

**COLORADO EARLY COLLEGES FORT COLLINS WEST MIDDLE SCHOOL  
REQUESTED WAIVERS**

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<b>Automatic Waivers</b>	
<b>State Statute Citation</b>	<b>Description</b>
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
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
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
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>C.R.S. § 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours</b>
<b>Rationale:</b> The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of Poudre School District and comply with state requirements.
<b>Replacement Plan:</b> Colorado Early Colleges governing board will approve and adopt annual calendars and daily schedules that meet or exceed the minimum number of hours required by state statute.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.
<b>How the Impact of the Waivers Will be Evaluated:</b> The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.
<b>Expected Outcome:</b> As a result of this waiver, CECFC West MS will be able to operate under its own schedule, which is vital to the success of its program.

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties (reporting performance evaluation ratings)</b>
<b>Rationale:</b> CECFC West MS will use its own performance evaluation system that is unique to its educational model that offers students training in a trade along with traditional education classes. CECFC West MS is seeking a waiver from C.R.S. 22-9-106 enabling its use of that system and should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).
<b>Replacement Plan:</b> If granted this waiver CECFC West MS will not be required to report their teacher evaluation data through the Teacher Student Data Link collection process but will still report on in-field/out-of-field. However, the data provided by CECFC West MS's teacher evaluation system will be a critical component in the decision-making process for retention, promotion and placement of the school's teachers. In addition, the evaluation data will be 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.

<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.</p>
<p><b>Expected Outcome:</b> The measurement of the level of performance for teaching staff shall include, but not be limited to, a standard for measuring performance as it is directly related to classroom instruction and shall include multiple measures of student growth and performance. With this waiver, CECFC West MS will be able to focus efforts on reviewing the teacher evaluation data as a basis for communicating recommendations for improvement and identifying professional development opportunities that are unique to CEC's Early College Model.</p>

<p><b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b></p>
<p><b>C.R.S. § 22-32-109(1)(n)(II)(B) Adopt district calendar</b></p>
<p><b>Rationale:</b> As part of our early college model, it important for Colorado Early Colleges MS West 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 Colorado Early Colleges. The total number of student hours in school will meet or exceed state requirements.</p>
<p><b>Replacement Plan:</b> A finalized calendar and school day of Colorado Early Colleges will be officially adopted each year by the Board of Colorado Early Colleges. The schools' proposed annual calendar and daily schedule will meet or exceed the minimum number of hours required by state statute.</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.</p>
<p><b>Expected Outcome:</b> As a result of these waivers, CECFC West MS will be responsible for creating an annual calendar and daily schedule that will meet or exceed the minimum number of hours required by state statute, which is vital to the success of its model.</p>

**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, CECFC West MS must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school nor the District should have the authority to transfer its teachers into the School or transfer teachers from the school to any other schools

**Replacement Plan:** All employees of CECFC West MS will be employed on an at-will basis. CECFC West MS 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, CECFC West MS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. CECFC West MS will hire teachers on a best-qualified basis. There is no provision for transfers.

**Duration of Waivers:**

The waiver will extend for the duration of the contract.

**Financial Impact:** CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.

**How the Impact of the Waivers Will be Evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.

**Expected Outcome:** CECFC West MS 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. § 22-63-201 Employment Certificate required**

**Rationale:** CECFC West MS must 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 and act as the school's chief executive officer.

**Replacement Plan:**

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. 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. All CEC Core 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. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

**Duration of Waivers:**

The waiver will extend for the duration of the contract.

**Financial Impact:** CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.

**How the Impact of the Waivers Will be Evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.

**Expected Outcome:** As a result of this waiver, the school 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. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding**

**C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants**

**Rationale:** In order to manage its own budget and finances, CECFC West MS must be granted the authority to develop its own financial policies and practices.

**Replacement Plan:** CECFC West MS, rather than the District, will be responsible for determining whether or not to accept gifts, donations and grants. CECFC WEST MS will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, CECFC West MS, rather than the District, is in the best position to know what goods and services are needed and which vendors and providers may be available. CECFC West MS will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. CECFC West MS will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

**Duration of Waivers:**

The waiver will extend for the duration of the contract.

**Financial Impact:** CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.

**How the Impact of the Waivers Will be Evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.

**Expected Outcome:** As a result of this waiver, CECFC West MS will be able to utilize commercially reasonable bidding procedures and will follow its competitive bidding procedures.

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

**C.R.S. § 22-9-106 Local Board Duties Concerning Performance Evaluations**

**Rationale:** CECFC West MS's Director or designee 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 Head of School.

**Replacement Plan:** CECFC West MS uses its own evaluation system and appropriate personnel have been trained to use the system. CECFC West MS's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for CECFC West MS's evaluation system includes quality standards that are clear and relevant to the Head of Schools' and teachers' roles and responsibilities and have the goal of improving student academic growth and meeting the intent of the quality standards established in SB 10-191.

**Duration of Waivers:**

The waiver will extend for the duration of the contract.

**Financial Impact:** CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.

**How the Impact of the Waivers Will be Evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.

**Expected Outcome:** With this waiver, the school will be able 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 and students.

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

**C.R.S. § 22-32-109(1)(n)(l) Local Board Duties Concerning School Calendar**

**Rationale:** As part of our early college model, it important for Colorado Early Colleges MS West 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 Colorado Early Colleges. The total number of student hours in school will meet or exceed state requirements.

<p><b>Replacement Plan:</b> A finalized calendar and school day of Colorado Early Colleges will be officially adopted each year by the Board of Colorado Early Colleges. The schools' proposed annual calendar and daily schedule will meet or exceed the minimum number of hours required by state statute.</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> CECFC West MS anticipates that the requested waiver will have no financial impact upon the CEC budget.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> The impact of the waiver will be measured by the same performance criteria and assessments that apply to CECFC West MS as set forth in the Charter Contract with CSI.</p>
<p><b>Expected Outcome:</b> As a result of these waivers, CECFC West MS will be responsible for creating an annual calendar and daily schedule that will meet or exceed the minimum number of hours required by state statute, which is vital to the success of its model.</p>

<p><b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b></p>
<p><b>C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals</b></p>
<p><b>Rationale:</b> As a CSI charter school, the School's governing board must have the ability to hear disciplinary an related appeal under C.R.S. § 22-33-105(2)(c).</p>
<p><b>Replacement Plan:</b> The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. 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. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S.</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> The School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop its policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.</p>

**Expected Outcome:** The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.



