth, official conduct, and welfare of employees. A waiver of this statute permits a charter school to adopt its own policies in these areas.

C.R.S. 22-32-110(1)(ee) Local Board Powers- Employ Teachers’ Aides and Other Non-certified Personnel. This statute authorizes each school district to employ teachers’ aides and other non-licensed personnel. A waiver of this statute permits a charter school to employ its own teachers’ aides and other non-licensed personnel.

C.R.S. 22-32-126 Employment and Authority of Principals. This statute authorizes each school district to employ licensed principals. A waiver of this statute permits a charter school to employ its own, possibly non-licensed, principals.

C.R.S. 22-33-104(4) Compulsory School Attendance. This statute requires each school district to adopt a written policy setting forth attendance requirements. A waiver of this statute permits a charter school to adopt its own attendance requirements in accordance with applicable laws and regulations (*e.g.*, C.R.S. 22-33-104; 1 CCR 301-78).

C.R.S. 22-63-301 Teacher Employment, Compensation, and Dismissal Act – Grounds for Dismissal. This statute sets forth the grounds under which a school district may dismiss a teacher. A waiver of this statute permits a charter school to exercise at-will employment and establish its own grounds for teacher dismissal, provided that employment decisions are made in accordance with applicable laws and regulations (*e.g.*, anti-discrimination laws).

C.R.S. 22-63-302 Teacher Employment, Compensation, and Dismissal Act – Procedures for Dismissal of Teachers. This statute sets forth the state procedures for teacher dismissal. A waiver of this statute permits a charter school to exercise at-will employment and determine its own procedures for teacher dismissal, provided that decisions are made in accordance with applicable laws and regulations.

C.R.S. 22-63-401 Teacher Employment, Compensation, and Dismissal Act – Teachers Subject to Adopted Salary Schedule. This statute authorizes each school district to adopt a teacher salary schedule. A waiver of this statute permits a charter school to create its own salary schedule that fits its unique needs.

C.R.S. 22-63-402 Teacher Employment, Compensation, and Dismissal Act – Certificate Required to Pay Teachers. This statute authorizes each school district to pay only licensed teachers. A waiver of this statute permits a charter school to pay non-licensed teachers, provided that the school has a waiver from C.R.S. 22-63-201 (relating to the requirement to employ licensed teachers).

C.R.S. 22-63-403 Teacher Employment, Compensation, and Dismissal Act – Payment of Salaries upon Termination. This statute requires that upon the dismissal of a teacher and prior to the end of that teacher’s employment contract, each school district must pay the pro rata share of salary installments due and payable under the employment contract for the period during which no services are required to be performed. Consistent with the at-will nature of charter school employment, a waiver of this statute enables a charter school to terminate a teacher’s pay upon dismissal, provided that decisions are made in accordance with applicable laws and regulations.

For additional questions about this school’s waivers, please use the following contact:

Name: _____

Contact Information: _____