



Douglas County School District
Learn today. Lead tomorrow.

2018-2023

Ascent Classical Academy of Douglas County

As Approved by Resolution of the Douglas County School
District's Board of Education on August 1, 2017.

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Section One: Introduction and Recitals

This Contract, effective as of execution, is made and entered into between the Douglas County School District (the “District”) and the Ascent Classical Academy of Douglas County, a public charter school organized as a Colorado non-profit corporation (the “School”) (collectively, the “Parties”).

1.1 Reference to the Charter Schools Act.

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. § 22-30.5-101, *et seq.*, allowing for the creating and operating of charter schools within the state by its terms and for certain purposes as enumerated in C.R.S. §22-30.5-102.

1.2 Reference Submission Date for Application.

WHEREAS, on March 15, 2017 an Application was submitted by citizens of the District for formation of the School as a charter school to operate within the School District;

1.3 Reference Approval Date for Application and District Board Approval Resolution.

WHEREAS, on June 20, 2017 the School District’s Board of Education (“District Board”) adopted a Resolution (attached here as Attachment 1) approving the School’s charter school application and this Contract, subject to certain contingencies, granting the School a charter for an initial term of Five (5) years;

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments contained herein, the parties agree as follows:

Section Two: Establishment of School

2.1 Term.

This Contract is effective as of the date of execution and the School shall commence operation as a public charter school on July 1, 2018, which term shall continue through June 30, 2023. Although this Contract is for operation of the Charter School for a period of Five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

This Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal of the application.

2.2 Charter School Corporate Status.

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws.

A. Compliance with Contract. The Corporation will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with state, federal, and local law.

B. Corporate Purpose. The purpose of the corporation as set forth in its articles will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. § 22-30.5-101, *et seq.*

C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and

Bylaws of the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Appendix 11. Any material modification (as defined in Section 4.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the School District within ten (10) business days of its ratification or adoption by the Charter Board (as defined in Section 4.1 below).

D. Dissolution. Upon dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the School District. The Charter School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the School District.

E. Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

2.3 Charter School Legal Status.

The School is organized and maintained as a separate legal entity from the School District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity

Act, and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and is additionally subject to the Sunshine Law and the Open Records Act.

2.4 Pre-Opening.

The School shall meet all of the Pre-Opening Conditions described in the Board Resolution and in Attachment 2, by the identified dates. Failure to timely and substantially fulfill any material term of the Pre-Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for District intervention or revocation of the Charter pursuant to Section 3.2(l) or Section 12.3 of the Contract. The School District shall waive or modify the restrictions contained therein and shall grant the School an additional planning year, unless good cause is shown by the District as to why the School should not be granted an additional planning year. By entering in to this Contract, the School District recognizes that all conditions outlined in the approval resolution, attached hereto for purposes of showing application approval, adopted by the Board on June 20, 2017, are superseded and replaced by the resolution agreeing to adopt this contract, which is to be included, *inter alia*, as the pre-opening conditions outlined in Attachment 2.

Section Three: District-School Relationship

3.1 District Rights and Responsibilities.

A. Right to Review. The School shall operate under the auspices of and shall be accountable to the School District and subject to all applicable federal and state laws and regulations and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and state law and regulations shall,

subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to, the following:

- i. School records, including but not limited to, student cumulative files, policies, special education and related services;
- ii. Financial records;
- iii. Educational program material, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks and I-9 forms have been completed;
- v. School operation records, including health, safety and occupancy requirements; and
- vi. Results of inspection of the facility or facilities.

Notwithstanding anything to the contrary herein, the District shall not have access to documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or including documents that would otherwise be executive session minutes, or attorney client consultation in executive session. The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged to avoid disruption of the educational process.

B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.

C. School Health or Safety Issues. The School District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.

D. Access to Data and Information. The District will timely provide the School with access to data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act (ESEA) school improvement status, SPF, accreditation, special education, and funding information.

E. Accreditation Data and Process. The District shall provide to the School the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with Subsection D, above, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available

to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

3.2 School Rights and Responsibilities.

A. Records. The School agrees to comply with all federal, state, and School District record-keeping requirements, including those pertaining to students, governance, and finance. The School shall be notified within ten (10) business days following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted to the School website in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. At the time of the execution of this contract, the School District utilizes the Infinite Campus program and ACAD agrees to use Infinite Campus for all relevant purposes and to pay the standard rate for the use of Infinite Campus.

B. Notification Provided to the District.

i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:

- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
- b) Any complaints filed against the School by any governmental agency.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:
 - a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required by C.R.S. §22-30.5-110.7(a) and (b) (relating to fingerprinting and background checks) and other relevant laws as required;
 - d) Misappropriation of funds;
 - e) A default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more; or
 - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all,

of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.

D. Reports. The Charter School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year, as well as the District's Data Submission Timeline, attached hereto as Exhibit 12. Mutual agreement of the School and District is required before due dates are changed or additional reports are to be provided. Failure to upload or otherwise provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take action as outlined in Section 3.2.H.

i. Required financial reports in addition to posting financial data on-line in accordance with the Public School Financial Transparency Act, C.R.S. §22-44-301, *et seq.*

- a) Proposed budget –4/30
- b) Projected enrollment – 12/1
- c) Official budget approved by Charter Board – 6/30
- d) Quarterly financial reports – within 30 days of the close of the quarter
- e) Annual audit and ADE Transmission Details – 10/20

ii. School calendar for following year – 12/1

iii. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, and other safety and security information – 8/1

iv. Safe School Plan. C.R.S. § 22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in

advance by the District. The School and District will determine the party responsible for communicating the information to local first responders.

v. Governance Information.

- a) Charter Board membership (i.e., names/ contact info, terms) -- 8/15.
- b) Charter Board member conflict of interest disclosure forms – 8/15.
- c) Current Bylaws – within ten (10) business days after any material changes.
- d) Current Articles of Incorporation – within ten (10) business days after any material changes.

vi. Insurance certification – 8/15

E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor. The School expressly warrants that to the best of its knowledge, it will comply with all applicable laws, rules, and regulations surrounding the Colorado Public Employees Retirement Association. Additionally, the School indemnifies and will hold harmless the School District against any suits, claims, liabilities, demands, damages or the like resulting from any misclassification of workers providing services to the School including, without limitation,

any suits, claims, liabilities, demands, damages or the like owed to the Colorado Public Employees Retirement Association.

F. Procedures for Articles of Incorporation and Bylaw Amendments.

The School shall follow the requirements of the Colorado Revised Non-Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any material modifications, as defined in Section 4.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.

G. District-School Dispute Resolution Procedures.

All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education ("State Board") shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Contract or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the Chair of the Board of the Charter School and the Chair of the District Board, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- iii. In the event these representatives are unable to resolve the dispute informally pursuant to this

procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Charter Board and the District Board for their consideration. The submission to the boards shall be made in writing to the other party and to the Chairs for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Chairs of each party are required to place the item on the agenda at the earliest meetings for discussion by their respective boards. The Chairs are required to inform each other in writing of the resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The Chairs may elect to meet to identify possible solutions.

- iv. In the event that the matter is not resolved by the District Board and the Charter Board, then the matter shall be submitted to mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. Mediation will be used as a catalyst between the parties' interest in an attempt to bring the parties together to eliminate obstacles to communication. The mediator will not decide what is "fair" or "right."
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days

and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.

- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the mediation if the mediation is not successful in resolving the conflict between the parties.

H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation of this contract for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.

- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. §22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(8).
- ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency.

Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete required reports by the established deadlines.

- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.

I. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. § 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in a due process procedure below.

- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
- ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Chair of the Charter Board

or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.

- iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2(H)(i)-(iv).

J. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 3.2.G, file an appeal with the State Board, or seek other remedies provided by law.

K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. § 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

Section Four: School Governance

4.1 Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School's governing board ("Charter Board") will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract and the Schools Articles and Bylaws. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 3.2(F) of this Contract. As used herein, a "material modification" shall mean, *inter alia*, a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board, or changes the purpose of the entity.

4.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. § 22-30.5-101 *et seq.* and purposes ancillary thereto and in support thereof.

4.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection. The School shall conduct meetings consistent with principles of transparency and the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board.

4.5 Contracting for Core Educational Services.

The School District acknowledges that the School intends to contract with an education service provider (ESP) for implementation of its core educational program, to the extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that at all times complies with the guidelines outlined in Attachment 5, and is subject to prior review and comment by the School District before execution and modification. The School's assent to, and willingness to negotiate in good faith regarding, the inclusion or modification of certain provisions as requested by the School District in the ESP Agreement shall not be unreasonably withheld. To the extent the parties disagree about the reasonableness of the School District's request.

4.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The District encourages the School to adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

4.7 Volunteer Requirements.

Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. A copy of the School's volunteer policy shall be provided to the District.

Section Five: Operation of School and Waivers

5.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and as allowed by law): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and

adoption of policies and Bylaws consistent with the law and the terms of this Contract.

5.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually in accordance with C.R.S. § 22-9-106 or its replacement rationale, if waived.
- B. Employee Evaluations. The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. § 22-9-106, or its replacement rationale, if waived.
- C. Training. The Charter Board shall adopt a policy setting forth a board professional development calendar and providing funding for board training. Charter Board members will satisfactorily provide evidence of completion of the online charter school board training modules recommended by CDE, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board) or (b) being seated on the Board (for all new Board members), whichever comes first.

5.3 Transportation.

The District and the School acknowledge and agree that transportation is not provided to students attending the School by the District, unless separately arranged by contract. The School shall be solely responsible for providing transportation services, if any, to students attending the School (other than special education students who require transportation as a related service).

5.4 Food Services.

If the school will be providing food service, the School shall provide free and reduced price meals to needy students in accordance with Charter Board policy and applicable federal and state law. The District and the

School acknowledge and agree that the District will not provide food services to the School, unless separately arranged by contract.

5.5 Insurance.

The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and the School District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

Comprehensive general liability - \$2,000,000.

Officers, directors and employees errors and omissions - \$1,000,000.

Property insurance - As required by landlord.

Motor vehicle liability (if appropriate) - \$1,000,000.

Bonding (if appropriate).

Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

Workers' compensation - (as required by state law).

The District shall provide at least 60 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII." Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District's Risk Manager by 8/15 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail,

return receipt requested, sent to the School and the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.6 Waivers.

A. State Laws and Regulations

i. Automatic Waivers.

Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract, as set forth in rules adopted by the State Board of Education. The automatic waivers are listed in Attachment 6.

ii. Procedures for Non-Automatic Waiver Requests.

The District Board agrees to jointly request waiver of the state laws and regulations that are listed in Attachment 7 by providing a copy of this contract to the Colorado Department of Education for submission to the State Board, along with a replacement rationale provided by the School, for each waiver requested. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the School and the District shall meet to negotiate the effect of such State Board action.

- iii. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting to consider the adoption of a contract amendment reflecting said additional waivers. District approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that

representatives of the School and the District shall meet to negotiate the effect of such State Board action.

B. District Policy Waiver Requests

The School may request waivers from District policies, as set forth in Attachment 8. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

- a list of TMP related contacts (school staff)
- loading zone information and operation
- communication information and operation
- volunteer policies and training
- walk-in/bike-in procedures
- rules/regulations and fines
- parking management including special event parking and any agreements in place for off-site parking
- inclement weather procedures and guidelines
- busing information and operations
- alternative strategies to be invoked if/when original strategies become unsuccessful

The TMP shall be adhered to by the Charter School and must be readily available to all parents and students. Any physical changes to the school site (such as building expansion, parking lot revision, stacking lane revision, etc.) or changes in enrollment will require an amendment to the TMP, in addition to local government land use approvals. TMP's and Traffic Impact Analyses are site specific, therefore, if a Charter School changes locations, a new TMP and Traffic Impact Analysis will be required. Any amendments to the TMP shall be coordinated with and approval sought from the local government jurisdiction.

5.7 Traffic Planning

Traffic issues and congestion are a common problem for Charter Schools and the neighborhoods that surround Charter Schools. Charter School site location and the process of student loading and unloading is critical for safe and efficient traffic operations both on school property and the surrounding roadway network. Charter School staff, parents and students need to be aware of this reality and participate in providing a safe and organized flow of traffic. To that end, a Transportation Management Plan (TMP) shall be developed by the Charter School administration staff and a Professional Traffic Engineer or Traffic Planner, with any assistance that the local government jurisdiction is willing to provide. The Charter School administration shall seek approval of the TMP by the local government jurisdiction. The TMP shall serve as the framework for morning drop-off and afternoon pick-up operations. The elements of the TMP will be used to develop the Charter School's Traffic Impact Analysis which identifies area roadway network improvements necessary to accommodate the traffic generated by the school. Components of the TMP shall include, as applicable:

Section Six: School Enrollment and Demographics

6.1 School Grade Levels.

The School may serve students in Grades PK-12.

6.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child

who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the District percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs, taking into account the demographics of other District schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that qualify for enrollment as described in the Enrollment Policy, Attachment 9.

6.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the enrollment necessary for financial viability, as reasonably determined by both parties.

6.4 Eligibility for Enrollment.

The School shall ensure enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy.

6.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 9. The School will use its own system to enroll students, and will provide information about enrolled students for validation in the School District's system after its annual lottery and once students are enrolled.

6.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.

To ensure that the needs of students with disabilities are met, the following procedures will be followed:

- A. Following the application deadline, and upon completing the lottery if appropriate, but prior to the final offer of enrollment, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.
- B. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan shall be provided to the School's multi-disciplinary IEP team immediately upon receipt of the IEP or 504 Plan.
- C. When an applicant has an IEP or Section 504 Plan, the School's multi-disciplinary IEP team shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school. If the LRE Placement in the IEP is moderate needs, the school shall make an offer of FAPE and the student shall be admitted. After the student is admitted the IEP team may convene an IEP meeting if necessary.
- D. When a student with disabilities whose LRE Placement in the IEP is a center-based program or separate school applies for admission to the School, the student's attendance at the School is contingent upon the determination by the multi-disciplinary IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the charter school. If the determination is that FAPE cannot be provided because the IEP cannot be implemented in the appropriate LRE Placement, the student's attendance at the School shall be

denied, and the District must place the student in another public school with a LRE where the IEP can be implemented. Additionally, an application for attendance at a charter school may be denied for a student seeking placement in a charter school in the same manner and for the same reasons as such application may be denied for a student without disabilities.

- E. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

6.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless waived) and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the School District. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the standard District administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied.

6.10 Expulsion and Denial of Admission.

The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and may be granted a waiver from corresponding District policies so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student as set forth in C.R.S. § 22-33-105. In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within 1 school day of the decision to expel. As part of such expulsion proceeding, the school shall offer the student an opportunity for a due process hearing before a District representative, including the opportunity to present appropriate testimony and evidence at the hearing. If a student is expelled from the School, the student will be considered to be expelled from the District as well. Unless services are purchased from the District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the District. The School shall code all suspensions and expulsions in accordance with the District's practices for its student information.

6.11 Continuing Enrollment.

Pursuant to Colorado state law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion,

graduation, court ordered placement, or placement in a different school pursuant to an IEP, and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District choice enrollment and transfer procedures.

Section Seven: Educational Program

7.1 Vision.

Ascent Classical Academy of Douglas County develops within its students the intellectual and personal habits and skills upon which responsible, independent and productive lives are built, in the firm belief that such lives are the basis of a free and just society.

7.2 Mission.

Ascent Classical Academy of Douglas County trains the minds and improves the hearts of young people through a classical, content-rich education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue in an orderly, disciplined environment.

7.3 School Goals and Objectives.

The School shall meet or make reasonable progress toward the goals and objectives set forth in the Charter Application.

A. District Accreditation. The School shall be accredited in accordance with District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational

Accountability Act of 2009, C.R.S. § 22-7-101 *et seq.*; the Education Reform Act, C.R.S. § 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. § 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. § 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of exceptional children as defined in such rules.

B. District Finance, Governance, and Operations

Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School shall be provided these standards in writing by District personnel prior to commencement of the term of this Contract. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. Finance, governance, and operations indicators may be incorporated into the accreditation indicators as set forth paragraph A, above.

C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework or its replacement and any additional federal, state, or District requirements and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

D. Student Welfare and Safety. The School shall comply with all District-approved safety policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

E. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

7.4 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program as outlined in its charter application, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

7.5 GED and On-Line Programs.

The School's educational program as contained in the application and currently operated and as reviewed by the District does not include an exclusively on-line program pursuant to C.R.S. § 22-33-104 *et seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

7.6 Curriculum, Instructional Program and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program in accordance with its Charter Application, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.7 Graduation Requirements

The School's graduation requirements are set forth in Attachment 13.

7.8 Tuition and Fees.

A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for Pre-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.

B. Fees. Student fees may be charged by the School only in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and § 22-32-117.

C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

7.9 English Language Learners.

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.

7.10 Education of Students with Disabilities.

A. The cost for any special education services provided by the School District is described in the Purchased Service Agreement as it may be amended from time to time. The School District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities as set forth in the student's IEP or 504 plan, it shall be the responsibility of the School District.

- B. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the School District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the School District's position, if reasonable, shall control. Nothing in this section shall prevent either party from electing to expend its own funds to settle a disputed special education matter. Should the District expend funds to settle a special education matter, it may also reasonably allocate such expenditure between itself and the School. If the School disputes the District's allocation, it may pursue dispute resolution pursuant to Paragraph 3.5 of this contract.
- C. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- D. The School's special education teachers may participate in monthly staff and professional development meetings sponsored by the District. Newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and may be supported by a mentor selected by the District throughout the first year of employment.
- E. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- F. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.
- 7.11 Extracurricular and Interscholastic Activities.**
- Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may participate in extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law with the District schools of charter-enrolled students seeking to participate in activities not otherwise sponsored by the School. For athletic activities, the student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.
- The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such

participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

7.12 Collaboration with District.

- A. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.
 - B. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.
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Section Eight: Financial Matters

8.1 Revenues.

A. District Per Pupil Revenue Funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. § 22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. § 22-54-124, less deductions for purchased services as agreed to in writing by both parties, less other deductions as provided herein and adjusted as provided herein. Any subsequent Department audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the

name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting of all of its charges to the school for central administrative costs within 90 days after the end of the fiscal year as required by law. The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party.

B. Bond and Mill Levy Funds.

i. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.

ii. Mill Levy. Pursuant to C.R.S. § 22-30.5-118 and C.R.S. § 30.5-119, if the School District has a planning committee regarding a potential Mill Levy ballot

question for the electorate, the School District must allow the charter schools authorized by the School District to have at least one representative on the School District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the School District shall cooperate in determining the representative(s). The School District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools. The additional local revenues that the School receives as a result of inclusion in a district ballot question are in addition to, and do not replace, the moneys the School receives from the District pursuant to C.R.S. § 22-30.5.112 through § 22-30.5-112.3.

C. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Classical Education Act (ESEA) funding (e.g. Title I, Title II, Title III, Title IV and Title V) or its equivalent received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

D. State Categorical Aid. On or before January 15 of each year, the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible

(including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds.

E. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and Federal grants.

8.2 Disbursement of Per Pupil Revenue.

A. Disbursement of District Per Pupil Revenue Funding.

Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue funding as described in Section 8.1.A shall be disbursed to the School in monthly installments, subject to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2(B) Funds shall be disbursed within five (5) days of being received by the District.

B. Adjustment to Funding. The School District's disbursement of funds shall be adjusted as follows: On or about 12/15 of each year, funding shall be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. Funding as of 12/15 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding after the

December true-up to equal the PPR provided for in this Contract shall be made by direct payment to the School or the District. Any adjustment for an increase in funding from July 1 through the date of payment shall be paid to the School as a lump sum payment.

8.3 Budget.

On or before 4/30 of each year, the School shall submit to the District its proposed budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2(I).

8.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by December 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR Reserve.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution (TABOR Reserve). The School shall establish a TABOR Reserve account and ensure that balances are appropriate, in keeping with

Colorado Constitutional requirements and consistent with state and District policies and law.

8.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School shall include the following provisions:

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

8.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. A final audit shall be provided to the District in written form by October 20 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If, for causes within the School's control, the audit is not provided to the District by October 20 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by the due date is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE, unless the School requests an extension in accordance with CDE policy.

8.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §22-44-301 *et seq.* Such reports shall be submitted to the District no later than forty-five (45) days following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

8.9 Non-Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without District approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section Nine: Personnel

9.1 Employee Status.

All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship shall be controlled by the School's Employee Handbook. The Handbook may be amended or revised at the discretion of the School.

- i. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by State and federal

applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and § 22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks.

Section Ten: Purchased Services Contract with the District

10.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(b)(5). Such negotiations shall be concluded by March 15 of the year preceding that to which the costs apply. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1A above.

10.2 District Services.

Except as is set forth in Attachment 10, which provides for the purchase of special education and other District services, the School shall not be entitled to the use of or access to District services, supplies, or facilities beyond the rights and privileges that other District schools enjoy. Such agreements by the District to provide services to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed to in writing.

Section Eleven: Facilities

11.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide to the District a copy of the lease, deed, or other facility agreement granting the School the right to use the same. The School shall comply with the provisions of C.R.S. § 22-32-124, regarding building codes and zoning, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 3.1 above.

11.2 Use of District Facilities.

The School may not use School District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of Use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to, but may, provide an alternative facility for use by the School to operate the School.

11.4 Long-Range Facility Needs.

When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

Section Twelve: Charter Renewal, Revocation and School-Initiated Closure

12.1 Renewal Timeline and Process.

The School shall submit its renewal application no later than December 1 of the year prior to the year in which the charter expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the rationale supporting the renewal or non-renewal recommendation. The District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board concerning its renewal request. If the District Board does not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal Application Contents.

In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation and other indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due.

12.3 Criteria for Renewal or Non-Renewal and Revocation.

The School District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to the following:

- A. Pursuant to C.R.S. § 22-11-210(1)(d), if the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- C. The School District shall comply with all guidelines found in C.R.S. § 22-30.5-110 and any other relevant

provisions regarding renewal, non-renewal and revocation.

12.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.J. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 3.2(I)) for breach.

12.5 School-Initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year.

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to make its best efforts to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.7 Return of Property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to assume and comply with the terms of the lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

Section Thirteen: General Provisions

13.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

13.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the parties.

13.3 Merger.

This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and

discussions are merged herein and superseded by this Contract.

13.4 Non Assignment.

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

13.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

13.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

13.7 No Waiver.

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the

provisions of this Contract shall constitute a waiver of any other breach.

13.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 Severability.

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

13.10 Interpretation.

A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.

B. Business Days. As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the state of Colorado are closed.

C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the

parties shall have the same effect as original signatures.

D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or

inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

Ascent Classical Academy of Douglas County

By: Bob Williams

Title: Chairman

Signed under protest for unilateral imposition of terms.

(P)

Attest: Trish Hoffman
Secretary

Douglas County School District RE-1

By: Margaret Stratt — 29 AUGUST 2017
President, Board of Education

Attest: Tammy Taylor 08-29-2017
Secretary

Attachment 1: District Board Resolution Approving the Charter School Application

RESOLUTION 8–1–2017 – Ascent Classical Academy Contract

RESOLUTION OF THE BOARD OF EDUCATION

OF

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

CONCERNING A CHARTER CONTRACT BETWEEN THE DOUGLAS COUNTY SCHOOL BOARD AND ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY

WHEREAS, on March 15, 2017, the Board of Education ("Board") of the Douglas County School District RE-1 ("District") received a charter school application for the establishment of Ascent Classical Academy of Douglas County ("Ascent") as a district charter school; and;

WHEREAS, on June 20, 2017, the Douglas County School District (DCSD) Board of Education approved a Conditional Resolution approving the charter application of Ascent, which resolution contained a number of terms and conditions for contract approval;

WHEREAS, the resolution adopted by the DCSD Board included certain performance milestones and other conditions to be met in connection with a five (5) year contract, some which are hereby incorporated into this contract resolution; and;

WHEREAS, Ascent is in the process of complying with the terms of the Conditional Resolution, and is seeking a location for a permanent facility;

WHEREAS, Ascent has applied or will apply for the Federal Charter School Support Program startup grant, which requires that the recipients have an executed charter contract in order for federal funds to be disbursed;

NOW, THEREFORE, BE IT RESOLVED by the Douglas County School Board that the Ascent Charter Contract is hereby approved for a five-year period for a projected opening in the fall of 2018 with certain academic, operational, and financial milestones as described in (1) either Version 3.2 of Ascent's proposed contract OR DCSD Staffs proposed contract; and (2) either Ascent's Attachment 2 or DCSD Staff's Attachment 2.

1. Ascent's proposed version of Section 3 .2 of the Contract is attached as Exhibit 1.

Approved: ____ Not Approved: ____

2. DCSD Staff's proposed version of Section 3.2 of the Contract is attached as Exhibit 2.

Approved: __X__ Not Approved: ____

3. Ascent's proposed version of Attachment 2 is attached as Exhibit 3.

Approved: ____ Not Approved: ____

4. DCSD Staff's proposed version of Attachment 2 is attached as Exhibit 4.

Approved: __X__ Not Approved: ____

BE IT FURTHER RESOLVED that in the event any of these aforesaid milestones are not timely met by the Ascent board, District staff may undertake the remedies contained in Section 2.4 of the proposed contract, or a review of Ascent's governance and operations, and may recommend such modifications to the contract and/or Ascent's policies as will ensure timely compliance with the milestones.

BE IT FURTHER RESOLVED that this decision be communicated to Ascent as soon as practicable.

Approved this 1st day of August 2017, by a vote of 4–3.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

BOARD OF EDUCATION

By: Meghann Silverthorn, President

ATTEST:

By: Tammy Taylor

Secretary, Board of Education

Attachment 1: District Board Resolution Approving the Charter School Application

RESOLUTION 6–20–2017 – Conditional Approval of the Charter Application of Ascent Classical Academy – Douglas County

RESOLUTION OF CONDITIONAL APPROVAL OF THE BOARD OF EDUCATION

OF

DOUGLAS COUNTY SCHOOL DISTRICT RE–1

CONDITIONAL APPROVAL OF THE CHARTER APPLICATION OF ASCENT CLASSICAL ACADEMY – DOUGLAS COUNTY

WHEREAS, on March 15, 2017, the Board of Education ("School Board") of the Douglas County School District RE–1 (the "School District") received a charter school application from the founders of Ascent Classical Academy–Douglas County – a proposed Colorado nonprofit K–12 charter school, ("Applicant")–for the establishment of Ascent Classical Academy–Douglas County ("ACAD") as a district charter school;

WHEREAS, on June 20, 2017, the Board granted approval of the ACAD application for ACAD to begin operations as a district charter school in the fall of 2018 for the 2018–2019 school year, and to operate for a term of five (5) years, subject to and pending satisfaction of several conditions outlined below; and

WHEREAS, the Board recognizes the demand for and the value of choice school offerings in Douglas County School District RE–I, and

WHEREAS, the Board acknowledges the hard work on the part of the organizers of ACAD, and seeks to promote a healthy balance among expanding choice options, a focus on the best interest of students, and required fiscal soundness and accountability.

NOW, THEREFORE, BE IT RESOLVED by the Board that the charter school application submitted by ACAD is conditionally approved, subject to and pending satisfaction of the following conditions, as well as all other terms and conditions as may be required by law:

1. ACAD will submit to DCSD staff a draft contract between itself and Ascent Classical Academies for DCSD review and comment by July 21, 2017. That contract will address and resolve DCSD staff concerns in good faith, including the Applicant's relationship with an Education Service Provider or an alternative proposed governance structure;
2. By October 1, 2017, the Applicant shall provide evidence to the district of a minimum of 600 written expressions of intent to enroll encompassing grades K–10, including information as to those students' current schools of attendance;
3. By January 5, 2018, the Applicant shall have a minimum of 484 full-time equivalent students (Student FTEs) committed to the various grade levels proposed in the charter school application to be served the first year, as validated by the School District's open enrollment process, and enrolled in ACAD as soon as practicable;
4. ACAD shall present a detailed budget for fiscal year 2018–2019, as well as a projected budget for the fiscal years of 2018–2023 to be approved by the School District's Chief Financial Officer on or before April 1, 2018, and will provide audited financial statements for "year zero" (2017–2018) no later than October 17, 2018;
5. In order to avoid confusion and uncertainty around the timing of a new charter opening – as experience has shown that a failed opening attempt has a significant negative impact on students and on existing schools, both charter and neighborhood – the Applicant shall meet one of the following criteria:
 - a. For a new-build facility: purchase or lease a site and submit evidence of appropriate approved permits issued by the local jurisdiction(s), with a final construction schedule approved by the building contractor no later than September 15 of the year prior to the planned opening year; or
 - b. For an existing facility: submit a Letter of Intent or site lease to lease an existing facility no later than February 15 of the planned opening year.
6. ACAD will hire a school leader/principal on or before February 1, 2018.

Unless otherwise stated above or subsequently agreed by the School Board, in the event that Conditions 1 through 6 above have not been satisfied by the dates indicated, this conditional approval will be withdrawn and the application will be deemed denied. In no event shall denial for failure of any condition or withdrawal of conditional approval be construed as a revocation of the purported ACAD charter or school contract.

In the event that Condition 1 is met, the ACAD board shall sign a charter school contract, acceptable to the DCSD Board, on or before September 19, 2017, unless the applicant and the School Board agree to extend that date. The contract shall reflect an agreement regarding the above issues, as well as all other required and recommended terms negotiated with School District representatives. In the event the School Board determines that an acceptable contract has not been executed by September 19, 2017– or such date as may have been extended as provided herein the charter school application shall be deemed denied by the School Board on the date of such determination. In no event shall the School Board action described herein be construed as a revocation of a purported charter or school contract.

Approved this 20th day of June, 2017.

Attachment 1: District Board Resolution Approving the Charter School Application

DOUGLAS COUNTY SCHOOL DISTRICT RE-1
BOARD OF EDUCATION
By: Meghann Silverthorn, President

ATTEST:
By: Nona Eichelberger
Secretary, Board of Education

[Resolution of Conditional Approval of the Charter Application of Ascent Classical Academy – Douglas County 6.20.2017](#)

Attachment 2: Pre-Opening Conditions

1. Provide evidence to DCSD of at least 600 written expressions of intent to enroll encompassing grades K-10, as well as aggregate information about those students' current schools of attendance by October 1, 2017.
2. IF BUILDING A FACILITY: Provide the proposed location of the School; secure site; identify any construction that needs to be completed by school opening, the cost of this construction, the source of funding for the construction, evidence of appropriate approved permits, and a timeline for completion by December 31, 2017.
3. By January 31, 2018, provide enrollment information for students enrolled in ACAD for the 2018-19 school year, up to that point in time. If the number of enrolled students is less than 75% of ACAD's projected enrollment for the 2018-19 school year, understanding that ACAD must substantially comply with this provision, then ACAD must submit an unofficial 2018-19 balanced budget for the number of students enrolled at that time demonstrating solvency with the lower enrollment.
4. IF LEASING A FACILITY: Written, signed copy of facility lease, letter of intent, and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more by February 15, 2018.
5. Identify and/or Hire a Head of School by February 1, 2018.
6. Document that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment by February 15, 2018.
7. Provide an updated school calendar approved by the charter school board of directors for the first year of the School's operation by February 15, 2018.
8. Provide a copy of an updated budget for the school year, including monthly cash flow projections and detailed assumptions for ALL revenues and expenditures, with evidence that it has been approved by the Board of Directors by July 1, 2018.
9. Provide proof of insurance as set forth in the charter contract by July 1, 2018.
10. Provide evidence that membership on the Board of Directors is complete; provide board roster with contact information for all board members, identification of officers, and conflict of interest disclosure and assurance by July 1, 2018.
11. Provide a schedule of Board Meetings (including date, time, and location for the 2018-2019 school year) by July 1, 2018.
12. Resume of each board member and affirmation of eligibility to serve for each school governing board member, including affirmation of a criminal background check and child abuse registry check by July 1, 2018.
13. Submit charter school board-approved Bylaws including a conflict-of-interest policy by July 1, 2018.
14. Provide a copy of the school's policies and procedures specifying the school's plan for compliance with state and federal requirements for identifying, evaluating, and providing services to students with disabilities, English Language Learners, and Gifted and Talented students by September 1, 2018.
15. Provide written documentation verifying school personnel are Highly-Qualified, where required, by September 1, 2018, or as soon as practicable thereafter.
16. Provide written documentation that the School has completed criminal background checks on all school staff and volunteers that come into direct contact with the School's students by September 1, 2018, or as soon as practicable thereafter.
17. Provide a copy of Employee Handbook, including at a minimum expectations for employee performance and behavior, compensation and benefit information, emergency response information, pay rates and/or salary scale(s), annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that

employees may pursue in the event of disagreements by September 1, 2018.

18. Provide evidence that special education staff, with appropriate certification/qualification, is hired to provide special education services, &/or evidence that appropriate arrangements have been made for contracted services by September, 2018, or as soon as practicable thereafter.
19. Provide evidence that the Principal has completed training on child abuse and neglect reporting or has comparable experience by September 1, 2018.
20. Submit the names of 1) individual(s) authorized to expend School funds and issue checks; and 2) individual(s) responsible for review and monitoring of monthly budget reports by September 1, 2018.
21. Submit a plan regarding the collection and storing of academic, attendance, and discipline records. Such records should be compliant with the Family Educational Rights and Privacy Act (FERPA) and any other relevant state and federal laws and regulations by September 1, 2018.
22. Provide a copy of the certificate of occupancy (or a temporary certificate of occupancy) by September 1, 2018.
23. Submit a Safety and Emergency Plan, including emergency contact information for the School Principal and other members of the

management team and the School's emergency closure procedures by September 1, 2018.

24. Not as a pre-opening condition, but ACAD will provide the DCSD CFO, upon request, reasonable financial information for the School's finances in "year-zero" by October 17, 2018 if it receives the Federal Charter School Support Program start-up grant and spends any of those funds during its "year-zero." In the event that Ascent applies for and obtains a waiver from the annual audit process—as outlined in Colo. Rev. Stats. § 29-1-603 (audit requirements) and § 29-1-603 (exemption requirements)—the School District will consider the requirement to provide "year zero" audited financial statements to be satisfied upon the timely delivery to the School District of an official document confirming the waiver of the audit process.

In the event any of these aforesaid pre-opening conditions are not substantially met by the assigned deadlines, or within a reasonable amount of time thereafter, DCSD staff may follow the procedures outlined in Section 2.4 or undertake a review of ACAD governance and operations and may recommend such modifications to the contract and/or ACAD policies as needed, with the design to help ensure compliance with meeting the intent of the pre-opening conditions and ensuring the success of ACAD.

Attachment 3: Selected Laws Applicable to Charter Schools

(Colorado Revised Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5
2. Colorado Open Meetings Law: 24-6-401 *et seq.*
3. Colorado Open Records Act: 24-72-201 *et seq.*
4. Family Educational Rights and Privacy Act of 1974: 20 U.S.C 1232g
5. Colorado Code of Ethics: 24-18-101 *et seq.*
6. Non-Profit Corporation Act: 7-121-101 *et seq.*

Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
12. Child Protection Act of 1987: 19-3-301 *et seq.*
13. Background checks for employees: 22-1-121

Educational Accountability

14. Educational Accountability: 22-7-101 *et seq.*, 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. ESEA Act: P.L. 107-110
17. Colorado READ Act: 22-7-1201 *et seq.*
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (*See CDE website for most up to date guidelines*).
19. PostClassical and workforce planning, preparation, and readiness assessments: 22-7-106

Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government: 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
22. Instruction in the Constitution: 22-1-108, 109
23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110

24. On-line programs: 22-33-104.6
25. Participation in sports and extra-curricular activities: 22-32-116.5
26. Content standards: 22-7-407
27. Concurrent Enrollment Programs Act: 22-35-101 *et seq.*

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C 1415(k), 34 C.F.R. 519-529
29. Exceptional Children's Educational Act: 22-20-101 *et seq.*
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
31. Americans with Disabilities Act: 42 U.S.C. 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 *et seq.*
33. English Language Proficiency Act: 22-24-101 *et seq.*

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) (o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(l)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-District special education students: 22-20-109(5)
44. Participation in PERA : 22-30.5-512 and 22-30.5-111(3)
45. Financial Transparency Act: 22-44-301 *et seq.*

Attachment 4: Conflict of Interest Form

Ascent Classical Academy Douglas County Board Member Certification Form

Note: The purpose of this document is to provide disclosure. The Ascent Classical Academy Douglas County ('the School') Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District.

Background

1. Full legal name:

2. I affirm that I am at least 18 years of age by the date of appointment to the School Board.

☐ Yes, I affirm.

3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following:

a. a misdemeanor related to honesty or trustworthiness, or

b. a felony.

☐ Does not apply to me.

☐ Yes

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or District attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such

entity. If the answer to this question is yes, please provide details of the agreement.

☐ Does not apply to me.

☐ Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:

a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).

b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the School.

☐ I/we do not know of any such persons.

☐ Yes

Board Member Certification Form (continued)

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the School or a

contractor who is conducting business with the School. If so, please indicate the precise nature of the business that is being or will be conducted.

- ☐ I/we do not anticipate conducting any such business.
- ☐ Yes

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the School Board or another School or non-profit board. [Note that being a parent of a School student, serving on another charter School's board or being employed by the School are conflicts for certain issues that should be disclosed.]

- ☐ None
- ☐ Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

- ☐ I/we do not know of any such persons.
- ☐ Yes

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

- ☐ I/we have no such interest.
- ☐ Yes

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

- ☐ I/we do not anticipate conducting any such business.
- ☐ Yes

Other

1. I affirm that I have read the charter school's Bylaws and conflict of interest policies.

- ☐ I affirm

I, _____, certify to the best of my knowledge and ability that the information I am providing to the _____ [District] in regard to my application to serve as a member of the board of directors of the _____ Charter School is true and correct in every respect.

Signature

Date

Attachment 5: Education Service Provider (ESP) Agreement Guidelines

1. The maximum term of an ESP agreement must not exceed the term of the charter. After the second year that the ESP agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. ESP agreements must be negotiated at 'arms-length.' The charter school's board and ESP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the ESP agreement shall interfere with the charter board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the charter school. No provision of the ESP agreement shall prohibit the charter board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.
4. An ESP agreement shall not restrict the charter board from waiving its governmental immunity or require a charter board to assert, waive or not waive its governmental immunity.
5. No provision of an ESP agreement shall alter the charter board's treasurer's legal obligation to direct that the deposit of all funds received by the charter school be placed in the charter school's account.
6. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the ESP for the fees or expenses associated with the charter school's operation provided that documentation for the fees and expenses are provided for charter board ratification.
7. ESP agreements shall provide that the financial, educational and student records pertaining to the charter school are charter school property and that such records are subject to the provisions of the Colorado Open Records Act. All charter school records shall be physically or electronically available, upon request, at the charter school's physical facilities. Except as permitted under the charter contract and applicable law, no ESP agreement shall restrict the District's access to the charter school's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the charter school will be made available to the charter school's independent auditor.
9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the charter school.
10. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the charter school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter school.
11. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of

or on behalf of the charter school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the charter school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the charter school; or (ii) were developed by the ESP at the direction of the charter school governing board with charter school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the charter school's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the charter school or that are not otherwise dedicated for the specific purpose of developing charter school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the charter school are subject to state disclosure laws and the Open Records Act.

13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the charter school. If the ESP leases employees to the charter school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the charter school or working on charter school operations. If the charter school is staffed through an employee leasing agreement, legal confirmation must be provided to the charter board that the employment structure qualifies as employee leasing.

14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the charter board that is required according to the charter contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the school.

15. Marketing and development costs paid by or charged to the charter school shall be limited to those costs specific to the charter school program, and shall not include any costs for the marketing and development of the ESP.

16. If the charter school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school.

Attachment 6- Automatic Waivers of State Laws

Ascent Classical Academy of Douglas County is submitting the following set of automatic waivers to apply for the duration of its charter contract. In the case automatic waivers are different than the below list, the school requests the complete set of automatic state waivers.

Automatic Waiver List as of 8/1/2016

State Statute 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), 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
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

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

Ascent Classical Academy of 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.

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 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

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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.

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.

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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 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.

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

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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

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.

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.

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire highly-qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Ascent Classical Academy.

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.

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

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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.

22-63-203, 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

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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 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.

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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.

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 and curriculum for the school.

Replacement Plan: Ascent Classical Academy of Douglas County will create an appropriate and evidence based curriculum in accordance with the Charter School Agreement.

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 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.

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. ACAD may also offer college-level courses in lieu of concurrent enrollment.

Attachment 7 – Non-automatic Requests for Waivers of State Laws and/or Regulations

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 offer a more meaningful post-secondary education readiness program for its students, aligned to the school's mission and vision.

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>AC - Nondiscrimination/Equal Opportunity</u>	No Waiver	None
<u>ADC - Tobacco Free Schools</u>	No Waiver	None
<u>ADD - Safe Schools</u>	No Waiver	None
<u>ADF - Student Wellness</u>	Full Replacement "Student Wellness" - Exhibit A	Approve Replacement Policy
<u>ADF-E - Student Wellness</u>	Full Replacement "Student Wellness" - Exhibit A	Approve Replacement Policy
<u>ADF-R - Student Wellness</u>	Full Replacement "Student Wellness" - Exhibit A	Approve Replacement Policy
<u>AE - District Advisory Committee</u>	No Waiver	None
<u>BC - Board Member Conduct and Ethics</u>	Full Replacement "Board Policy" - Exhibit B	Approve Replacement Policy
<u>BCB - Board Member Conflicts of Interest</u>	Full Replacement "Board Policy" - Exhibit B	Approve Replacement Policy
<u>BE/BEA/BEB - Board Operations</u>	Full Replacement "Board Policy" - Exhibit B	Approve Replacement Policy
<u>BFDH - Public Participation at Board Meetings</u>	Full Replacement "Board Policy" - Exhibit B	Approve Replacement Policy
<u>BF - Board Vacancies</u>	Full Replacement "Board Policy" - Exhibit B	Approve Replacement Policy
<u>BGB - Policy Adoption</u>	Full Replacement "Board Policy" - Exhibit B	Approve Replacement Policy
<u>CFA-R - Department Chairpersons</u>	Waiver - Automatic	Grant Waiver
<u>DB- Annual Budget</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DB-R - Annual Budget Regulation</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DBG - Budget Adoption Procedures</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DFA - Cash Management and Investment Policy</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DFA-R - Cash Management and Investment Regulation</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DFB - Reserving Policy Medical Fund</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DFB-R - Reserving Policy Medical Fund Regulation</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DFC - Certificates of Participation</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>DFE - Gate Receipts and Admissions (Royalties)</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DG - Banking Services, Deposit of Funds, Authorized Signatures, and Check Writing</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DH - Bonded Employees and Officers</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DID - Capital Asset Reporting and Inventories</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DIE - Audits</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DJ - District Purchasing</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u> DJ-R - Purchasing Procedures</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DJA - Purchasing Authority</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DJC - Petty Cash</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DJE - Bidding Procedures</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DJG/DJGA - Vendor Relations, Sales Calls and Demonstrations</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DK - Payment Procedures</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DKA - Payroll Procedures/Schedules</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DKC - Employee Expense Authorization</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u> DKC-R-1 - Mileage Tolls and Parking</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u> DKC-R-2 - Travel Without Students</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u> DKC-R-3 - Travel With Students</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>DN - School Properties Disposal Procedure</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u> DN-R - Property Disposal Procedure Regulation</u>	Full Replacement "Financial Policy" - Exhibit C	Approve Replacement Policy
<u>EBAB - Hazardous Materials</u>	No Waiver	None

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>EBAB-R - Hazardous Materials</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>EBB/EBBB - Accident Prevention and Procedures/First Aid/Accident Reports</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>EBBA - Prevention of Disease/Infection Transmission</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>EBBA-R - Prevention of Disease/Infection Transmission</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>EBCA - Disaster Plans</u>	No Waiver	None
<u>EBCB - Fire Drills</u>	No Waiver	None
<u>EBCB-R - Fire Drills</u>	No Waiver	None
<u>EBCE - School Closings and Cancellations</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>EBCE-R - School Closings and Cancellations</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>ECA/ECAB - Security/Access to Buildings</u>	Waiver - Automatic	Grant Waiver
<u>ECA-R - Video Surveillance Equipment</u>	Waiver - Automatic	Grant Waiver
<u>ECAC - Vandalism</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>ECD - Custodial Services</u>	Waiver - Automatic	Grant Waiver
<u>ECE - Traffic and Parking Controls</u>	Waiver - Automatic	Grant Waiver
<u>ECF - Energy Policy</u>	Waiver - Automatic	Grant Waiver
<u>EDB - Maintenance and Control of Materials and Equipment</u>	Waiver - Automatic	Grant Waiver
<u>EDB-R - Maintenance and Control of Materials and</u>	Waiver - Automatic	Grant Waiver
<u>EEAA - Transportation Eligible Students</u>	Waiver - Automatic	Grant Waiver
<u>EEAC - School Bus Scheduling and Routing</u>	Waiver - Automatic	Grant Waiver
<u>EEAC-R - School Bus Scheduling and Routing</u>	Waiver - Automatic	Grant Waiver
<u>EEAF - School Bus Safety Program</u>	Waiver - Automatic	Grant Waiver
<u>EEAEA - Bus Driver Requirements, Training and Responsibilities</u>	Waiver - Automatic	Grant Waiver
<u>EEAEAA - Controlled Substance and Alcohol Testing</u>	Waiver - Automatic	Grant Waiver
<u>EEAEAA-R - Controlled Substance and Alcohol Testing</u>	Waiver - Automatic	Grant Waiver
<u>EEAEAB - Controlled Substance and Alcohol Testing for Employees Without Commercial Driver's License</u>	Waiver - Automatic	Grant Waiver
<u>EEAF - Special Use of School Buses</u>	Waiver - Automatic	Grant Waiver
<u>EEAFB - Use of School Buses by Community Groups</u>	Waiver - Automatic	Grant Waiver
<u>EEAFB-R - Use of School Buses by Community Groups</u>	Waiver - Automatic	Grant Waiver
<u>EEAG - Student Transportation in Private Vehicles</u>	Waiver - Automatic	Grant Waiver
<u>EF - Food Services</u>	Waiver - Automatic	Grant Waiver
<u>EFF - Free and Reduced-Price Food Services</u>	Waiver - Automatic	Grant Waiver
<u>EFF - Food Services for the Elderly</u>	Waiver - Automatic	Grant Waiver

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>EGAD - Copyright Compliance</u>	Waiver - Automatic	Grant Waiver
<u>EGAD-R - Copyright Compliance</u>	Waiver - Automatic	Grant Waiver
<u>EGAFA - Public Electronic Mail Records</u>	Waiver - Automatic	Grant Waiver
<u>EGD - Use of Electronic Signatures</u>	Waiver - Automatic	Grant Waiver
<u>EI - Insurance Management</u>	Waiver - Automatic	Grant Waiver
<u>FAAA - Facilities Development Priority Objectives: Airports</u>	Waiver - Automatic	Grant Waiver
<u>FAAA-E - Facilities Development Priority Objectives: Airports</u>	Waiver - Automatic	Grant Waiver
<u>FAAA-R - Facilities Development Priority Objectives: Airports</u>	Waiver - Automatic	Grant Waiver
<u>FBC-R - Facility Capacity Standards</u>	Waiver - Automatic	Grant Waiver
<u>FFG - Construction Contracts Bidding and Awards</u>	Waiver - Automatic	Grant Waiver
<u>FFH - Supervision of Construction</u>	Waiver - Automatic	Grant Waiver
<u>FF - Naming New Facilities</u>	Waiver - Automatic	Grant Waiver
<u>FF-R - Naming New Facilities</u>	Waiver - Automatic	Grant Waiver
<u>FFA - Memorials For Deceased Students and Staff</u>	Waiver - Automatic	Grant Waiver
<u>GBA (This policy is not included in the District's policies though an associated rule has been adopted)</u>	Waiver - Automatic	Grant Waiver
<u>GBA-R - Equal Employment Opportunity and Unlawful Harassment</u>	Full Replacement "Equal Employment Opportunity and Unlawful Harassment" - Exhibit D	Approve Replacement Policy
<u>GBEA - Staff Conflicts of Interest and Ethics</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBEA-R - Staff Conflicts of Interest and Ethics</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>GBFB - Staff Conduct</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBEBA - Staff Dress Code</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBEC - Drug-Free Workplace</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBEE Employee Computer, Internet and Electronic Mail Use Rules</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBEE-R Employee Computer and Internet Use Rules</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>GBGA Staff Health</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBGB Staff Security and Safety</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBGF Leaves of Absence</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>GBI Electronic Email</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GBJ Personnel Records and Files</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GCEA-GCFA Professional Staff Background Checks</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>GCN-R Integrity and Inter-Rater Reliability in Evaluation of</u>	Waiver - Automatic	Grant Waiver
<u>GCN-R-1 Integrity and Inter-Rater Reliability in Evaluation of Licensed Staff Process</u>	Waiver - Automatic	Grant Waiver
<u>GDEA Support Staff Background Checks</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>H- Negotiations</u>	Waiver - Automatic	Grant Waiver
<u>HB- Relationship with Labor Unions</u>	Waiver - Automatic	Grant Waiver
<u>IGA - Curriculum Development</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IGA-E - District Course Proposal Form</u>	Waiver - Automatic	Grant Waiver
<u>IGA-R - Curriculum Development</u>	Waiver - Automatic	Grant Waiver
<u>IHBA - Programs for Students with Disabilities</u>	No Waiver	None
<u>IHBD - Compensatory Education (Title I)</u>	Waiver - Automatic	Grant Waiver
<u>IJ - Textbook and Instructional Materials Selection and Adoption</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IJ-E - Textbook and Instructional Materials Selection and Adoption Request Checklist</u>	Waiver - Automatic	Grant Waiver
<u>IJ-E1 - Proposal to Adopt a Textbook</u>	Waiver - Automatic	Grant Waiver
<u>IJ-E2 - Proposal to Adopt A Novel/Book-Length Work (Fiction, Non-Fiction, Drama)</u>	Waiver - Automatic	Grant Waiver
<u>IJ-R - Textbook and Instructional Materials Selection and</u>	Waiver - Automatic	Grant Waiver
<u>IJA - Selection of Controversial Learning Resources</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IJA-E-3 - Guest Speaker Permission Form</u>	Waiver - Automatic	Grant Waiver
<u>IJA-R - Selection of Controversial Learning Resources</u>	Waiver - Automatic	Grant Waiver
<u>IJB - Instructional Use of Media Resources</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IJB-R - Instructional Use of Media Resources</u>	Waiver - Automatic	Grant Waiver
<u>IJC - Instructional Resources</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IJJ - Library Materials Selection and Adoption</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IJOA - Field Trips and Excursions</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>JK - State-Mandated Assessments</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IKA - District Assessment Policy</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IKAB - Student Progress Reports to Parents/Guardians and Students</u>	Full Replacement "School Curriculum Policy" - Exhibit E	Approve Replacement Policy
<u>IKAB-R-1 - Student Progress Reports to Parents/Guardians</u>	Waiver - Automatic	Grant Waiver
<u>IKAB-R-2 - Student Progress Reports to Parents/Guardians</u>	Waiver - Automatic	Grant Waiver
<u>IKE - Promotion and Retention of Students</u>	Full Replacement "Student Placement, Promotion, and Retention" - Exhibit F	Approve Replacement Policy
<u>IKF - Graduation Requirements</u>	Full Replacement "Graduation Requirements" - Exhibit G	Approve Replacement Policy
<u>IKF-R-1 - Diploma and Graduation Requirements</u>	Waiver - Automatic	Grant Waiver
<u>IKF-R-2 - MS HS Credit Policy</u>	Waiver - Automatic	Grant Waiver
<u>IKF-R-3 - Graduation Competencies (beginning with the</u>	Waiver - Automatic	Grant Waiver
<u>IKFA - Early Graduation</u>	Full Replacement "Graduation Requirements" - Exhibit G	Approve Replacement Policy
<u>IKFB - Community Service</u>	Full Replacement "Graduation Requirements" - Exhibit G	Approve Replacement Policy
<u>IKFC - Physical Education Waiver</u>	Full Replacement "Graduation Requirements" - Exhibit G	Approve Replacement Policy
<u>IKFC-E - Physical Education Waiver Form</u>	Waiver - Automatic	Grant Waiver
<u>IMBB - Exemptions from Required Instruction</u>	Full Replacement "Graduation Requirements" - Exhibit G	Approve Replacement Policy
<u>IMBB-R - Exemptions from Required Instruction</u>	Waiver - Automatic	Grant Waiver
<u>IMDB - Flag Displays</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JBA - Nondiscrimination/Non-Harassment of Students</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JBB - Nondiscrimination on the Basis of Disability</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JBB-R - Nondiscrimination on the Basis of Disability</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JBB-R-1 - Section 504 Due Process Hearing Procedure</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JBB-E-1 - Section 504/ADA Form A</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JBB-E-2 - Section 504/ADA Form B</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>JBB-E-3 - Section 504/ADA Form C</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JCA/JFB - Assignment of Students to Schools, School Choice and Open Enrollment</u>	Full Replacement "Enrollment Policy" - Exhibit H	Approve Replacement Policy
<u>JCA/JFB-R - Assignment of Students to Schools, School Choice and Open Enrollment</u>	Waiver - Automatic	Grant Waiver
<u>JC - School Attendance Areas</u>	Waiver - Automatic	Grant Waiver
<u>JEB - Entrance Age</u>	Full Replacement "Enrollment Policy" - Exhibit H	Approve Replacement Policy
<u>JECBA - Admission of Foreign Students</u>	Full Replacement "Enrollment Policy" - Exhibit H	Approve Replacement Policy
<u>JF - Student Admissions and Denial Of Admissions</u>	Full Replacement "Enrollment Policy" - Exhibit H	Approve Replacement Policy
<u>JF-R-1 - Procedures For Denial Of Admission</u>	Waiver - Automatic	Grant Waiver
<u>JF-R-2 - Admission and Denial of Admission (Procedures for Students in Out-of-Home Placements)</u>	Waiver - Automatic	Grant Waiver
<u>JFAB - Admission of Nonresident and Homeless Students</u>	Full Replacement "Enrollment Policy" - Exhibit H	Approve Replacement Policy
<u>JFAB-R - Student Residency</u>	Waiver - Automatic	Grant Waiver
<u>JH - Student Attendance</u>	Full Replacement "Student Attendance" - Exhibit I	Approve Replacement Policy
<u>JH-R - Student Count Documentation for Online Schools</u>	Waiver - Automatic	Grant Waiver
<u>JHA - Student Withdrawal From School/Dropouts</u>	Full Replacement "Student Attendance" - Exhibit I	Approve Replacement Policy
<u>JHCE - Medical Emergencies</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JHCE-R - Responding to Receipt of a Do Not Resuscitate (DNR) Order or Cardiopulmonary Resuscitation (CPR) Directive</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JHD - Exemptions from School Attendance: School Release Permits</u>	Full Replacement "Student Attendance" - Exhibit I	Approve Replacement Policy
<u>JJ/JIA - Student Rights and Responsibilities/Due Process Rights</u>	Full Replacement "Grievance Policy" - Exhibit J	Approve Replacement Policy
<u>JIC/JICDA - Student Conduct</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICA - Student Dress</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICB - Prevention of Bullying</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICC - Student Conduct on School Buses</u>	Waiver - Automatic	Grant Waiver
<u>JICC-R-1 - Student Conduct on School Buses (Procedural</u>	Waiver - Automatic	Grant Waiver

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>JICC-R-2 - Student Conduct on School Buses (Student Safety and Rules of Conduct)</u>	Waiver - Automatic	Grant Waiver
<u>JICC-R-3 - Student Conduct on School Buses (Bus Passes)</u>	Waiver - Automatic	Grant Waiver
<u>JICEA - Student Publications Code</u>	Waiver - Automatic	Grant Waiver
<u>JICF - Gang-Related Behaviors and Dress</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICG - Smoking and Other Uses of Tobacco by Students</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICH - Student Involvement Regarding Drugs and Alcohol</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICH-R - Student Involvement Regarding Drugs and Alcohol</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JICI - Weapons in School</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JICJ - Student Use of District Information Technology</u>	Waiver - Automatic	Grant Waiver
<u>JICJ-R - Student Use of District Information Technology</u>	Waiver - Automatic	Grant Waiver
<u>JIH - Searches</u>	No Waiver	None
<u>JIHA - Student Possession and Use of Portable Electronic Devices (Including Cellular Phones)</u>	Full Replacement "Student Technology Policy" - Exhibit K	Approve Replacement Policy
<u>JIA - Student Organizations (Secondary Schools)</u>	Full Replacement "Studetwnt Organizations Policy" - Exhibit L	Approve Replacement Policy
<u>JJF - Student Activities Funds Management</u>	Waiver - Automatic	Grant Waiver
<u>JJI - Interscholastic Athletics</u>	No Waiver	None
<u>JK - Student Discipline</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JKA - Corporal Punishment/Use of Reasonable Restraint by</u>	No Waiver	None
<u>JKA-R - Use of Physical Intervention and Restraint</u>	Waiver - Automatic	Grant Waiver
<u>JKA-E - Student Restraint Incident Report</u>	Waiver - Automatic	Grant Waiver
<u>JKC - Discipline of Habitually Disruptive Students</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JKC-R - Discipline of Habitually Disruptive Students</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JKD/JKE - Student Suspension, Expulsion, and Classroom Removal</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JKD/JKE-R - Student Suspension, Expulsion, and Classroom Removal</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLCC - Communicable Diseases and Long-Term Illnesses</u>	No Waiver	None
<u>JLCD - Administering Medicines to Students</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>JLCD-E-1 - Student Medication Request and Release Agreement</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLCD-E-2 - School Medication Record</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLCD-E-3 - Permission to Carry/Self-Administer Medication</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLCD-E-4 - Contract to Carry/Self-Administer Medication</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLCDA - Students With Food Allergies</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JLCDA-E - Allergy & Anaphylaxis Action Plan</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLCDB - Administering Medical Marijuana, Hemp Oils and/or Cannabinoid Products</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JLDA - Student Psychological Services</u>	No Waiver	None
<u>JLDA-R - Student Psychological Services</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>JLDAC - Screening/Testing of Students</u>	No Waiver	None
<u>JLF - Reporting Child Abuse</u>	No Waiver	None
<u>JLF-R - Reporting Child Abuse</u>	No Waiver	None
<u>JQ - Student Fees</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School
<u>JQ-E - Student Fees, Appendix A</u>	Waiver - Automatic	Grant Waiver
<u>JQ-E - Student Fees, Appendix B</u>	Waiver - Automatic	Grant Waiver
<u>JQ-R - Student Fees</u>	Waiver - Automatic	Grant Waiver
<u>JRA/JRC - Student Education Records</u>	Waiver - Automatic	Grant Waiver
<u>JRA-R/JRC-R - Student Education Records</u>	Waiver - Automatic	Grant Waiver
<u>JRA/JRC-E-1 - Authorization to Release Student Records</u>	Waiver - Automatic	Grant Waiver
<u>JRA/JRC-E-2 - Request to Inspect and Review Student Ed</u>	Waiver - Automatic	Grant Waiver
<u>JRA/JRC-E-3 - Request to Other Educational Agencies for</u>	Waiver - Automatic	Grant Waiver
<u>KBA - District Title I Parent Involvement Policy</u>	Waiver - Automatic	Grant Waiver
<u>KDE - Crisis Management</u>	No Waiver	None
<u>KE - Public Complaints</u>	Full Replacement "Grievance Policy" - Exhibit J	Approve Replacement Policy
<u>KEC - Public Complaints About Learning Resources</u>	Waiver - Automatic	Grant Waiver
<u>KEC-E - Citizen's Request for Reconsideration of Learning</u>	Waiver - Automatic	Grant Waiver
<u>KEC-R - Public Complaints About Learning Resources</u>	Waiver - Automatic	Grant Waiver
<u>KFE -- Nondiscrimination of the Public on the Basis of Disability</u>	Policy Assigned to School	Acknowledgement that Policy Shall be Assigned, Administered, Enforced, and Adjudicated by the School

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County
Waivers from Douglas County School District Policies

Policy or Rule Name	Disposition	DougCo Action
<u>KEE-E-1 – Section 504/ADA Form A</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>KEE-E-2 – Section 504/ADA Form B</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>KEE-E-3 – Section 504/ADA Form C</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>KEE-R - Nondiscrimination of the Public on the Basis of Disability</u>	Rule Assigned to School	Acknowledgement that Implementation of Policies Shall be Established, Administered, Enforced and Adjudicated by the School
<u>KF - Community Use of School Facilities</u>	Waiver - Automatic	Grant Waiver
<u>KF-E - Agreement for Non-School Use of School Facilities</u>	Waiver - Automatic	Grant Waiver
<u>KF-R-1 - Community Use of School Facilities Administrative Procedures and Regulations</u>	Waiver - Automatic	Grant Waiver
<u>KF-R-2 - Community Use of School Facilities (Rental Fees)</u>	Waiver - Automatic	Grant Waiver
<u>KFA - Use of School Facilities for Telecommunications Equipment</u>	Waiver - Automatic	Grant Waiver
<u>KFAA - Public Conduct On School Property</u>	Waiver - Automatic	Grant Waiver
<u>KHB - Advertising in the School District/Revenue Enhancement</u>	Waiver - Automatic	Grant Waiver
<u>KHB-R - Advertising in the School District/Revenue</u>	Waiver - Automatic	Grant Waiver
<u>KHC - Distribution Of Non-District Related Materials</u>	Waiver - Automatic	Grant Waiver
<u>KHC-E Distribution Of Non-District Related Materials -</u>	Waiver - Automatic	Grant Waiver
<u>KHC-R - Distribution Of Non-District Related Materials</u>	Waiver - Automatic	Grant Waiver
<u>KI - Visitors to the Schools</u>	Waiver - Automatic	Grant Waiver
<u>KI-R - Visitors and Volunteers in the Schools</u>	Waiver - Automatic	Grant Waiver

Attachment 8 - Requested Waivers from District Policies

Ascent Classical Academy of Douglas County Replacement District Policy Exhibits

Exhibit A – Student Wellness Policy

The School will support student wellness through education and physical activity. The School will encourage students to make healthy food and beverage choices.

Exhibit B – Board Policy

The School shall adopt policies and agreements on board conduct and ethics, conflicts of interest, operations, and public participation at board meetings that are consistent with its By-laws and federal and state statute.

Exhibit C – Financial Policy

The School will be responsible for its budget, finances and accounting. In doing so, the School will establish and adopt sound accounting practices and audit controls so that it maintains a positive fund balance. Moreover, the School will be responsible for selecting and negotiating with vendors and suppliers of goods and services.

Exhibit D – Equal Employment Opportunity and Unlawful Harassment

The School shall adopt policies that protect equal employment opportunities and protect employees and contractors from unlawful harassment.

Exhibit E - School Curriculum Policy

The curriculum of the School shall be designed to provide a classical, content-rich education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue. The curriculum shall be approved and adopted by the board of the School. The School will evaluate its students' academic performance, in accordance with state and federal law. The School shall adopt its own learning resources, assessment, and instructional program consistent with the curriculum and the mission and vision of the school, while meeting all federal and state requirements, unless waived.

Exhibit F – Student Placement, Promotion and Retention

The School shall develop policies on student placement, promotion and retention that are consistent with the mission and vision of the School.

Attachment 8 - Requested Waivers from District Policies

Exhibit G – Graduation Requirements

The School shall adopt graduation requirements that are consistent with the proposed academic program and are aligned to the mission and vision of the school.

Exhibit H – Enrollment Policy

The School shall adopt an enrollment policy that complies with all federal and state laws and requirements for federal grants. The enrollment policy shall be non-discriminatory and provide equal access to all students.

Exhibit I – Student Attendance

The School shall develop policies regarding student attendance, absences, tardiness, and being a closed campus consistent with the academic program and aligned with the mission and vision of the School.

Exhibit J – Grievance Policy

The School values open and proactive communication among and between the members of the school community, including parents, students, faculty, staff, administration, and the Board. Issues that are not dealt with directly can become destructive to the school community and, therefore, detrimental to the learning process of our students. The adults in the School community must model for its students a willingness to address conflict directly, respectfully, and at the lowest level possible, whenever possible. As such, the School will create a grievance policy consisting of four steps that is designed for settling differences in a prompt and equitable manner. These procedures guide how any adult member of the school community – parent, employee (faculty or non-faculty), administrator, or other adult – is expected to express grievances about other members of the community.

The school's administration and Board both expect that conflict will be addressed and proactively dealt with following the fewest number of steps possible. The steps include:

1. Addressing the situation directly with the other person(s) involved;
2. Enlisting the assistance of an administrator to assist in facilitating a resolution;
3. Preparing a written grievance for the Principal, who then reviews and acts upon that grievance as appropriate; and
4. Preparing a written grievance for the Board of Directors, who then may choose to hear additional information at a Board meeting and will ultimately make a final decision, not subject to appeal.

Attachment 8 - Requested Waivers from District Policies

It is important to emphasize that the Board will not become involved in a grievance until the final step of the process. Board members are expected to refer any member of the school community who may approach them with a grievance to the school's grievance policy and the proper process for resolving it. This is designed to avoid Board micromanaging and the creation of factions within the school.

Exhibit K – Student Technology Policy

Students shall not be permitted to use personal technology devices during the school day. Moreover, students will not be permitted to access School internet network connections using their personal devices.

Exhibit L – Student Organizations

The School will only allow curriculum related student organizations or school sponsored non-curriculum related student organizations whose purpose aligns with the mission and vision of the school.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

Ascent Classical Academy of Douglas County Enrollment Policy

Ascent Classical Academy of Douglas County, ("ACAD"), sets forth the following non-discriminatory enrollment policy as required by law.

Within the time limits and priorities described below, students shall be enrolled at ACAD in two rounds, the First and Second Enrollment Rounds.

Enrollment will take place without regard to race, creed, color, sex, national origin, religion, sexual orientation, ancestry, disability, or need for special education services, in compliance with federal, state, and local laws.

First Enrollment Round

The First Enrollment Round will be conducted by random lottery, consistent with all applicable laws and guidance.

Lottery Overview

In the event interest in a grade is beyond capacity, enrollment is determined by a random lottery system. All completed applications turned in by the deadline will be eligible for the lottery. All applicants are randomly selected during the lottery. Should there be more lottery applicants than available seats, students are randomly assigned waitlist numbers. ACAD does not carry its enrollment list over from year to year and students not selected in the lottery will be invited to reapply for the following year.

Lottery Application Process

The principal or his designee will determine, based upon the total number of students currently enrolled, how many enrollment openings are available for each grade level. Class size may be approximately 25-30 students per class with two classes per grade, totaling 50-60 students per grade. Classes may be over-enrolled by two students per class to account for natural attrition. The principal may determine final class sizes. The application process will be conducted online. The application will not request demographic information nor if a student requires special services.

Lottery Application Criteria

Parents may submit an enrollment for their child anytime during the Enrollment period for the appropriate grade level for their child and only for the upcoming school year. Only full-time students will be accepted.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

Lottery Application Deadline

All applications for the lottery must be filled out completely and legibly. Applications received after the deadline indicated below will be added to the end of the wait list in the order they are received.

Lottery Mechanics

When the number of eligible applicants exceeds the space available in a particular grade to which admission is sought, a process of random selection shall be conducted. Random selection will occur when the priority list of applicants has been exhausted. Ascent Classical Academy's lottery is conducted giving consideration to a number of different priority statuses.

Priority 1: Founder/Board Policy

Those children whose parents/guardians were active in the planning process by serving on the founding interim governing board, an advisor to the founding interim governing board, active volunteer who completes 30 hours of service, or other criteria established by the Governing Board beneficial to the successful founding of the school, will receive priority for admission if their applications are received by the application deadline. Said families must have been designated a "founding family" by Ascent Classical Academy. Current Board members also receive enrollment priority. Reserved Priority 1 seats will not exceed 20% of grade capacity. Priority 1 families will taper off throughout the existence of the school as their children graduate.

Priority 2: Staff Policy

Children of staff members who work 30 or more hours per week will receive priority for admission. These children will be allowed to remain in the school regardless of whether or not the parent/guardian remains employed by the school.

The total number of students enrolled under the priority Founder/Board/Staff policy will not exceed 20% of the school's population. If there are fewer spots than the number of priority applicant's, then a separate lottery is held for these applicants with priority status. Children of Founders and Staff are given priority over siblings. Any student falling under the Founder/Board/Staff policy who is not eligible for priority due to exceeding the 20% threshold, will be entered into the general lottery.

Priority 3: Sibling/Household Policy

It is the intent of Ascent Classical Academy to support whole families and create a cohesive and inclusive school community. Siblings of enrolled students will receive priority for admission if their applications are received by the designated deadline. Families may also apply for household priority. Household priority is given when a child, who is not a sibling, lives with a

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

currently enrolled or admitted family. In this situation, custody papers or other legal documentation must be provided to claim priority.

Siblings of multiples, such as twins or triplets, will be grouped together within their respective priority category.

General Lottery

Once priority seats have been filled, Ascent Classical holds a general lottery as described above. The lottery will be held no later than the second Monday of February. Students who reside within the Douglas County RE-1 School District limits will be given preference over students living outside the District boundaries. Seats will be assigned randomly.

At the conclusion of the lottery for each grade level, applicants will be ordered on a waitlist for each grade.

Second Round Enrollment

The Second Round Enrollment period opens as soon as the First Round is closed to new applications.

Applicants applying in the Second Round will be offered open seats or placed on a wait list on a first come, first served basis, after the First Round lottery is conducted and wait lists established.

Grounds for Denial of Admission

Subject to the school's responsibilities under the Exceptional Children's Educational Act and applicable federal, state and local laws, the following will constitute ground for denial of admission to the school:

- Failure to meet an age requirement.
- Having been expelled from any school district in the preceding twelve months.
- Having engaged in behavior in another school during the preceding twelve months that is detrimental to the welfare or safety of other students or of school personnel.
- Failure to comply with the immunization provisions. Families who choose not to immunize their children must sign an immunization waiver.
- Falsification of application or enrollment documents.

Time Frame and Public Notice

The First Round application period will take place from October through 2:30pm of the Friday of the first full school week of January. Grade level lists will be compiled no later than the second Monday following the close of the First Round application deadline. Once a name is drawn, the

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

parent(s) will be notified by email and given 72 hours to accept or decline the seat. This offer is only for the grade level the parent applied for for their child.

If the parents(s) cannot be contacted because they failed to make notification of changes in their email or phone number, they shall be removed from the lottery pool.

If the parent declines an opening offered to their child, that child's name is withdrawn from the application pool and the parent(s) may choose to reapply at a later date.

If a student is offered a seat into Ascent Classical Academy of Douglas County after August 1, the parent or guardian must respond within 48 hours or that child's name is withdrawn from the application pool. The parent or guardian may choose to reapply to be put back into the application pool.

Openings at ACAD will be advertised at parent information meetings, on its web site, and posted in the school. ACAD will not discriminate in recruiting and will reach out broadly to the entire community, including households that do not speak English as a primary language, students with disabilities, and other underserved groups to inform of early enrollment list availability.

Enrollment Deadline

ACAD will only accept new students after October 1st with approval of the principal.

Re-Enrollment for Current Students

Current ACAD families do not need to enter the lottery each year but they must do two things to secure their seat for the following year.

Each December parents of students currently enrolled in the school will receive a form asking if they are planning on returning the following year and if so, how many children they would like to enroll. This information helps determine how many seats are available for the lottery. Failure to return the forms by the deadline may result in the loss of a students' seat for the following year. This step is NOT the registration for the following school year. Additional steps must be taken to secure a seat for the following year.

All currently enrolled students must be re-registered between April 1 and June 30th for the next school year. A student is not fully registered until this step is complete.

ACAD will notify currently enrolled families of the registration process via e-mail and in writing via the ACAD newsletter at the end of each school year. School staff will offer several reminders via e-mail. ACAD is not required to make individual reminder calls.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

It is the sole responsibility of the parent to keep their e-mail and phone numbers updated as well as follow the registration process and meet the required deadlines. If a parent fails to make the deadline and fails to notify the admissions director, the seat will be offered to the next person on the wait list. The parent may choose to have the student's name added to the bottom of the wait list.

Complete Registration Process

After being offered a seat at ACAD, parents will be required to complete additional steps to complete their registration, including notifying their current school of their acceptance of a seat at the school and authorizing their child's records be transferred to ACAD.

This deadline will be established by the principal, or his designee, and communicated to parents.

If parents do not inform their previous school and authorize the release of their child's records by the deadline, they may forfeit their seat, and it will be offered to the next child on the waitlist.

Ascent Classical Academy retains ownership of its Enrollment Policy and may update it as needed, to include ensuring compliance with federal grant guidelines. The policy will include strict prohibitions on discrimination and meet all applicable laws.

Attachment 10: Service Agreements

Purchased Services Agreement

The School and the District may enter into separate Purchased Services Agreement(s) for the provision of additional services to the School. Purchased Services Agreement(s) may be modified each year, both as to cost and services provided, at the request of the District or School.

Attachment 11 - Articles and Bylaws

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

CO
(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

OR

(if an entity)

Ascent Classical Academies

(**Caution:** Do not provide both an individual and an entity name.)

Mailing address

601 Corporate Circle

(Street number and name or Post Office Box information)

Golden

(City)

CO

(State)

80401

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

☐ The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See Attachment

Attachment 11 - Articles and Bylaws

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☒ This document contains additional information as provided by law.

8. (**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Shuler	Derec		
(Last)	(First)	(Middle)	(Suffix)
601 Corporate Circle			
(Street number and name or Post Office Box information)			
<hr/>			
Golden	CO	80401	
(City)	(State)	(ZIP/Postal Code)	
<hr/>			
	United States		
(Province – if applicable)	(Country)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Attachment 11 - Articles and Bylaws

CHARITABLE PURPOSES CLAUSE

Ascent Classical Academy of Douglas County ("ACAD") is organized exclusively for educational and charitable purposes within the meaning of Section 501(c)3 of the Internal Revenue Code. Notwithstanding any other provision of these articles, this organization shall not carry on any other activities not permitted to be carried on a) by another organization exempt from Federal income tax section 501(c)3 of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Revenue Law) or b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Revenue Law).

DISSOLUTION CLAUSE

Upon the winding up and dissolution of this organization, after paying or adequately providing for the debts and obligations of the organization, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for educational and charitable purposes and which has established its tax exempt status under section 501(c)3 of the Internal Revenue Code.

Attachment 11 - Articles and Bylaws

**BYLAWS
OF
ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY
AMENDED JUNE 8, 2017**

Attachment 11 - Articles and Bylaws

BYLAWS OF ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY

ARTICLE I.

OFFICES

Section 1.1 Business Offices. The initial principal office of the corporation shall be as stated in the articles of incorporation. The corporation may at any time and from time to time change the location of its principal office. The corporation may have such other offices, either within or outside Colorado, as the board of directors may designate or as the affairs of the corporation may require from time to time.

Section 1.2 Registered Office. The registered office required by the Colorado Revised Nonprofit Corporation Act (the “Act”) to be maintained in Colorado may be changed from time to time by the board of directors or by the officers of the corporation, or to the extent permitted by the Act by the registered agent of the corporation, provided in all cases that the street addresses of the registered office and of the business office or home of the registered agent of the corporation are identical

ARTICLE II.

MEMBERS

Section 2.1 No Members. The corporation shall have no members. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise, by law, vest in the members, shall vest in the Board.

ARTICLE III.

BOARD OF DIRECTORS

Section 3.1 General Powers. Except as otherwise provided in the Act, the Colorado Charter Schools Act, the articles of incorporation or these bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed by, its board of directors.

Section 3.2 Qualifications, Number, Classification, Election and Tenure.

(a) Qualifications. Each director must be a natural person who is twenty-five years of age or older. Qualifications for board membership shall include but not be limited to: (a) enthusiasm for Ascent Classical Academy of Douglas County (the “School”), its mission, and conviction in its purpose; (b) support the principles of the Board Agreement, the

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mission of the Hillsdale Barney Charter School Initiative, and Ascent Classical Academies; (c) commitment to professional development; (d) special skills to address specific management and needs of the School and the Network; (e) willingness to accept and support decisions democratically made; and (f) ability to represent the School and the Network to the community.

(b) Number. The number of initial directors of the corporation shall be five. The number of directors shall never be fewer than five nor more than seven, as determined by the board of directors from time to time. Any action of the board of directors to change the number of directors, whether expressly by resolution or by implication through the election of additional directors, shall constitute an amendment of these bylaws changing the number of directors, provided such action otherwise satisfies the requirements for amending these bylaws as provided in the Act, the articles of incorporation or these bylaws.

(c) Classification. At the first meeting of the board of directors, classification of the directors shall be made by dividing them into three classes, each class to be as nearly equal in number as possible. The term of office of the directors of the first class shall expire at the end of the first annual meeting of the board of directors held after such classification; the term of office of the directors of the second class shall expire at the end of the second annual meeting of the board of directors thereafter; and the term of office of the directors of the third class shall expire at the end of the third annual meeting of the board of directors thereafter. Except as set forth in this Section 3.2(c), the term of each director shall be three years.

(d) Election and Tenure. At each annual meeting of the directors after the classification described in Section 3.2(c), the number of directors equal to the number vacancies on the board shall be appointed by the board of directors, to hold office until the end of the third succeeding annual meeting. Each director so elected shall hold office until such director's term expires and thereafter until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation or removal. As long as the School maintains a relationship, Ascent Classical Academies may appoint one, non-voting member, to the School's board of directors.

Section 3.3 Resignation; Removal; Vacancies. Any director may resign at any time by giving written notice to the chairman or to the secretary of the corporation. A director's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director shall be deemed to have resigned in the event of such director's incapacity as determined by a court of competent jurisdiction. Any director may be removed at any time, with or without cause, by the affirmative vote of two-thirds of the other directors then in office. In the event a director has two unexcused absences from two regular meeting of the Board in a fiscal year, they shall be removed. Any vacancy of an elected director may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director elected to fill a vacancy shall hold the office for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, and a director so chosen shall hold office until the next election of the class of directors for which such director was chosen and thereafter until such director's successor shall have been elected and qualified, or until such

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director's earlier death, resignation or removal. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

Section 3.4 Regular Meetings. A regular annual meeting of the board of directors shall be held at the time and place within Colorado, as determined by the board, for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting. The board of directors may provide by resolution the time and place within Colorado, for the holding of additional regular meetings.

Section 3.5 Special Meetings. Special meetings of the board of directors may be called by or at the request of the chairman or any three directors. The person or persons authorized to call special meetings of the board of directors may fix the time and place within Colorado, for holding any special meeting of the board called by them.

Section 3.6 Notice of Meetings. The corporation shall notify all directors of meetings no less than five days prior to the holding of the meeting.

(a) Requirements. Notice of any special meeting of the board of directors stating the date, time and place of the meeting shall be given to each director at such director's business or residential address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wire or wireless communication (and the method of notice need not be the same as to each director). Written notice, if in a comprehensible form, is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; and (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice is effective when communicated in a comprehensible manner. If transmitted by facsimile, electronic transmission or other form of wire or wireless communication, notice shall be deemed to be given when the transmission is complete.

(b) Waiver of Notice. A director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 3.6(b), the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to the corporation for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless: (i) at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

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Section 3.7 Deemed Assent. A director of the corporation who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to all action taken at the meeting unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; or (ii) the director contemporaneously requests the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (iii) the director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before the adjournment thereof or by the corporation promptly after the adjournment of the meeting. Such right of dissension or abstention is not available to a director who votes in favor of the action taken.

Section 3.8 Quorum and Voting. A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the board of directors, and the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the board of directors, unless otherwise required by the Act, the articles of incorporation or these bylaws. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.

Section 3.9 Voting by Proxy. No director may vote or act by proxy at any meeting of directors.

Section 3.10 Compensation. Directors shall not receive compensation for their services as such; however, by resolution of the board of directors, the reasonable expenses of directors of attendance at board meetings may be paid or reimbursed by the corporation. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the corporation in any other capacity.

Section 3.11 Committees. By one or more resolutions adopted by the vote of a majority of the directors present in person at a meeting at which a quorum is present, the board of directors may designate from among its members one or more committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise specific delegated authority of the board of directors, except as prohibited by the Act. The delegation of authority to any committee shall not operate to relieve the board of directors or any member of the board from any responsibility or standard of conduct imposed by law or these bylaws. Rules governing procedures for meetings of any committee shall be the same as those set forth in these bylaws or the Act for the board of directors unless the board or the committee itself determines otherwise.

Section 3.12 Advisory Committees. The board of directors may from time to time form one or more advisory boards, committees, auxiliaries or other bodies composed of such members, having such rules of procedure, and having such chair, as the board of directors shall designate. The name, objectives and responsibilities of each such advisory board, and the rules and procedures for the conduct of its activities, shall be determined by the board of directors. An advisory board may provide such advice, service, and assistance to the

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corporation, and carry out such duties and responsibilities for the corporation as may be specified by the board of directors; except that, if any such committee or advisory board has one or more members thereof who are entitled to vote on committee matters and who are not then also directors, such committee or advisory board may not exercise any power or authority reserved to the board of directors by the Act, the articles of incorporation or these bylaws. Further, no advisory board shall have authority to incur any corporate expense or make any representation or commitment on behalf of the corporation without the express approval of the board of directors or the president of the corporation.

Section 3.13 Meetings by Electronic Communication. Members of the board of directors or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE IV.

OFFICERS AND AGENTS

Section 4.1 Designation and Qualifications. The elected officers of the corporation shall be a chair, vice-chair, secretary and treasurer. The board of directors may also appoint such other officers, including an executive director, a controller, a public relations officer, assistant secretaries and assistant treasurers, as it may consider necessary or useful. One person may hold more than one office at a time, except that no person shall hold simultaneously the offices of chair and vice-chair. No officer shall execute, acknowledge or verify any instrument in more than one capacity. Officers need not be directors of the corporation. All officers must be natural persons who are twenty-one years of age or older.

Section 4.2 Election and Term of Office. The board of directors, or an officer or committee to which such authority has been delegated by the board of directors, shall elect or appoint the officers at or in conjunction with each annual meeting of the board of directors. If the election and appointment of officers shall not be held at or in conjunction with such meeting, such election or appointment shall be held as soon as convenient thereafter. Each officer shall hold office from the end of the meeting at or in conjunction with which such officer was elected or appointed until such officer's successor shall have been duly elected or appointed and shall have qualified, or until such officer's earlier death, resignation or removal.

Section 4.3 Compensation. The compensation, if any, of each officer shall be as determined from time to time by the board of directors, or by an officer or a committee to which such authority has been delegated by the board of directors. To the extent reasonably feasible, the person or persons determining compensation shall obtain data on the compensation of officers holding similar positions of authority within comparable organizations, shall set the compensation based on such data and an evaluation of the officer's performance and experience as related to the requirements of the position, and shall document the basis for the determination, including the comparison data used, the requirements of the position, and the evaluation of the officer's performance and experience. No officer shall be prevented from receiving a salary by reason of the fact that the officer is also a director of the corporation. However, no payment of

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compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Section 4.4 Removal. Any officer or agent may be removed by the board of directors at any time, with or without cause, but removal shall not affect the contract rights, if any, of the person so removed. Election, appointment or designation of an officer or agent shall not itself create contract rights.

Section 4.5 Vacancies. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the corporation, by giving written notice to the president or to the board of directors. An officer's resignation shall take effect upon receipt by the corporation unless the notice specifies a later effective date, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An officer shall be deemed to have resigned in the event of such officer's incapacity as determined by a court of competent jurisdiction. A vacancy in any office, however occurring, may be filled by the board of directors, for the unexpired portion of the term. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board of directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 4.6 Authority and Duties of Officers. The officers of the corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the chair, the board of directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) Chair or President. The chair shall, subject to the direction and supervision of the board of directors: (i) be the chief executive officer of the corporation and have general and active control of its affairs and business and general supervision of its officers, agents and employees; (ii) preside at all meetings of the board of directors; (iii) see that all resolutions of the board of directors are carried into effect; and (iv) perform all other duties incident to the office of president and as from time to time may be assigned to such office by the board of directors. The chair shall be an ex-officio member of all standing committees and may be designated chairperson of those committees by the board of directors.

(b) Vice-Chair. The vice-chair shall assist the chair and shall perform such duties as may be assigned by the chair or by the board of directors. The vice-chair shall, at the request of the chair, or in the chair's absence or inability or refusal to act, perform the duties of the chair and when so acting shall have all the powers of and be subject to all the restrictions on the chair.

(c) Secretary. The secretary shall (i) keep the minutes of the proceedings of the board of directors, the members (if any), and committees of the board or the members; (ii) see that all notices are duly given in accordance with the provisions of these

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bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the corporation; and (iv) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to such office by the chair or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(d) Treasurer. The treasurer shall (i) be the chief financial officer of the corporation and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the board of directors; (ii) receive and give receipts and acquittances for moneys paid in on account of the corporation, and pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of the corporation and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns and related documents, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations; (iv) monitor compliance with all requirements imposed on the corporation as a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code; (v) upon request of the board, make such reports to it as may be required at any time; and (vi) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to such office by the chair or the board of directors. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by treasurer.

Section 4.7 Surety Bonds. The board of directors may require any officer or agent of the corporation to execute to the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of such person's duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the corporation.

ARTICLE V.

FIDUCIARY MATTERS

Section 5.1 Indemnification.

(a) Scope of Indemnification. The corporation shall indemnify each director, officer, employee and volunteer of the corporation to the fullest extent permissible under the laws of the State of Colorado, and may in its discretion purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section 5.1. The corporation shall have the right, but shall not be obligated, to indemnify any agent of the corporation not otherwise covered by this Section 5.1 to the fullest extent permissible under the laws of the State of Colorado.

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(b) Savings Clause; Limitation. If any provision of the Act or these bylaws dealing with indemnification shall be invalidated by any court on any ground, then the corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of the Act or these bylaws that shall not have been invalidated. Notwithstanding any other provision of these bylaws, the corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the corporation as an organization described in section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Section 5.2 General Standards of Conduct for Directors and Officers.

(a) Discharge of Duties. Each director shall discharge the director's duties as a director, including the director's duties as a member of a committee of the board, and each officer with discretionary authority shall discharge the officer's duties under that authority (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the director or officer reasonably believes to be in the best interests of the corporation.

(b) Reliance on Information, Reports, Etc. In discharging duties, a director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 5.2(b) unwarranted.

(c) Liability to Corporation. A director or officer shall not be liable as such to the corporation for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this Section 5.2.

(d) Director Not Deemed to Be a "Trustee." A director, regardless of title, shall not be deemed to be a "trustee" within the meaning given that term by trust law with respect to the corporation or with respect to any property held or administered by the corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 5.3 Conflicts of Interest.

(a) Definition. A conflict of interest arises when any "responsible person" or any "party related to a responsible person" has an "interest adverse to the

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corporation.” A “responsible person” is any individual in a position to exercise substantial influence over the affairs of the corporation, and specifically includes, without limitation, directors and officers of the corporation. A “party related to a responsible person” includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a director, trustee or officer or has a financial interest. “An interest adverse to the corporation” includes any interest in any contract, transaction or other financial relationship with the corporation, and any interest in an entity whose best interests may be impaired by the best interests of the corporation including, without limitation, an entity providing any goods or services to or receiving any goods or services from the corporation, an entity in which the corporation has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of the corporation.

(b) Disclosure. If a responsible person is aware that the corporation is about to enter into any transaction or make any decision involving a conflict of interest, (a “conflicting interest transaction”), such person shall: (i) immediately inform those charged with approving the conflicting interest transaction on behalf of the corporation of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person’s knowledge that bear on the advisability of the corporation entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

(c) Approval of Conflicting Interest Transactions. The corporation may enter into a conflicting interest transaction provided either:

(i) The material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or to a committee of the board of directors that authorizes, approves or ratifies the conflicting interest transaction, and the board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors on the board or committee, even though the disinterested directors are less than a quorum; or

(ii) The conflicting interest transaction is fair as to the corporation.

Section 5.4 Liability of Directors for Unlawful Distributions.

(a) Liability to Corporation. A director who votes for or assents to a distribution made in violation of the Act or the articles of incorporation of the corporation shall be personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed without violating the Act or the articles of incorporation if it is established that the director did not perform the director’s duties in compliance with the general standards of conduct for directors set forth in Section 5.2.

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(b) Contribution. A director who is liable under Section 5.4(a) for an unlawful distribution is entitled to contribution: (i) from every other director who could be liable under Section 5.4(a) for the unlawful distribution; and (ii) from each person who accepted the distribution knowing the distribution was made in violation of the Act or the articles of incorporation, to the extent the distribution to that person exceeds what could have been distributed to that person without violating the Act or the articles of incorporation.

Section 5.5 Loans to Directors and Officers Prohibited. No loans shall be made by the corporation to any of its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until the repayment thereof.

ARTICLE VI.

RECORDS OF THE CORPORATION

Section 6.1 Minutes, Etc. The corporation shall keep as permanent records minutes of all meetings of the board of directors, a record of all actions taken by the board of directors or members without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation, and a record of all waivers of notices of meetings of the board of directors or any committee of the board of directors or members.

Section 6.2 Accounting Records. The corporation shall maintain appropriate accounting records.

Section 6.3 Records In Written Form. The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 6.4 Records Maintained at Principal Office. The corporation shall keep a copy of each of the following records at its principal office:

- (a) The articles of incorporation;
- (b) These bylaws;
- (c) Resolutions adopted by the board of directors relating to the characteristics, qualifications, rights, limitations and obligations of the members or any class of members;
- (d) The minutes of all meetings of the members, and records of all action taken by the members without a meeting, for the past three years;
- (e) A list of the names and business or home addresses of the current directors and officers;

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- (f) A copy of the most recent corporate report delivered to the Colorado secretary of state;
- (g) All financial statements prepared for periods ending during the last three years that a member of the corporation could have requested under section 6.6(c);
- (h) The corporation's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; and
- (i) All other documents or records required to be maintained by the corporation at its principal office under applicable law or regulation.

ARTICLE VII.

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the Chair or Vice Chair, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto.

Section 7.2 Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Board of Directors otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted.

Section 7.2 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 7.3 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII.

MISCELLANEOUS

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Section 8.1 Fiscal Year. The fiscal year of the corporation shall commence on July 1 and end on June 30 of each year.

Section 8.2 Conveyances and Encumbrances. Property of the corporation may be assigned, conveyed or encumbered by such officers of the corporation as may be authorized to do so by the board of directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the corporation shall be authorized only in the manner prescribed by applicable statute.

Section 8.3 Designated Contributions. The corporation may accept any contribution, gift, grant, bequest or devise that is designated, restricted or conditioned by the donor, provided that the designation, restriction or condition is consistent with the corporation's general tax-exempt purposes. Donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the corporation shall reserve all right, title and interest in and to and control over such contributions, and shall have authority to determine the ultimate expenditure or distribution thereof in connection with any such special fund, purpose or use. Further, the corporation shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used exclusively to carry out the corporation's tax-exempt purposes.

Section 8.4 References to Internal Revenue Code. All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Section 8.5 Principles of Construction. Words in any gender shall be deemed to include the other gender; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign, convey and deliver; and the table of contents, headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of these bylaws.

Section 8.6 Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

Section 8.7 Amendments. These bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board of directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings.

(END)

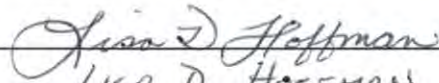
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ASCENT CLASSICAL ACADEMY

BYLAWS CERTIFICATE

The undersigned certifies that s/he is the Secretary of Ascent Classical Academy, a Colorado nonprofit corporation, and that, as such, the undersigned is authorized to execute this certificate on behalf of said corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective bylaws of said corporation.

Dated: 6-8-2017.



LISA D HOFFMAN

Secretary

Attachment 12 - Graduation Requirements



Ascent Classical Academy Graduation Requirements

	DougCo	ACAD
English Core courses: Classical Literature (2 semesters), British Literature (2 semesters), American Literature (2 semesters), Modern Literature (2 semesters).	4	4
Math In addition to meeting the credit requirement, students must successfully complete Geometry (2 semesters) and Algebra II (2 semesters).	3	4
Science In addition to meeting the credit requirement, students must successfully complete Biology (2 semesters) and Chemistry (2 semesters).	3	4
History Core courses: Western Civ I (2 semesters), Western Civ II (2 semesters), American History to 1900 (2 semesters), Modern European History (2 semesters), American History 20 th Century (1 semester).	2.5	4.5
Government Core course: American Government (1 semester)	.5	.5
Economics Core course: Economics (1 semester)	-	.5
Foreign Language In addition to meeting the credit requirement, students must successfully complete one credit in Latin (1 year).	-	3
Composition Core course: Composition (1 semester). Depending upon the student's readiness for the standard course, some students may be required to take as a pre-requisite a one-semester basic composition course.	-	.5
Moral Philosophy Core course: Moral Philosophy (1 semester)	-	.5
Fine Arts In addition to meeting the credit requirement, students must successfully complete one course in music (1 semester).	1	1
Practical Arts (includes levels 3-5 of a foreign language)	1	-
Physical Education/Health	1	1
Electives	8	3
Total	24	26.5

- ◇ All students are required to complete the core courses.
- ◇ At the discretion of the principal, a student may be required to complete remedial courses in order to graduate.
- ◇ The principal has the authority to waive any graduation requirement except those meeting the state requirements.
- ◇ Once enrolled full-time, a student will not receive credit from any other institution without the prior approval of the principal.
- ◇ While some courses may be completed in middle school (such as Geometry), graduation credits are only earned in high school.