

## EXHIBIT C: REQUESTED WAIVERS

### AUTOMATIC WAIVERS

State Statute Citation	Description
<i>22-32-109(1)(b), C.R.S.</i>	Local board duties concerning competitive bidding
<i>22-32-109(1)(f), C.R.S.</i>	Local board duties concerning selection of staff and pay
<i>22-32-109(1)(t), C.R.S.</i>	Determine educational program and prescribe textbooks
<i>22-32-110(1)(h), C.R.S.</i>	Local board powers-Terminate employment of personnel
<i>22-32-110(1)(i), C.R.S.</i>	Local board duties-Reimburse employees for expenses
<i>22-32-110(1)(j), C.R.S.</i>	Local board powers-Procure life, health, or accident insurance
<i>22-32-110(1)(k), C.R.S.</i>	Local board powers-Policies relating the in-service training and official conduct
<i>22-32-110(1)(y), C.R.S.</i>	Local board powers-Accepting gifts, donations, and grants
<i>22-32-110(1)(ee), C.R.S.</i>	Local board powers-Employ teachers' aides and other non-certificated personnel
<i>22-32-126, C.R.S.</i>	Employment and authority of principals
<i>22-33-104(4)</i>	Compulsory school attendance-Attendance policies and excused absences
<i>22-63-301, C.R.S.</i>	Teacher Employment Act - Grounds for dismissal
<i>22-63-302, C.R.S.</i>	Teacher Employment Act-Procedures for dismissal of teachers
<i>22-63-401, C.R.S.</i>	Teacher Employment Act-Teachers subject to adopted salary
<i>22-63-402, C.R.S.</i>	Teacher Employment Act-Certificate required to pay teachers
<i>22-63-403, C.R.S.</i>	Teacher Employment Act-Describes payment of salaries
<i>22-1-112, C.R.S.</i>	School Year-National Holidays

### NON-AUTOMATIC WAIVERS

State Statute Citation	Description
<b>C.R.S. § 22-9-106</b>	Local Board of Education – Duties (substantive) Certificated
<b>C.R.S. § 22-2-112(1)(q)(I)</b>	Commissioner-Duties
<b>C.R.S. § 22-32-109(1)(n)(I)</b>	Local Board Duties Concerning Teacher-Pupil Contact Hours
<b>C.R.S. § 22-32-109(1)(n)(II)(A)</b>	Teacher-pupil contact hours
<b>C.R.S. § 22-32-109(1)(n)(II)(B)</b>	Adopt district calendar
<b>C.R.S. § 22-63-201</b>	Employment – Certificate Required
<b>C.R.S. § 22-63-202</b>	Teacher Employment Act - Contracts in writing, damage provision
<b>C.R.S. § 22-63-203</b>	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
<b>C.R.S. § 22-63-206</b>	Teacher Employment, Compensation and Dismissal Act
<b>C.R.S. § 22-63-204</b>	Receiving moneys from the sale of goods.
<b>C.R.S. § 22-63-103 (10)</b>	Teacher Employment, Compensation, and Dismissal

C.R.S. § 22-32-109.8	Fingerprinting
C.R.S. § 22-32-109.9	Fingerprinting

**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**

These statutes allow a charter school to implement their own performance evaluations and not to have to report those evaluation ratings.

**Rationale:** Colorado Springs Early Colleges (“CSEC”) Head of School and Academic Dean must have the ability to perform the evaluation of all personnel. Should the Head of School or Academic Dean of CSEC not have a Type D certificate, this should not preclude him or her from administering the evaluations. The Administrator and the CSEC Board must also have the ability to perform the evaluation for the Head of School. Additionally, CSEC 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).

**Plan:** CSEC uses its own evaluation system as agreed to in the charter contract with the Charter School Institute and therefore should not be required to report their teacher evaluation data. CSEC’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for CSEC’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet 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:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSI or CSEC.

**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 CSEC, as set forth in the charter contract School Contract.

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

**Duration of the Waivers:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

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 CSEC 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 CSEC 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 CSEC (including teacher-pupil contact hours) will be officially adopted each year by the Board of CSEC that meets the requirements set forth in statute.

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSI or CSEC.

**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 CSEC as set forth in the charter contract.

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

**Duration of the Waiver:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

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

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

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSI or CSEC.

**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 CSEC, as per the charter contract.

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

**Duration of the Waivers** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

#### 4. C.R.S. § 22-63-202 and C.R.S. § 22-63-203

**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 not, of their contracts.

**Rationale:** CSEC should be delegated the authority from its authorizer to develop its own employment contracts and terms and conditions of employment. CSEC 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 CSEC. Employees of CSEC will be employed on an at-will basis using employment agreements that comply with all statutory requirements.

**Replacement Plan:** A CSEC specific employment agreement which requires an annual renewal and addresses payment of salaries upon termination of employment of a teacher will be used. Said agreement will follow CSEC Board Policies.

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSI or CSEC.

**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 CSEC, as per the charter contract.

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

**Duration of the Waivers:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**5. C.R.S. § 22-63-206: Teacher Employment, Compensation and Dismissal Act (substantive); Permits transfer of teachers between schools upon recommendation of district’s chief administrative officer.**

**Rationale:** CSEC 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 CSEC or transfer teachers from CSEC to CSI authorized schools.

**Replacement Plan:** CSEC will hire teachers on a “best qualified” basis. Teachers who wish to transfer from CSEC may follow CSI procedures.

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSI or CSEC.

**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 CSEC, as per the charter contract.

**Expected Outcome:** CSEC 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 School Act.

**Duration of the Waiver:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**6. C.R.S. § 22-63-204: Interest Prohibited**

**Rationale:** It is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. CSEC needs to be allowed to accept pay for sale of goods to accomplish education objectives.

**Replacement Plan:** The CSEC Board will use policy to govern receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon CSI's budget and will have a positive impact the CSEC 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 CSEC, as per the charter contract.

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

**Duration of the Waiver:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**7. C.R.S. § 22-63-103 (10): Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher; This section describes a substitute teacher and the qualifications of such.**

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

**Replacement Plan:** The CSEC Head of School shall have the authority to select part-time and substitute teachers.

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSI or CSEC.

**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 CSEC, as per the charter contract.

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

**Duration of the Waivers:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

8. **C.R.S. Sec. 22-32-109.8 and 22-32-109.9:** Require Boards of Education to make certain inquiries and background checks prior to hiring applicants; requires Board of Education to investigate allegations of child or sexual abuse; requires applicant to submit fingerprints and certify no convictions; provide for district to require certified personnel to submit fingerprints in certain instances.

**Rationale:** CSEC will hire its own employees and therefore should be delegated the responsible from its authorizer to comply with these provisions for its own employees so that all required inquires and background checks can be conducted in a timely and efficient manner.

**Replacement Plan:** CSEC will conduct all inquiries and background checks in compliance with statute before hiring new employees.

**Financial Impact:** CSEC anticipates that the requested waiver will have no financial impact upon the budgets of CSEC.

**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 CSEC, as per the charter contract.

**Expected Outcome:** As a result of these waivers, CSEC will be responsible for completing its own background checks.

**Duration of the Waivers:** CSEC requests that the waiver be for the duration of its contract with the Charter School Institute. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.