

**RESOLUTION OF THE BOARD OF EDUCATION  
OF  
DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

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

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

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

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

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

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

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

1. Ascent's proposed version of Section 3.2 of the Contract is attached as Exhibit 1.

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

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

Approved:   X  

Not Approved: \_\_\_\_\_

3. Ascent's Proposed Version of Attachment 2 is attached as Exhibit 3.

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

4. DCSD Staff's Proposed Version of Attachment 2 is attached as Exhibit 4.

Approved: X

Not Approved: \_\_\_\_\_

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

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

Approved this 1<sup>st</sup> day of August 2017, by a vote of 4-3

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: Meghan Silverthorn  
Meghan Silverthorn, President  
Board of Education

Attest:

By: Tammy Taylor  
Secretary, Board of Education

# **EXHIBIT 2**

educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

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

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

#### **B. Notification Provided to the District.**

- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
  - a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
  - b) Any complaints filed against the School by any governmental agency.

- ii. Immediate Notice. The School shall immediately notify the District of any of the following:

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
  - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
  - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required by C.R.S. §22-30.5-110.7(a) and (b) (relating to fingerprinting and background checks) and other relevant laws as required;
  - d) Misappropriation of funds;
  - e) A default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more; or
  - f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.
- C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.
- D. Reports. The Charter School shall provide in a timely manner to the District any reports necessary and

# **EXHIBIT 4**

## Attachment 2: Pre-Opening Conditions

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

18. Provide evidence that special education staff, with appropriate certification/qualification, is hired to provide special education services, &/or evidence that appropriate arrangements have been made for contracted services by September, 2018, or as soon as practicable thereafter.
19. Provide evidence that the Principal has completed training on child abuse and neglect reporting or has comparable experience by September 1, 2018.
20. Submit the names of 1) individual(s) authorized to expend School funds and issue checks; and 2) individual(s) responsible for review and monitoring of monthly budget reports by September 1, 2018.
21. Submit a plan regarding the collection and storing of academic, attendance, and discipline records. Such records should be compliant with the Family Educational Rights and Privacy Act (FERPA) and any other relevant state and federal laws and regulations by September 1, 2018.
22. Provide a copy of the certificate of occupancy (or a temporary certificate of occupancy) by September 1, 2018.
23. Submit a Safety and Emergency Plan, including emergency contact information for the School Principal and other members of the management team and the School's emergency closure procedures by September 1, 2018.
24. ACAD shall present a detailed budget for fiscal year 2018-2019, as well as a projected budget for the fiscal years of 2018-2023 to be approved by the School District's Chief Financial Officer on or before April 1, 2018, and will provide audited financial statements for "year zero" (2017-2018) no later than October 17, 2018.

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