



Ascent Classical Academy of Douglas County Non-automatic Requests for Waivers of State Statutes and Rules

Ascent Classical Academy of Douglas County has been granted 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.

22-9-106, CRS. Local Board of Education-Duties-Performance Evaluation System

Requires employee performance evaluations be performed by a person holding an administrative certificate (Type D).

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

Rationale: The ACAD 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 Classical Academy of Douglas County board of directors must also have the ability to perform the evaluation for the principal or designated head of school.

Plan: ACAD uses its own evaluation system as agreed to in the Charter School Agreement with Douglas County School District R-1. ACAD’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for Ascent Classical Academy of 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.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

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.

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

School Calendar

22-32-109(1)(n)(II)(B), CRS. Board of Education-Specific Duties

Adoption of District Calendar

Rationale: The number of days in the school year at Ascent Classical Academy of Douglas County will exceed the statutory requirement. ACAD 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 ACAD 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 ACAD and will meet or exceed the expectations in state statute

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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.

22-32-109(1)(n)(II)(A), CRS. Board of Education-Specific Duties

Teacher Pupil Contact Hours

Rationale: Ascent Classical Academy of 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: ACAD will prescribe the actual details of teacher-pupil contact hours instead of the Douglas County School District. Hours will meet or exceed the current requirements in statute.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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.

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

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

Rationale: The Douglas County School Board has granted the Board of Directors of Ascent Classical Academy of Douglas County the authority to determine the educational program for the school. ACAD 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 has a waiver from this district policy as allowed under its curricular autonomy and will establish its own policy on what is acceptable in the school

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of Douglas County, 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.

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 Classical Academy 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

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

assessed daily due to the current curriculum assessments. Support is readily available through numerous avenues based throughout the program.

Plan: Ascent Classical Academy has a Kindergarten program utilizing the Core Knowledge curriculum that aligns to the Colorado Academic Standards (CAS).

1. Physical well-being and motor development:
 - 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.

2. Social-emotional development (based on the CAS)
 - 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.

3. Language and comprehension development (based on the CAS)
 - 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.
 - The *DIBELS Next* assessment is administered three times per year. Any student who does not achieve benchmark is progress monitored every two to three weeks.

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

Students not making benchmark progress are assessed with *DIBELS Deep* 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 and general knowledge (based on the CAS)
 - Students receive 40 minutes of math instruction using Singapore's math curriculum. This curriculum is aligned to the Colorado Academic Standards for math. Assessments are given every two weeks to monitor progress. Students who fall behind are given additional time with a teacher aide.
 - Science - Students are instructed on various topic including: Plants; Animals and their Needs; the Human Body (five senses, taking care of your body - exercise, cleanliness, health diet, and rest); Magnets; Seasons and Weather; and Conservation. Assessments are given regularly to monitor progress.
 - History and Geography - Students are instructed on various topics including:
Geography - Spatial Sense (working with maps and globes students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans, North and South Pole); an overview of the seven continents including landmarks and animals, Native American Peoples; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day) Presidents Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt and the current United States President); and United States Symbols (including the American Flag, Statue of Liberty, Mount Rushmore, and the White House). Assessments are given regularly to monitor progress.
 - Assessment information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

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 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 the Waiver: Ascent Classical Academy requests that the waiver be for the duration of its contract with Douglas County School District R-1. Therefore, the waiver is requested until June 30, 2023.

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

Financial Impact: Ascent Classical Academy anticipates that the requested waiver will have no financial impact upon Douglas County School District R-1 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's curriculum and overall program design.

Expected Outcomes: Ascent Classical Academy 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.

22-32-119, CRS. Kindergarten

Establishing and maintaining kindergarten

Rationale: The Douglas County School Board has granted the Board of Directors of Ascent Classical Academy the authority to determine the educational program for the school. ACAD should be delegated the authority to establish and maintain a kindergarten in accordance with the Charter School Agreement.

Replacement Plan: The educational program for Ascent Classical Academy is described in the approved Charter School Agreement and the kindergarten will follow the description.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of Douglas County, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, ACAD will experience an enhanced educational program by being able to administer the school program at kindergarten in keeping with the philosophy and mission as stated in the Charter School Agreement.

22-32-120, CRS. Food Services

Provides rules and requirements for food service

22-32-134.5, CRS. Healthy Beverages

Prohibits the sale of beverages not meeting nutritional guidelines

22-32-136, CRS. Children's Nutrition

Healthful alternatives – information – facilities- local wellness policy – competitive foods

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

22-32-136.3, CRS. Children's Nutrition - No trans fats in school foods

Foods with trans fats not allowed to be served in schools.

Rationale: Ascent Classical Academy of Douglas County will be operating independently of other schools in the Douglas County School District 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.

Replacement Plan: The board of directors of ACAD will adopt policies and the principal or designated head of school will prescribe rules and regulations. Ascent recognizes these waivers will not apply should the school decide to participate in the nation school lunch program.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of Douglas County, as set forth in this Charter School Agreement.

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

22-63-201, CRS. 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.

22-63-202, CRS. Teacher employment, contracts in writing-duration-damage provision

Rationale: Ascent Classical Academy of 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 ACAD will be employed on an at-will basis. All teachers at ACAD will meet the latest state guidelines for "highly-qualified" status.

Replacement Plan: Ascent Classical Academy'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

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

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."

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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.

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

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

Accepting gifts, donations, and grants

Rationale: Ascent Classical Academy of 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: ACAD has its own financial and operational policies in place that include competitive bidding and accepting gifts. The existing bidding requirements are included in the policies submitted in the charter application and require bids on purchases in excess of \$10,000 for a single item. ACAD and its purchasing agents will also abide by any federal and state guidelines pertaining to the source of funds used for a purchase.

Gifts and donations in excess of \$5,000 require board approval.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

professional staff possessing unique skills and/or background, filling all staff needs.

22-63-203, CRS. 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.

Rationale: Ascent Classical Academy of Douglas County 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 the regular public school will be successful at ACAD. All employees at ACAD will be employed on an at-will basis.

Replacement Plan: ACAD has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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.

22-63-204, CRS. Interest Prohibited

Receiving money from the sale of goods

Rationale: As provided for in the Charter School Agreement, all staff employed at Ascent Classical Academy of Douglas County are employees of the school and not of Douglas County School District. As a result, the authority of the employing board to provide written consent in these matters should be transferred to ACAD.

Replacement Plan: Ascent Classical Academy will follow Ascent Classical Academy Board Policies and the Charter School Agreement as approved by the Douglas County School District.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of Douglas County, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, ACAD will be able to administer the school program in keeping with the philosophy and mission as stated in the Charter School Agreement.

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

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

Rationale: Ascent Classical Academy of Douglas County is granted the authority under the Charter School Agreement to select its own teachers. No other school nor the Douglas County School District should not have the authority to transfer its teachers into ACAD or transfer teachers from ACAD to any other schools, except as provided for in the Charter School Agreement.

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

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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 manage its own personnel affairs. There is no provision for transfers.

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.

22-1-128, CRS. Comprehensive Human Sexuality Education

Specifies how, when, and content for human sexuality education to be taught in all grade levels.

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

Rationale: The Douglas County School Board has also granted the board of directors of Ascent Classical Academy of Douglas County the authority to determine the educational program and curriculum for the school.

Replacement Plan: Ascent Classical Academy of 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.

Duration of the Waiver: The school requests that this waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of Douglas County, as set forth in the Charter School Agreement.

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

22-32-109(1)(oo), CRS. Local board duties concerning career and academic plans

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

Rationale: Ascent Classical Academy of 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.

Replacement Plan: ACAD 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 ACAD, 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 as a minimum will:

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

Duration of the Waiver: The school requests that this waiver be for the duration of its

Ascent Classical Academy of Douglas County

Non-automatic Requests for Waivers of State Statute and Rules

contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2023.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Douglas County School District or Ascent Classical Academy of 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 Classical Academy of 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.