

EXHIBIT C: REQUESTED WAIVERS

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AUTOMATIC WAIVERS

State Statute	Description
C.R.S. § 22-1-112	School Year - National Holidays
C.R.S. § 22-32-109(1)(f)	Local Board Duties - Election 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
C.R.S. § 22-32-110(1)(j)	Local Board Powers - Procure Life, Health, or
C.R.S. § 22-32-110(1)(k)	Local Board Powers - Policies Relating the In-Service
C.R.S. § 22-32-110(1)(ee)	Local Board Powers - Employ Teachers' Aides and Other Non-Certified 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
C.R.S. § 22-63-401	Teacher Employment Act - Teachers Subject to
C.R.S. § 22-63-402	Teacher Employment Act - Certificate Required to Pay
C.R.S. § 22-63-403	Teacher Employment Act - Describes Payment of

NONAUTOMATIC WAIVERS

State Statute	Description
C.R.S. § 22-1-110	Effect of Use of Alcohol and Controlled Substances to be Taught
C.R.S. § 22-2-112(1)(q)(I)	Commissioner - Duties
C.R.S. § 22-9-106	Local Board of Education - Duties (substantive) Certified
C.R.S. § 22-32-109(1)(n)(I)	Local Board Duties Concerning Teacher-Pupil Contact Hours
C.R.S. § 22-32-109(1)(n)(II)(A)	Teacher-Pupil Contact Hours
C.R.S. § 22-32-109(1) (n)(II)(B)	Adopt District Calendar
C.R.S. § 22-32-109.1(2)(a)(E)	Conduct and Discipline Code
C.R.S. § 22-33-105(7)(b)	Suspension, Expulsion, and Denial of Admission
C.R.S. § 22-33-107	Enforcement of Compulsory School Attendance
C.R.S. § 22-33-108(4) through (5)	Judicial Proceedings - Conduct/Discipline
C.R.S. § 22-63-201	Teacher Employment Act - Contracts in Writing, Damage Provision

1. 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: Colorado Early Colleges Colorado Springs (“CECCS”) Head of School and Academic Dean must have the ability to perform evaluations of all personnel. If the Head of School or Academic Dean of CECCS do not have a Principal License, this should not preclude him or her from administering the evaluations. The Administrator and the CEC Governing Board must also have the ability to perform the evaluation for the Head of School. Additionally, CECCS 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)(I).

Replacement Plan: CECCS uses its own evaluation system that meets the intent of the law as outlined in statute. Staff are annually trained in this evaluation system. The methods used for CECCS’s evaluation system include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, are based on research-based practices guiding the science of reading, have the goal of improving student academic growth, CECCS’s evaluation system is agreed to in the Charter Contract with the Charter School Institute (“CSI”), and, therefore, CECCS should not be required to report its teacher evaluation data. CECCS’s evaluation system will continue to meet the intent of the law as outlined in statute. 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 non-waivable statute.

Financial Impact: CECCS anticipates that the requested waiver will have no financial impact on the budgets of CSI or CECCS.

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 CECCS, as set forth in the Charter School Contract.

Expected Outcome: With this waiver, CECCS will be able to implement its program and evaluate its teachers in a manner that produces greater accountability to CECCS. This will benefit staff members as well as students and the community.

Duration of the Waivers: CECCS requests that the waiver be for the duration of its Contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2027.

2. **C.R.S. § 22-32-109(1)(n)(I), C.R.S. § 22-32-109(1)(n)(II)(A), and C.R.S. § 22-32-109(1)(n)(II)(B): School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.**

Rationale: As an early-college high school, it is important for CECCS to be able to prescribe the actual details of its own school calendar and hours of teacher-pupil contact because students will take classes taught by CECCS as well as classes taught by multiple partner colleges. The total number of student hours in school will comply with state requirements for an early college.

Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. A finalized calendar and school day for CECCS (including teacher- pupil contact hours) that meets or exceeds the requirements set forth in statute will be officially adopted each year by the CEC Governing Board. In accordance with Charter School Institute ("CSI") policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

Financial Impact: CECCS anticipates that the requested waiver will have no financial impact on the budgets of CSI or CECCS.

How the Impact of the Waivers Will Be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to CECCS as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, CECCS will be able to operate under its own schedule, which is vital to the success of its program.

Duration of the Waiver: CECCS requests that the waiver be for the duration of its Contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2027.

3. **C.R.S. § 22-63-201: Employment - Certificate Required: Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.**

Rationale: The school 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. CECCS should be granted the authority to hire teachers and principals who will support CECCS's goals and objectives. The CECCS Head of School will be responsible for a wider range of tasks than those of a traditional district-school principal. CECCS will seek to attract administrators and teachers from a wide variety of backgrounds that reflect the community CECCS will serve, including, but not limited to, multilingual staff, staff 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 professional experience in areas being taught at CECCS. 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.

Replacement Plan: CECCS will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for CECCS to be able to hire teachers and/or principals without a certificate and who possess unique background and/or skills or fill the needs of CECCS. All employees of the school will meet applicable fingerprinting and background check requirements. All school employees 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 bachelor's degree 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. CECCS will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

Financial Impact: CECCS anticipates that the requested waiver will have no financial impact on the budgets of CSI or CECCS.

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 CECCS, as per the Charter Contract.

Expected Outcome: As a result of these waivers, CECCS will be able to employ professional staff possessing unique skills and/or backgrounds who are well suited for the Colorado Springs community and CECCS's education model.

Duration of the Waivers CECCS requests that the waiver be for the duration of its Contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2027.

4. **C.R.S. § 22-33-105(7)(b) Process for Disciplinary Appeal; C.R.S. § 22-32- 109.1(2)(a)(E) Conduct and Discipline Code;**

Rationale: As a CSI charter school, CEC's Governing Board must have the ability to hear disciplinary and related appeals under CRS 22-33-105(2)(c). CEC is requesting a waiver from CRS 22-32-109.1(2)(a)(E) only with regards to the required adherence to CRS 22-33-105.

Replacement Plan: The Charter Contract delegates the authority to implement the School Attendance Law of 1963 to CECCS, which is consistent with state law and CEC Student Conduct and Discipline Code policy. However, rather than allowing CSI to carry out the functions of a school district and its board as stated in statute, CEC's Governing Board will carry out those

functions. To ensure that CECCS is meeting the intent of the law, CECCS will involve its legal counsel and CSI in any appeals to the Governing Board to ensure that students are being afforded appropriate due process. CEC will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, CECCS will report expulsion data pursuant to C.R.S. § 22-33-105(2.5). The responsibility outlined in statute for developing and implementing policies related to CRS 22-33-105(2)(c) and CRS 22-32-109.1(2)(a)(E) are delegated to the CEC Board.

Financial Impact: CECCS anticipates that the requested waiver will have no financial impact on the budgets of CSI or CECCS.

How the Impact of the Waivers Will be Evaluated: CECCS will be required to record all data involving suspensions and expulsions with access for review by both CSI and CEC's Governing Board. In addition, the CEC's Governing Board will develop its policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: As a result of this waiver, CECCS 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.

Duration of the Waiver: CECCS requests that the waiver be for the duration of its Contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2027.

5. CRS § 22-33-107 Enforcement of Compulsory School Attendance; CRS § 22-33-108(4) through (5) Judicial Proceedings - Conduct/Discipline

Rationale: CSI does not have the capacity to manage school-attendance issues at each of its schools. Therefore, CSI-sponsored schools must have their own policies and procedures to address these issues. Under CRS 22-33-108(4) and CRS 22-33-108(5) only a school district may initiate truancy proceedings. It is CEC's intent to follow the general assembly's intent and enforce the compulsory school attendance requirements outlined within statute.

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration. To ensure that the school is meeting the intent of the law, the School will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. CEC shall designate one or more employees to act as attendance officers for the School. The attendance officer shall counsel students and parents and investigate the causes of nonattendance. CEC shall adopt and implement policies and procedures concerning school attendance and the attendance officer or the attorney for CEC may bring and represent CEC in proceedings for the enforcement of the compulsory attendance provisions outlined in state statute, including truancy proceedings.

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

How the Impact of the Waiver Will be Evaluated: CECCS will be required to record all data involving truancy with access for review by both CSI and the school's governing board.

Expected Outcome: As a result of this waiver, the school expects it will be able to offer a more meaningful post-secondary education readiness program for its students, aligned with the school's mission and vision and meeting the intent of these statutes and rules.

Duration of the Waiver: CECCS requests that the waiver be for the duration of its Contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2027.

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

Rationale: CECCS will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all curriculum standards. As a charter school, CECCS is allowed a state waiver from C.R.S. § 22-32-109(1)(t) to allow it to determine its educational program and textbooks and, as a CSI authorized charter school, CECCS should not be subjected to the respective District's instructional materials or strategies.

Replacement Plan: CECCS will identify instructional materials and strategies to integrate the topics covered within the statute into the curriculum as necessary to meet all applicable mandatory standards.

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

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as set forth in school policy and through the School Agreement.

Expected Outcome: As a result of this waiver, CECCS will experience an enhanced educational program by being able to administer the school program in keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: CECCS requests that the waiver be for the duration of its Contract with CSI. Therefore, the waiver is requested for five academic operating years, through June 30, 2027.