

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
C.R.S. § 22-9-106	Local Board of Education – Duties (substantive) Certificated
C.R.S. § 22-2-112(1)(q)(I)	Commissioner-Duties
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. § 22-63-201	Employment – Certificate Required
C.R.S. § 22-63-202	Teacher Employment Act - Contracts in writing, damage provision
C.R.S. § 22-63-203	Teacher Employment Act-Requirements for probationary teacher,
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act
C.R.S. § 22-63-204	Receiving moneys from the sale of goods.
C.R.S. § 22-63-103 (10)	Teacher Employment, Compensation, and Dismissal
C.R.S. § 22-32-109.8	Fingerprinting
C.R.S. § 22-32-109.9	Fingerprinting

1. 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 Early Colleges Aurora (“CECA”) 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 CECA not have a Type D certificate, this should not preclude him or her from administering the evaluations. The Administrator and the CECA Board must also have the ability to perform the evaluation for the Head of School. Additionally, CECA 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: CECA 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. CECA’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for CECA’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 nonwaivable statute.

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

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 CECA, as set forth in the charter contract School Contract.

Expected Outcome: With this waiver, CECA 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: CECA 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 CECA 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 CECA 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 CECA (including teacher-pupil contact hours) will be officially adopted each year by the Board of CECA that meets the requirements set forth in statute.

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

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 CECA as set forth in the charter contract.

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

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

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

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

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 CECA, as per the charter contract.

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

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

Replacement Plan: A CECA 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 CECA Board Policies.

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

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 CECA, as per the charter contract.

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

Duration of the Waivers: CECA 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: CECA 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 CECA or transfer teachers from CECA to CSI authorized schools.

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

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

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 CECA, as per the charter contract.

Expected Outcome: CECA 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: CECA 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. CECA needs to be allowed to accept pay for sale of goods to accomplish education objectives.

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

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

Expected Outcome: As a result of the waiver, the CECA 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: CECA 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 CECA Head of School shall have the authority to select part-time and substitute teachers.

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

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 CECA, as per the charter contract.

Expected Outcome: As a result of this waiver, CECA 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: CECA 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: CECA 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 inquiries and background checks can be conducted in a timely and efficient manner.

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

Financial Impact: CECA anticipates that the requested waiver will have no financial impact upon the budgets of APS or CECA.

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 CECA, as per the charter contract.

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

Duration of the Waivers: CECA 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.