

## **Villa Bella Expeditionary Automatic and Non Automatic Stave Waivers 2019**

Pursuant to the C.R.S. 22-30.5-105, Villa Bella Expeditionary (VBE) requests waivers of certain Colorado Revised Statutes. These requests include those waivers automatically approved by the state and others typically requested by new charter schools. We believe that the outcome of these waivers and their replacements will enable the school to better accomplish its mission, goals, and implement its educational program.

1. Automatic Waivers. VBE requests the following automatic waivers of state law:

State Statute Citation		Description
22-32-109(1)(f), C.R.S.		Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.		Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.		Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.		Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.		Local Board Powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.		Local Board Powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.		Local Board Powers-Employ teachers' aides and other non-certificated personnel

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22-32-126, C.R.S.	Employment and Authority of Principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

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### **ADDITIONAL REQUESTS FOR WAIVER OF STATE LAWS AND/OR REGULATIONS**

#### **1. Non-Automatic Waivers.**

VBE also requests the District to apply on its behalf to the State Board of Education for waiver of the other state laws set forth below. VBE requests all such waivers for the duration of its charter school contract with the District.

22-9-106 C.R.S. Local board duties concerning performance evaluations for licensed personnel
Rationale:  VBE administration must have the ability to perform the evaluation of all personnel. Should the principal not have a Type D certificate, this should not preclude him or her from administering the evaluations.
Replacement Plan:  VBE shall have an evaluation process for all employees that include formal and informal observations, data analysis, student progress and growth, and school engagement set forth in its Employee Handbook and policies. It is also aligns with the spirit and intent of the statute, including training of the evaluator. Providing a formal evaluation against quality standards that are clear and relevant to the Executive Director's and teacher's roles and responsibilities, incorporating an evaluative component that is based on improving student academic growth as measured by assessment data. All teachers will be informally observed weekly and formally observed 3 times a year culminating into formal end of year evaluation report.
Duration of Waivers:  We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.
Financial Impact: None

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### **How the Impact of 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 individual student growth.

### **Expected Outcome:**

With this waiver, VBE will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives.

22-2-112(1)(q)(I)- Commissioner Duties – Reporting Performance Evaluation Ratings - Requires Local District to report to CDE performance evaluation ratings

### **Rationale:**

VBE is also seeking a waiver from C.R.S. 22-9-106 (see above), that addresses C.R.S. Local board duties concerning performance evaluations for licensed personnel - affording the designated head of school the ability to perform the evaluation of all personnel. Additionally, VBE should 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:**

VBE uses its own evaluation system as agreed to in the Charter School Contract Agreement with Pueblo School District 70. VBE's evaluation system meets the intent of the quality standards established in SB 10-191. VBE will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

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### **Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.

### **Financial Impact: None**

### **How the Impact of Waivers Will be Evaluated:**

Since this area has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school.

### **Expected Outcome:**

With this waiver, VBE will be able to implement its own program and evaluate its teachers in accordance with the spirit of the SB 10-191 Colorado State Evaluation system. It is designed to produce greater accountability and be consistent with the school's goals and objectives.

22-32-109(1)(z), C.R.S. Local board to provide in-service training on child abuse and neglect – Requires local board to provide periodic in- service training on recognizing and reporting suspected incidents of child abuse or neglect.

### **Rationale:**

As an independent charter school, VBE will provide its own scheduled professional development days and times that will match or exceed those offered by the district.

## **Villa Bella Expeditionary Automatic and Non Automatic Staff Waivers 2019**

### **Replacement Plan:**

VBE has established its own policies concerning and in compliance with the Child Protection Act of 1987. VBE will determine its own schedule for in-service training and conduct this training on a yearly basis. Training will meet or exceed state requirements.

### **Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.

### **Financial Impact: None**

### **How the Impact of the Waivers Will be Evaluated:**

The impact of this waiver is that VBE can train its staff according to a schedule that best suits the school and its students. All teachers and support staff will be provided training with regard the Child Protection act of 1987 during initial training.

### **Expected Outcome:**

The teachers and staff of VBE will be trained in the recognition and reporting of child abuse and neglect.

22-32-109(1)(cc), C.R.S. Dress code –Requires local board to adopt a dress code policy for teachers and other school employees.

### **Rationale:**

VBE is responsible for its own personnel matters, including dress code.

## **Villa Bella Expeditionary Automatic and Non Automatic Stave Waivers 2019**

### **Replacement Plan:**

VBE has adopted a standard of dress for all students, teachers, and staff in agreement with its philosophies and values as put forth in the VBE Staff Handbook and will be included in the Student-Parent Handbook.

### **Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.

### **Financial Impact:**

None

### **How the Impact of Waivers Will be Evaluated:**

The impact of the waiver will allow VBE to implement its stated philosophies.

### **Expected Outcome:**

Staff, teachers, and students will dress appropriately and respectfully to improve performance, diminish socio-economic differences, and promote safety and respect for learning.

### **22-1-110,C.R.S. Effect of use of alcohol and controlled substances -**

Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels, designated by the district.

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<p>Rationale:</p> <p>VBE is responsible for the design of its own educational program in agreement with its philosophies and values as put forth in the charter document, independent of the district, including when and what to teach about the use of alcohol and controlled substances.</p>
<p>Replacement Plan:</p> <p>VBE will be responsible for identifying the instructional materials and strategies <i>at each grade level as appropriate</i> to teach these topics consistent with the school's philosophy and character education program. Parents will have the opportunity to preview the materials to be used in the class and/or meet with a teacher.</p>
<p>Duration of Waivers:</p> <p>We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.</p>
<p>Financial Impact: None</p>
<p>How the Impact of Waivers Will be Evaluated:</p> <p>VBE will monitor and track student behavior trends per grade, as a school, and through individual student portfolios and discipline records. The effectiveness will be evaluated by our administration as they review the implementation of all curricula and by our students and parents through our annual survey.</p>
<p>Expected Outcome:</p> <p>A waiver from the statute will allow the school to continue educating students in these topics as desired by the philosophies and values of the founders and as described to our parents in the Parent/Student Handbook.</p>

## **Villa Bella Expeditionary Automatic and Non Automatic Stave Waivers 2019**

22-32-109(1)(b), C.R.S. Local board duties concerning competitive bidding –

Authorizes the board to adopt policies for the efficient administration of district affairs, including procedures for competitive bidding.

### Rationale:

VBE will determine its own policies and procedures necessary for the efficient administration of its affairs and will establish all necessary procedures to obtain competitive bids when prudent.

### Replacement Plan:

VBE will require competitive bidding whenever prudent, and on all non-curricular purchases over \$25,000.

### Duration of Waivers:

We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.

### Financial Impact: None

### How the Impact of the Waivers Will be Evaluated:

The VBE Board will make decisions in the best interest of the school and in line with the school budget.

### Expected Outcome:

VBE can take advantage of limited time offers and discounts while maintaining fiscal responsibility.

## Villa Bella Expeditionary Automatic and Non Automatic Stave Waivers 2019

22-32-110(1)(y) Local Board Powers – Accepting gifts, donations, grants
<p>Rationale:</p> <p>In order to ensure that VBE is able to operate critical aspects of its model outside of its core programs, 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 programs. It is the responsibility of VBE 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, the Treasurer, and any Finance Committee, shall determine the most effective use of the funds.</p>
<p>Replacement Plan:</p> <p>VBE's Fiscal Policies and Procedures Handbook and VBE's board policies and bylaws contain our policies tied to the accepting of gifts, donations and grants.</p>
<p>Duration of Waivers:</p> <p>We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.</p>
<p>Financial Impact: None</p>
<p>How the Impact of the Waivers Will be Evaluated:</p> <p>The impact of this waiver will be measured by the performance of the school and its staff.</p>
<p>Expected Outcome:</p> <p>As a result of this waiver, the school will be able to carry out its educational programs, administer its affairs in an efficient manner and accomplish its mission.</p>

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<p>22-32-109(1)(n)(I), C.R.S. Local board duties concerning the school calendar. 22-32-109(1)(n)(II)(A), C.R.S. Determination of teacher-pupil contact hours 22-32-109(1)(n)(II)(B), C.R.S Adopt a district calendar</p>
<p><b>Rationale:</b></p> <p>VBE will be operating similarly as other schools in the district but should be delegated the authority to establish its own school calendar and length of school day should the need and desire arise. VBE does not request a waiver of the minimum teacher contact hours however, the specific days on which these hours occur should be in the purview of the VBE. The authorizing board will not set these policies and VBE will prescribe the actual details of its own school calendar to best meet the needs of its students. VBE will have a calendar that may differ from the rest of the schools within the District but VBE, will, where possible, align to local calendars to support local families that may have students in multiple schools.</p>
<p><b>Replacement Plan:</b></p> <p>VBE has established and adopted a school calendar that will meet or exceed state requirements for hours of instruction, on an annual basis. School Calendar will be published after adoption by the VBE Board before the end of the previous school year. Teacher-pupil contact hours will meet or exceed the current requirements in statute.</p>
<p><b>Duration of Waivers:</b></p> <p>We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.</p>
<p><b>Financial Impact:</b> None</p>

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### **How the Impact of the Waivers Will be Evaluated:**

The impact of the waiver will be measured by the school's performance on state and school assessments and increased time for staff professional development.

### **Expected Outcome:**

The VBE Board will be able to adjust the school calendar according to the needs of the student body and the accomplishment of the school's mission and goals.

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception - Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

22-63-202 , C.R.S. Teacher employment, compensation and dismissal act of 1990; contracts in writing – duration – damage provision - Requires written employment contracts with teachers, including damages provision and provides for temporary suspension of employment and cancellation of contract.

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract - Provides for contract with probationary teachers.

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation - Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

## **Villa Bella Expeditionary Automatic and Non Automatic Staff Waivers 2019**

### Rationale:

These four statutes most often concern teacher union contracts of which VBE is not a part. VBE should be and has been granted the authority to hire its own employees and develop its own employment agreements and terms and conditions of employment. Accordingly, VBE should be granted the authority to hire teachers and principals that will support the schools mission, goals, and objectives. VBE will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of VBE will be employed on an at-will basis.

### Replacement Plan:

VBE should be granted the authority to hire teachers and principals that will support the School's goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks. The School will see to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. The School will, as appropriate, hire certified teachers and principals. However, in some instances, it may be advantageous for the School to be able to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of the School. All VBE employees will comply with the appropriately credentialed requirements of Every Student Succeeds Act (ESSA) and all Colorado teacher certification requirements. All facilitators of core classes will hold, at a minimum, a Bachelor's Degree, and the appropriate teaching credential, and can demonstrate subject matter competency in the subjects they teach. VBE may also employ or retain non-certificated instructional support staff in a case where a prospective staff member has an

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appropriate mix of subject-matter expertise, professional experience, and the capacity to work successfully in an instructional setting.

VBE has a teacher agreement or offer letter that provides at-will employment and salaries as determined by VBE, with the terms of non-renewal and renewal of employment agreements, VBE shall provide payment of salaries and accrued earnings upon termination of employment of a teacher in accordance with applicable law. The Director will determine the placement of teachers. Transfers of staff are not provided for allowed by provision in the charter contract with the District. Non-renewed or dismissed teachers may appeal to the VBE Board.

### **Duration of Waivers:**

We formally request the waiver be in effect for the duration of our contract with Pueblo School District 70. Therefore, the waiver is requested through June 30, 2029.

### **Financial Impact: None**

### **How the Impact of 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 individual student growth.

### **Expected Outcome:**

As a result of these waivers, VBE will be able to employ professional staff possessing the unique skills and/or background enabling the school to fulfill its mission and goals.