

ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY
NON-AUTOMATIC WAIVERS



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)(i)	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

Ascent Douglas County requests the following “non-automatic” waivers from state statute and rule. These waivers are important in supporting the autonomy of the school to achieve its mission and vision aligned with the philosophy and program proposed in this charter application. Where a waiver from statute is approved, it will be assumed any corresponding rules will also be waived.

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CRS § 22-9-106. Local Board of Education-Duties-Performance Evaluation System.
Requires employee performance evaluations be performed by a person holding an administrative certificate (Type D).

CRS § 22-2-112(1)(q). Requirements for the Educator Preparation Program Report.

Rationale: The ACADC principal or designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. The Ascent Douglas County board of directors must also have the ability to perform the evaluation for the principal or designated head of school. 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: ACADC uses its own evaluation system as agreed to in the Charter School Agreement with the Colorado Charter School Institute (CSI). ACADC'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 Ascent Douglas County'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. The school will not be required to report its teacher evaluation data through the TSDL collection; 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 CSI or Ascent Douglas County.

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 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 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.

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CRS § 22-32-109(1)(n)(I). Board of Education-Specific Duties.
School Calendar.

CRS § 22-32-109(1)(n)(II)(B). Board of Education-Specific Duties.
Adoption of District Calendar.

Rationale: The number of days in the school year at Ascent Douglas County will exceed the statutory requirement. ACADC will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and ACADC may have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by ACADC and approved by the ACADC Board of Directors and will meet or exceed the

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expectations in state statute. 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 CSI or Ascent Douglas County.
How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.
Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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CRS § 22-32-109(1)(n)(II)(A). Board of Education-Specific Duties. Teacher Pupil Contact Hours
Rationale: Ascent Douglas County will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.
Replacement Plan: ACADC will prescribe the actual details of teacher-pupil contact hours, which are subject to review by CSI to ensure minimum statutory requirements are met. Hours will meet or exceed the current requirements in 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 CSI or Ascent Douglas County.
How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.
Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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C.R.S. § 22-7-1014(2)(a). Preschool individualized readiness plans - school readiness - assessments. Requires each district or school to administer the school readiness assessment to each kindergarten student.
Rationale: Ascent Douglas County should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being and motor development; social-emotional development; language and comprehension development; and cognition and general knowledge are assessed daily due to the current curriculum assessments. Support is readily available through numerous avenues based throughout the program.
Replacement Plan: Ascent Douglas County has a Kindergarten program utilizing the Core Knowledge curriculum that aligns to the Colorado Academic Standards (CAS).
1. Physical Well-Being and Motor Development:

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Students participate weekly in a structured recess that encourages gross motor development. Students are assessed on motor-development skills acquired throughout the year by our elementary physical education teacher.

Students participate weekly in art education meeting or exceeding state standards. Development of fine motor skills is achieved through drawing, painting, and creating projects. Students are assessed on fine motor skills acquired throughout the year. Students participate weekly in music education meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.

Students participate in daily writing exercise learning how to hold and manipulate a pencil and form their letters and numbers properly. Students are assessed throughout the year.

Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development within the first 60 calendar days of the school year.

2. **Social and Emotional Development**

Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess, and hallway expectations. Students are rewarded for the positive behavior they demonstrate.

Positive behavior in the classroom is reinforced with redirection and refocus, as well as individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-functions that help students pay attention, remember directions, and control their behavior.

Instruction in good character and virtue is integrated in the curriculum on a daily basis. This helps students develop social-emotional skills such as making friends, managing emotions and solving problems to set them on the path for social success and academic readiness.

Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards within the first 60 calendar days of the school year.

3. **Language and Comprehension Development**

Students receive 65 minutes of instruction each day in the Riggs phonics language arts curriculum. This is a comprehensive program for writing, spelling, reading, listening, and speaking that builds vocabulary and knowledge. Students master the basic phonetic components of the English language in order to decode and encode fluently. Students are also taught vocabulary through daily reading, language arts skills that are essential for comprehension. Each skill is assessed weekly. An overall assessment of reading fluency is administered monthly.

A READ Act compliant assessment is administered three times per year beginning within the first 60 calendar days of the school year. Any student who does not achieve benchmark is progress monitored every two to three weeks. Students not making benchmark progress are assessed to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive assessment administrations, the student is placed on a READ plan and given an additional 30 minutes of small group instruction.

4. **Cognition**

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- **School culture.** Students are immersed daily in a school culture that emphasizes learning for its own sake (rather than for a grade, for example). This school culture has resulted in a student body that collectively demonstrates positive approaches to learning, motivation, engagement, all evidenced by an extensive record of academic achievement.
- **Culture of leisure and play.** Students are afforded daily supervised play time in recess, as well as in-class leisure time. This provides frequent opportunities for students to engage in dramatic play, to explore and imagine and invent.
- **Core Knowledge science.** Students are regularly instructed in classification skills in the context of science class, specifically: classifying plants and animals, the parts of the human body, and types of weather.
- **Singapore Math.** Students have rigorous Singapore Math daily. This curriculum specifically teaches students to identify all possible strategies for solving a given problem.
- **Cognition assessment.** Within the first 60 calendar days of the school year, students are assessed on their cognitive development. Assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

5. General Knowledge - Math

- Students receive 40 minutes of math instruction using Singapore's math curriculum. This research-based curriculum is widely recognized for its success in teaching students number concepts and operations, spatial relationships, measurement, and patterns.

Within the first 60 calendar days of the school year, students are assessed on their mathematics development, with the first administration taking place within the first 60 days of the year. NWEA MAP tests are administered in mathematics two to three times each year. Students are assessed regularly on their progress in Singapore math. Students who fall behind are given additional time with a teacher aide.

6. General Knowledge – Literacy

Students receive 65 minutes of instruction each day in the Riggs phonics language arts curriculum. This is a comprehensive program for writing, spelling, reading, listening, and speaking that builds vocabulary and knowledge. Students master the basic phonetic components of the English language in order to decode and encode fluently. Students are also taught vocabulary through daily reading, language arts skills that are essential for comprehension. Each skill is assessed weekly. An overall assessment of reading fluency is administered monthly.

A READ Act compliant assessment is administered three times per year beginning within the first 60 calendar days of the school year. Any student who does not achieve benchmark is progress monitored every two to three weeks. Students not making benchmark progress are assessed to determine the literacy area most in need of improvement. If the student is far below benchmark on two consecutive assessment administrations, the student is placed on a READ plan and given an additional 30 minutes of small group instruction.

Any student not making adequate growth in any of the above areas receive intervention strategies in small groups or 1:1 instruction. Intervention plans are developed and review

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with our Student Services Department quarterly. The information reviewed includes results of formal assessments, informal assessments, and developmental checklists. This information is housed in an internet based data management system of the school's choosing, to bring together achievement data from many sources, generate student and summary reports, and allow for distribution to appropriate personnel.

If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist; Special Education Teacher; Counselor or Mental Health Therapist for further assessment. These assessments results are held in Enrich.

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 C.R.S § 27-7-1014(2)(a).

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

Financial Impact: Ascent Douglas County anticipates that the requested waiver will have no financial impact upon CSI or ACADC.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County's curriculum and overall program design.

Expected Outcomes: Ascent Douglas County will continue to provide appropriate assessments and support in all academic content areas. This will ensure student success in higher levels of learning in all academic content areas.

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CRS § 22-32-120. Food Services.

Provides rules and requirements for food service

CRS § 22-30.5-517. Healthy Beverages.

Prohibits the sale of beverages not meeting nutritional guidelines

1 CCR 302-2. Rules on Administration of the Healthy Beverages Policy

22-30.5-524, CRS. Children's Nutrition - No trans fats in school foods

Rationale: Ascent Douglas County will be operating independently of other schools in CSI and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement. ACADC notes some of the assumptions behind these statutes are not agreed upon in the field of nutrition and are increasingly being questioned. ACADC currently holds waivers related to these topics.

Replacement Plan: The board of directors of ACADC will adopt policies and the principal or designated head of school will prescribe rules and regulations that ensure children have access to nutritious and healthy food options. ACADC recognizes these waivers will not apply should the school decide to participate in the nation school lunch program.

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 CSI or Ascent Douglas County.
How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, ACADC will set its own policies in keeping with the philosophy and mission as stated in the Charter School Agreement.

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<p>CRS § 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.</p> <p>CRS § 22-63-202. Teacher employment, contracts in writing-duration-damage provision</p>
<p>Rationale: Ascent Douglas County should be granted the authority to hire teachers and principals who will support the school's goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks. 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, 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 ACADC will be employed on an at-will basis.</p>
<p>Replacement Plan: Ascent Douglas County'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. All teacher employment contracts will be completed and provided in writing.</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 waivers will have no financial impact on CSI or Ascent Douglas County.</p>
<p>How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: 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.</p>

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CRS § 22-63-203. Probationary Teachers - renewal and non-renewal of employment contract.

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

CRS § 22-63-203.5. Nonprobationary portability

CRS § 22-63-205. Exchange of teachers - exchange educator interim authorization.

CRS § 22-63-206. Teacher Employment, Compensation and Dismissal Act.

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

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 should have the authority to develop compensation plans that are most aligned with the interests of its charter school teachers and staff. 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 a 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.

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

Financial Impact: The school anticipates that the requested waivers will have a positive financial impact on Ascent Douglas County and no impact on CSI.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.

Expected Outcome: 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.

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CRS § 22-32-109(1)(b). Local Board duties concerning competitive bidding.

CRS § 22-32-110(1)(y). Local Board Powers.

Accepting gifts, donations, and grants

Rationale: Ascent Douglas County should be granted the authority to develop its operating policies, consistent with the Charter School Act. This policy has been an automatic waiver granted to all charter schools until recently.

Replacement Plan: The School 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 is in the best position to know what goods and services are needed and

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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 CSI or Ascent Douglas County.
How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.
Expected Outcome: 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.

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CRS § 22-63-204. Interest Prohibited. Receiving money from the sale of goods
Rationale: As provided for in the Charter School Agreement, all staff employed at Ascent Douglas County are employees of the school and not of CSI. As a result, the authority of the employing board to provide written consent in these matters should be transferred to ACADC.
Replacement Plan: Ascent Douglas County will follow its Board Policies and the Charter School Agreement as approved by CSI.
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 CSI or Ascent Douglas County.
How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, ACADC will be able to administer the school program in keeping with the philosophy and mission as stated in the Charter School Agreement.

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22-1-110, CRS. Effect of Use of Alcohol and Controlled Substances to be Taught Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.
Rationale: CSI has granted Ascent Classical Academy the authority to determine the educational program and curriculum for the school.
Replacement Plan: Ascent Douglas County offers a broad curriculum that meets the Colorado Academic Standards for Comprehensive Health and Physical Education, to include the sub-standards: Physical and Personal Wellness, Emotional and Social Wellness, and Prevention and Risk Management, to which alcohol and controlled substance education apply.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The requested waivers will have no financial impact on CSI or Ascent Douglas County.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Ascent Douglas County 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 and executing the curricular autonomy it is guaranteed.

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CRS § 22-30.5-505(3)(f). Institute Board – powers and duties – rules.

Requires the school to assist with concurrent enrollment.

CRS § 22-30.5-525. Individual career and academic plans.

301-81, CCR. Rules Governing Individual Career and Academic Plans

Rationale: Ascent Douglas County is granted the authority to establish its own curriculum and academic program. It should be allowed the autonomy to help prepare its students for life after graduating the school. This statute requires a school to create a plan for its students that directs the students' course selection and includes other requirements not aligned to the mission and vision of the school, affecting its autonomy and program.

Replacement Plan: ACADC has a challenging and well-defined core course requirement for graduation. School staff will work with students and parents to help advise students on how to reach their goals for life after graduating ACADC, whether they chose college, career, or another path.

The school will establish its own policies for what will be included in a student's ICAP, that at a minimum will:

- Begin in the 9th grade and be reviewed with students annually;
- Be captured in paper or electronic format to be saved with the student's record;
- Encompass individual/self-discovery, career exploration, and academic planning.

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 CSI or Ascent Douglas County.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Douglas County, as set forth in this Charter School Agreement.

Expected Outcome: The school expects as a result of this waiver it will be able to offer a more meaningful post-secondary education readiness program for its students, aligned to the school's mission and vision, that meets the intent of these statutes and rules.

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C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals

Rationale: As a 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 policies and procedures 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 the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.