

CHARTER SCHOOL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

ASCENT CLASSICAL ACADEMY NORTHERN COLORADO

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## CHARTER SCHOOL CONTRACT

This charter school contract (the "Contract") is effective as of the date of execution for a contract term to begin July 1, 2020 by and between the State Charter School Institute (the "Institute" or "CSI") and Ascent Classical Academy Northern Colorado State Charter School, doing business as Ascent Classical Academy Northern Colorado, (the "School"), for the establishment of a Charter School, organized as a Colorado nonprofit corporation, located in Fort Collins, CO.

### SECTION 1: RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (the "Charter Schools Act"), **C.R.S. 22-30.5-101 *et seq.***, allowing for the creation and operation of charter schools within the state by its terms and for certain purposes as enumerated in **C.R.S. 22-30.5-102(2) & (3)**;

WHEREAS, The Colorado General Assembly has subsequently enacted **C.R.S. 22-30.5-501 *et seq.***, (the "State Charter Institute Act") authorizing the creation of the Institute and empowering the Institute to enter into charter school contracts as specified therein;

WHEREAS, pursuant to **C.R.S. 22-30.5-503(1)(b)(III), 22-30.5-504(1) and 22-30.5-508(1)**, the Institute has the authority to approve applications to establish charter schools in the State of Colorado and thereafter to enter into contracts with such schools setting forth the terms and conditions under which a charter school is to operate;

WHEREAS, on August 20, 2019, the Institute Performance Management Committee held a public hearing during which the applicant provided information to the Committee and answered questions about the application;

WHEREAS, on August 27, 2019, in accordance with the replication application timeline, the School submitted a replication application to the Institute for consideration;

WHEREAS, the replication application was examined in accordance with national best practices for charter school application review which included Institute Staff review of the submitted application;

WHEREAS, on October 8, 2019, the CSI Performance Management Committee held a public hearing to review the CSI Staff Recommendation regarding the replication application;

WHEREAS, the Institute Staff Replication Recommendation & Report to approve the transfer application was forwarded to the full board for consideration at its October 15, 2019 regular meeting;

WHEREAS, the Institute Board fully considered the transfer application from the School, as well as the a Staff Transfer Recommendation & Report;

WHEREAS, on October 15, 2019 the Institute approved the Replication School Application, subject to certain conditions and milestones and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution # 1951, which is attached hereto as **Exhibit A** and is incorporated by reference herein, and the agreed-upon milestones for opening, which are attached hereto as **Exhibit D** and are incorporated herein by reference; and

WHEREAS, this Contract, together with the Expansion Application (the "Application") (as modified and incorporated by reference herein) and with the attachments and exhibits thereto, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

## AGREEMENT

### SECTION 2: THE SCHOOL

**2.1 Parties.** This Agreement is entered into between the Board of Directors of the School ("School Board") and the Institute. The person authorized to sign on behalf of the School is the Chair of the School Board and as attested by the Secretary of the School Board. The person authorized to sign on behalf of the Institute is the Chair of the Board of Directors of the Institute and as attested by the Secretary of the Board of Directors.

**2.2 Term.** This Contract is effective as of the date of execution for a charter term to begin July 1, 2020 and terminate on June 30, 2023., with a possible automatic two-year contract should ASCENT-NOCO meet the following benchmarks:

1. ASCENT-NOCO attains and maintains a Performance rating on the Colorado Department of Education School Performance Framework ("SPF") and the CSI Annual Review of Schools ("CARS") for the 2020-21 and 2021-22 school years;
2. ASCENT-NOCO demonstrates financial viability as evidenced by meeting TABOR reserve requirements, meeting enrollment projections (with a reasonable variance allowed), and gradually increasing enrollment in accordance with the charter application, for the 2020-21 and 2021-22 school years; and
3. ASCENT-NOCO demonstrates a pattern of compliance with federal and state laws and regulations, the charter contract, and Institute requirements. This will be based on a review of any Notices of Concern or Breach received.

This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a period of 3 years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

**2.3 Charter School Legal Status.** The School represents that it is and shall maintain its status as a Colorado nonprofit corporation in accordance with **C.R.S. 22-30.5-507** and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will 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 a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.10** of this Contract.

**2.4 Milestones.** The School represents that it negotiated each milestone incorporated herein and came to a mutually agreeable understanding with the Institute for each milestone included in the application recommendation and application approval resolution and attached hereto as **Exhibit D**. The School shall meet all of the pre-opening Milestones attached hereto as **Exhibit D** by the identified dates. Completion of the milestones is subject to review and approval by the Institute. Failure to timely or adequately fulfill any material term of the Milestones, as determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 11** of the Contract. The Institute also reserves the right to delay or prohibit the School's opening until the School has satisfied each of the pre-opening Milestones set forth in **Exhibit D**. The Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

**2.5 Contacts.** Each year, the School shall submit a contact identification form in accordance with Institute procedures which identifies a primary School contact in addition to contact information for Board members and other key School personnel. The Institute will follow the information provided on the contact identification form in communicating with the School, but reserves the right to communicate with other School personnel or School Board members depending on the nature and subject matter of the communication. The School agrees to timely notify the Institute of any material changes to the information provided on the contact identification form. Formal notices shall be sent in accordance with **Section 12.8** below.

### SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

#### **3.1 Institute Responsibilities and Rights**

A. **Oversight Authority.** The Institute shall have broad oversight authority over the School pursuant to C.R.S. §§ 22-30.5-503(5), 505 and 507(2), and the State Board of Education (the "State Board") shall also have general supervision of the School pursuant to C.R.S. § 22-30.5-503(6). The School shall be accountable to the Institute and is subject to all applicable federal and state laws, regulations of the State Board and the Colorado Department of Education, and Institute policies and regulations unless specifically waived.

B. **Right to Review.** To fulfill its accountability responsibility, 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 Institute 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, including bank statements;

- iii. Educational program, including test administration procedures and student protocols;
- iv. Interim assessment measures;
- v. Personnel records, including evidence that criminal background checks have been conducted;
- vi. School operations, including health, safety and occupancy requirements; and
- vii. Inspection of the facility.

Further, this Contract makes explicit the Institute's right to make announced or unannounced visits to the School to fulfill its oversight responsibilities. Records must be maintained in Colorado and Institute staff must be granted unlimited access to any electronic student record systems.

Notwithstanding anything to the contrary herein, the Institute shall not have access to (1) documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to a work product exception, or other confidential attorney client communications, in whatever form, relating to negotiations with the Institute.

C. **Complaints.** In accordance with Institute policy, complaints received by the Institute will first be directed to the School's administration and then to the School Board for resolution. Where a grievant has followed the School's Grievance Policy and escalates the complaint to the Institute, the Institute agrees to notify the School and, if appropriate, the School Board of any formal complaint within five (5) business days of receipt of the complaint and will include information about the substance of the complaint. While the identity of a complainant will typically be shared with the School to allow the School to properly address an issue, due consideration shall be accorded to any complainant's request for anonymity.

D. **Feedback about Progress.** The Institute will provide information to the School about its status in relationship to the requirements contained in **Section 7** in accordance with the CSI Annual Review of Schools and associated timelines.

E. **Access to Data and Information.** The Institute will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Exceptional Student Education Act data, school improvement status, accreditation, special education, and funding information.

F. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the Institute 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 Institute 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 Institute. The Institute shall present any appeal it reasonably determines to be valid to the Department in accordance with **CCR 301-1, Rule 10.03**. No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the final plan assignment determination that the School shall implement. No later than ten (10) business days following approval by the Institute Board, the Institute shall provide to the School the final accreditation status assigned to the School and the Institute's assessment of the progress made by the School toward the goals and objectives set forth in **Section 7** of this Contract.

### **3.2 School Responsibilities and Rights**

A. **Records.** The School shall comply with applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, but not limited to, the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.*, and the **Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g**. The School further agrees to assist and cooperate with the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

Student records include but are not limited to immunization records, class schedules, records of academic performance, IEP and 504 records, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities. The School agrees to maintain up-to-date information about enrolled students in the School's online student data systems. All paper records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours.

#### **B. Notice to the Institute.**

**Timely Notice:** The School will timely notify the Institute (and other appropriate authorities) in the following situations:

- i.* 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 violations of law;
- ii.* Any changes in current Board membership, including resignations and appointments; and
- iii.* Any complaints filed against the School or its employees, administration, or Board members by any governmental agency.

**Immediate Notice:** The School will immediately notify the Institute of any of the following:

- i.* Conditions that may cause it to vary from the terms of this Contract, applicable Institute requirements, or federal or state law;
- ii.* Any circumstance requiring the unplanned extended 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;
- iii.* Any circumstances requiring lockdown, emergency procedures or any other action that may affect school health or safety;
- iv.* The arrest, dismissal or resignation of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- v.* Misappropriation of funds;
- vi.* A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more; and
- vii.* Any change in the School Board's corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) tax-exempt organization.

C. **Compliance.** The School will comply with all applicable federal and state laws, regulations and rules, local ordinances, and Institute policies, except to the extent that the School has obtained waivers from state law and Institute policies in accordance with **Section 5.10** below. The School is expected to be aware of the federal and state laws and Institute policies with which the School must comply. Noncompliance will be addressed through the Institute's School Compliance Policy. A compliance attestation document will be provided to the School Leader and School Board Chair for signature on a yearly basis. The Institute reserves the right to conduct audits and require submission of certain documents or assurances in order to monitor compliance.

D. **Reports.** The School will timely provide to the Institute any reports necessary and reasonably required for the Institute to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed on the CSI online compliance calendar (or its replacement) with projected due dates for the current school year. Timely notification will be provided by the Institute when due dates are changed or if additional reports are required by the federal government or the Colorado Department of Education ("CDE"). The Institute will continuously update the list of required reports and due dates and provide this information to the School via the CSI online compliance calendar (or its replacement). Failure by the School to provide reports by set deadlines may constitute a material breach of the Contract in accordance with Institute compliance policies and procedures, and the Institute may take action under **Sections 3.5 or Section 11** of this Contract.

E. **Indemnification.** To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School Board and the School agree to indemnify and hold the Institute and its 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, infringement on intellectual property rights or damage or any other losses of any kind whatsoever to the extent the same are proximately caused by any act, error, or omission, whether negligent, grossly negligent, intentional or otherwise, of any of its employees, directors, officers, agents, assigns, subcontractors, and representatives. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law. This clause shall apply to disputes that arise post-termination of the contract between the Institute and the School for claims arising relating to the contract

**3.3 Procedures for Contract Amendments.** If the Institute requests a change to this Contract, the Institute will send written notice to the School in accordance with Sections 12.2 and 12.8.

The School will have 60 days to review and accept or reject the proposed changes.

Except as otherwise specified in the Contract, if the School desires any changes to this Contract, the School shall submit a written request, in a form and manner prescribed by the Institute Charter Modification process (or its replacement), which request shall, at a minimum, identify the change being requested, the rationale for the proposed change, and a description of all considered academic, organizational, and financial impacts.

The Institute shall have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract. With regard to the negotiated Milestones attached hereto as **Exhibit D**, the parties agree that the dates set forth may be modified by mutual agreement of the parties.

**3.4 Voluntary Dispute Resolution.** The parties may choose to attempt to resolve disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board, by means of the dispute resolution process set forth in this Section. Should both parties agree to pursue dispute resolution, they further agree that they shall continue without delay to their performance under this Contract, except for any performance which may be directly affected by such dispute. The timelines in this Section 3.4 may be extended by mutual agreement of the parties.

- i. **Informal negotiation.** If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.
- ii. **Formal notification of dispute.** If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under Section 3.4(i) was unsuccessful.
- iii. **Mediation.** If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.
- iv. **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by Sections 3.4(ii). The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator's recommendation will be forwarded to the Institute and to the School. This shall not be deemed the "release" of the mediator's recommendation.
- v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator's recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.
- vi. **Institute's authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.
- vii. **Failure to Advance the Process.** Failure to advance the process within the time specified in Section 3.4 will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has not moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.
- viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party

who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

**3.5 Other Remedial Courses of Action.** The Institute may revoke or deny renewal of the Contract for any of the grounds set forth in **C.R.S.22-30.5-511** and **1 C.C.R. 302-1, Rule 10.00**. In accordance with Institute policy, the Institute may, at its sole discretion, take other remedial actions prior to initiating revocation procedures in accordance with **Section 11**. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

- i. **Withholding of some or all of the funds due to the School.** This action may be taken in situations as allowed by **C.R.S. 22-30.5-105(2)(c)(IV)**, which include failure to submit reports and budgets listed on the CSI online compliance calendar (or its replacement) or as otherwise required by law, regulation, or Institute policy by the established deadlines.
- ii. **Seeking or requiring technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- iii. **Requesting that the Commissioner** issue a temporary or preliminary order in accordance with **C.R.S. 22-30.5-701 et seq.**,
- iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students, the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to **C.R.S. 22-30.5-703**, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.
- v. **Notice of breach.** This action will be initiated as deemed necessary by the Institute and in accordance with the procedures described in the Institute's school compliance policy and CSI rules. A Notice of Breach shall state the deficiency and the basis for it and provide an opportunity for the School to contest the deficiency, may place the School on Intensive Monitoring, and/or may provide the School with an opportunity to cure the deficiency within a reasonable timeframe prescribed by the Institute. The Institute reserves the right to require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. If the Institute reasonably determines that the plan is not effective in remedying the deficiency, the Institute may require the School to review and revise the plan or may proceed with revocation or any other remedial action the Institute deems necessary.

**3.6 Institute Violations of State Charter Law or Breaches of This Contract.** If the School believes that the Institute has violated any provision of this Contract or charter school law, the School shall send the Institute notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis for the notice, shall provide an opportunity for the Institute to contest the deficiency, shall set forth a reasonable timeframe for remedying the deficiency, and shall set forth the expected results. If the Institute does not remedy the violation or breach, the School may initiate the dispute resolution procedures outlined in **Section 3.4** or seek other remedies provided by law.

## SECTION 4: SCHOOL GOVERNANCE

**4.1 Governance.** The School shall be governed by a Board of Directors of the School ("School Board"), which shall remain incorporated as a Colorado Nonprofit Corporation. The School Board members are fiduciaries of the School and shall operate in accordance with the School Corporation's Articles of Incorporation and Bylaws, which articles and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract and applicable state and federal laws. The School's Articles of Incorporation and Bylaws are attached to this contract as **Exhibit B**. The Articles of Incorporation and Bylaws or 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 School Board shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the Institute with notice of any such changes within 10 days of any such ratification or adoption by the School Board.

**4.2 Corporate Purpose.** The purpose of the School will be limited to such purposes as are set forth in its articles of incorporation as a nonprofit Colorado corporation and as may be accepted and approved by the IRS with regard to its status as an exempt organization under **Section 501(c)(3)** of the Internal Revenue Code.

**4.3 Transparency.** The School Board and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (**C.R.S. 24-6-401 et seq.**) and the Colorado Open Records Act (**C.R.S. 24-72-100.1 et seq.**) and any subsequent amendments thereto. The School shall make the School Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection, including the online publication of School Board meeting minutes, agendas, and meeting notices. Public notice of all regular and special meetings shall be given and posted in accordance with law. The Institute reserves the right to require submission or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes.

Additionally, to promote transparency, the School shall ensure that the following information, at a minimum, is easily accessible on the School's website:

- i.* School Board membership and contact information for the School Board Chair; and
- ii.* Governing Board meeting calendar.

**4.4 Conflict of Interest Policy.** The School shall adopt and strictly enforce a conflict of interest policy which preserves the mission and vision of the School and shall address nepotism, excessive compensation, and any other potential conflicts of interest among school staff, leadership, or governing board.

**4.5 Grievance Policy.** The School shall adopt a grievance policy for resolution of public complaints consistent with Institute policy. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. The final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute Executive Director in appropriate circumstances and in line with the Institute's conflict resolution policy. The Institute may require the School to modify the proposed grievance policy prior to approval, but such approval will not be unreasonably withheld. Any material changes to the School's grievance policy may be made only with the approval of the Institute in accordance with **Section 3.3** and the School Board.

## SECTION 5: OPERATION OF SCHOOL AND WAIVERS

**5.1 Operational powers.** The School shall be responsible for its own operations including, but not limited to, fiscal matters, preparation of a budget, contracting for services including legal representation and independent auditing, and personnel matters; leasing or purchasing facilities for the School; accepting and expending gifts, donations or grants of any kind in accordance with such conditions as may be prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. The School may contract with third party providers for operational and administrative services to the extent permitted by law and the Contract, in accordance with Sections 7.2 and 8.8 below. The School may negotiate and contract with a School District, the governing body of a state college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, and the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein, subject to the Institutes' prior right to review such contracts.

**5.2 Performance Evaluations.** The School Board shall conduct a performance evaluation of the lead administrator ("School Leader") at least annually in accordance with C.R.S. 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.10 and the School Board shall operate in compliance with such replacement plan. The School Leader 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, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.10 and the School shall operate in accordance with that plan.

**5.3 Transportation.** The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is prohibited from offering a transportation program meaning transportation to and from school during the regular school day and does not mean transportation for other activities such as field trips or athletic/club events, without prior written authorization from the Institute, other than transportation for special education students who require transportation as a related service or for students who otherwise require the provision of transportation in accordance with state or federal law. Any transportation of students provided by the School shall be the sole responsibility of the School. Should the School later obtain advance approval from the Institute to provide transportation in accordance with Section 3.3, the School shall be responsible for - and shall comply with all regulatory, safety, insurance, and licensing requirements.

**5.4 Food Services.** The Institute and the School acknowledge and agree that the School is not planning to participate in the National School Lunch Program. If the School decides to participate in the National School Lunch Program it will do so through an approved School Food Authority and in compliance with applicable laws and regulations and provide advanced notification to the Institute through the appropriate Charter Modification Request Process.

**5.5 Insurance.** The School will purchase insurance protecting the School and its Board, employees, and volunteers, and the Institute where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (also known as school entity liability insurance), and auto liability insurance. The School will also purchase statutory workers' compensation insurance coverage.

The School shall implement the plan to meet applicable insurance coverage requirements set forth in the Application. Any material revision to the terms of such plan may be made only with the prior approval of the Institute. Insurance terms and conditions must be acceptable to the Institute 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 Institute. Minimum coverage requirements 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 or lender  
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 School will provide certificates of insurance to the Institute in accordance with the timelines provided in the CSI online compliance calendar or its replacement or as otherwise required by the Institute. All insurance policies purchased by the School will state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail return receipt requested, has been given to the Institute. The School will notify the Institute within 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 Volunteer Requirements.** Any requirement adopted by the School that requires parents 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. The School agrees to exercise reasonable caution and conduct background checks on volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

**5.7 Nonreligious, Nonsectarian Status.** The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be controlled by or a subsidiary of any nonpublic sectarian school or religious organization, consistent with applicable law.

**5.8 Commitment to Nondiscrimination.** The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

**5.9 Waivers**

A. **Automatic Waivers.** Pursuant to C.R.S. 22-30.5-103 and 1 CCR 301-35, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers to which the School shall be subject. The School shall submit a request for automatic waivers in accordance with Institute Policies and Procedures and state laws and regulations.

B. **Non-Automatic Waivers.** In addition to waivers automatically granted, the Institute agrees to jointly request waivers of additional state laws or regulations to the extent permitted by state laws, rules and regulations upon request by the School and upon approval by the Institute. The waivers to be requested jointly from state law or regulation are set forth in **Exhibit C**. The School shall submit a request for non-automatic waivers in accordance with Institute Policies

and Procedures and state laws and regulations. Institute approval of requests to waive either Institute policies or State laws or regulations will 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 parties will meet to negotiate the effect of such State Board action.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request in accordance with Institute Policies and Procedures and state laws and regulations.

D. **Legal Liabilities.** The School shall operate in compliance with all Institute policies, procedures and regulations, and all applicable federal, state and local laws, rules and regulations, unless specifically waived pursuant to this **Section 5.9**.

E. **Compliance Assurance.** The School will take reasonable steps to assure that staff at the School, members of the School Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Institute policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Institute policies.

## **SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS**

**6.1 School Enrollment and Demographics.** The School shall provide instruction to students in grades K through 12 in accordance with the following Enrollment Schedule and as further described in the Application:

<b>Grade/ Program</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 7</b>
Homeschool	0	60	60	60	60	60	60	60
Grade K	58	58	81	81	81	81	81	81
Grade 1	58	58	81	81	81	81	81	81
Grade 2	58	58	81	81	81	81	81	81
Grade 3	51	58	81	81	81	81	81	81
Grade 4	50	58	81	81	81	81	81	81
Grade 5	50	58	81	81	81	81	81	81
Grade 6	50	58	81	81	81	81	81	81
Grade 7	50	58	58	81	81	81	81	81
Grade 8	25	58	58	58	81	81	81	81
Grade 9	25	30	58	58	58	80	81	81
Grade 10	15	23	28	55	55	75	75	75
Grade 11	0	10	20	26	52	50	69	70
Grade 12	0	0	9	18	24	47	47	65
<b>Total FTE</b>	<b>465.64</b>	<b>590.64</b>	<b>793.98</b>	<b>858.98</b>	<b>913.98</b>	<b>976.98</b>	<b>996.98</b>	<b>1015.98</b>

Material increases or decreases to total enrollment, including the addition or subtraction of a grade level served, require advance Institute approval in accordance with Institute policies and procedures. The School agrees that, under no circumstance, shall its student enrollment exceed the

capacity of the facility or site as set forth in the Certificate of Occupancy. The School acknowledges that if actual enrollment declines below the minimum enrollment required for financial viability, the School's charter may be revoked.

Material increases or decreases to total enrollment, including the addition or subtraction of a grade level served, require advance Institute approval in accordance with Institute policies and procedures, which may include the submission of an Expansion Application. Enrollment expansions shall be approved by the Institute Board provided that the School is accredited with Distinction pursuant to Paragraph 7.4 of this Contract, the expansion is financially viable and will allow the School to meet TABOR reserve requirements, and the School is not otherwise out of compliance with this Contract. This does not exclude the School from any requirements to submit an expansion application in accordance with Institute policies and procedures or seek Institute approval for the addition of grade levels served. This Paragraph 6.1 supersedes any conflicting Institute policy or procedure.

**6.2 Student Recruitment and Enrollment.** Enrollment in the School shall be open to any child who resides within the state, except as limited by C.R.S. 22-30.5-507(3). Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner specified by the School in the Application. In all cases, student recruitment and enrollment decisions shall be without regard to disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, need for special education services, or any other protected class in accordance with federal and state laws and constitutional provisions. Enrollment preferences, selection method, timeline, and procedures are described in Exhibit E. Notification of any material changes to the School's enrollment policies and procedures must be provided to the Institute within a reasonable time after the change.

**6.3 Continuing enrollment.** Pursuant to Colorado state law, students who enroll in the School will remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, voluntary withdrawal or transfer, or IEP placement. Students wishing to transfer from the School to a school in their home District may do so only through the home District's procedures.

**6.4 Indigent Students.** The School shall have a fees policy that waives all fees for indigent students in accordance with applicable federal and state law and Institute policy. The School shall survey its student population for eligibility for free and reduced-price lunches pursuant to federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students.

**6.5 Denial of Admission.** The School may only deny admission to a student to the extent permitted by law.

## SECTION 7: EDUCATIONAL PROGRAM

### **7.1 Vision and mission.**

**Vision:** Ascent Classical Academies develop the moral and intellectual skills, habits, and virtues upon which independent, responsible, and joyful lives are built, in the firm belief that such lives are the basis for a free and flourishing republic.

**Mission:** Ascent Classical Academies train the minds and improve 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 and disciplined environment.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the Institute. Revisions to the vision and mission statements or general implementation of the educational program as set forth in the Application shall be considered material changes to the Contract and shall require prior approval of the Institute.

**7.2 Contracting for Core Educational Services.** Subject to and in accordance with Section 8.8 of this Contract, the School and the Institute agree that the School will contract with an educational service provider (ESP) for implementation of its core educational program as described in the Application. Any changes to the contract for educational services shall be subject to advance approval of the Institute.

**7.3 Educational Accountability, School Performance and Accreditation.** The School shall comply with the educational accountability and accreditation provisions of Colorado law and Institute policy, as amended from time to time, including, but not limited to:

- i. the Educational Accountability Act of 2009, C.R.S. 22-11-101 *et seq.*;
- ii. the Preschool to Postsecondary Education Alignment Act, C.R.S. 22-7-1001 *et seq.*;
- and
- iii. 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, unless waived.

As required by the Colorado Department of Education, to receive a school code, the School shall meet the definition of a Colorado public school, shall submit all required staff and student data to the Institute, and shall be accountable for all state- and federally-mandated accountability requirements as appropriate for the approved grade configuration of the school identified in **Section 6.1**. School codes will be requested in accordance with state laws and regulations, CDE policies, and Institute policy.

**7.4 Performance Frameworks and CSI Annual Review of Schools.** The School shall be subject to the Performance Frameworks developed by the Institute and as may be amended from time to time. Based on the Performance Frameworks, the Institute will annually issue for each school the CSI Annual Review of Schools (or its replacement). The CSI Annual Review of Schools shall supersede any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks and CSI Annual Review of Schools (or its replacement). The specific terms, form and requirements of the Performance Frameworks and CSI Annual Review of Schools (or its replacement), including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Institute and will be binding on the School.

**7.5 Student Performance Goals.** The School agrees to make reasonable progress towards meeting academic standards as defined by the Colorado School Performance Framework and the CSI Annual Review of Schools (or its replacement). Reasonable progress will be established and measured through the implementation of annually, mutually agreed-upon academic targets, developed through use of the Unified Improvement Plan process. The School's progress will be monitored and measured with

the CSI Annual Review of Schools (or its replacement) and evaluated annually as set forth above. The School agrees that the terms "reasonable progress" or "adequate progress" are defined through this mutual process and that the School will be held accountable pursuant to these definitions.

**7.6 Monitoring.** The Institute shall monitor and periodically report to the School on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Frameworks and CSI Annual Review of Schools (or its replacement). Such reporting shall take place at least annually.

**7.7 Renewal.** The School's performance in relation to the indicators, measures, metrics and targets set forth in the Performance Frameworks and the CSI Annual Review of Schools (or its replacement) shall provide the basis upon which the Institute will decide whether to renew the School's Charter at the end of the contract term.

**7.8 Framework Amendment.** The parties intend that, where this Contract references or is contingent upon state or federal laws, that they be bound by any applicable modifications or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Performance Frameworks and CSI Annual Review of Schools (or its replacement) may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements as set forth in law, state and/or nationally recognized best practices, or other circumstances that make assessment based on the existing Performance Framework and CSI Annual Review of Schools (or its replacement) requirements impracticable. In the event that such modifications or amendments are required, the Institute will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Performance Frameworks and CSI Annual Review of Schools (or its replacement).

**7.9 Student Attendance.** The School agrees that it shall comply with all state and federal laws and regulations and Institute policy concerning student attendance. Attendance of students at the School shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

**7.10 Conduct and Discipline.** The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, Institute policies, and the School's Student Discipline Policy. The Institute reserves the right to audit and/or request submission of the School's discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of the School Board.

**7.11 Student Welfare and Safety.**

A. The School shall comply with all Institute-approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety and health, including, without limitation, Institute policies and laws addressing the reporting of child abuse, bullying prevention, accident prevention and disaster response, and any state regulations governing the operation of school facilities. The School is solely responsible for annually developing and implementing an emergency response and safety plan and other safety protocols consistent with state and federal law, including but not limited to the Colorado Safe Schools Act, C.R.S. 22-32-109.1 as it now exists or may be amended. The School will deliver these plans to CSI upon request. CSI will treat emergency response plans and safety protocols as confidential and protected information as allowed under C.R.S. 24-72-204(2)(a)(VIII), and any requests to CSI for security or emergency response plans and protocols provided to CSI by the School will be referred to the School as required under C.R.S. 24-72-304(2)(a)(VIII)(C). Additionally, the

School will annually deliver written notice (electronic or otherwise) to the parents of all enrolled students disclosing the School's safety plan.

B. The School shall not authorize any personnel (whether employees, independent contractors, or otherwise) to carry concealed weapons on School grounds or at School activities pursuant to C.R.S. 18-12-214(3)(b) without first notifying the Institute and complying with the requirements of this Section 7.11. Such notice shall be made before the School initially begins authorizing any personnel to carry concealed weapons, as well as annually thereafter within 30 days of the first day of classes each school year. Before initially authorizing such personnel to carry concealed weapons, and annually thereafter, the School must:

- i.* Deliver written notice (electronic or otherwise) to the parents of all enrolled students (1) disclosing the School's safety plan which includes the plan to authorize concealed carry by designated personnel, and (2) providing notice of the meeting described in paragraph *ii.* below, at least 30 days in advance of such meeting;
- ii.* Allow public comment on the plan to authorize concealed carry by designated personnel at a regularly scheduled open meeting of the School's governing board in the April or May preceding the year the plan is to take effect, and vote to approve or disapprove the plan in open session at that meeting or the immediately following meeting (although specific details of the plan may be withheld from open session in compliance with C.R.S. 24-6-402(4)(d));
- iii.* Post notices around the School grounds, in prominent public view, of the presence of armed personnel;
- iv.* Certify that all such personnel designated to carry concealed weapons during the applicable school year have complied with (1) the Armed School Employees Insurability Standards promulgated by the Colorado School Districts Self Insurance Pool and in effect for that school year, or (2) if the School's insurer has adopted insurability standards materially similar to those adopted by the Colorado School Districts Self Insurance Pool, such standards; and
- v.* Provide documentation of notification to local law enforcement and the geographic school district personnel of the presence of armed personnel and the current school safety plan.

Compliance with these conditions shall be certified in the initial notice to the Institute under this Section 7.11(B) and in the annual notice to the Institute thereafter. The School shall include with these notices a current copy of an insurance policy rider or endorsement specifically covering liabilities arising from armed personnel (although any names and sensitive security details may be redacted, if present in the rider or endorsement). This Section 7.11(B) does not apply to School Resource Officers or other P.O.S.T.-certified peace officers.

The Institute takes no position on the legality of any School's plan with regard to designating personnel under C.R.S. 18-12-214(3)(b), but will not deem the School to be in breach of state law if it is in compliance with the terms of this Section 7.11(B).

**7.12 School Calendar; Hours of Operation.** The days and hours of operation of the School shall not be materially less than those set forth in the Application unless previously approved in writing by the Institute, but in no case shall fall below the minimum number of days and hours set forth in law.

For purposes of this Section, "material" is defined as a 10% reduction in time or transition to or from a 4-day school week.

**7.13 Online program.** The School's educational program as contained in the Application and reviewed by the Institute does not include online program elements. The School is prohibited from offering a partial or exclusive online program without prior written authorization from the Institute, which shall not be unreasonably withheld.

**7.14 Additional programs.** The School shall not offer programs other than those contained in the Application or this Contract and reviewed by the Institute without prior written authorization from the Institute.

**7.15 Curriculum, instructional program, and pupil performance standards.** The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract and in alignment with the Application. The educational program, pupil performance standards, and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the state, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. Any material changes to this provision may be made only with the approval of the Institute and the School Board.

A. **Curriculum.** The School shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.

B. **Content Standards.** The educational program, pupil performance standards and curriculum designed and adopted by the School shall be consistent with the content standards required by the state pursuant to C.R.S. 22-7-1013 and referenced in C.R.S. 22-30.5-505(8) and shall be designed to enable each pupil to achieve such standards.

C. **Instructional Requirements.** The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including but not limited to instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States Flag, C.R.S. § 22-1-106; the federal constitution, C.R.S. §§ 22-1-108 & -109; and the effect of use of alcohol and controlled substances, C.R.S. 22-1-110.

**7.16 Exceptional Students.** The School shall identify academically low-achieving, at-risk students, and "exceptional children" as defined in federal and state law and regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with governing law, as set forth in the Application and this Contract.

A. **Gifted and Talented Students.** The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow state regulations and the Institute's requirements for identifying, assessing and serving gifted and talented students. The School will implement the plan for meeting the needs of gifted and talented students, consistent with the plan provided to the Institute.

B. **English language learners.** The School shall identify and 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 in accordance with state and federal law. The School shall follow the Institute's requirements for identifying, assessing and exiting English language learners. The School shall implement the plan for meeting the needs of English language learners, consistent with the plan provided to the Institute.

C. **Education of Students with Disabilities.** The School shall provide services and accommodations to students with disabilities in accordance with the **Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*)**, **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)**, the **Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*)**, and the **Exceptional Children's Educational Act (C.R.S. 22-20-101, *et seq.*)** ("ECEA"), and any other state and federal laws and regulations pertaining to the education of students with disabilities.

#### Admission of Students with Disabilities

- i. Admission of applicants with an Individualized Education Plan (IEP) or Section 504 Plan shall be in compliance with federal and state laws and Institute policies, procedures, and requirements, including the CSI Enrollment Procedures for Students with Disabilities, as may be amended from time to time. Every student who is admitted with an IEP or Section 504 Plan from his or her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until an IEP or Plan review meeting is held and the IEP or Section 504 Plan is revised.
- ii. Admission decisions shall be made without regard to special education status or need for accommodations. In the unusual event that, after a student is enrolled in the School, the School's IEP Team determines that the School cannot provide a Free Appropriate Public Education (FAPE) in the School as the Least Restrictive Environment, the School shall contact the Institute Director of Special Education to discuss placement and service alternatives.
- iii. The IEP Team convened at the School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the School.

#### Education of Students with Disabilities.

- i. The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, Institute policy and procedures, and as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the approval of the Institute and the School Board.
- ii. The school is solely responsible for implementing, providing, and subsidizing those specialized instructional and related services required pursuant to student IEPs, as well as the services, modifications, or accommodations required by a student's Section 504 Plan. The School shall provide all special education support services to students at the School in accordance with state and federal laws and regulations and Institute policy, and in accordance with the plan for meeting the needs of students with disabilities as approved

by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the advance approval of the Institute and the School Board.

- iii.* The Institute contracts with a suite of Special Education Coordinators. The School shall utilize one of the Institute Special Education Coordinators and assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with federal requirements and Colorado law.
- iv.* The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, IDEA due process proceedings, or any other similar investigations, and shall be entitled to manage the defense of and settlement of any such claims in cooperation with the Institute. The School agrees to indemnify and hold harmless the Institute from any and all liability, claims, and demands arising from or relating to the education of students with disabilities, except where such obligation results directly from the Institute's failure to fulfill its own, independent and non-derivative duties under state and federal special education laws and regulations.
- v.* Pursuant to **C.R.S. 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency ("LEA") with oversight authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, 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 Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute's position shall control.
- vi.* The Institute reserves the right to jointly direct with the School the development and/or modification of any IEP for special education students of the School. The Institute's Director of Exceptional Student Services, or designee, shall maintain the same oversight responsibilities and authority as in all other Institute Schools. The School shall use Institute-approved special education forms and procedures and shall document compliance with the requirements of federal and state laws and regulations, including procedural due process. The Institute 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 Institute 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.
- vii.* The School's special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute, and newly hired special education teachers shall participate in a state-approved induction program.
- viii.* In accordance with the CSI online compliance calendar (or its replacement), the School must report to the Institute its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the

following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students.

- ix. On an ongoing basis, the Institute will assess the performance of the School with regard to special education. If—in the Institute’s sole discretion—the Institute finds the School’s performance with regard to special education to be deficient pursuant to state and federal law, the Institute may take remedial steps. Such steps may include, but will not be limited to, increasing the Institute’s level of oversight of the School. Should the Institute determine that any remedial steps are necessary, the Institute will oversee implementation of these steps. In the instance where the Institute takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the Institute may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to the Charter Contract, at the time of any such unusual intervention.

**7.17 Assessment of Pupil Performance and Procedures for Corrective Action.** The School agrees to implement any requirements necessary to meet the School’s and the Institute’s respective obligations under applicable provisions of federal and state law, including, but not limited to, those of the state Education Accountability Act of 2009 and the Every Student Succeeds Act or their equivalent. Schools will administer interim assessments as set forth in the Application and in adherence to the Institute’s assessment policy. Schools receiving an Improvement, Priority Improvement or Turnaround rating will be required to administer a state or nationally normed interim assessment in the fall and spring, at a minimum, and in accordance with the assessment vendor’s administration timelines and procedures. Any material revision to interim assessments may be made only with the prior approval of the Institute.

## **SECTION 8: FINANCIAL MATTERS**

**8.1 Funding and Disbursement of Per Pupil Revenue Funding.** Funding for the School shall be provided in accordance with the provisions of C.R.S. 22-30.5-513. The Institute will disburse per pupil revenue funding to the School, as soon as reasonably possible after those funds are allocated from the State to the Institute subject to the adjustments set forth below.

- A. The local school district (the district in which the school is geographically located) is Poudre School District and is referred under the law as the “Accounting District” for purposes of funding.
- B. During each fiscal year of the term, the parties agree that the Institute shall provide funding to the School in the amount of ninety-six percent (96%) of the Accounting District’s adjusted per pupil revenues (“PPR”), as determined in accordance with the formula described in C.R.S. 22-54-104 (3).
- C. The Institute may retain the School’s per pupil share of the administrative overhead costs for actual and reasonable costs incurred by the Institute as a result of its performance of its statutory obligations; however, such costs shall not exceed 3% of PPR. Within ninety days after the end of each fiscal year, the Institute shall provide an itemized accounting of all the Institute’s administrative overhead costs pursuant to C.R.S. 22-30.5-513(2)(d). The Colorado Department of Education may retain an amount not to exceed 1% of PPR for administrative purposes from each Institute-authorized school.

- D. **Federal categorical aid.** Each year the Institute will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans for such funds either by the Institute or the Colorado Department of Education, as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the Institute with the required documentation.
- E. **State categorical aid.** In accordance with timelines provided by the CSI finance department, the Institute will provide to the School the School's proportionate share of applicable state categorical aid (e.g., At-Risk Supplemental Aid, English Language Proficiency Act, Gifted and Talented, Amendment 23 Capital Construction funds, or Transportation funding) received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans or other requirements for such funds either by the Institute or the Colorado Department of Education, as required.
- F. The Institute will provide funding under the Colorado Exceptional Children's Education Act that is attributable to identified students with disabilities enrolled in the School and for which the School has supplied appropriate documentation to obtain such funding.
- G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language, Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each eligible School student.
- H. The School will have documented financial policies and procedures in place to include procedures that are compliant with federal statutes and regulations in accordance with the Uniform Guidance - Code of Federal Regulations. The School agrees to request its federal grant funds, at a minimum, on a quarterly basis using the appropriate documentation to obtain federal funds.

**8.2 Disbursement of per pupil revenue funding.** Funding under Section 8.1 (above) will be made to the School in monthly installments, in accordance with C.R.S. 22-54-115, subject, however, to annual appropriation and the Institute's receipt of the funding. Initial monthly payments shall be based upon enrollment projections in accordance with Section 8.5 (below). However, the actual funding for each fiscal year shall be based upon the actual pupil enrollment for such fiscal year, as defined in C.R.S. 22-54-103(10); the Institute will adjust payments for such fiscal year, by credit or debit as applicable, as set forth in Section 8.3 (below). Any adjustment resulting in a reduction of funding that is greater than the amount of any remaining payments shall require reimbursement to the Institute by the School.

**8.3 Adjustment to funding.** The Institute's monthly disbursement of funds will be adjusted as follows. Any and all mid-year legislative changes to the state's school finance formulas shall be passed along to the School as an adjustment (i.e., a monthly debit or credit calculated to true-up the annual total by the end of the fiscal year) to the fiscal year's remaining monthly disbursements, beginning as soon as reasonably possible following the legislative change. Any and all adjustments imposed by CDE as part of CDE's per pupil true-up process (which typically applies to the January through June monthly disbursements) shall be passed along to the School, to the extent not offset by the Institute's early true-up adjustments. The Institute reserves the right to begin adjusting monthly disbursements following October 1st of the fiscal year (or any other applicable count day(s) established by law or by mutual agreement of

the Parties), without waiting for CDE's true-up process, when in the Institute's sole discretion it appears to a reasonable certainty that the School's actual pupil count is materially different (as defined in Section 8.5) from the School's projected pupil count. Any PPR withheld from the School through the Institute's early true-up adjustments shall be kept in a separate account by the Institute and applied to offset the impact of CDE's true-up adjustments. Any additional funds paid to the School through the Institute's early true-up adjustments shall likewise be calculated to offset the impact of CDE's true-up adjustments, and shall be contingent upon the Institute having sufficient operating funds available. Funding may also be adjusted in January for any services provided by the Institute under this Contract. Where the remaining monthly disbursements in the fiscal year are not reasonably sufficient to cover the adjustments required by this Section 8.3, true-up payments shall be made by direct payment to the School or the Institute.

**8.4 Budget.** The School shall be responsible for the preparation of its budget and shall implement the School Board-approved operating budget. In accordance with the timelines provided in the Institute's online compliance calendar (or its replacement or as otherwise requested by the Institute), the School shall submit to the Institute the School Board's adopted balanced budget for the upcoming school year, for Institute review for statutory compliance and compliance with the terms and conditions of the Contract. Any subsequently approved revisions to the budget shall be provided to the Institute within fifteen (15) days following School Board approval. Budgets must be developed and adopted in accordance with the state-mandated chart of accounts and *C.R.S. 22-44-102 et seq.* A material violation of this Section shall constitute a material breach and may result in the Institute initiating remedies described in Sections 3.5 and 12 of the Contract.

**8.5 Enrollment projections.** Each year of operation, in accordance with pupil enrollment projections deadlines set by CSI in accordance with CDE timelines, the School will provide the Institute with its best initial estimates of its anticipated enrollment for the next school year. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the parties agree to work collaboratively to resolve the difference or resolve it through dispute resolution. A material difference in enrollment shall mean at least 10% greater or lesser than the School's own estimate. Both the School's and the Institute's estimates of anticipated enrollment shall be formulated reasonably, and shall be based upon the current enrollment, documented intents to enroll (new and current), average annual rates of attrition, and any other identified factors deemed relevant by the party making the estimate. It is agreed by the parties that the purpose of this Section 8.5 is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this Section will not be used by the Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

**8.6 TABOR reserve.** The School's ending fund balance will comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will maintain its TABOR reserve in a revenue bearing account. In addition, the School will maintain a positive fund balance at year end. A material violation of this Section shall constitute a material breach and may result in the Institute initiating remedies described in Sections 3.5 and 12 of the Contract.

**8.7 Non-appropriation of funds.** The parties agree that the funding for the School will constitute a current expenditure of the Institute. The Institute's funding obligations under this Contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Institute. The Institute's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the State Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the

current year per pupil allocation or for providing services described herein for the entire term of the Contract.

**8.8 Contracting.** The School shall adhere to all applicable laws and regulations and Institute policies related to procuring and contracting for goods and services, including but not limited to student data privacy laws. The School further agrees to adhere to best practices relating to procuring and contracting for goods and services, including standards related to arms-length transactions and other conflicts of interest. The School will not extend the faith and credit of the Institute 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 Institute, and the School's authority to Contract is limited by the same provisions of law that apply to the Institute, including restrictions on multi-year obligations under TABOR.

A. **Contents.** Unless otherwise agreed in writing by the Institute, or unless the contract is an adhesion over which the School has no ability to alter the terms or otherwise add a rider/amendment complying with this Section 8.8(A), each Contract or legal relationship entered into by the School shall include the following provisions in addition to all other legally-required provisions:

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

B. **School Board Policies and Procedures.** The School shall adopt policies and procedures related to the procurement and contracting of goods and services in alignment with applicable state and federal requirements, Institute policies, and best practices.

**8.9 Financial Reporting.** The School agrees to establish, maintain, publish, and retain appropriate financial records in accordance with Institute policy and all applicable federal, state, and local laws, rules, and regulations. The School agrees to make such records available to the Institute upon request or as required by Institute policy, or by federal or state laws, rules, or regulations. Financial records shall be posted in accordance with the state 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 Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

A. **Annual Audit and Financial Data Pipeline File.** The School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The audit shall include a balance sheet and statement of revenues, expenditures, and changes in fund balances which shall use the modified accrual basis of accounting. As supplementary information, the audit shall include a budgetary comparison schedule for the General Fund. The audit shall also include any such additional schedules as are necessary, in the Institute's sole discretion, to allow the Institute to accredit each school authorized by the Institute. The results of the final audit will be provided to the Institute in accordance with the CSI online compliance calendar (or its replacement). The School will pay for the audit. In addition, the School will transmit the Financial Data Pipeline File, in a format provided by the Institute, to the Institute using the CDE chart of accounts in accordance with the CSI online compliance calendar (or its replacement). If such audit and Financial Data Pipeline file is not received in accordance with the CSI online

compliance calendar (or its replacement), such failure will be considered a material breach of Contract, and action will be initiated as necessary and in accordance with the procedures described in the Institute's school compliance policy and CSI rules.

B. **Public School Finance Audits.** Pursuant to **1 CCR 301-39, Rule 8.00 *et seq.***, the School shall be subject to audit by the CDE for any monies received by the School pursuant to the Public School Finance Act of 1994. Consequently, the School agrees to retain complete documentation supporting any certification made to CDE or any other data given to the CDE pursuant to the Public School Finance Act of 1994 until audited by CDE or until five years from the certification due date, whichever comes first.

- i. If CDE determines that the School has received payment of funds greater than the amount to which the School is entitled, the School shall be responsible for repayment to CDE within thirty (30) days from the date of said determination. Should the School be unable or refuse to pay the determined repayment amount, the School agrees that it may have its current payments or reimbursements withheld until the full amount of the repayment, plus applicable interest, is recovered.
- ii. Should the School leave the Institute by changing authorizers or by conversion into any other kind of public or private school, then the School's obligation to repay shall (pursuant to **Section 11.6** of this Contract) survive the termination or expiration of this Contract and shall be enforceable by CSI for up to five years after the transfer or conversion of the School.

C. **Quarterly reporting.** The School will prepare quarterly financial reports for the Institute in compliance with **C.R.S. 22-45-102(1)(b)** and Institute policy. Quarterly financial reports shall be submitted to the Institute in accordance with the Institute online compliance calendar (or its replacement).

D. **Non-Authorized commingling.** Except as specifically set forth in the School's Application and/or official approval by resolution by the School Board, 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.

E. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without prior Institute approval, except that the Head of School and Board Chair may approve advances of up to one month's salary in cases of documented hardship.

**8.10. Timing.** Subject to all other provisions of this Contract, funds to be passed through the Institute to the School shall be forwarded to the School as soon as reasonably possible by the Institute.

## **SECTION 9: PERSONNEL**

**9.1 Employee Status.** The School shall employ or contract such personnel as are required for the efficient and effective operation of the School. All employees hired by the School shall be employees of the School and shall under no circumstances be considered an employee of the Institute.

**9.2 Employee Policies.** The School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel,

terms of employment and compensation. All employee discipline decisions will be made by the School. Terms of the employment relationship are described in the Employee Handbook submitted in accordance with the CSI online compliance calendar (or its replacement). The Handbook may be amended or revised at the discretion of the School, with a copy of the amended or revised Handbook provided to the Institute.

**9.3 Employee Qualifications.** The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal Every Student Succeeds Act or its equivalent. Paraprofessionals employed or contracted by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules and regulations (unless waived).

**9.4. Background Checks; Fingerprinting.** The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to C.R.S. 22-30.5-110.5 and C.R.S. 22-30.5-110.7. No teacher or administrator with a criminal record that would ordinarily preclude them from public school employment pursuant to C.R.S. 22-32-109.8(6.5) will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the school shall also complete the required background checks and provide evidence of such checks to the School.

## SECTION 10: FACILITIES

**10.1 Facility.** The School facility shall be located in Poudre School District. The actual location of the building will be provided once a facility has been secured and a contract modification will be completed at that time.

The School or its associated building corporation may not add a location, change a location or geographic district, or enter into any financing, leasing or other arrangements in connection with a location change without providing advance written notification to the Institute in accordance with Institute policy. The School shall provide the Institute copies of any lease, purchase agreement, financing arrangements and/or other such facility agreements and such certificates and permissions as are necessary to operate the School in the Facility. The school shall comply with all applicable state laws, regulations and building codes including but not limited to C.R.S. 22-30.5-507(10) and C.R.S. 22-32-124, and shall obtain all requisite use permits and certificates of occupancy. The School shall be responsible for the construction and maintenance of any facilities owned or leased by it. The Institute shall have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with this Contract.

## SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE

**11.1 Renewal Process.** Pursuant to C.R.S. 22-30.5-511, this Contract may be renewed for succeeding periods of at least one (1) academic year and not more than five (5) academic years. The Parties may extend the length of the charter contract beyond five academic years for the purpose of enhancing the terms of any lease or financial obligation, pursuant to C.R.S. 22-30.5-511(1)(b).

**A. Timeline and Process.** The School will submit its Renewal Application in accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires. The Institute Board will act on the Renewal Application (in accordance with renewal

timelines promulgated by the Institute in the year before the School's Contract expires) following a public hearing where the School will have the opportunity to address the Institute Board. If the Institute Board decides not to renew the Contract, it will detail the reasons in its resolution.

B. **Renewal Application Contents.** In addition to contents required by law, the Renewal Application shall include additional information requested by the Institute Renewal Application regarding progress toward meeting the Institute's accreditation indicators. The Institute may modify this format without prior notice to the School.

**11.2 Criteria for Non-Renewal or Revocation.** The Institute may terminate, revoke, or deny renewal of the Contract for any of the grounds listed in C.R.S. 22-30.5-511(3), (4) and (4.5) and 1 CCR 302-1 as they now exist or may be amended, including for a material breach of this Contract. The Institute will annually provide feedback about the School's progress toward meeting the Institute's accreditation requirements and other goals and objectives, in accordance with the CSI Annual Review of Schools (or its replacement). Grounds for termination, revocation, or denial will be in alignment with statute, CSI rule, and the CSI Annual Review of Schools (or its replacement). In addition, the School may be non-renewed if:

A. Pursuant to C.R.S. 22-11-210(1)(d), 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; or

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).

**11.3 School-initiated Termination.** Should the School choose to terminate this Contract before the end of the Contract term, it must do so in accordance with Institute rules and the procedures set forth in 1 CCR 302-1 as they now exist or may be amended, including providing notice to the Institute of the desired termination at least 10 months prior to the proposed effective date of termination. The School and Institute may waive the prior notice period by mutual agreement.

**11.4 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 continue to operate its education program until the end of the school year or another mutually agreed upon date. The Institute will supervise and have authority to conduct the winding down of the business and affairs for the School; provided, however, that in doing so, the Institute does not assume any liability incurred by the School beyond the funds allocated to it by the Institute under this Contract. School personnel and the School Board shall cooperate fully with the winding down of the affairs of the School, including convening meetings with parents at the Institute's request and counseling with students to facilitate appropriate reassignment.

As required by C.R.S. 22-30.5-513(6)(b), upon dissolution of the School, any moneys remaining after paying the School'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 Institute (or another charter school within the Institute, as determined by the Institute and the School in advance of dissolution). The School will execute all necessary documents required to convey such items. At the time of donation, any moneys requiring return or transfer to the donor or grantor shall be clearly documented. The School shall not commingle such funds with public moneys during the School's operations or wind down. Upon dissolution, all such documentation shall be provided to the Institute. In

the event of a conflict between the dissolution provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

**11.5 Return of Property.** In the event of termination or dissolution, all assets or property owned by the School that was purchased in whole or in part with funding provided by the Institute (including but not limited to real property, personal property, and financial assets) or that was purchased with federal grant funds through the Institute acting in its role as a fiscal agent, will be returned to and will remain the property of the Institute (or another charter school within the Institute) or will otherwise be distributed pursuant to law. The School will execute all necessary documents required to convey such items. Notwithstanding the above, the Institute will not have the right to retain assets or property leased by the School, unless the Institute chooses to comply with the terms of that lease. All non-consumable grants, gifts, and donations from non-public sources, as well as assets or property purchased by the School from non-public funds will be considered the property of the School unless otherwise identified by the donor in writing and may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. Such assets or property shall be clearly marked and properly inventoried at the time of acquisition, and such documentation shall be provided to the Institute upon dissolution. Assets or property purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets or property not otherwise described in this Section 11.5 may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. In the event of a conflict between the return of property provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

**11.6 Termination and Appeal Procedures.** In accordance with 1 CCR 302-1, the Institute shall provide the School written notice of the grounds for termination and the date of the termination hearing before the Institute Board. Prior to providing this notice, or in connection therewith, the Institute shall, in accordance with Institute rules, send the School a Notice of Breach. Termination shall not take effect until the School has exhausted or waived its opportunity to appeal such decision to the State Board.

**11.7 Survival of Certain Contract Terms.** Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

## SECTION 12: GENERAL PROVISIONS

**12.1 Order of Precedence.** In the event of any disagreement or conflict concerning the interpretation of state or federal laws, regulations, or requirements; this Contract; the Application; or Institute policies, it is agreed that the order of precedence is as follows: state and federal laws, regulations, and requirements; the Contract and Institute policies; followed by the Application.

**12.2 Amendments.** No amendment to this Contract will be valid unless ratified in writing by the Institute Board and the School Board and executed by authorized representatives of the parties.

**12.3 Merger.** This Contract, together with the Application and with the attachments and exhibits thereto, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto. All prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract.

**12.4 Non-assignment.** Neither party to this Contract will 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 will not be unreasonably withheld, conditioned, or delayed.

**12.5 Governing Law and Enforceability.** This Contract will 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 will 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 and the parties do not successfully negotiate a replacement provision. The parties agree to meet and discuss in good faith any material changes in law, regulations, or CSI policies that may significantly impact their relationship as set forth in the Contract.

**12.6 No third-party beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the parties. Nothing contained in this Contract will 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 third party receiving services or benefits hereunder will be deemed an incidental beneficiary only.

**12.7 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 will constitute a waiver of any other breach.

**12.8 Notice.** Unless otherwise specifically provided herein, any notice required or permitted under this Contract must be in writing and will be effective upon personal delivery or email delivery where an email address has been provided (subject to verification of service or acknowledgement of receipt), or three days after mailing when sent by certified mail, postage prepaid by the sender, using the addresses listed below. Either party may change the address for notice by giving written notice to the other party pursuant to this Section 12.8. Either party may from time to time designate in writing the persons to whom notice shall be sent.

If to Institute:

Colorado Charter School Institute  
1600 Broadway, Suite 1250  
Denver, CO 80202

If to School:

Ascent Classical Academy Northern Colorado  
601 Corporate Circle, Suite A  
Golden, CO 80401

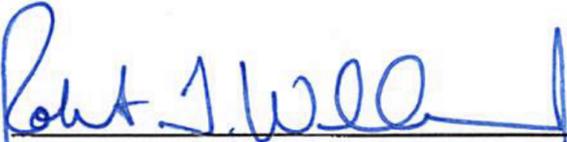
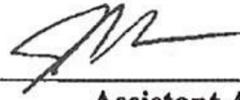
**12.9 Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

**12.10 Conflict with Exhibits.** In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms and provisions of this Contract; second, the Original Application; and then the remaining exhibits.

**12.11 Counterparts; Signature by Facsimile.** This Contract may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile or electronic mail by either of the parties shall have the same effect as original signatures.

**12.12 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 in recognition of established holidays.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date below.

<b>SCHOOL</b> ASCENT CLASSICAL ACADEMY NORTHERN COLORADO	<b>INSTITUTE</b> STATE CHARTER SCHOOL INSTITUTE
By:  Board Chair, Ascent Northern Colorado Board of Directors	By:  Board Chair, Colorado Charter School Institute Board of Directors
Date: <u>12/30/2019</u>	Date: <u>12-16-19</u>
Attest:  Secretary, Ascent Northern Colorado Board of Directors	<b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General
Date: <u>12/30/2019</u>	By:  Assistant Attorney General
	Date: <u>12/17/19</u>

## EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER APPLICATION

Agenda Item VII.a.ii. Ascent Northern Colorado Education School Application RESOLUTION 1951

### RESOLUTION 1951

#### CONCERNING THE REPLICATION APPLICATION TO THE COLORADO CHARTER SCHOOL INSTITUTE FROM ASCENT CLASSICAL ACADEMY-NORTHERN COLORADO

WHEREAS, Ascent Classical Academy- Douglas County ("ASCENT- DOUGCO") is a charter school located in Douglas County that is authorized by the Douglas County School District ("DOUGCO");

WHEREAS, ASCENT- DOUGCO is seeking to expand within the Poudre District ("PSD"), which does not retain Exclusive Chartering Authority;

WHEREAS, ASCENT-NOCO is seeking to model its school after ASCENT- DOUGCO which opened in 2018 and received a Performance rating in 2019 and is in the 69<sup>th</sup> percentile of all schools in Colorado;

WHEREAS, ASCENT-NOCO is seeking to model its school after Golden View Classical Academy ("GVCA") which is authorized by the Charter School Institute ("CSI"), and has been Accredited with Distinction by CSI, which means they are in the top 25% of all schools in Colorado;

WHEREAS, Ascent Classical Academies ("ACA") is an Education Management Provider ("EMP") and is contracted to operate the school and implement the educational program at ASCENT-DOUGCO and is the proposed EMP for ASCENT-NOCO;

WHEREAS, on August 20, 2019, ACA presented to the CSI Performance Management Committee in support of approval of the replication plan;

WHEREAS, on August 27, 2019, CSI received a charter application from ACA for ASCENT-NOCO;

WHEREAS, CSI staff examined the application and student performance data, school financial performance data, governance operations data, and other outcomes data for the ASCENT-NOCO EMP;

WHEREAS, on October 8, 2019, the CSI Performance Management Committee held a public hearing to review the CSI Staff Recommendation regarding the replication application;

WHEREAS, the CSI Board has fully considered the recommendation of the Performance Management Committee, the CSI Staff Recommendation (attached), and all additional information provided by ASCENT- NOCO;

NOW, THEREFORE, BE IT RESOLVED by the CSI Board that the replication application for ASCENT- NOCO is hereby APPROVED with conditions and milestones for an initial term of

**THREE** years, with a possible automatic **TWO-YEAR CONTRACT EXTENSION** should **ASCENT-NOCO** meet the following benchmarks:

1. **ASCENT-NOCO** attains and maintains a Performance rating on the Colorado Department of Education School Performance Framework ("SPF") and the CSI Annual Review of Schools ("CARs") for the 2020-21 and 2021-22 school years;
2. **ASCENT-NOCO** demonstrates financial viability as evidenced by meeting TABOR reserve requirements, meeting enrollment projections (with a reasonable variance allowed), and gradually increasing enrollment in accordance with the charter application, for the 2020-21 and 2021-22 school years; and
3. **ASCENT-NOCO** demonstrates a pattern of compliance with federal and state laws and regulations, the charter contract, and Institute requirements. This will be based on a review of any Notices of Concern or Breach received during the initial three-year contract term and the nature and severity of any Notices.

**BE IT FURTHER RESOLVED** that the Institute Board directs Staff to incorporate into the contract the following conditions, which are subject to the review and approval of the Institute and the School and which may be adjusted as needed to ensure the greatest likelihood of a success:

1. Submit waiver requests and replacement plans. Due November 6, 2019.

**BE IT FURTHER RESOLVED** that the Institute Board directs Staff to incorporate into the contract the following milestones, which are subject to the review and approval of the Institute and the School and which may be adjusted as needed to ensure the greatest likelihood of a success:

1. Consult with the Legal and Policy Team regarding the proposed school enrollment process and submit a revised enrollment process. Due December 9, 2019.
2. Submit a contingency budget that reflects the minimum number of students enrolled to successfully operate the program across the multiple campuses. Due January 20, 2020.
3. Provide confirmation that a facility has been secured which meets the immediate needs of the school, considering accessibility, size, cost, and need for renovations. Submit a revised budget reflecting accurate facility costs. Due May 11, 2020.
4. Submit an explanation of the steps taken in developing the School's Emergency Response Plan (Safety Plan), including proposed timeline for completion of the plan, specifics about the staff training that will be conducted on emergency response protocols (including dates for training), and details about communicating the proposed plan with the school community and local first responders, and the external resources that have been utilized in developing the Plan. Due May 11, 2020.
5. Submit an update of current enrollment. Due May 29, 2020.
6. If actual enrollment is lower than the contingent enrollment, submit a revised FY 2020-21 adopted budget based on actual enrollment. Due June 1, 2020.
7. Provide assurance that a continuum of services will be available for students with special needs, including evidence that special education staff with appropriate qualifications has been hired to provide special education services and/or evidence that appropriate arrangements have been made for contracted services. Please submit these contracts. Due June 1, 2020.

8. Consult with CSI Student Services Team regarding the development Program Plans for Special Education, Section 504, Health, Gifted and Talented students, and English Language Learners and submit plans. Plans due July 1, 2020.
9. Submit final Certificate of Occupancy. Due August 20, 2020.
10. School leadership participation in the Year 0 program, New School Leaders Orientation (July 2020), Year 1 Leaders Cohort, and CSI Regional Meetings throughout the 2020-2021 school year.
11. Should 2020-21 October Count student demographics differ from the projected demographics, please provide an updated recruitment and/or identification plan that is designed to ensure that the demographic target is met in the following year. Due December 15, 2020.

BE IT FURTHER RESOLVED that the CSI Board directs CSI Staff, in conjunction with legal counsel when appropriate, to negotiate the contract with the ASCENT- NOCO Governing Board and ASCENT- NOCO staff;

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

Adopted this 15th day of October, 2019.

COLORADO CHARTER SCHOOL INSTITUTE

By:   
Chair, Board of Directors

I certify that the foregoing Resolution No.1951 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on October 15, 2019, by a roll-call vote of Aye , Nay , and Abstention .

By:   
Secretary, Board of Directors

**EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS**



Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us)

Colorado Secretary of State  
 Date and Time: 10/29/2018 09:32 AM  
 ID Number: 20181853449  
 Document number: 20181853449  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Nonprofit Corporation**  
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Ascent Classical Academy of Northern Colorado  
*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 601 Corporate Circle, Ste A  
*(Street number and name)*

Golden CO 80401  
*(City) (State) (ZIP/Postal Code)*

United States United States  
*(Province - if applicable) (Country)*

Mailing address  
*(leave blank if same as street address)*

\_\_\_\_\_  
*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
*(City) (State) (ZIP/Postal Code)*

\_\_\_\_\_  
*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent 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.)*

Street address 601 Corporate Circle, Ste A  
*(Street number and name)*

Golden CO 80401  
*(City) (State) (ZIP Code)*

**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, Ste A

*(Street number and name or Post Office Box information)*

Golden                      CO                      80401  
*(City)*                      *(State)*                      *(ZIP/Postal Code)*

Colorado                      United States  
*(Province - if applicable)*                      *(Country)*

*(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.

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

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

(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).

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***CHARITABLE PURPOSES CLAUSE***

Ascent Classical Academy of Northern Colorado 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, or corresponding section of any future federal tax code.

**BYLAWS  
OF  
ASCENT CLASSICAL ACADEMY OF NORTHERN COLORADO  
ADOPTED OCTOBER 31, 2018**

**BYLAWS**  
**OF**  
**ASCENT CLASSICAL ACADEMY OF NORTHERN COLORADO**

**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 (the "School") and conviction in its mission and vision; (b) support the principles of the Board Agreement; (c) commitment to

professional development; (d) special skills to address specific management and needs of the School; (e) willingness to accept and support decisions democratically made; and (f) ability to represent the School to the community.

(b) Number. The number of initial directors of the corporation shall be three. The number of directors shall never be fewer than three nor more than nine, 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. The initial board of directors shall be the founding board members. Subsequently, 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.

Section 3.3 Resignation: Removal: Vacancies. Any director may resign at any time by giving written notice to the president 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 meetings 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 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 president 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.

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

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

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.** 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 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.

(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 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.

(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;
- (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

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 Dissolution. When the organization dissolves, assets of the organization will be disposed of in the manner stated in the Articles of Incorporation.

Section 8.4 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 8.5 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 8.6 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 8.7 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 8.8 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)

**ASCENT CLASSICAL ACADEMY OF NORTHER COLORADO  
BYLAWS CERTIFICATE**

The undersigned certifies that s/he is an agent of Ascent Classical Academy of Northern Colorado, 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: October 31, 2018.



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Derec Shuler  
Agent

### EXHIBIT C: REQUESTED WAIVERS

Contact Information
<b>School Name:</b> Ascent Classical Academy Northern Colorado
<b>School Address (mailing):</b> 601 Corporate Circle, Suite A, Golden, CO 80401
<b>Charter School Waiver Contact Name:</b> Derec Shuler
<b>Charter School Waiver Contact Phone Number:</b> 303-900-2297
<b>Charter School Waiver Contact Email:</b> derec.shuler@goldenviewclassical.org
<b>Charter School Institute Waiver Contact Name:</b> Anastasia Hawkins
<b>Charter School Institute Waiver Contact Phone Number:</b> 303-866-6960
<b>Charter School Institute Waiver Contact Email:</b> <a href="mailto:AnastasiaHawkins@csi.state.co.us">AnastasiaHawkins@csi.state.co.us</a>

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

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><b>CRS § 22-9-106. Local Board of Education-Duties-Performance Evaluation System.</b> Requires employee performance evaluations be performed by a person holding an administrative certificate (Type D).</p>
<p><b>CRS § 22-2-112(1)(q). Requirements for the Educator Preparation Program Report.</b></p>
<p><b>Rationale:</b> The ASCENT NOCO 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 Northern Colorado board of directors must also have the ability to perform the evaluation for the principal or designated head of school. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.</p>
<p><b>Replacement Plan:</b> ASCENT NOCO uses its own evaluation system as agreed to in the Charter School Agreement with the Colorado Charter School Institute (CSI). ASCENT NOCO's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for Ascent Northern Colorado's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.</p>
<p><b>How the Impact of the Waivers will be Evaluated:</b> 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.</p>
<p><b>Expected Outcome:</b> 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.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<b>CRS § 22-32-109(1)(n)(I). Board of Education-Specific Duties.</b> School Calendar.
<b>CRS § 22-32-109(1)(n)(II)(B). Board of Education-Specific Duties.</b> Adoption of District Calendar.
<b>Rationale:</b> The number of days in the school year at Ascent Northern Colorado will exceed the statutory requirement. ASCENT NOCO 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 ASCENT NOCO may have a calendar that differs from the rest of the schools within the district.
<b>Replacement Plan:</b> The final calendar and the school's daily schedule will be designed by ASCENT NOCO and approved by the ASCENT NOCO Board of Directors and will meet or exceed the expectations in state statute. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.
<b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<b>CRS § 22-32-109(1)(n)(II)(A). Board of Education-Specific Duties.</b> Teacher Pupil Contact Hours
<b>Rationale:</b> Ascent Northern Colorado 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.
<b>Replacement Plan:</b> ASCENT NOCO will prescribe the actual details of teacher-pupil contact hours, which are subject to review by CSI to ensure minimum statutory requirements are met. Hours will meet or exceed the current requirements in statute.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.
<b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

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

**C.R.S. § 22-7-1014(2)(a). Preschool individualized readiness plans - school readiness - assessments.**

Requires each district or school to administer the school readiness assessment to each kindergarten student.

**Rationale:** Ascent Northern Colorado should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being and motor development; social-emotional development; language and comprehension development; and cognition and general knowledge are assessed daily due to the current curriculum assessments. Support is readily available through numerous avenues based throughout the program.

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

**1. Physical Well-Being and Motor Development:**

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

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

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

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

**2. Social and Emotional Development**

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

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

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

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

**3. Language and Comprehension Development**

Students receive 65 minutes of instruction each day in the Riggs phonics language arts curriculum. This is a comprehensive program for writing, spelling, reading, listening, and

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

speaking that builds vocabulary and knowledge. Students master the basic phonetic components of the English language in order to decode and encode fluently. Students are also taught vocabulary through daily reading, language arts skills that are essential for comprehension. Each skill is assessed weekly. An overall assessment of reading fluency is administered monthly.

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

### 4. Cognition

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

### 5. General Knowledge - Math

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

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

### 6. General Knowledge – Literacy

Students receive 65 minutes of instruction each day in the Riggs phonics language arts curriculum. This is a comprehensive program for writing, spelling, reading, listening, and speaking that builds vocabulary and knowledge. Students master the basic phonetic

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

components of the English language in order to decode and encode fluently. Students are also taught vocabulary through daily reading, language arts skills that are essential for comprehension. Each skill is assessed weekly. An overall assessment of reading fluency is administered monthly.

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

Any student not making adequate growth in any of the above areas receive intervention strategies in small groups or 1:1 instruction. Intervention plans are developed and review with our Student Services Department quarterly. The information reviewed includes results of formal assessments, informal assessments, and developmental checklists. This information is housed in an internet based data management system of the school's choosing, to bring together achievement data from many sources, generate student and summary reports, and allow for distribution to appropriate personnel.

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

Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in C.R.S § 27-7-1014(2)(a).

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

**Financial Impact:** Ascent Northern Colorado anticipates that the requested waiver will have no financial impact upon CSI or ASCENT NOCO.

**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 Northern Colorado's curriculum and overall program design.

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

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

**CRS § 22-32-120. Food Services.**

Provides rules and requirements for food service

**CRS § 22-30.5-517. Healthy Beverages.**

Prohibits the sale of beverages not meeting nutritional guidelines

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

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

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

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

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

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.

**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 Northern Colorado, as set forth in this Charter School Agreement.

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

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

**CRS § 22-63-201. Employment certificate required.**

Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

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

**Rationale:** Ascent Northern Colorado 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 ASCENT NOCO will be employed on an at-will basis.

<p><b>Replacement Plan:</b> Ascent Northern Colorado's intent is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The School will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field." The Principal will develop a professional development program for any teacher with a bachelor's degree not meeting the minimum subject matter credit hours to prepare them to pass a state-approved content examination in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. In addition, all employees of the school will meet applicable fingerprinting and background check requirements. All teacher employment contracts will be completed and provided in writing.</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.</p>
<p><b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.</p>
<p><b>Expected Outcome:</b> As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
<p><b>CRS § 22-63-203. Probationary Teachers - renewal and non-renewal of employment contract.</b> Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.</p> <p><b>CRS § 22-63-203.5. Nonprobationary portability</b></p> <p><b>CRS § 22-63-205. Exchange of teachers - exchange educator interim authorization.</b></p> <p><b>CRS § 22-63-206. Teacher Employment, Compensation and Dismissal Act.</b> Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.</p>	
<p><b>Rationale:</b> In order to manage its own personnel, the School must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The School should have the authority to develop compensation plans that are most aligned with the interests of its charter school teachers and staff. The School will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into the School or transfer teachers from the School to any other schools.</p>	
<p><b>Replacement Plan:</b> All employees of the School will be employed on an at-will basis. The School has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. The School will hire teachers on a best-qualified basis. There is no provision for transfers.</p>	
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>	

<b>Financial Impact:</b> The school anticipates that the requested waivers will have a positive financial impact on Ascent Northern Colorado and no impact on CSI.
<b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<b>CRS § 22-32-109(1)(b). Local Board duties concerning competitive bidding.</b>
<b>CRS § 22-32-110(1)(y). Local Board Powers.</b> Accepting gifts, donations, and grants
<b>Rationale:</b> Ascent Northern Colorado 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.
<b>Replacement Plan:</b> The School will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, the School is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.
<b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<b>CRS § 22-63-204. Interest Prohibited.</b> Receiving money from the sale of goods
<b>Rationale:</b> As provided for in the Charter School Agreement, all staff employed at Ascent Northern Colorado are employees of the school and not of CSI. As a result, the authority of the employing board to provide written consent in these matters should be transferred to ASCENT NOCO.
<b>Replacement Plan:</b> Ascent Northern Colorado will follow its Board Policies and the Charter School Agreement as approved by CSI.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.

<p><b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.</p>
<p><b>Expected Outcome:</b> As a result of this waiver, ASCENT NOCO will be able to administer the school program in keeping with the philosophy and mission as stated in the Charter School Agreement.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><b>22-1-110, CRS. Effect of Use of Alcohol and Controlled Substances to be Taught</b> Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.</p>
<p><b>Rationale:</b> CSI has granted Ascent Classical Academy the authority to determine the educational program and curriculum for the school.</p>
<p><b>Replacement Plan:</b> Ascent Northern Colorado offers a broad curriculum that meets the Colorado Academic Standards for Comprehensive Health and Physical Education, to include the sub-standards: Physical and Personal Wellness, Emotional and Social Wellness, and Prevention and Risk Management, to which alcohol and controlled substance education apply.</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> The requested waivers will have no financial impact on CSI or Ascent Northern Colorado.</p>
<p><b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in the Charter School Agreement.</p>
<p><b>Expected Outcome:</b> As a result of this waiver, Ascent Northern Colorado will experience an enhanced educational program by being able to administer the school program keeping with the philosophy and mission as stated in the Charter School Agreement and executing the curricular autonomy it is guaranteed.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><b>CRS § 22-30.5-505(3)(f). Institute Board – powers and duties – rules.</b> Requires the school to assist with concurrent enrollment.</p>
<p><b>CRS § 22-30.5-525. Individual career and academic plans.</b></p>
<p><b>301-81, CCR. Rules Governing Individual Career and Academic Plans</b></p>
<p><b>Rationale:</b> Ascent Northern Colorado is granted the authority to establish its own curriculum and academic program. It should be allowed the autonomy to help prepare its students for life after graduating the school. This statute requires a school to create a plan for its students that directs the students' course selection and includes other requirements not aligned to the mission and vision of the school, affecting its autonomy and program.</p>

<p><b>Replacement Plan:</b> ASCENT NOCO 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 ASCENT NOCO, whether they chose college, career, or another path.</p> <p>The school will establish its own policies for what will be included in a student's ICAP, that at a minimum will:</p> <ul style="list-style-type: none"> <li>• Begin in the 9<sup>th</sup> grade and be reviewed with students annually;</li> <li>• Be captured in paper or electronic format to be saved with the student's record;</li> <li>• Encompass individual/self-discovery, career exploration, and academic planning.</li> </ul>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on CSI or Ascent Northern Colorado.</p>
<p><b>How the Impact of the Waiver Will be Evaluated:</b> The impact of this waiver will be measured by the performance criteria and assessments that apply to Ascent Northern Colorado, as set forth in this Charter School Agreement.</p>
<p><b>Expected Outcome:</b> The school expects as a result of this waiver it will be able to offer a more meaningful post-secondary education readiness program for its students, aligned to the school's mission and vision, that meets the intent of these statutes and rules.</p>

<p><b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b></p>
<p><b>C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals</b></p>
<p><b>Rationale:</b> As a CSI charter school, the School's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).</p>
<p><b>Replacement Plan:</b> The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).</p>
<p><b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.</p>
<p><b>Financial Impact:</b> The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> The School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop policies and procedures for review and approval by CSI.</p>
<p><b>Expected Outcome:</b> The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.</p>

## **EXHIBIT D: MILESTONES**

1. Consult with the Legal and Policy Team regarding the proposed school enrollment process and submit a revised enrollment process. Due December 9, 2019.
2. Submit a contingency budget that reflects the minimum number of students enrolled to successfully operate the program across the multiple campuses. Due January 20, 2020.
3. Provide confirmation that a facility has been secured which meets the immediate needs of the school, considering accessibility, size, cost, and need for renovations. Submit a revised budget reflecting accurate facility costs. Due May 11, 2020.
4. Submit an explanation of the steps taken in developing the School's Emergency Response Plan (Safety Plan), including proposed timeline for completion of the plan, specifics about the staff training that will be conducted on emergency response protocols (including dates for training), and details about communicating the proposed plan with the school community and local first responders, and the external resources that have been utilized in developing the Plan. Due May 11, 2020.
5. Submit an update of current enrollment. Due May 29, 2020.
6. If actual enrollment is lower than the contingent enrollment, submit a revised FY 2020-21 adopted budget based on actual enrollment. Due June 1, 2020.
7. Provide assurance that a continuum of services will be available for students with special needs, including evidence that special education staff with appropriate qualifications has been hired to provide special education services and/or evidence that appropriate arrangements have been made for contracted services. Please submit these contracts. Due June 1, 2020.
8. Consult with CSI Student Services Team regarding the development Program Plans for Special Education, Section 504, Health, Gifted and Talented students, and English Language Learners and submit plans. Plans due July 1, 2020.
9. Submit final Certificate of Occupancy. Due August 20, 2020.
10. School leadership participation in the Year 0 program, New School Leaders Orientation (July 2020), Year 1 Leaders Cohort, and CSI Regional Meetings throughout the 2020-2021 school year.
11. Should 2020-21 October Count student demographics differ from the projected demographics, please provide an updated recruitment and/or identification plan that is designed to ensure that the demographic target is met in the following year. Due December 15, 2020.

## **EXHIBIT E: ENROLLMENT PROCEDURES**

### **Ascent Classical Academy of Northern Colorado Enrollment Policy**

Ascent Classical Academy of Northern Colorado (ACANC) sets forth the following non-discriminatory enrollment policy as required by law.

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 and state laws.

It is the belief of the school that all children can do well and benefit from the education program and culture of the school. The school will reach out to a wide segment of the community, to include those considered educationally disadvantaged. While the school looks forward to having a diverse student body and does not discriminate, the school does not ask any demographic information of applicants that would indicate their being in a protected class, consistent with federal guidance.

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

#### **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. ACANC 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

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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 for the lottery.

#### Weighted Lottery Guidelines

The content-rich curriculum, instructional style, and culture at Ascent Classical Academy contribute to creating a learning environment where children with various needs and backgrounds can thrive. To attract and serve families not otherwise served with quality education options, ACANC offers a weighted-lottery, where Free and/or Reduced Lunch (FRL) eligible children are given a weight of 2 within their lottery category. This is intended to double the chance for FRL-eligible children to obtain an offer through the lottery.

#### 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. ACANC's lottery is conducted giving consideration to a number of different priority statuses.

#### *Priority 1: Founding Family/Board Priority*

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 ACANC. 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 Priority*

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 Priority*

It is the intent of ACANC 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 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.

### *Priority 4. Ascent Classical Academies Priority.*

ACANC will allow a preference to children who have previous attended the school or another school in the Ascent Classical Academies network. Children must have attended a complete school year at an affiliated school to be eligible for this preference.

### *General Lottery*

Once priority seats have been filled, ACANC holds a general lottery as described above. The lottery will be held no later than the second Monday of February.

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 waitlist on a first come, first served basis, after the First Round lottery is conducted and waitlists 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 last Friday 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 parent(s) will be notified by email and/or text message and given 72 hours to accept or decline the seat. This offer is only for the grade level the parent applied 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 in ACANC 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 ACANC will be advertised at parent information meetings, on its web site, and posted in the school. ACANC 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.

#### **Enrollment Deadline**

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

### **Re-Enrollment for Current Students**

Current ACANC 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 30<sup>th</sup> for the next school year. A student is not fully registered until this step is complete.

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

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 ACANC, 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 ACANC.

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.

ACANC 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.

