



Ascent Classical Academy of Northern Colorado Approved Waivers

Automatic Waivers	
Statutory Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k)(I), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

Ascent Classical Academy Northern Colorado 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.

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

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.

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

Rationale: The ACANC principal or designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an administrative license certificate, this should not preclude him or her from administering the evaluations under the direction of the head of school. The Ascent Classical Academy 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: ACANC uses its own evaluation system that meets the intent of the law as outlined in statute. Staff are annually trained in this evaluation system and the methods used for Ascent Classical Academy’s evaluation system include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, are based on research- based practices guiding the science of reading, 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. The school will not be required to report its teacher evaluation data through the 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 authorizer or Ascent Classical Academy.

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.

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

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.

C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours

Rationale: The school year at Ascent Classical Academy will total approximately 170 days per year, which exceeds the current contact hour requirement in state law. The school will always meet at least the minimum required as detailed in state law.

Replacement Plan: ACANC 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 geographic district. The final calendar and the school’s daily schedule will be designed by ACANC and approved by the ACANC Board of Directors and will meet or exceed the expectations in state statute. In accordance with Charter School Institute (“CSI”) policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to 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 the authorizer or Ascent Classical Academy.
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 Classical Academy, 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.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>CRS § 22-32-120. Food Services. Provides rules and requirements for food service</p> <p>C.R.S. § 22-30.5-517 and 1 CCR 302-2. Healthy Beverages Prohibits the sale of beverages not meeting nutritional guidelines</p> <p>C.R.S. § 22-30.5-524 Children’s Nutrition No trans fats in school foods</p>
<p>Rationale: Ascent Classical Academy will be operating independently of other schools 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. ACANC notes some of the assumptions behind these statutes are not agreed upon in the field of nutrition and are increasingly being questioned.</p>
<p>Replacement Plan: The board of directors of ACANC have adopted 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. ACANC recognizes these waivers will not apply should the school decide to participate in the national school lunch program.</p>
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 authorizer or Ascent Classical Academy.
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 Classical Academy, as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, ACANC will set its own policies in keeping with the philosophy and mission as stated in the Charter School Agreement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<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>Rationale: Ascent Classical Academy 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.</p>

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, 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. Core instructional staff 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 area. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, 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 authorizer or Ascent Classical Academy.

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 Classical Academy, 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.

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

CRS § 22-32-110(1)(r). Exclusion Materials from Schools and Libraries

Excludes materials found to be immoral or pernicious from schools or libraries.

Rationale: The authorizer has granted the Board of Directors of Ascent Classical Academy the authority to determine the educational program for the school. ACANC should be delegated the authority to establish and maintain appropriate standards for material acceptable in its school in accordance with the Charter School Agreement.

Replacement Plan: The Ascent Classical Academy have established its own policy on what is acceptable in the school.

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 authorizer or Ascent Classical Academy.

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 Ascent Classical Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Ascent Classical Academy will set its own policies in keeping with the philosophy and mission as stated in the Charter School Agreement.

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

CRS § 22-1-110. 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: The authorizer has granted Ascent Classical Academy the authority to determine the educational program and curriculum for the school.

Replacement Plan: Ascent Classical Academy 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 the authorizer or Ascent Classical Academy.

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 Classical Academy, as set forth in the Charter School Agreement.

Expected Outcome: As a result of this waiver, Ascent Classical Academy 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.

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

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

Requires the school to assist with concurrent enrollment.

C.R.S. § 22-30.5-525 Individual career and academic plans.

C.C.R. 301-81 Rules Governing Individual Career and Academic Plans

Rationale: ACANC 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: ACANC 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 from the school, 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 duration of the contract.

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

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.

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

C.R.S. § 22-33-105(7)(a)(II) Process for Disciplinary Appeals

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 the Colorado Charter School Institute ("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 has developed 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 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 the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.