



COLORADO DEPARTMENT OF EDUCATION

OFFICE OF SPECIAL SERVICES

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William J. Moloney
Commissioner of Education

Dorothy Gotlieb
Deputy Commissioner

May 18, 2006

Gary Wilson
Cardinal Community Academy
3101 SCR 65
Keenesburg, CO 80643

Dear Mr. Wilson:

This letter is to certify that the Colorado State Board of Education approved an extension to the waivers granted to Cardinal Community Academy through June 30, 2025.

These waivers may be renewed if the provisions of the Charter Schools Act and the waiver statutes are met. In addition, waivers are subject to review by the Colorado Department of Education at any time. If you have any questions, or if I can be of assistance, please feel free to call me.

Best regards,

Denise Mund
Senior Consultant
Schools of Choice Unit
303-866-6740
E-mail: Mund_D@cde.state.co.us

cc: Weld Re-3J School District

Request for Waiver from Colorado Statutes and/or Rules
On Behalf of Charter Schools

Authorizing body:

Charter School Institute
✓ Local School District Weld Re-3J

(name of SD)

Name of authorizer representative:

Mailing address for authorizer:

Street/PO Box 95 W. Broadway

City Keenesburg

Zip Code 80643

Phone 303-536-2000

Email address marvlinwade@rebel-net.tec.co.us

Name of charter school: Cardinal Community Academy

Name of charter school representative Gary Wilson

Title of charter school representative Director

Mailing address for charter school

Street/PO Box 3101 WCR 65

City Keenesburg

Zip Code 80643

Phone 303-732-9312

Email address principal@cardinalcommunityacademy.com

Charter school projected enrollment or actual enrollment 143

Grades served by charter school:

K ✓ 1 ✓ 2 ✓ 3 ✓ 4 ✓ 5 ✓ 6 ✓ 7 ✓ 8 9 10 11 12

Term of charter school contract: 07 / 01 / 05 (mo/day/year) through June 30, 2025

If this is a renewal, year the charter school originally opened: Fall 2000

Waiver request prepared for the charter school by: Gary Wilson

Preparer's phone number: 303-732-9312

Preparer's email address: principal@cardinalcommunityacademy.com

Automatic waivers the charter school is applying for:

- ✓ 22-9-106. C.R.S. Local board duties concerning performance evaluations for licensed personnel
- ✓ 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel and pay
- ✓ 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school personnel
- ✓ 22-32-126, C.R.S. Employment and authority of principals

- ☒ 22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception
- ☒ 22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; contracts in writing – duration – damage provision
- ☒ 22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract
- ☒ 22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers -- compensation
- ☒ 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- ☒ 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- ☒ 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- ☒ 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- ☒ 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries

If any other waiver(s) from statute or rule is/are being requested, list those below.

22-32-109(1)(n)(l)

22-32-109(1)(t)

22-32-110(1)(l)(j)(k)

22-32-110(1)(ee)

22-32-119

(If additional space is needed, please attach a separate sheet of paper.)

Marvin Wade, Re-3J Superintendent

Printed name of authorizer representative

Marvin Wade

Signature of authorizer representative

Debbie Trupp, CCA Board President

Printed name of charter school representative

Debbie Trupp

Signature of charter school representative

Include as attachments to this request:

1. a copy of the charter contract, which would include a complete request for waivers as an appendix. A complete request includes rationale, replacement plan, how the impact will be evaluated and expected outcome (see sample at <http://www.cde.state.co.us/cdechart/guidebook/gov/index.htm>)

2. a copy of the charter application or renewal application.

Appendix H Initial Waivers

Introduction

The following waivers are divided into two groups: proposed statutory and regulatory waivers; and proposed waivers of District policy. The act of creating a charter school by its nature delegates to the charter school governing body certain powers that would ordinarily belong to the Board of Education. Such delegations do not release the charter school from substantive law or policy, but reflect a change in the identity of the actor(s) responsible for compliance. Inasmuch as the State prefers that such waivers be listed, the charter applicant has designated delegatory waivers.¹ The parties request the following waivers with the understanding that the Charter School remains subject to the limitations of its contract with the District. Delegation waivers are requested from the State Board of Education only to the extent that such delegations made in the contract from the District Board to the Charter School would be deemed to be impermissible without such waivers approved by the District's Board. The following list of waivers is an initial list only and is not intended to exclude future waivers. All initial waivers are requested for the duration of the charter.

A. Statutory Waivers²

1. Certified Personnel Evaluation: Delegation & Substantive

<i>Section(s)</i>	<i>Description</i>
22-9-101 – 22-9-109	Requires school districts to have certain prescribe procedures for evaluation

¹ The charter applicants have utilized the Colorado Spring Edison School waivers (a suggested model published in Carolyn G. DeRaad, ed., *GUIDEBOOK TO COLORADO CHARTER SCHOOLS* (1997), a publication of the Colorado Department of Education). These model waivers have been modified as appropriate for this charter application.

² All statutory section citations are to COLO. REV. STAT. (1998).

Rationale. The Charter School will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School application and agreement. The application anticipate that the charter school will follow the substance of existing district policies until a substitute policy is adopted by the charter school and approved by the District's Board.

Replacement. The replacement shall be an evaluation policy developed by the charter school.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. Consistently with the school district's expectation that the Charter School will operate independently, the Charter School will have responsibility for evaluation of its own personnel, at all times acting in compliance with the charter contract.

2. Board of Education Duties: Delegation

<i>Section(s)</i>	<i>Description</i>
22-32-109(1)(b)	Authorizes Board of Education to adopt policies for efficient administration
22-32-109(1)(f)	Grants Board of Education to employ personnel and fix compensation
22-32-110(1)(h)	Provides for Board of Education to terminate personnel
22-32-110(1)(i)	Authorizes Board of Education to reimburse employees for expenses
22-32-110(1)(j)	Authorizes Board of Education to provide group insurance benefits for employees
22-32-110(1)(k)	Grants Board of Education authority to adopt written policies relating to efficiency, in-

service training, professional growth, safety, official conduct and welfare of employees

22-32-110(1)(ee)

Authorizes Board of Education to employ teacher aides and noncertificated personnel

22-32-126

Authorizes Board of Education to employ principals

Rationale. The Charter School 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, the Charter School requests that these statutory duties be waived or delegated from the Board of Education to the Board of the Charter School.

Replacement. The Charter School will be responsible for these matters rather than the District. Initial employment policies and a sample form contract have been provided in the charter application.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. Consistently with the school district's expectation that the Charter School will operate independently, the Charter School will have responsibility for personnel matters generally, at all times acting in compliance with the charter contract.

3. School Year & Day: Delegation & Substantive

Section(s)

Description

22-32-109(1)(n)(I)

School Board responsible to prescribe length of school year and hours of student-teacher contact and to adopt a calendar

Rationale. The Charter School will prescribe its own school calendar and hours of

teacher-pupil contact. An essential element of the Charter School design is a four day school week, with two days for Kindergarten and any half-time home-schooled students. This school week entails a longer school day and different school calendar. This authority is instrumental to the success of the Charter School program.

Replacement. The proposed school day, week and calendar are outlined in Appendix D.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School anticipates that this alternative school calendar will have economic efficiencies for the school; will provide staff with a regular three day weekend; will limit commuting and transportation (both being significant in this rural area); and will most likely increase enrollment of kindergarten and part time home-schooled students. The calendar also results in significantly more hours of student-teacher contact than required by law for kindergarten and half-time students. In no event will the alternative schedule reduce the minimum number of hours below those required by statute (22-32-109(1)(n)(II)(A)) and State Board regulation.

4. Educational Program: Delegation & Substantive

<i>Section(s)</i>	<i>Description</i>
22-32-109(1)(t)	Grants board of education authority to determine educational program

Rationale. The Charter School will implement a Core Knowledge program; will begin with multi-age classes; will utilize a four day school week; and will otherwise have a distinctive educational program, including texts appropriate to that program. The program will at all times operate consistently with the charter application and contract.

Replacement. The proposed educational program, and plan for its full development is set out in detail in the charter application and in Appendix E.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School expects that as a result of this waiver it will be able to implement the academic program described in the charter application.

5. Kindergarten Program: Delegation

<i>Section(s)</i>	<i>Description</i>
22-32-119	Permits school districts to establish kindergartens

Rationale. The Charter School will operate its own kindergarten program in accordance with the Charter School Agreement. The Charter School 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 Charter School Agreement.

Replacement. The kindergarten program will be consistent with a Core Knowledge curriculum and is otherwise described in the charter application.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community.

6. Teacher Employment: Substantive & Delegation

<i>Section(s)</i>	<i>Description</i>
22-63-101 – 22-63-403 (except for 22-63-103, 22-63-201 & 22-63-402)	Comprehensive prescription and regulation of teacher employment, tenure, and dismissal
22-60.5-111 and 1 CCR. 301-37, 2260.5-R-4.0 - 4.10(3)	Prescribes the method of applying for “authorization” in lieu of teacher licensure.

Rationale. The charter school be responsible for its own employees and employment policies, now and in the future. The Teacher Employment, Compensation and Dismissal Act imposes a multitude of requirements inconsistent with the independent prescription of employment policy. The exceptions reflect the charter’s agreement to hire a director and teachers subject to the requirements of the Colorado Educator Licensing Act of 1991. The director shall have and maintain a valid current principal or administrator license as provided in C.R.S. §§ 22-60.5-301, -302, -306 or -307, as may be amended from time to time, at all times while employed by the charter school. All teachers shall have and maintain valid current teacher licenses as provided in C.R.S. §§ 22-60.5-201 and/or 202, as may be amended from time to time, with endorsements appropriate to the teacher’s assignment, or letters of authorization as provided in C.R.S. § 22-60.5-111, as may be amended from time to time. Neither the School District, Board of Education, Superintendent nor any other School District employee shall request such letters of authorization or be responsible for the supervision of any teachers employed with letters of authorization; such responsibilities shall be the sole responsibility of the charter school’s governing body and/or director. Accordingly, the parties will request waiver of those provisions of the Licensing Act that require the Board of Education or District (as opposed to the charter school’s governing body and/or director) to apply for authorizations.

Replacement. The charter school’s replacement employment policy is attached as Appendix I to the charter application. The replacement policy related to authorizations shall be that the references to requests made by the “school district” and/or “board of education” in the listed statute and regulations shall be deemed to include requests made by the charter school board.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. Consistently with the school district's expectation that the Charter School will operate independently, the Charter School will have responsibility for personnel matters generally, at all times acting in compliance with the charter contract.

B. District Policies

1. School District Organization: Director Districts

<i>Section(s)</i>	<i>Description</i>
A. 1.0, 1.1. & 1.2	Provides for director districts

Rationale. Director districts are inapplicable in the charter school governance structure.

Replacement. The Charter School's Board of Directors will consist of five parents and two community members, all of whom will be elected by the parents and staff of the school.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. Direct election of the Board to govern at the site level should provide appropriate representation and accountability to the school community.

2. School District Organization: Curriculum

<i>Section(s)</i>	<i>Description</i>
A. 2.0, 2.1 & 2.2	Curriculum

Rationale. The curriculum and educational program is prescribed in part by the charter school application and contract and will be otherwise managed by the charter school's governing board.

Replacement. The charter school will begin its first year using the District's standards and the Core Knowledge Sequence. Further development of this curriculum will take place during the first year of the charter, with appropriate input from the professional staff.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School expects to meet or exceed School District outcomes through use of the Core Knowledge Sequence.

3. Fiscal Management

<i>Section(s)</i>	<i>Description</i>
D. 7.0 & 7.1	Investment of funds other than bond proceeds
	Bids and quotations requirements
D. 9.0, 9.1.2 & 9.1.3	Vendor relations
D. 15.0 & 15.2	Miscellaneous
D. 18.0 & 18.1	Fund raising and contests
D. 19.0 & 19.1	

Rationale. Consistently with operating as an independent entity, the charter school must have managerial authority over its fiscal affairs.

Replacement. Expenditures shall be consistent with the budgetary terms negotiated with the District and enrollment. The treasurer of the Board of Directors will determine the cash needs of the charter every month for the next ninety (90) day period. The amount so determine shall be retained in an operating account(s). Operating accounts may be opened with any FDIC institution. Financial institutions must comply with legal requirements regarding pledging of collateral for public funds. No more than \$500.00 will be kept in cash on hand at any one time. All cash on hand shall be collected, accounted for and deposited with a financial institution at least once a week. Any total purchase of between \$1,500.01 and \$5,000.00 may be made by the Charter School Director based on three separate telephone, written or verbal quotations. Total purchase over \$5,000.00 can only be made after presentation of at least three (3) separate bids to the Director for review and approval by the Charter School Board of Directors. The Charter School shall give a preference to working with vendors associated with the School District, provided the prices offered are competitive. The Charter School Director or Board of Directors may authorize fund raising activities.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School will be responsible for management of its own financial affairs.

4. Business Management

<i>Section(s)</i>	<i>Description</i>
E.15.0 through 15.6	Food services management

Rationale. The Charter School will not participate in the hot food program.

Replacement. Students will be required to provide their own lunch. Parents will be called in the even a student does not bring a lunch. Food may be kept on hand for students who forget their lunch.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School will go without a hot food program, at least initially.

5. Complaints Regarding Staff

<i>Section(s)</i>	<i>Description</i>
G. 12.0	Complaints against staff members

Rationale. The Charter School should be responsible for its own staff, parent and community relations.

Replacement. Complaints may be made to the School Director or President of the Board of Directors. If such complaints are not resolved informally, they will be dealt with at the next regular or, if necessary, special meeting of the Board of Directors.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. Complaints will be managed at the lowest possible level, but resolved by the Board if necessary.

6. Staff Leave

<i>Section(s)</i>	<i>Description</i>
G. 14.0 through 14.1.4	Staff sick/bereavement leave days

Rationale. For budgetary reasons and in view of the four day work week, the number of paid leave days is limited.

Replacement. The replacement policy is set out in the Employment Policy, Attachment 3.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Board expects that the limited number of leave days will be

acceptable in view of the four day work week. However, this policy will be reviewed after the first year of operations.

7. Certified Personnel

<i>Section(s)</i>	<i>Description</i>
G-b 3.0 & 3.1	Employment of personnel
G-b 4.0 & 4.1	Assignment of personnel

Rationale. The Charter School is responsible for its own personnel decisions.

Replacement. The Employment Policy set out in Attachment 3.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The Charter School will manage its own employment relations.

8. Instructional Program

<i>Section(s)</i>	<i>Description</i>
I. 4.0 & 4.1	Organization of instruction
I. 5.0	Class size
I. 7.0 & 7.1	Curriculum development
I. 9.0 & 9.1	Pilot projects

Rationale. The Charter School should be responsible for its own instructional program, consistently with the charter application and contract

Replacement. The Charter School will only provide education for grades K through 8. The Charter School will limit class size to twenty (20) students, with maximum enrollment of

twenty-two (22), with Board of Director's approval. The process of curriculum development is fully described in the charter application. Teachers who wish to initiate a pilot project shall subject a letter describing the proposal to the school Director. The Director shall forward any projects he or she recommends to the Board of Directors.

Duration. The Charter School requests that the waivers be for the duration of its contract with the District. Therefore, the waivers are requested for five academic operating years, through June 30, 2005.

Financial Impact. The Charter School anticipates that the requested waivers will have no financial impact upon the District.

Evaluation. The Charter School proposes that waivers be evaluated as part of the overall charter school evaluation, as set forth in the charter application or otherwise included in the charter school contract.

Expected Outcome. The instructional program will be managed by the Charter School Board of Directors.
