

COLORADO CHARTER SCHOOL INSTITUTE

CHARTER SCHOOL AGREEMENT

Cover Page

School Ascend College Prep	Contract Type Transfer
Charter Term Start July 1, 2026	Contract Number T-2026-04
Initial Charter Review Period 2027-28	Term Type Two years, with potential 2-year extension
Charter Term End Date June 30, 2028, with potential 2-year extension	Institute Resolution Number 26-06-03
Original Charter Term Start July 1, 2026	Geographic/Accounting District Academy District 20
Full-Time Grades Served 10-12	Homeschool Enrichment Grades Served None
Preschool Program No	Maximum Projected Enrollment 150
School Mission Prepare and inspire students to become lifelong learners and responsible citizens through rigorous academic courses, STEM literacy, personalized electives, and active community engagement.	
School Vision Create a transformative educational experience for students focused on in-depth content knowledge; problem solving and critical thinking; leadership, communication, and service; and personal well-being.	
Exhibits The following Exhibits are included with this Contract: Exhibit A – Milestones Exhibit B – Maximum Projected Enrollment Exhibit C – Requested Waivers Exhibit D – Resolution to Approve the Charter Application Exhibit E – Transportation Addendum Exhibit F – Food Service Addendum Exhibit G – Online Learning Addendum Exhibit H – Educational Management Provider Addendum – N/A Exhibit I – Preschool Addendum – N/A Exhibit J – Homeschool Enrichment Addendum – N/A	
Notices to the Institute: Colorado Charter School Institute 1525 Sherman St, B76, Denver, CO 80203 LegalandPolicy_CSI@csi.state.co.us	Notices to the School: Ascend College Prep Attention: Director, Karin McWhorter 1650 Telstar Drive, Suite 110 Colorado Springs, CO 80920

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

ASCEND COLLEGE PREP, A Colorado nonprofit corporation By: <u><i>Marnie Limberg</i></u> Chairperson, Board of Directors Title: <u>·</u> Date: <u>06 / 26 / 2026</u>	COLORADO CHARTER SCHOOL INSTITUTE By: <u><i>Brenda Dickhoner</i></u> Chairperson, Board of Directors Date: <u>06 / 24 / 2026</u>
	LEGAL REVIEW: Philip J. Weiser, Attorney General By: <u><i>Joseph A Peters</i></u> Assistant Attorney General Date: <u>06 / 24 / 2026</u>

CHARTER SCHOOL CONTRACT

This Charter School Contract (the “Contract”) by and between the State Charter School Institute (the “Institute” or “CSI”) and the School identified on the Cover Page of this Contract.

SECTION 1: RECITALS

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

WHEREAS, the Colorado General Assembly has subsequently enacted §§ 22-30.5-501, C.R.S., *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 §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1), C.R.S., 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, the School filed a Transfer Application to become an Institute charter school (the “Charter Application”), and the Institute approved the Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution 26-06-03, and which is attached hereto as **Exhibit D**; and

WHEREAS, this Contract, together with the Charter Application (each as modified and incorporated by reference herein) and with the attachments and exhibits thereto (collectively, the “Application”), contains the complete understanding and agreement of the parties as further described below.

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

SECTION 2: THE SCHOOL

2.1 **Parties.**

This Contract is entered into between the Board of Directors of the School (“School Board”) and the Institute. The person authorized to sign this Contract 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 Institute Board of Directors (“Institute Board”).

2.2 **Term.**

This Contract is effective as of the date of execution for a charter term to begin on July 1, 2026 as indicated on the Cover Page of this Contract and to terminate on June 30, 2028 as indicated on the Cover Page of this Contract with an automatic 2-year extension based on the approved contract provisions included in the Transfer Recommendation Report, unless modified or extended as described herein. This

Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 10: Renewal, Revocation, and School-Initiated Termination**, below.

2.3 Annual Appropriation.

Although this Contract is for operation of the School as a charter school for a period of up to four years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly. The parties agree that the Institute has no obligation to fund the financial obligations under this Contract except as provided by statute; that this Contract does not reflect a multiyear debt or fiscal obligation within the meaning of Article X, Section 20 of the Colorado Constitution; and that the Institute therefore has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or providing services described herein for the entire term of the Contract.

Although this Contract is for operation of the School as a charter school for a period of years, any financial commitment on the part of the School contained in this Contract is subject to annual appropriation by the Institute and the School. The Parties agree that the School has no obligation for its financial obligations under this Contract, other than for the current fiscal year of the Contract term, and that the School has not irrevocably pledged and held for payment sufficient cash reserves for paying the School's obligations at or above the per-pupil allocation or for providing services described herein for the entire term of the Contract under this Contract for any subsequent fiscal year during the term of this Contract.

2.4 Charter School Legal Status.

The School represents that it is and shall maintain its status as a Colorado nonprofit corporation—separate from any other nonprofit entity, unless approved in advance in writing by the Institute—in accordance with § 22-30.5-507(4), C.R.S. and the Colorado Revised Nonprofit Corporation Act (the “Nonprofit 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 with **Section 4.6 Waivers** of this Contract.

2.5 Milestones.

The School shall meet all of the Milestones attached hereto as **Exhibit A** 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 reasonably determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in this Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5 Other Remedial Courses of Action** and **Section 10: Renewal, Revocation, and School-Initiated Termination** of the Contract. In its sole but reasonable determination based on the School's meeting the Milestones and its annual CARS reviews (defined below), the Institute may waive or modify the Milestones or may grant the School an additional time to meet such Milestones upon good cause shown.

2.6 Contacts.

AUTOMATIC WAIVERS

The following table outlines the Automatic Waivers granted to charter schools in Colorado to which we will accept.

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-9-106: Local Board Duties Concerning Performance Evaluations C.R.S. § 22-2-112(1)(q)(I) — Commissioner Duties (reporting performance evaluation ratings)
Rationale: The school and its School Director or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude her or him from administering the evaluations under the direction of the School Director. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I) but will still report on in-field/out-of-field.
Replacement Plan: Instead, the school will use its own evaluation system that meets the intent of the law as outlined in statute. Staff will be annually trained in this evaluation system. The methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings 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.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school foresees no financial impact for the charter or the Authorizer.
How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. §22-32-109(1)(n)(I) Board of Education – Specific Duties – School Calendar C.R.S. §22-32-109(1)(n)(II)(A) Board of Education - Specific Duties - Teacher Pupil Contact Hours C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties – Adoption of District Calendar
Rationale: The school will have autonomy to create its own school calendar to meet its community needs. The school year and final calendars will meet or exceed the current contact hour requirement in state statute.

Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students and their families. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and the school's daily schedule will be designed by the School's Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute ("CSI") policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

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

Financial Impact: The school foresees no financial impact for the charter or the Authorizer.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

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

C.R.S. § 22-63-201 Employment Certificate Required

Rationale: The school must be granted the authority to hire teachers and administrators that will support the school's goals and objectives. The School Director will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.

Replacement Plan: The school will seek to attract administrators 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 the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All school employees will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of infield/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

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

Financial Impact: The school foresees no financial impact for the charter or the Authorizer.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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

C.R.S. § 22-33-105(7)(a)(II) Process for Disciplinary Appeals

Rationale: As a charter school, the school's governing board must have the ability to hear disciplinary and related appeals.

Replacement Plan: As opposed to the Colorado School Institute ("CSI") carrying out implementation of the School Attendance Law of 1963, 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).

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

Financial Impact: The school foresees no financial impact for the charter or the Authorizer.

How the Impact of the Waivers Will be Evaluated: 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 suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: 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.