

EXHIBIT C: REQUESTED WAIVERS

REQUESTED WAIVERS

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

Requested Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(n)(l)	Board of Education-Specific Duties School Calendar
C.R.S. § 22-32-109(1)(n)(II)(B)	Board of Education-Specific Duties Adoption of District Calendar
C.R.S. § 22-32-109(1)(n)(II)(A)	Teacher Pupil Contact Hours
C.R.S. § 22-9-106	Local Boards of Education Duties – Performance Evaluation System
C.R.S. § 22-2-112(1)(q)(l)	Commissioner Duties – Reporting performance evaluation ratings
C.R.S. § 22-7-1014(2)(a)	Preschool Individualized Readiness Plans – School Readiness – Assessments
C.R.S. § 22-33-105(7)(b)	Suspension, Expulsion and Denial of Admission
C.R.S. § 22-63-201	Teacher Employment – License Required - Exception
C.R.S. § 22-63-202	Teacher Employment - Contracts in writing-duration-damage provision
C.R.S. § 22-63-203	Teacher Employment- Compensation and Dismissal Act of 1990; Probationary Teachers- Renewal and Nonrenewal of Employment Contract
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers
C.R.S. § 22-1-110	Effect of Use of Alcohol and Controlled Substances to be Taught

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-32-109(1)(n)(l) Board of Education-Specific Duties School Calendar C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar</p>
<p>Rationale: University Prep’s mission to educate every child on the path to a four-year college degree and a life of opportunity requires more time and strategic use of the time we have. U Prep operates a longer day and a longer year to not only ensure children receive access to robust programming in alignment with the wants and needs of families from the community, but so they have enough time to truly master grade-level content. Overall, U Prep will meet or exceed all expectations surrounding instructional time of 1080 hours per school year while leveraging the necessary autonomy to execute on the mission that the school promises to the families it serves.</p>
<p>Replacement Plan: The final calendar and the school's daily schedule will be designed by University Prep Senior Leadership and approved by the school’s Board of Directors, meeting or exceeding the expectations in state statute. It should be noted that wherever possible and reasonable, U Prep works to align as much of the annual calendar with the local district to ensure families who have children in multiple schools within the district experience a similar cadence to their year (i.e. same winter break, Thanksgiving break, etc.).</p>

<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The School anticipates the requested waiver will have no financial impact on University Prep and the Charter Schools Institute (CSI).</p>
<p>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 the school, as per this Charter School Agreement.</p>
<p>Expected Outcome: As a result of these waivers, the school will have the autonomy to implement the necessary annual calendar and daily schedule needed to align with the school's unique programming and ambitious goals.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-32-109(1)(n)(II)(A) – Teacher-Pupil Contact Hours</p>
<p>Rationale: University Prep needs a greater amount of teacher-pupil contact hours to not only deliver on the ambitious mission and its accompanying goals, but to provide the full range of programming and services that families who co-designed the school from the local community have made clear are critical to them (i.e. Spanish-language instruction as core content, enrichment programming daily for all children, college prep curriculum, etc.). The school will always meet at least the minimum required time as detailed in state law.</p>
<p>Replacement Plan: University Prep will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar as approved by the Board of Directors. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute and state board rule.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The School anticipates the requested waiver will have no financial impact on University Prep and the Charter Schools Institute (CSI).</p>
<p>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 the school, as per this Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, the school will have the autonomy to establish teacher-pupil contact hours needed to achieve the ambitious academic goals of the school while meeting and/or exceeding expectations established by the state.</p>

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

**C.R.S. § 22-9-106 – Local Boards of Education Duties – Performance Evaluation System
C.R.S. § 22-2-112(1)(q)(l) – Commissioner Duties**

Rationale:

The school leader of University Prep must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a principal or administrator license, this should not preclude them from administering the evaluations under the direction of the school leader. The Board of Directors must also have the ability to perform the evaluation for the Executive Director (who oversees evaluations of school leaders in coordination with the Chief Academic Officer). Additionally, University Prep 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)(1).

Replacement Plan:

University Prep uses its own evaluation system as agreed to in the Charter School Agreement with CSI and therefore should not be required to report their teacher evaluation data. University Prep’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for University Prep’s evaluation system quality standards 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 C.R.S.22-9-101 et seq. All evaluators will receive training in the school’s evaluation system. All teachers will be evaluated annually and the evaluation data will be used to inform professional development and employment decisions for teachers. 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. The school will not be required to report data to meet state requirements, including, but not limited to, its teacher evaluation ratings, but will be required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact:

The school anticipates that the requested waiver will have no financial impact upon CSI or the school.

How the Impact of the Waivers Will be Evaluated:

Since teacher and leader 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 assessment that apply to the school as set forth in this Charter School Agreement.

Expected Outcome:

With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its own 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 as well as students and the community.

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

C.R.S. § 22-63-201 – Employment – License Required - Exception

Rationale:

University Prep should be granted the autonomy to hire teachers, principals and other administrative staff that will support the schools' goals and objectives in alignment with its vision, mission and values. The Principal of each University Prep campus 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 instructional leader (and CEO). The schools will seek to attract Principals and teachers from a wide variety of backgrounds, especially those representative of the student population the school proposes to serve. Additional backgrounds include, but are 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 other relevant professional expertise. With a significant shortage of educators looming across the state of Colorado in the years ahead, it is essential that University Prep be thoughtful about its talent pipeline as we work to ensure our classrooms and buildings are filled with educators at the teacher and leader level who can support and propel our mission forward. We must turn over all possible rocks for greatness, while ensuring the supports in place to coach and develop our educators are exceptional, and the standards they must meet to persist in our space are at the highest level. The school also intentionally works to attract talent from within the community who share the backgrounds of children and families being served within the school.

Replacement Plan:

All employees of University Prep will be employed on an at-will basis. All teachers, Principals and school administrators of the schools will, at a minimum, hold a bachelor's degree (or higher), and for those who do not have formal credentialing via their undergraduate program (or alternative licensure program), they will pass a State Board approved content exam in the relevant subject area. The school will prioritize the hiring of "in-field" teachers who meet or exceed previous expectations set forth under "highly qualified" language within NCLB (now ESSA). For those teachers engaged in instruction connected to English Language Development, they will hold or be engaged in a state approved effort to obtain CLDE certification. For those teachers in Special Education roles, they will hold the requisite state license and endorsement, recognizing that Special Education licensure is a federal requirement and not waivable.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact:

The school anticipates that the requested waiver will have no financial impact upon CSI or the school.

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 the school, as per this Charter School Agreement.

Expected Outcome:

As a result of these waivers, the school will be able to employ professional staff possessing unique and relevant experiences, skills and/or background filling all staffing needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-63-202 Teacher Employment contracts in writing-duration-damage provision C.R.S. § 22-63-203 Teacher Employment, Compensation and Dismissal Act of 1990; Probationary Teachers- Renewal and Nonrenewal of Employment Contract</p>

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers

Rationale:

The Charter School Act gives the School the responsibility for its own personnel matters, including establishing its own terms and conditions of employment, policies, rules and regulations. School employees are “at-will,” making certain provisions of this rule inapplicable. The success of the School depends on its ability to select and employ its own staff and to terminate individual staff members it believes fall below the goals and objectives of the School. No other schools or CSI should have the authority to transfer its teacher into the school or transfer teachers from University Prep to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan:

The School has developed and will continue to use a written format, based on a one year time-frame, specifying the at-will basis for employment, as well as specifying salary and work conditions for use on an individualized basis.. University Prep will hire teachers on a best qualified basis while working diligently and thoughtfully to hire individuals who represent the student population being served. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, parenting, or marital status, veteran status, disability, or genetic information of an employee of applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcomed conduct regarding traits historically associated with race including hair texture, hair type, and protective hair styles, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros and headwraps.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact:

The school anticipates that the requested waiver will have no financial impact upon CSI or the school.

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 the school, as per this Charter School Agreement.

Expected Outcome:

The school 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. § 22-1-110 – Effect of Use of Alcohol and Controlled Substances to be Taught

Rationale:

University Prep will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all Physical Education and Health standards. As a charter school, University Prep is allowed a state waiver from C.R.S. § 22-32-109(1)(t) to allow it to determine its educational program and textbooks.

<p>Replacement Plan: University Prep will identify instructional materials and strategies to integrate these topics into the curriculum as necessary to meet all Physical Education and Health standards</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waiver will have no financial impact upon CSI or the school.</p>
<p>How the Impact of the Waivers 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 Charter School Agreement.</p>
<p>Expected Outcome: As a result of this waiver, University Prep will experience an enhanced educational program by being able to administer the school program keeping with the philosophy and mission as stated in the Charter School Agreement.</p>

<p>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</p>
<p>C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness – Assessments</p>
<p>Rationale: University Prep should have the authority to implement relevant curriculum and assessments that ensure students’ ultimate success against all Colorado Academic Standards while fully meeting the intent of the statute defining school readiness assessments for our youngest learners. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed regularly (daily, weekly, monthly, quarterly, and annually) due to the present curriculum, assessments, and overall programmatic elements of the school. This includes ensuring all kindergarteners are assessed across this spectrum for kindergarten readiness within the first 60 days of the school year. Further, support is readily available through numerous avenues within our existing program with a wide variety of teachers, leaders and additional support staff available to play a role in ensuring all children’s needs are met.</p>
<p>Replacement Plan: Every kindergarten student at University Prep- Commerce City will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS § 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the Colorado Charter School Institute, and University Prep- Commerce City will report this data, as required by State law.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>

Financial Impact:

The school anticipates that the requested waiver will have no financial impact upon CSI or the school.

How the Impact of the Waivers Will be Evaluated:

This waiver will be evaluated through the quality and efficacy of the plans established for kindergarten students who have a need in one or more of the four areas of focus identified in support of school readiness.

Expected Outcome:

As a result of these waivers, the school will not only be able to identify where children may have additional needs as they start their K – 12 education, but plans in place to support key areas of need and critical information to share with families as the school and home work together to ensure the success of all children.

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

C.R.S § 22-33-105(7)(b) Suspension, Expulsion and Denial of Admission

Rationale:

As a CSI charter school, the School 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 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. § 22-33-105(2.5).

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact:

The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.

How the Impact of the Waivers Will be Evaluated:

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.

Expected Outcome:

The outcome will be a fair and supportive process for the School to make appropriate determinations regarding suspensions, expulsions, and denial of admissions at the local level, with administrative oversight by CSI.