

COLORADO EARLY COLLEGES WINDSOR REQUESTED WAIVERS

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 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
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
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
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

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
CRS § 22-30.5-505(3)(f)	Institute Board - Powers and Duties - Rules, Requires the School to Assist with Concurrent Enrollment
CRS § 22-30.5-525	Individual Career and Academic Plans
C.R.S. § 22-32-109(1)(b)	Local Board Duties - Competitive Bidding
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)(bb)(I)	Local Board Duties - Tobacco Use

C.R.S. § 22-32-109.1(2)(a)	Conduct and Discipline Code
C.R.S. § 22-32-110(1)(y)	Local Board Powers - Accepting Gifts, Donations, and Grants
C.R.S. § 22-33-105(7)(b)	Suspension, Expulsion, and Denial of Admission
C.R.S. § 22-33-106	Grounds for Suspension, Expulsion, and Denial of Admission
C.R.S. § 22-33-107	Enforcement of Compulsory School Attendance
C.R.S. § 22-33-108	Judicial Proceedings - Conduct/Discipline
C.R.S. § 22-32-117	School District Boards—specific duties—miscellaneous fees
C.R.S. § 22-63-101, 202, 203, 204, 205, 206	Exchange of Teachers; Teacher Employment, Compensation and Dismissal Act - Transfer of Teachers between Schools
C.R.S. § 22-63-103(10)	Teacher Employment, Compensation, and Dismissal
C.R.S. § 22-63-201	Teacher Employment Act - Contracts in Writing, Damage Provision
C.R.S. § 22-63-202	Teacher Employment Act - Temporary Suspension and Contract Cancellation
C.R.S. § 22-63-203	Teacher Employment Act - Requirements for Probationary Teacher, Renewal and Nonrenewal
C.R.S. § 22-63-203.5	Non-probationary Portability
C.R.S. § 22-63-204	Interest Prohibited on Moneys from the Sale of Goods.
C.R.S. § 22-63-205	Exchange of Teacher - Exchange Educator Interim Authorization.
301-81, CCR - Code of CO Regulations	Rules Governing Individual Career and Academic Plans

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 Windsor (“CECW”) 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 CECW do not have a Type D certificate, 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, CECW 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: CECW uses its own evaluation system as agreed to in the Charter Contract with the Charter School Institute (“CSI”), and, therefore, should not be required to report its teacher evaluation data. CECW’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for CECW’s evaluation system include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, with the goal of improving student academic growth and meeting the intent of the quality standards established in SB 10-191. 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: CECW anticipates that the requested waiver will have no financial impact on the budgets of CSI or CECW.

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 CECW, as set forth in the Charter School Contract.

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

Duration of the Waivers: CECW 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 important for CECW 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 CECW 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: A finalized calendar and school day for CECW (including teacher- pupil contact hours) that meets the requirements set forth in statute will be officially adopted each year by the CEC Governing Board.

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

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 CECW as set forth in the Charter Contract.

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

Duration of the Waiver: CECW 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: CECW should be granted the authority to hire teachers and principals who will support CECW's goals and objectives. The CECW Head of School will be responsible for a wider range of tasks than those of a traditional district-school principal. CECW will seek to attract administrators and teachers from a wide variety of backgrounds that reflect the community CECW 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 CECW.

Replacement Plan: CECW will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous for CECW 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 CECW. All teachers will be highly qualified.

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

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 CECW, as per the Charter Contract.

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

Duration of the Waivers CECW 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. § 22-63-202, C.R.S. § 22-63-203, and C.R.S. § 22-63-203.5

C.R.S. § 22-63-202: Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203: This section establishes specific requirements for the employment of probationary teachers and the renewal or nonrenewal of their contracts.

C.R.S. § 22-63-203.5: Non-probationary portability.

Rationale: CECW should be delegated the authority from its authorizer to develop its own employment contracts and terms and conditions of employment. CECW will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in a traditional public school will be successful at CECW. Employees of CECW will be employed on an at-will basis using employment agreements that comply with all statutory requirements.

Replacement Plan: A CECW-specific employment agreement that requires annual renewal and addresses payment of salaries upon termination of employment of a teacher will be used. Said agreement will follow CEC Governing Board policies. Qualifications will be established to meet the needs of CECW and be consistently monitored with the use of CECW developed evaluations.

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

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 CECW, as per the charter Contract.

Expected Outcome: As a result of these waivers, CECW will be able to employ professional staff possessing unique skills and/or backgrounds, filling all staff needs.

Duration of the Waivers: CECW 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. C.R.S. § 22-63-101 through C.R.S. § 22-63-206: Exchange of Teachers; Teacher Employment, Compensation and Dismissal Act; Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: CECW should be granted the authority under a Charter Contract to select its own teachers. CSI should not have the authority to transfer its teachers into CECW or transfer teachers from CECW to other CSI-authorized schools. Like other charter schools, CECW is automatically waived from subsections 301-403 of the Teacher Employment, Compensation, and Dismissal Act. This waiver complements and completes those automatic waivers. Specifically, CECW should be granted the authority to hire teachers and principals who will support the school's goals and objectives. CECW should also be able to remove a teacher who is not a good fit for the school according to standard at-will employment rules. The CEC Chief Executive Administrator will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks. The school will seek to attract teachers and staff from a wide variety of backgrounds, including, but not limited to, teachers from out of state, teachers with a lapsed Colorado certificate, and persons with several years of successful teaching experience.

Replacement Plan: CECW will hire teachers on a "best qualified" basis. Teachers who wish to transfer from CECW can follow CSI procedures. CSI shall not have the authority to provide for the exchange of teachers within CSI-authorized schools.

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

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 CECW, as per the Charter Contract.

Expected Outcome: CECW expects that, as a result of this waiver, it will be able to manage its own personnel affairs, consistent with the terms of the Charter Contract and the Colorado Charter Schools Act.

Duration of the Waiver: CECW 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. § 22-63-204: Interest Prohibited on Moneys from the Sale of Goods

Rationale: It is essential that CECW be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. Due to the structure of CECW, teachers serve in many different roles and hold several different responsibilities. CECW needs to be allowed to have teachers serve in roles, as needed, and to accept compensation for the sale of goods to accomplish education objectives.

Replacement Plan: The CEC Governing Board will use policy to govern receiving gifts, donations, and grants and will monitor expenditures against instructional objectives. Such policies and procedures will establish a strict chain of custody and reporting procedures for all funds obtained and received.

Financial Impact: CECW anticipates that the requested waiver will have no financial impact on CSI's budget and will have a positive impact on the CECW budget.

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 CECW, as per the Charter Contract.

Expected Outcome: As a result of the waiver, the CEC Governing Board will have the latitude to raise and use funds, as needed, and will be able to act more quickly while maintaining accountability.

Duration of the Waiver: CECW 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.

7. C.R.S. § 22-63-203.5 - Non-probationary Portability; C.R.S. § 22-63-103(10) - Definition of Substitute Teacher

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations differ from those of traditional public schools.

Replacement Plan: The CECW Head of School shall have the authority to select part-time and substitute teachers who will perform services on a day-to-day or similar short-term basis during an academic year.

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

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 CECW, as per the Charter Contract.

Expected Outcome: As a result of this waiver, CECW will be able to employ part-time and substitute teachers possessing the unique skills and/or background necessary for the smooth operation of CECW.

Duration of the Waivers: CECW 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.

8. C.R.S. § 22-32-109(1)(b): Local Board Duties Concerning Competitive Bidding

Rationale: CECW 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 CEC Governing Board will develop, adopt, and implement its own financial policies, rules, and regulations, including those for the competitive-bidding process.

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

How the Impact of the Waiver 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 CECW, as set forth in this Charter School Contract.

Expected Outcome: As a result of this waiver, CECW will be able to purchase goods and services that meet its needs and support its operations.

Duration of the Waivers: CECW 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.

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

Rationale: In order to ensure that CECW is able to operate critical aspects of its model outside its core program, CECW engages in fund-development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, CECW occasionally receives gifts, which can be used to further support the program. It is the responsibility of CECW to engage in responsible fundraising efforts and to receive and execute gifts, donations, and/or grants in alignment with the donors' wishes and local, state, and federal laws. In cases of giving in which funds are unrestricted, CECW, with the support of CEC's Governing Board and Finance Committee, will determine the most effective use of the funds.

Replacement Plan: The Fiscal Policies and Procedures Handbook outlines CEC's policies.

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

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance of CECW and its staff, as per this Charter School Contract.

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

**10. C.R.S. § 22-33-105(7)(b) Suspension, Expulsion, and Denial of Admission;
C.R.S. § 22-32-109(1)(bb)(I) Local Board Duties Concerning Tobacco Use;
C.R.S. § 22-32- 109.1(2)(a) Conduct and Discipline Code;
C.R.S. § 22-33-106: Grounds for Suspension, Expulsion, and Denial of Admission**

Rational: As a CSI charter school, CECW must have the ability to determine procedures for suspension, expulsion, and denial of admission in accordance with state law and to hear the appeal of any such decisions.

Replacement Plan: The Charter Contract delegates the authority to suspend, expel, and deny admission to students to CECW administration, which is consistent with state law and CEC's Student Conduct and Discipline Code policy. However, rather than allowing CSI to carry out the functions of a school district and its board, CEC's Governing Board will carry out those functions. To ensure that CECW is meeting the intent of the law, CECW 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, CECW will report expulsion data pursuant to C.R.S. § 22-33-105(2.5). The responsibility for developing and implementing related conduct, discipline, and related policies is being transferred from CSI to CECW.

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

How the Impact of the Waivers Will be Evaluated: CECW 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, CECW 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: CECW 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.

11. CRS § 22-30.5-505(3)(f). Institute Board - Powers and Duties - Rules. Requires the school to assist with concurrent enrollment; CRS § 22-30.5-525. Individual Career and Academic Plans; 301-81, CCR. Rules Governing Individual Career and Academic Plans

Rationale: CECW is granted the authority to establish its own curriculum and academic program. It should be allowed the autonomy to help prepare its students for life after graduating the school. This statute requires a school to create a plan for its students that directs the students' course selection and includes other requirements not aligned to the mission and vision of the school, affecting its autonomy and program.

Replacement Plan: CECW has a challenging and well-defined core-course requirement for graduation. School staff will work with students and parents to help advise students on how to reach their goals for life after graduating CECW, whether they choose college, career, or another path. The school will establish its own policies for what will be included in a student's

ICAP, which, at a minimum, will:

- Begin in the 9th grade and be reviewed with students annually;
- Be captured in paper or electronic format to be saved with the student's record;
- Encompass individual/self-discovery, career exploration, and academic planning.

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

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 CECW, as set forth in the Charter School Agreement.

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: CECW 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.

12. CRS § 22-33-105(7)(b) Suspensions, Expulsion, and Denial of Admission; CRS § 22-33-107 Enforcement of Compulsory School Attendance; CRS § 22-33-108 Judicial Proceedings - Conduct/Discipline

Rational: CSI does not have the capacity to manage school-discipline issues at each of its schools. Therefore, CSI-sponsored schools must have their own policies and procedures to address these issues.

Replacement Plan: The CEC Governing Board will be solely responsible for school attendance, suspension, expulsion, and denial of admission according to Board policies and administrative procedures that have been submitted to CSI for review and comment.

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

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 CECW, as set forth in the Charter School Contract.

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: CECW 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.

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

Rationale: CECW will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all curriculum standards. As a charter school, CECW 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, CSI should not be subjected to the respective District's instructional materials or strategies.

Replacement Plan: CECW 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 CECW.

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, CECW 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: CECW 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.

14. C.R.S. § 22-32-117, C.R.S. School District Boards—specific duties—miscellaneous fees

Rationale: CEC is responsible for its own budget preparation and operations, and as a designated early college it often uses courses, textbooks, and other materials that are different from those used by other CSI or District schools. CEC, may not benefit from cost discounting available from volume purchases. Additionally, CEC is an early college and not afforded the same tuition reimbursement statutory protections as a concurrent enrollment program. Therefore, CEC's Board of Directors should have the authority delegated to it by the State and CSI to levy miscellaneous fees in accordance with this Section if CEC's unique circumstances warrant such action.

Replacement Plan: CEC will consider the imposition of fees and charges when and if circumstances allowed by the statute warrant. CEC will follow the law as to the fees' permissibility, taking indigent status into account. At the discretion of the CECW Head of School, CEC may offer students payment plans and or alternatives to the payment of charges, alternatives to payment or reduced payments may include volunteer hours. CEC's governing board will adopt a charges policy that will outline and inform all students, parents, and/or guardians of the permissible charges at CECW. CECW will enter into a cooperative agreement which will establish the tuition rate at which CECW shall pay the institution of higher education for any courses in which a Qualified Student of CECW enrolls in. The tuition rate charged to a Qualified Student shall not exceed the actual student share of the resident tuition rate of the nearest Colorado Public institution of higher education. A Qualified Student is a person who is less than twenty-one years of age and enrolled in CECW. Prior to the Qualified Student's enrollment into a college course and/or before paying the tuition for a course in

which a Qualified Student enrolls, CECW shall require the Qualified Student and his or her parent or legal guardian to sign a document requiring repayment of the amount of tuition paid by CECW if the Qualified Student does not complete the course for any reason without the consent of the CECW Head of School or if the Qualified Student receives a failing grade in the course. In the event a Qualified Student does not complete the course for any reason without the consent of the CECW Head of School or if the Qualified Student receives a failing grade CEC may collect from the Qualified Student, Parent and/or Guardian the cost of tuition paid by CECW for that course.

Financial Impact: The school anticipates that the requested waivers will have a positive financial impact on CECW by reducing waste and abuse of student funds. The school anticipates that the requested waivers will have no financial impact on CSI.

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, CECW 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 Agreement and reducing waste and abuse of CECW's finite funds.

Duration of the Waiver: CECW 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.