



Contact Information

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Automatic State Waivers

Charter School 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)(l), 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)	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



Non-Automatic Waivers

On behalf of Ascent Classical Academy of Northern Colorado ("ACANC"), Ascent Classical Academy of Northern Denver ("ACAND"), Ascent Classical Academy of Douglas County ("ACADC"), and Ascent Classical Academy of Grand Junction ("ACAGJ"), Ascent Classical Academy Charter Schools ("ACACS") requests the following "non-automatic" waivers from state statute and rule.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
CRS § 22-9-106. Local Board of Education-Duties-Performance Evaluation System.	
CRS § 22-2-112(1)(q)(I). Requirements for the Educator Preparation Program Report.	
Rationale:	The principal or designated head of school at each ACACS 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 ACACS Board of Directors must also have the ability to perform the evaluation for the principal or designated head of school. Additionally, each 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:	ACACS 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 the 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 schools will not be required to report teacher evaluation data through the applicable state collections; however, teacher performance data will be reviewed by each 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:	ACACS anticipates that the requested waivers will have no financial impact on the Colorado Charter School Institute ("CSI") or ACACS.
How the Impact of the Waivers will be Evaluated:	Since teacher performance has a critical impact on the performance of each school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to each school, as set forth in the charter contract.
Expected Outcome:	With this waiver, each 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: Each school will prescribe the actual details of its own calendar to best meet the needs of its students. As such, the schools will have a calendar that may differ from the rest of the schools within the geographic district. The schools will always meet at least the minimum required time as detailed in state law.

Replacement Plan: The final calendars and each school's daily schedule will be adopted by the ACACS Board of Directors, school administration, or both, will meet minimum time as detailed in state law, and consider the unique needs of each school community. The ACACS Board may adopt a policy that specifies how and when a calendar is adopted and how changes are to be made. A copy of the calendar will be distributed to parents of each school. In accordance with Charter School Institute ("CSI") policy, each 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: ACACS anticipates that the requested waivers will have no financial impact on CSI or ACACS.

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 each school, as set forth in the charter contract.

Expected Outcome: As a result of these waivers, ACACS will be able to implement the necessary policies to increase student achievement.

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

CRS § 22-32-120. Food Services.

C.R.S. § 22-30.5-517 and 1 CCR 302-2. Healthy Beverages

C.R.S. § 22-30.5-524 Children's Nutrition - No trans fats in school foods

Rationale: Each ACACS school 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 contract. ACACS notes some of the assumptions behind these statutes are not agreed upon in the field of nutrition and are increasingly being questioned.

Replacement Plan: The ACACS Board of Directors 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. ACACS recognizes these waivers will not apply should an ACACS school decide to participate in the national school lunch program.



Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: ACACS anticipates that the requested waivers will have no financial impact on CSI or ACACS.
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 each school, as set forth in the charter contract.
Expected Outcome: As a result of this waiver, ACACS will set its own policies in keeping with the philosophy and mission as stated in the charter contract.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
CRS § 22-63-201. Employment certificate required.
Rationale: ACACS should be granted the authority to hire teachers and principals who will support the network's goals and objectives. ACACS school leaders will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks.
Replacement Plan: ACACS 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 ACACS will be employed on an at-will basis and 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. ACACS will ensure that non-core instructional staff who do not meet one of these requirements will otherwise possess the relevant background or skills to fill the needs of the school. Special Education Teachers will hold the requisite state license and endorsement. Each 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: ACACS anticipates that the requested waivers will have no financial impact on CSI or ACACS.
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 each school, as set forth in the charter contract.
Expected Outcome: As a result of these waivers, each 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 § 22-1-110. Effect of Use of Alcohol and Controlled Substances to be Taught
Rationale: CSI has granted ACACS the authority to determine the educational program and curriculum for each school.
Replacement Plan: ACACS 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: ACACS anticipates that the requested waiver will have no financial impact on CSI or ACACS.
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 each school, as set forth in the charter contract.
Expected Outcome: As a result of this waiver, ACACS 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 contract and executing the curricular autonomy it is guaranteed.

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 ACACS Board of Directors 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 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 ACACS Board of Directors will carry out those functions. To ensure that each school is meeting the intent of the law, ACACS will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. ACACS has developed a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, each 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: ACACS anticipates that the requested waiver will have minimal financial impact ACACS and no financial impact on CSI.
How the Impact of the Waivers Will be Evaluated: Each school will be required to record all data involving suspensions and expulsions with access for review by both CSI and the ACACS Board of Directors. In addition, the ACACS Board of Directors 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 each school to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.