

Non-Automatic Waivers from State Statute:

| Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan |
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| C.R.S. § 22-9-106 — Local Board of Education; Duties Certificated Personnel Evaluations. C.R.S. § 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings). |
| Rationale: The School uses its own evaluation system. The School’s evaluation system will continue to meet the intent of the law as outlined in statute. Additionally, the School 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) but will still report on in-field/out-of-field. |
| Replacement Plan: The methods used for CMA’s evaluation system include 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 meeting the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. In addition, the evaluation data is used to inform professional development decisions for each teacher. All staff have been trained in the CMA evaluation system. |
| Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District. |
| Financial Impact: CMA anticipates that the requested waivers will have no additional financial impact upon the District or the School. |
| 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 a whole, as per the charter contract. |
| Expected Outcome: With this waiver, the School will be able to implement its program and evaluate its teachers in accordance with its evaluation system and in alignment with state directives, which is designed to produce greater accountability and be consistent with the School’s goals and objectives. This will benefit staff members, students, and the community. |

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| C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) — Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar |
| Rationale: CMA must be able to set its own school calendar to best meet the needs of its students. |
| Replacement Plan: The School will work with its community to develop its own school calendar as approved by the CMA Governing Board and its administration. The school year at CMA will meet the minimum required school days and contact hours as required under Colorado law. CMA will be responsible for defining and enforcing reasonable attendance and absence policies rather than Colorado Springs School District 11 (the “District”). The plan will meet or exceed the expectations set forth in Colorado law. |

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| Financial Impact: CMA anticipates that the requested waivers will have no additional financial impact upon the District or the School. |
| 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 a whole, as per the charter contract. |
| Expected Outcome: CMA expects that as a result of this waiver it will be able to implement its curriculum appropriately and ensure that students meet the educational and performance standards of the School. |

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| C.R.S. § 22-32-109(1)(b) — Local Board Duties concerning competitive bidding |
| Rationale: In accordance with state law, CMA will be responsible for its own contracting for goods and services. |
| Replacement Plan: CMA will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the CMA Governing Board and school leader in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation and prior dealings. All goods and services must be included in the board-approved budget. CMA shall not purchase goods or services from any members of the Governing Board, an immediate family member or any member of the Governing Board nor from any entity in which any member of the Governing Board or an immediate family member of a Governing Board member may benefit from such a procurement, unless authorized by the Governing Board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. CMA reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the school. The CMA Governing Board reserves the right to waive any informality, or reject, any and all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening bids. Any bid received after the time and dates specified will not be considered |
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| Financial Impact: CMA anticipates that the requested waivers will have no additional financial impact upon the District or the School. |
| 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 a whole, as per the charter contract. |

Expected Outcome: As a result of these waivers, the School will select all goods and services in accordance with the terms and conditions set forth in the charter contract. As a result of this waiver, CMA 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 contract.

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C.R.S. § 22-32-110(1)(y) — Local Board Powers – Accept Gifts and Donations

Rationale: In accordance with state law, CMA will be responsible for determining its own budget and issues associated therewith.

Replacement Plan: CMA will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its charter contract, or any ethical or conflict of interest policies of CMA.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District.

Financial Impact: CMA anticipates that the requested waivers will have no additional financial impact upon the District or the School.

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 a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, CMA 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 contract.

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C.R.S. § 22-63-201 — Teacher Employment Act; Compensation & Dismissal Requirement to Hold a Certificate.

Rationale: In accordance with state law, CMA must be granted the authority to hire teachers and principals that will support the School's goals and objectives as determined by CMA.

Replacement Plan: CMA's intent is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The School will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field." The Principal will develop a professional development program for any teacher with a bachelor's degree not meeting the minimum subject matter credit hours to prepare them to pass a state-approved content examination in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. In addition, all employees of the School will meet applicable fingerprinting and background check requirements.

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| 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 a whole, as per the charter contract. |
| Expected Outcome: As a result of these waivers, CMA will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise. |

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| C.R.S. § 22-63-202 — Teacher Employment Act; Contracts in Writing, Damage Provision C.R.S. § 22-63-203 — Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties. C.R.S. § 22-63-203.5 — Nonprobationary portability |
| Rationale: CMA should be granted the authority to 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. Not every teacher who is successful in a more traditional public school will be successful at CMA. All employees of CMA will be employed on an at-will basis. |
| Replacement Plan: Employment at CMA will be on an at-will basis. Continued employment will be subject to a satisfactory performance evaluation(s) consistent with the employment policies and procedures created and adopted by the CMA Governing Board. |
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| Financial Impact: CMA anticipates that the requested waivers will have no additional financial impact upon the District or the School. |
| 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 a whole, as per the charter contract. |
| Expected Outcome: As a result of these waivers, CMA will be able to employ professional staff possessing unique skills and/or background filling all staff needs as they arise. |

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| C.R.S. § 22-63-205 — Exchange of Teachers C.R.S. § 22-63-206 — Transfer of Teachers |
| Rationale: CMA is granted the authority under the charter contract to select its own teachers. No other school or the District should have the authority to transfer its teachers into CMA or transfer teachers from CMA to any other schools, except as provided for in the charter contract. |

Replacement Plan: The School will hire teachers on a best-qualified basis. There is no provision for transfers.

Duration of Waivers: We formally request the waiver be in effect for the duration of our contract with the District.

Financial Impact: CMA anticipates that the requested waivers will have no additional financial impact upon the District or the School.

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 a whole, as per the charter contract.

Expected Outcome: As a result of this waiver, CMA will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.