

EXHIBIT C: REQUESTED WAIVERS

Contact Information	
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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 to 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

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, the school must be granted the authority to develop its own financial policies and practices.
Replacement Plan: The School, rather than the Charter School Institute (“CSI”) will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, the School, rather than CSI, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School 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: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(n)(I) 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) Board of Education – Teacher Pupil Contact Hours
Rationale: The school year at Colorado International Language Academy will total approximately 165 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least minimum required time as detailed in state law.
Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the District. The final calendar and the school’s daily schedule will be designed by the School’s Board of Directors and will meet or exceed the requirements in state statute. To the extent possible, the school will endeavor to develop a calendar that aligns with the District calendar. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute

for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change.

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

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

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

**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 Charter School Institute (“CSI”) charter school, the School’s governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).

Replacement Plan: 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. § 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.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. 22-63-201 Employment Certificate Required**

Rationale: The school and its Principal or designee must have the ability to hire qualified and unlicensed individuals in order to meet the academic and language requirements of our program.

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 or country, 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 school employees 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. 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 teaching designations, and years of experience of teachers or any other requirements promulgated by CDE.

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

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

How the Impact of the Waivers Will be Evaluated: The waiver allows the school to be able to hire teachers of foreign languages or unlicensed teachers to fill the instructional needs of the language immersion program, regardless of their country of origin or experience.

Expected Outcome: The school will be able to maintain a strong native language speaking staff and assure a strong language immersion program with is the mission of the school. In addition, if unable to locate licensed teaching staff, it allows the school to locate highly qualified individuals to meet the instructional needs while seeking licensing in the process.

**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 Non-probationary 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, the School 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 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 the School will be employed on an at-will basis. The School has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of the teacher. As a result of these waivers, the School will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. The School will hire teachers on a best-qualified basis. There is no provision for transfers within the Charter School Institute "CSI". 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 sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

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

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

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter 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. 22-2-112(1)(q)(I) Commissioner - duties

C.R.S. 22-9-106 Local boards of education duties - performance evaluation

Rationale: The school and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License this should not preclude him or her from administering the evaluations under the direction of the Principal. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school will 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) but will still report on in-field/out-of-field.

Replacement Plan: Instead, the school will use its own evaluation system as agreed to in the charter contract with the Charter School Institute ("CSI"). The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be

trained in this evaluation system and the methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, be based on research-based practices guiding the science of reading, 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. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. 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.

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

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

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 the school, as set forth in the charter contract.

Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its Performance Appraisal 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.