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Form **1023**
(Rev. December 2013)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption (99)
Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056
Note: If exempt status is approved, this application will be open for public inspection.

(Use with the June 2006 revision of the instructions for Form 1023 and the current Notice 1382)

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY INC		DEREC SHULER	
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)	
601 CORPORATE CIRCLE		82-3791408	
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01-12)	
GOLDEN, CO 80401		06	
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: 303-900-2297	
a Name: DEREC SHULER		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
9a Organization's website: DOUGCO.ASCENTCLASSICAL.ORG			
b Organization's email: (optional) DEREC.SHULER@ASCENTCLASSICAL.ORG			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 3 / 9 / 2017			
12 Were you formed under the laws of a foreign country? If "Yes," state the country. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

For Paperwork Reduction Act Notice, see page 24 of the instructions.

Cal. No. 17133K

Form **1023** (Rev. 12-2013)

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Part II Organizational Structure

You must be a corporation (including a limited liability corporation), an unincorporated association, or a trust to be tax exempt. (See instructions). **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. Yes No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. Yes No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. Yes No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. Yes No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. Yes No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. Yes No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under Section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph):
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **ARTICLES, PAGE 4**
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Robert Williams	Chair	601 Corporate Circle Golden, CO 80401	None
Steve Gilmartin	Vice-Chair	601 Corporate Circle Golden, CO 80401	None
Lisa Hoffman	Secretary	601 Corporate Circle Golden, CO 80401	None
Jimmy Golden	Director	601 Corporate Circle Golden, CO 80401	None
Derec Shuler	Director (Non-Voting)	601 Corporate Circle Golden, CO 80401	None

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees related to each other through family or business relationships? Yes No
If "Yes," identify the individuals and explain the relationship.
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties. Yes No
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
 - a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No
 - b** Do you or will you approve compensation arrangements in advance of paying compensation? Yes No
 - c** Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No

Part V**Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated taxable** or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? Yes No
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. Yes No
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No

- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. Yes No
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. Yes No

- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. Yes No
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at **arm's length**.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a** In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? Yes No
If "Yes," describe each program that provides goods, services, or funds to individuals.
- b** In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? Yes No
If "Yes," describe each program that provides goods, services, or funds to organizations.
- 2** Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3** Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1** Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. Yes No
- 2** Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1** Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. Yes No
- 2a** Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b** Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a** Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b** Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c** List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. Yes No
(See instructions.)

- | | |
|---|--|
| <input type="checkbox"/> mail solicitations | <input type="checkbox"/> phone solicitations |
| <input checked="" type="checkbox"/> email solicitations | <input checked="" type="checkbox"/> accept donations on your website |
| <input checked="" type="checkbox"/> personal solicitations | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input checked="" type="checkbox"/> government grant solicitations |
| <input checked="" type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. Yes No

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. Yes No

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. Yes No

5 Are you affiliated with a governmental unit? If "Yes," explain. Yes No

6a Do you or will you engage in economic development? If "Yes," describe your program. Yes No

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. Yes No

b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. Yes No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. Yes No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. Yes No

b Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). Yes No

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). Yes No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). Yes No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. Yes No

Part VII Your Specific Activities (Continued)

11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. Yes No

12a Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. Yes No

b Name the foreign countries and regions within the countries in which you operate.

c Describe your operations in each country and region in which you operate.

d Describe how your operations in each country and region further your exempt purposes.

13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. Yes No

b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.

c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Yes No

d Identify each recipient organization and any relationship between you and the recipient organization.

e Describe the records you keep with respect to the grants, loans, or other distributions you make.

f Describe your selection process, including whether you do any of the following:

(i) Do you require an application form? If "Yes," attach a copy of the form. Yes No

(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. Yes No

g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.

14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. Yes No

b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.

c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. Yes No

d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No

e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No

f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. Yes No

Part VIII Your Specific Activities (Continued)

- 15 Do you have a close connection with any organizations? If "Yes," explain. Yes No
- 16 Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. Yes No
- 17 Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. Yes No
- 18 Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. Yes No
- 19 Do you or will you operate a school? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. Yes No
- 20 Is your main function to provide hospital or medical care? If "Yes," complete Schedule C. Yes No
- 21 Do you or will you provide low-income housing or housing for the elderly or handicapped? If "Yes," complete Schedule F. Yes No
- 22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. Yes No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		Current tax year	(a) From 7/1/2017 To 6/30/2018	(b) From 7/1/2018 To 6/30/2019	(c) From 7/1/2019 To 6/20/2020	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	227,000	227,000	227,000		681,000
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below		5,620,000	6,316,000		11,936,000
	8 Total of lines 1 through 7	227,000	5,847,000	6,543,000		12,617,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes					
	10 Total of lines 8 and 9	227,000	5,847,000	6,543,000		12,617,000
11 Net gain or loss on sale of capital assets						
12 Unusual grants						
13 Total Revenue Add lines 10 through 12	227,000	5,847,000	6,543,000		12,617,000	
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out					
	16 Disbursements to or for the benefit of members					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages	49,000	3,311,000	3,684,000		
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)		1,280,000	1,400,000		
	21 Depreciation and depletion					
	22 Professional fees		140,000	180,000		
	23 Any expense not otherwise classified, such as program services		1,050,000	1,200,000		
	24 Total Expenses Add lines 14 through 23	49,000	5,781,000	6,464,000		

Part IX Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

Assets		1	0
1	Cash	2	0
2	Accounts receivable, net	3	0
3	Inventories	4	0
4	Bonds and notes receivable	5	0
5	Corporate stocks	6	0
6	Loans receivable	7	0
7	Other investments	8	0
8	Depreciable and depletable assets	9	0
9	Land	10	0
10	Other assets	11	0
11	Total Assets (add lines 1 through 10)		0
Liabilities		12	0
12	Accounts payable	13	0
13	Contributions, gifts, grants, etc. payable	14	0
14	Mortgages and notes payable	15	0
15	Other liabilities	16	0
16	Total Liabilities (add lines 12 through 15)		0
Fund Balances or Net Assets		17	0
17	Total fund balances or net assets	18	0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)		0

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? Yes No
If "Yes," explain.

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. Yes No
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Yes No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. Yes No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? Yes No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
- a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
 - c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h.

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

.....
 (Signature of Officer, Director, Trustee, or other authorized official)

.....
 (Type or print name of signer)

.....
 (Date)

.....
 (Type or print title or authority of signer)

For IRS Use Only

.....
 IRS Director, Exempt Organizations

.....
 (Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

850
TM

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? Yes No
If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

(Signature of Officer, Director, Trustee, or other authorized official)

Denise Shuber

(Type or print name of signer)

13 JAN 19

(Date)

Director

(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Schedule B. Schools, Colleges, and Universities

If you operate a school as an activity, complete Schedule B

Section I Operational Information

- 1a** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B. Yes No
- b** Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B. Yes No
- 2a** Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. Yes No
- b** Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B. Yes No
- 3** In what public school district, county, and state are you located?
- 4** Were you formed or substantially expanded at the time of public school desegregation in the above school district or county? Yes No
- 5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. Yes No
- 6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. Yes No
- 7** Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. Yes No

Note. Make sure your answer is consistent with the information provided in Part VIII, line 7a.

- 8** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No

Note. Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.**Section II Establishment of Racially Nondiscriminatory Policy**

Information required by Revenue Procedure 75-50.

- 1** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557. Yes No
- 2** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? Yes No
- a** If "Yes," attach a representative sample of each document.
- b** If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.
- 3** Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain. Yes No
- 4** Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully. Yes No

Schedule B. Schools, Colleges, and Universities (Continued)

- 5 Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.
If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total						

- 6 In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total								

- 7a Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.
- b Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain. Yes No
- 8 Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.) Yes No

PART IV - Narrative Description of Your Activities

Using an attachment, describe your past, present, and planned activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Ascent Classical Academy of Douglas County is a K-12 charter public school in Douglas County, Colorado. The school currently has an initial 5-year contract to open in the fall of 2018. The school will open with over 500 children and grow to serve up to 1,000 children. As of Dec 15, 2017, the school has over 400 currently enrolled, nine months out from opening.

As a public charter school, the school is supported by public funding, private grants, and donations. The school has been awarded a \$670,000 startup grant from the US Department of Education.

PART V - Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

5a. Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.

The attached conflict of interest policy was adopted by the board by resolution. Additionally, members of the board of directors must make an annual conflict of interest disclosure that will also be presented to the Douglas County School District.

PART V - Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

7a. Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases.

Ascent Classical Academy of Douglas County works with Ascent Classical Academies (ACA), a non-profit education service provider. The two entities are legally distinct with independent boards and governance. Derec Shuler is involved with ACA and a non-voting Director of ACAD. The organizations have a management agreement that was negotiated at arms-lengths with each entity obtaining independent legal counsel. The management relationship and terms incorporated best practice guidance from the US Department of Education, the National Association of Charter School Authorizers (NACSA), and the Colorado Charter School Institute (CSI). ACA provides services such as curriculum development and implementation, teacher and staff hiring and development, business operations, and other services as negotiated to the school for a fee. This fee was established using a national survey of charter school management fees and is on the low-end of the median of that data, especially when considering the extensive support provided to the school by ACA. Mr. Shuler does not vote on this agreement and the management agreement is included in this application.

Part VI - Your Members and Other Individuals and Organizations That receive Benefits From You

1a. In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.

The school provides a tuition-free K-12 education to children as a public charter school.

Part VI - Your Members and Other Individuals and Organizations That receive Benefits From You

2. Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.

Tuition-free K-12 education is provided to children enrolled in the school. Admission is based on a random lottery. Applications for the lottery follow a non-discrimination policy that exceeds federal non-discrimination requirements.

Part VIII - Your Specific Activities

4a. Do you or will you undertake fundraising? Attach a description of each fundraising program.

Other (describe):

As a public school, ACAD will ask families for donations via email, its website, and personal requests. The school will also submit requests for support from other private foundations and federal grants.

Part VIII - Your Specific Activities

4d. List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

Colorado

Part VIII - Your Specific Activities

5. Are you affiliated with a governmental unit? If "Yes," explain.

Ascent Classical Academy of Douglas County is an independent charter school with a contract from Douglas County Public Schools. ACAD is independently governed and receives public funding in its mission to provide a public, tuition-free K-12 education to children.

Part IX - Financial Data

7. Any revenue not otherwise listed above or in lines 9-12 below

Other revenue includes state per pupil revenue, capital construction, local property taxes, and student fees for consumable items.

Part IX - Financial Data

23. Any expense not otherwise classified, such as program services

Other expenses include operational expenditures, supplies, audit, bank and management fees, furniture, equipment, and technology.

Section I Operational Information

1b. Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school.

Yes, the school is a K-12 public charter school authorized by Douglas County Public Schools in Colorado.

2b. Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding.

Yes, the school is an independent, charter public schools that operates primarily from public funding, as agreed to in its charter contract.



Ascent Classical Academy of Douglas County
601 Corporate Circle
Golden, CO 80401

January 13, 2018

SUBJECT: Expedite Request for Determination of IRS Code 501(C)3 Status for EIN 82-3791408

To Whom It May Concern,

Ascent Classical Academy of Douglas County (ACAD) is requesting the Internal Revenue Service expedite processing of our Form 1023 and request for IRS Code 501(C)3 status.

ACAD is an approved charter public school opening in the fall of 2018. In preparation for the school year, the school is engaged in a significant amount of work and is currently working to order equipment, furniture, and materials to serve students. While the school has received a multi-year federal grant and must spend \$230,00 by June 1, 2018 for the above purposes, these funds are reimbursed after the expenses are paid for. The school has obtained access to other private grant funding from the Daniels Fund and other sources for the \$230,000 plus other start-up funds that requires it to have its 501(C)3 status. The school needs to begin spending immediately to hire staff to recruit staff and teachers to education children.

Additionally, on January 12, 2018, the school executed a lease on a school campus that is financed with tax-exempt bonds, and is required to have its 501(c)3 per the bond counsel opinion letter on the school's eligibility to execute the lease and occupy the space.

If the school does not obtain its 501(c)3 status by February 15, 2018, it is at risk of losing access to grant funds and its expected campus space that will negatively impact the school's ability to execute activities and make purchases required to open the school.

We appreciate your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Derec C. Shuler", written over a white background.

Derec C. Shuler
Director



Colorado Secretary of State
 Date and Time: 03/09/2017 07:04 AM
 ID Number: 20171192493
 Document number: 20171192493
 Amount Paid: \$50.00

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.

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 Douglas County, Inc
(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
(Street number and name)

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

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
(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

(Street number and name or Post Office Box information)

Golden

(City)

CO

(State)

80401

(ZIP/Postal Code)

United States

(Country)

(Province -- if applicable)

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

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

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

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See Attachment

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

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

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

Disclaimer:

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

CHARITABLE PURPOSES CLAUSE

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

DISSOLUTION CLAUSE

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



Colorado Secretary of State
 Date and Time: 01/13/2018 11:16 AM
 ID Number: 20171192493
 Document number: 20181034517
 Amount Paid: \$25.00

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.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-130-105 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20171192493
 (Colorado Secretary of State ID number)
 Entity name Ascent Classical Academy of Douglas County, Inc

2. The new entity name (if applicable) is _____

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

This document contains additional amendments or other information.

4. (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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Shuler Derec
 (Last) (First) (Middle) (Suffix)
601 Corporate Circle
 (Street name and number or Post Office Box information)
Golden CO 80401
 (City) (State) (Postal/Zip Code)
United States
 (Province - if applicable) (Country - if not US)

(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).

CHARITABLE PURPOSES CLAUSE

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

DISSOLUTION CLAUSE

Once the school receives its 501(c)3 status, retroactive to the effective date, 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.

Until the organization receives its 501(c)3 status retroactive to the date of filing its IRS Form 1023, the Douglas County School District will control the charter school's dissolution process and the Charter School will transfer all of its assets to the District.

**BYLAWS
OF
ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY
AMENDED JANUARY 12, 2018**

BYLAWS
OF
ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY

ARTICLE I.

OFFICES

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

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

ARTICLE II.

MEMBERS

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

ARTICLE III.

BOARD OF DIRECTORS

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

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

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

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

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

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

(d) Election and Tenure. The initial board of directors shall be the founding board members participating in the organizational meeting on March 9, 2017. 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 meeting of the Board in a fiscal year, they shall be removed. Any vacancy of an elected director may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director elected to fill a vacancy shall hold the office for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, and a director so chosen shall hold office until the next election of the class of directors for which such director was chosen and thereafter until such director's successor shall have been elected and qualified, or until such

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.

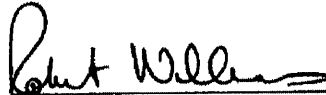
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ASCENT CLASSICAL ACADEMY

BYLAWS CERTIFICATE

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

Dated: 1/12/2018.



Robert Williams
Chairman

Ascent Classical Academy of Douglas County Enrollment Policy

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

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

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

First Enrollment Round

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

Lottery Overview

In the event interest in a grade is beyond capacity, enrollment is determined by a random lottery system. All completed applications turned in by the deadline will be eligible for the lottery. All applicants are randomly selected during the lottery. Should there be more lottery applicants than available seats, students are randomly assigned waitlist numbers. ACADC 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 or three classes per grade, totaling 50 to 90 students per grade. Classes may be over-enrolled by two students per class to account for natural attrition. The principal may determine final class sizes. Applications are processed online. Prospective parents without online access may come to the school to apply or use a terminal at a public library. 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.

Lottery Application Deadline

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

Lottery Mechanics

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

Priority 1: Founder Preference

Those children whose parents/guardians were active in the planning process by serving on the founding interim governing board, an advisor to the founding interim governing board, active volunteer who completes 30 hours of service, or other criteria established by the Governing Board beneficial to the successful founding of the school, will receive priority for admission if their applications are received by the application deadline. Said families must have been designated a "founding family" by Ascent Classical Academy. 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. Founding Family status will no longer be given after the opening day of the school.

Priority 2: Staff Preference

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/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/Staff policy who is not eligible for priority due to exceeding the 20% threshold, will be designated to the next highest applicable priority level.

Priority 3: Sibling/Household Preference

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

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 Academy Network Preference

Families whose children currently attend a charter school in the Ascent Classical Academy network will have a preference when applying at the school.

General Lottery

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

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

Second Round Enrollment

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

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

Grounds for Denial of Admission

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

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

Time Frame and Public Notice

The First Round application period will take place from October through 2:30pm of the Friday of the first full school week of January. Grade level lists will be compiled no later than the second Monday following the close of the First Round application deadline. Once a name is drawn, the parent(s) will be notified by email and given 72 hours to accept or decline the seat. This offer is only for the grade level the parent applied for for their child.

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

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

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

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

Enrollment Deadline

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

Re-Enrollment for Current Students

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

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

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

It is the sole responsibility of the parent or guardian to keep his or her e-mail and phone numbers updated as well as follow the registration process and meet the required deadlines. If a parent or guardian 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 or guardian may choose to have the student's name added to the bottom of the wait list.

Complete Registration Process

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

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

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

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

All reference to "parents" in this policy also apply to legal guardians.

Ascent Classical Academy of Douglas County Conflict of Interest Policy

Article I - Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II - Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III - Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose

all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV - Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a

financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V - Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI - Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII - Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII - Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

MANAGEMENT AGREEMENT

This Management Agreement (the "**Agreement**") is made and entered into as of the 17th day of October, 2017, by and between **Ascent Classical Academies** a non-profit Colorado corporation ("**Ascent**"), and **Ascent Classical Academy of Douglas County**, a non-profit Colorado corporation (the "**School**").

RECITALS

The School is a charter school, organized as a public school pursuant to C.R.S. § 22-30.5-101 et seq., which authorizes the formation of charter schools (the "**Charter School Law**"). Except to the extent expressly waived in accordance with the terms of the Charter School Law, the School is subject to the Colorado laws applicable to Colorado public schools (the "**Colorado School Laws**"), including without limitation Article 22 of the Colorado Revised Statutes. The School submitted an application (the "**Application**") for, and was issued, a contract (the "**Charter Contract**") by the Douglas County School District (the "**Authorizer**") to organize and operate a public school charter school, with Authorizer as the authorizing body.

The School and ASCENT desire to create an enduring educational alliance, whereby the School and ASCENT will work together to replicate the Barney Charter School Initiative model.

In order to facilitate the organization and opening of the School, and to implement an exceptional educational program at the School, the parties desire to establish this arrangement for the management and operation of the School.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The School represents that it is authorized by law to contract with a private entity for educational, business administration and management services. The School is vested with all powers necessary to operate the School and to implement the educational program contemplated in the Charter Contract.

B. Management Agreement. The School hereby contracts with ASCENT, to the extent permitted by law, for the provision of all labor, materials, equipment, facilities (subject to separate negotiations and mutual accord) and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the School in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and methods used to monitor compliance with performance of targeted

educational outcomes, all as adopted by the School's Board of Directors (the "Board") and/or included in the School's Charter Contract.

C. Designation of Agents. The Board designates the employees of ASCENT as agents of the School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA").

D. Status of the Parties. ASCENT is a non-profit Colorado corporation qualified to do business in Colorado, and is not a division or a part of the School. The School is a body corporate and governmental entity authorized by the Charter School Law, and is not a division or part of ASCENT. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of ASCENT shall be deemed to be the agent or employee of the School. ASCENT shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between ASCENT and the School is based solely on the terms of this Agreement, and the terms of any other written agreements between ASCENT and the School.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of July 1, 2017 and shall continue until termination or expiration of the Charter Contract. The first fiscal year of this agreement shall be from July 1, 2018 to June 30, 2019 and each fiscal year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Renewal. This Agreement shall be subject to annual renewal. If either party wishes to modify the terms of this Agreement for a future term or non-renew this Agreement for a subsequent term it must notify the other party at least 90 days prior to the expiration of the then current term. If neither party notifies the other at least 90 days prior to the expiration of the then current term then this Agreement will automatically renew for an additional one-year term, coinciding with the fiscal year of the School.

ARTICLE III

FUNCTIONS OF ASCENT

A. Responsibility. ASCENT shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the Charter Contract. ASCENT's responsibility is expressly limited by: (i) the School's budget as approved and amended from time to time by the Board (the "Budget"), and (ii) the availability of state

funding to pay for said services. Neither ASCENT nor the School shall be required to expend School funds on services in excess of the amount set forth in the Budget.

B. Educational Program. ASCENT agrees to implement the educational goals and programs as set forth in the Charter Contract (the "Educational Program"). In the event ASCENT determines that it is necessary to materially modify the Educational Program, ASCENT shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter Contract, approval of the Authorizer. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The Board and ASCENT each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, ASCENT will provide the Board with updated reports on progress towards implementing each of the educational goals set forth in the Educational Program.

C. Specific Functions. Subject to the oversight and authority of the Board as provided herein, ASCENT shall be responsible for the Educational Program and the management, operation, accounting and business administration of the School. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, inclusive of the acquisition of instructional materials, equipment and supplies.

2. Employment of all personnel working at the School and management of all personnel functions as set forth in Article VII of this Agreement.

3. If so directed by the Board, securing a facility to be leased or otherwise provided to the Board for purposes of operating the School therein, operation of the facility, and the installation in the facility of technology integral to the operation of the School. The facility shall comply with, or otherwise be approved with regard to, all state regulations governing the use of the facility as an elementary/middle school, as applicable. Any lease or financial terms related to such a facility will be negotiated and documented separately.

4. All aspects of the business administration.

5. All aspects of the accounting operation, including general ledger management and financial reporting.

6. Food service.

7. Marketing and development costs.

8. Any other function necessary or expedient for the administration of the School.

D. Purchases. Purchases made by ASCENT for the School with the School's funds, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment will be the property of the School (exclusive of capital items leased or purchased by ASCENT).

ASCENT agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by ASCENT at the request of the Board.

E. Subcontracts. ASCENT reserves the right to subcontract any and all aspects of all services it agrees to provide to the School, including, but not limited to transportation and/or food service. However, ASCENT shall not subcontract the management or oversight of the teaching and instructional program, except as specifically permitted in this Agreement or with prior approval of the Board.

F. Place of Performance. To the extent not prohibited by the Charter Contract or applicable law, and except for educational instruction services, ASCENT reserves the right to perform the services it is providing pursuant to this Agreement off-site, such as purchasing, professional development and administrative functions.

G. Student Recruitment. ASCENT and the Board shall be jointly responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter Contract and in compliance with the Charter School Law and other applicable law.

H. Due Process Hearings. ASCENT shall provide student due process hearings in conformity with the requirements of the Charter Contract and state and federal law regarding discipline, special education, confidentiality and access to records. The Board shall retain the right to provide due process as required by law.

I. Legal Requirements. ASCENT shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed by the Charter Contract, unless such requirements are waived. The Board shall interpret federal, state and local requirements liberally to give ASCENT flexibility and freedom to implement its educational and management programs.

J. Rules and Procedures. ASCENT shall recommend to the Board reasonable rules, regulations and procedures applicable to the School, and ASCENT is authorized and directed by the Board to enforce the rules, regulations and procedures adopted by the Board.

K. School Year and School Day. The school year and the school day schedule shall be approved by the Board.

L. Pupil Performance Standards and Evaluation. ASCENT shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. ASCENT shall be responsible and accountable to the Board for the academic performance of students enrolled at the School. ASCENT will utilize assessment strategies required by the terms of the Charter Contract. The Board and ASCENT will cooperate in good faith to identify academic goals and methods to assess the students' academic performance. The performance goals outlined in this section are aspirational and, while they may be considered during the School's evaluation of Ascent, failure to meet the performance goals shall not constitute any default or breach of this Agreement. It is the expectation that the school will achieve the following academic, social, and financial standards within three years of school opening.

- Academic Growth (meet or exceed district average on state standardized tests, or a similar assessment)
- Academic Proficiency (meet or exceed that of the district on state standardized tests, or a similar assessment)
- SAT scores for Junior and Senior classes (exceed that of the district)
- Student Re-Enrollment rates of students remaining in district (80% or higher)
- Parent Satisfaction Surveys (80% satisfaction or higher)
- Staff Satisfaction Surveys (80% satisfaction or higher)
- Balanced Budget (submitted in accordance with Article VI(B))
- Fiscal Strength (TABOR reserve met per Colorado Law)

M. Services to Disabled Students and Special Education. Subject to District supervision and/or provision of services, ASCENT shall provide special education services to students who attend the School in conformity with the requirements of state and federal law. ASCENT may subcontract as necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

N. Charter Contract between the School and Authorizer. ASCENT will not act in a manner that would cause the School to be in breach of its Charter Contract.

O. Unusual Events. ASCENT agrees to timely notify the Board and/or School administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the School in complying with its responsibilities under the Charter Contract or applicable law.

P. Student and Financial Records. All student and financial information related to the School shall be available for inspection at the School upon reasonable request consistent with applicable federal and state laws.

Q. School Records/Proprietary. The financial, educational and student records pertaining to the School are School property, and such records are subject to the provisions of all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Colorado Open Records Law, C.R.S. §§ 24-72-204 et seq., and the Family Education Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, to the extent required by applicable law. All School records shall be physically or electronically available to ASCENT upon request at the School.

R. Intellectual Property Rights. Except as otherwise required by Hillsdale College pursuant to its arrangements contained in any Agreement between it and the School, the School will own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by ASCENT at the direction of the Board with School funds dedicated for the specific purpose of developing such curriculum or materials (the "School Materials"). ASCENT shall own all proprietary rights to, and the School's proprietary interest shall not include, curriculum or educational materials that are or were

developed or copyrighted or similarly protected by ASCENT, or curriculum or educational materials that are developed by ASCENT with funds from the School that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials. ASCENT shall also own all intellectual property rights, including, without limitation, any copyright rights in and to the Educational Materials (as that term is defined at the end of this Section R) relating thereto, as well as any non-curriculum materials created or provided by ASCENT in connection with, or related to, the implementation of the Educational Program, including all corrections, modifications and derivatives thereof (collectively all of the foregoing shall be referred to as the "ASCENT Materials").

The parties acknowledge that to the extent the School's Materials are derivative of ASCENT Materials, the School's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material. Relevant Educational Materials and teaching techniques used by or at the School shall be subject to disclosure to the extent required under the Charter School Law and Colorado Open Records Act.

ASCENT hereby grants to the School the non-exclusive, non-transferable license to use the ASCENT Materials in furtherance of the Educational Program during the term of this Agreement or any renewal thereof, including without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the School's intranet, (whether or not the latter is hosted by the ASCENT, School Data Company, LLC or a third party). Additionally, the School may use the ASCENT Materials and Educational Materials in furtherance of the Educational Program for one full school year (July 1st to June 30th) proceeding termination of this Agreement at the same rate the School pays to Ascent for the ASCENT Materials and Educational Materials at the time the Agreement is terminated or at a rate that is commensurate with market rates if the price paid for the ASCENT Materials and Educational Materials is not determinable from other amounts paid by the School under this Agreement. To the extent any part of the School Materials may be derivative of ASCENT Materials, the School shall have the non-exclusive, non-transferable right to use such ASCENT Materials, as same may have been previously embodied or incorporated in the School Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the School and in the ordinary course of such operations. The School represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the School will not exploit, or assist any third party in exploiting, the School Materials or any ASCENT Materials for commercial purposes. The School hereby grants ASCENT the non-exclusive, irrevocable, worldwide, assignable right to use, distribute, modify and display the School Materials solely for education purposes in any and all media now known or hereafter developed.

ASCENT hereby grants the School the non-exclusive, non-transferable license to use ASCENT's trade name and any trademark(s), as they now exist or in the future, to promote and advertise the School. No other use of ASCENT trademarks is permitted without ASCENT's prior written permission. The School shall acquire no rights in the ASCENT trademarks, and all goodwill of the ASCENT trademarks shall inure to the benefit of and remain with ASCENT.

ASCENT shall have pre-approval rights for each form and manner of public display of the ASCENT Trademarks. However, the name "Ascent Classical Academy of Douglas County" shall be a trade name of the School, and the School shall have the right to use the same after termination of this Agreement without additional compensation to ASCENT.

"Educational Materials" shall include (without limitation) print and electronic textbooks, instructional materials, lesson plans, teacher guides, exercise, workbooks, tests and other curriculum-related materials.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of ASCENT, including but not limited to, ASCENT's recommendations concerning policies, rules, regulations and budgets.

B. Assistance to ASCENT. The Board shall cooperate with ASCENT and shall furnish ASCENT with all documents, records and information necessary for ASCENT to properly perform its responsibilities under this Agreement, including but not limited to, timely notice of all Board meetings. The Board shall, with ASCENT's assistance, apply for and support the waiver of state laws, regulations and rules that ASCENT reasonably determines to interfere with the effective and efficient operation of the School to the extent consistent with the Charter Contract.

C. Unusual Events. The parties agree to timely notify each other of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the other party's ability to comply with their responsibilities hereunder.

D. ASCENT Office Space. The Board upon request shall provide ASCENT with suitable space at the School for ASCENT personnel and subcontractors. The space shall be provided without cost to ASCENT and shall be used by ASCENT only for ASCENT activities related to the School.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the School including, without limitation, regulations relative to the conduct of pupils while in attendance at the School or en route to and from the School. The Board shall further retain the responsibility, as provided in C.R.S. 22-32-109(1)(b) of the Colorado School Laws, to adopt written policies governing the procurement of supplies, materials and equipment.

F. Compliance with the Hillsdale College Memorandum of Understanding. In order to maintain the consistency and integrity of the School's mission and vision, the School will at all times during the term of this Agreement remain in compliance with the obligations of the Hillsdale College Memorandum of Understanding.

ARTICLE V

NON-GOVERNMENTAL SOLICITATION OF FUNDS

ASCENT shall seek Board approval prior to receipt of non-governmental funds or contributions on behalf of the School. Any such funds so received may only be used in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Board shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board. Interest income earned on School depository accounts shall accrue to the School. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.
2. Special education funding provided by federal and state government which is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by federal and state governments that is directly allocable to gifted and talented students enrolled at the School.
4. At-Risk funding provided by federal and state governments that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by federal and state governments that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and state funding sources, including but not limited to Title I and any start-up funding, allocable to the School.

7. All other funding, contributions and donations, public and private, received by the School (except to the extent ASCENT is not required or involved in soliciting, administering, or managing the contribution and/or donation).

8. Fees charged to students for extra services and to the extent permitted by law.

(All of the above are hereinafter collectively referred to as the "Revenues").

Except as otherwise provided herein, such Revenues which are budgeted to compensate Ascent for operating costs or for the Fee may immediately be transferred to Ascent upon receipt of detailed and comprehensive invoices on a monthly basis (or more frequently as the parties may mutually agree). Thence the revenues shall be expended by ASCENT in accordance with the Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. ASCENT shall cooperate with the Board to devise an annual projected Budget that is in compliance with the School District Budget Law of 1964, C.R.S. § 22-44-101 et seq. For the School's first fiscal year, the Budget shall be submitted prior to the beginning of the fiscal year. Thereafter, the Budget shall be submitted to the Board at least fifteen (15) days prior to the Board's meeting where it will vote to approve the Budget (for the next fiscal year) as required by the School's Charter Contract.

2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs associated with operating the School including, but not limited to, the projected cost of all services provided by ASCENT pursuant to the terms of this Agreement, the Educational Program, leasehold and other lease or purchase costs incurred for the facility, maintenance, reasonable building and landscape renovations and upgrades as requested by the Board, and repairs to School facilities, capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the School, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and all other projected costs and expenses reasonably necessary to operate the School in accordance with the terms of this Agreement.

3. Approval. The Budget shall be prepared in cooperation with ASCENT and submitted to the Board for approval at a public meeting. The Budget shall be amended from time to time as deemed necessary by ASCENT and the Board to comply with the Colorado School Laws and the Charter Contract. Additionally, the Board shall be entitled to request that the Budget include facility and landscape renovations and interior upgrades as necessary. Such requests shall not be unreasonably denied.

4. **Expenditures.** ASCENT shall not expend any Revenues in such a way as to deviate materially from the provisions of the Budget without Board approval.

5. **Board Reserve.** Notwithstanding any other provision of this Agreement, during the term of this Agreement there shall be reserved in the School's account an amount not less than 3% of fiscal year spending in compliance with Article X, Section 20 of the Colorado constitution (the Taxpayers Bill of Rights or TABOR). These funds may not be expended except under special circumstances allowed by law. Under any circumstance, the 3% reserve must be restored by June 30th of the applicable fiscal year. Additionally, the Budget shall include \$20,000 as a board operations/training/legal services fund. Legal fees accrued by the Board in advance of the opening of the School shall be paid by ASCENT no later than October 1 of the first year of operation.

6. **Financial Transparency.** ASCENT shall publish detailed accounting of all financial transactions related to the School on the School's website as required by Colorado's Financial Transparency Act.

C. **Fee.** When the SCHOOL receives revenues, ASCENT shall document all operating costs to date in accordance with the Colorado Financial Transparency Act and shall invoice the School in order to receive such Revenues (Minus reserves noted herein) necessary to pay all operating costs of the School along with its Management Fee (the "Fee"). ASCENT and the Board acknowledge that operating costs include Central Administrative Overhead Costs payable to the Authorizer by ASCENT. It is anticipated that upon delivery of an approved invoice, ASCENT will be paid its Fee on the same frequency that the School receives its Revenues. The Fee shall be negotiated annually and adopted by the Board as part of the annual budgeting process. The Fee shall be eight percent (8%) of the Revenues.

D. **Availability of Funds.** ASCENT shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

E. **Other Schools.** The School acknowledges that ASCENT has entered or may enter into similar management agreements with other public schools. ASCENT shall maintain separate accounts for expenses incurred by and on behalf of the School and other schools, and shall reflect in the School's financial records only expenses incurred by or on behalf of the School. If ASCENT incurs authorized expenses on behalf of the School and other schools which are incapable of precise allocation, then to the extent permitted by law, ASCENT shall allocate such expenses among all applicable schools, including the School, on a prorated basis based upon the number of students enrolled at the applicable schools, or upon such other equitable basis as is acceptable to the parties.

F. **Financial Reporting.** In addition to publication of financial transactions as statutorily required, ASCENT shall provide the Board with:

1. The projected annual Budget as required by the terms of this Agreement.
2. Statements of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all direct expenditures for services rendered or expenses incurred on behalf of the School, whether incurred on-site or off-site, on a frequency determined by the Board, but not less frequently than four times per year.
3. Reports on School operations, finances and student performance, shall be provided upon request, but not less frequently than four times per year.
4. Such other information as the Board may reasonably request to enable the Board to: (i) evaluate the quality of the services provided by ASCENT to the School, and (ii) timely provide all reports and information that the Board is required to provide pursuant to its Charter Contract and/or the Charter School Law.

G. Access to Records. ASCENT shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of ASCENT, and shall retain all of the afore referenced records according to applicable state and federal requirements to which such books, accounts, and records relate. ASCENT and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Board shall be responsible for reviewing, revising and approving the annual Budget in accordance with the Charter Contract and applicable law.

I. Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the School's Charter Contract and the Colorado School Laws. Subject to applicable law, all records in the possession or control of ASCENT that relate to the School, including but not limited to financial records, shall be made available to the School's independent auditor.

J. Start-up Financing. ASCENT will provide pre-operational funds for: (i) the development of curriculum, a technology system and a school operations plan, (ii) recruiting, selecting and training of staff members; and (iii) cleaning, renovating (to the extent necessary) and equipping of the School facility. In addition, ASCENT may, but need not, make contributions to the School in the event School expenses exceed revenues. ASCENT contributions, if any, shall be in amounts acceptable to ASCENT and the Board, shall be included in the Budget, and shall be repaid from Revenues as and when funds are available; however, the School shall not be legally obligated to repay ASCENT contributions made to or on behalf of the School.

K. Other Financing. The Board may apply to ASCENT for financing from time to time. Financing extended by ASCENT to the School shall be separately documented. The School shall repay financing extended by ASCENT from its Revenues.

ARTICLE VII

PERSONNEL & TRAINING

A. Personnel Responsibility. ASCENT shall select and hire qualified personnel to perform services at the School. ASCENT shall have the responsibility and authority to select, hire, evaluate, assign, discipline, transfer and terminate personnel consistent with the Budget and state and federal law. Personnel shall be employees of ASCENT, unless otherwise agreed by ASCENT and the Board. Each party shall be responsible for compensating their respective employees. However, the compensation of all employees shall be included in the Budget. To the extent required by applicable law, all personnel hired by ASCENT to work in the School shall undergo a background check as required by law.

B. School Administrator. The accountability of ASCENT to the School is an essential foundation of this Agreement. Since the School administrator (the "Administrator") is critical to the School's success, ASCENT shall have the authority, consistent with subparagraph A above, to select and supervise the Administrator and to hold the Administrator accountable for the performance of the School in accordance with academic, cultural and other metrics established by the School's Board as described in Article III(L) herein. ASCENT shall consult with the Board with respect to the hiring of the Administrator, and such hiring is subject to Board approval. ASCENT shall remove the Administrator if the Board determines, in consultation with ASCENT, that the performance measures listed in Article III(L) are not met and that adequate notice, of at least sixty (60) days, and an opportunity to correct such defects has been afforded. The duties of the Administrator, and the terms of the Administrator's employment, including termination provisions in the Administrator's employment agreement, shall be determined by ASCENT and be subject to Board approval. If a School Administrator's employment is terminated or the Administrator is removed, then ASCENT shall hire a new Administrator, in consultation with the School's Board and with Board approval of the selection.

C. Teachers. ASCENT shall, consistent with subparagraph A above, provide the School with teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of ASCENT, work at the School on a full or part time basis. If assigned to the School on a part time basis, the teacher(s) may also work at other schools managed or operated by ASCENT. Each teacher assigned to the School shall hold a valid teaching certificate issued by the Colorado Department of Education to the extent required by the Colorado School Laws or meet "highly qualified" status (taking into consideration any applicable waivers). In all instances, the School's Board shall retain any and all statutory and constitutional authority regarding staff assigned to this school. The School's Board shall retain the authority to reject, on a case by case basis, teacher assignments to the School, at anytime, and in its sole discretion, but does not have the authority to terminate the employment of ASCENT employees.

D. Support Staff. ASCENT shall, consistent with subparagraph A above, provide the School with qualified support staff as needed to operate the School in an efficient manner. The support staff may, at the discretion of ASCENT, work at the School on a full or part time basis. If assigned to the School on a part time basis, the support staff may also work at other schools managed or operated by ASCENT. The School's Board shall retain the authority to reject, on a case by case basis, support staff assignments to the School, at anytime, and in its sole discretion, but does not have the authority to terminate the employment of ASCENT employees.

E. Training. ASCENT shall provide training in its methods, curriculum, program and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Charter School Law. Non-instructional personnel shall receive training as ASCENT determines reasonable and necessary under the circumstances.

F. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with ASCENT for services at the School.

G. Limitations on Discretion. All decisions made by ASCENT, and any discretion exercised by ASCENT, in its selection, evaluation, assignment, discipline, and transfer of personnel shall be consistent with the Budget, the parameters adopted and included within the Educational Program, and state and federal law.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination.

1. **By ASCENT.** ASCENT may, at its option, terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from ASCENT. A material breach includes, but is not limited to, ASCENT's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement or the School's loss or suspension of its Charter Contract.

2. **By School.** The School may terminate this Agreement prior to the end of the terms specified in Article II in the event that ASCENT shall fail to remedy a material breach within 30 days after notice from the Board. A material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay School operating costs in accordance with the terms of the Budget (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter Contract, this Agreement or law, or (iii) receipt by the Board of unsatisfactory reports from ASCENT or from an educational consultant retained by the Board about matters concerning ASCENT's performance or the performance of the School that are not adequately corrected or explained. Notwithstanding any provisions of this Agreement to the contrary, to the extent that

the obligation of the School as a Colorado public entity is contingent upon annual appropriation to support the Agreement (as provided in Article X, Section 20 of the Colorado Constitution), if the School, in its sole discretion, has passed a resolution in a Fiscal Year not to appropriate funds to support this Agreement and has provided Ascent written notice thereof, then this Agreement shall terminate as of the end of such Fiscal Year, without such nonappropriation being considered a breach of this Agreement, or resulting in any damages, costs, or fees, other than amounts properly due for the period prior to the effective date of the termination.

3. By Either Party. Either party may terminate this Agreement for any reason upon giving not less than 90 days notice to the other party.

B. Termination/Expiration.

1. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current fiscal year in which the notice of termination is issued.

2. Removal of personal property. Upon termination or expiration of this Agreement, ASCENT shall have the right to remove equipment and other assets owned or leased by ASCENT. Equipment and other assets owned by the School or leased by the School from third parties shall remain the property of the School.

3. Advances/Out-of-Pocket Expenses. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason except material breach by ASCENT, all advances or out-of-pocket expenses paid by ASCENT in accordance with the Budget shall be immediately repaid by the School unless otherwise agreed in writing by ASCENT.

C. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, ASCENT may, for a fee reasonably acceptable to ASCENT, provide the School reasonable assistance for up to 90 days to assist in the transition to another administrative or structural arrangement (although ASCENT need not provide any assistance to another management company or service provider).

ARTICLE IX

INDEMNIFICATION

A. Indemnification. To the extent permitted by applicable law, each party to this Agreement (the "Indemnifying Party") does hereby agree to indemnify and hold the other party and the Authorizer (collectively the "Indemnified Party"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the Indemnifying Party, (ii) any action taken or not taken by the Indemnifying Party, or (iii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this

subsection, "Indemnified Party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

ASCENT acknowledges that School is a Colorado government entity and is subject to the limits of liabilities and immunities provided under the Colorado Governmental Immunity Act, Article 10, Title 24, Colorado Revised Statutes, as amended, as well as other provisions of Colorado law that limit School's liabilities. Notwithstanding any other term in this Agreement, School may only indemnify ASCENT and any other party to the extent allowed by law and no provision of this Agreement shall limit School's ability to claim governmental immunity or any other limitation of liability afforded it under law.

ARTICLE X

INSURANCE

A. Insurance Coverage. Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter Contract or applicable law), with the other party listed as an additional insured. In addition, the School shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter Contract or applicable law), with ASCENT listed as an additional insured. The School shall maintain insurance on the facility and related capital items as required by the terms of its Real Estate Lease. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

A. School Warranties and Representations. The Board represents that, on behalf of and in the name of the School, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. ASCENT Warranties and Representations. ASCENT warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of

Colorado. ASCENT will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist ASCENT in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The School and ASCENT mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the School and ASCENT.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Colorado. ASCENT and the School hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either ASCENT or the School against the other.

D. Agreement in Entirety. This Agreement (including attachments) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board President and Board, are as follows:

The School:	Rob Williams 601 Corporate Circle, Suite A Golden, CO 80401 Telephone: (303) 384-1329
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with a copy to:
 Dustin Sparks
 P.O. Box 2661
 Monument, CO 80132
 Telephone: 303.727.0240

ASCENT: Ascent Classical Academies
 Attn: Derec Shuler
 601 Corporate Circle
 Golden, Colorado 80401
 Telephone: (303) 900-2297

F. Assignment. ASCENT may assign this Agreement with the prior consent of the Board.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by an authorized officer of ASCENT and the Board.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to ASCENT powers or authority of the Board which are not subject to delegation by the Board under Colorado law.

K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

L. Compliance with Charter Contract. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter Contract.

M. Multi-Year Fiscal Obligations. School-Year Fiscal Obligations agree to comply with the terms and conditions set forth in the Charter Ccal year appropriations by and at the sole option of the School's Board and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the School or an obligation of the School payable in any fiscal year beyond the fiscal year for which it appropriated funds for the payment thereof. The obligation of the School to make any payments pursuant to this Agreement shall terminate in the event School, for any reason, does not appropriate funds to make such payments during its next ensuing fiscal year. The parties acknowledge and agree that any payments by the School described in this Agreement shall constitute current expenditures of the School payable in the fiscal years for which

the School appropriates funds for the payment thereof. A failure by the School to appropriate funds to pay amounts due under the Agreement in future fiscal years is a legislative act of its Governing Board and, as such, is solely within the discretion of the School.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Date: October 17, 2017

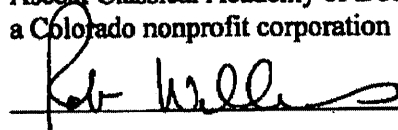
ASCENT CLASSICAL ACADEMIES
a Colorado nonprofit corporation



By: Derec C. Shuler
Its: Chairman

Date: October 17, 2017

Ascent Classical Academy of Douglas County
a Colorado nonprofit corporation



By: Rob Williams
Its: Chairman



Douglas County
Learn today. Lead tomorrow.

2018-2023

Ascent Classical Academy of Douglas County

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

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ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY

EIN: 82-3791408

**Attachment 9: Enrollment Preferences, Selection
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Attachment 11: Articles of Incorporation and Bylaws

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Section One: Introduction and Recitals

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

1.1 Reference to the Charter Schools Act.

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

1.2 Reference Submission Date for Application.

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

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

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

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

Section Two: Establishment of School

2.1 Term.

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

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

2.2 Charter School Corporate Status.

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

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

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

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

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

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

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

2.3 Charter School Legal Status.

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

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

2.4 Pre-Opening.

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

Section Three: District-School Relationship

3.1 District Rights and Responsibilities.

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

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

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

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

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

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

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

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

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

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

3.2 School Rights and Responsibilities.

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

B. Notification Provided to the District.

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

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

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

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

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

- i. Required financial reports in addition to posting financial data on-line in accordance with the Public School Financial Transparency Act, C.R.S. §22-44-301, *et seq.*
 - a) Proposed budget –4/30
 - b) Projected enrollment – 12/1
 - c) Official budget approved by Charter Board – 6/30
 - d) Quarterly financial reports – within 30 days of the close of the quarter
 - e) Annual audit and ADE Transmission Details – 10/20
- ii. School calendar for following year – 12/1
- iii. Health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, and other safety and security information – 8/1
- iv. Safe School Plan. C.R.S. § 22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in

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

v. Governance Information.

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

vi. Insurance certification – 8/15

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

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

F. Procedures for Articles of Incorporation and Bylaw

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

G. District-School Dispute Resolution Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section Four: School Governance

4.1 Governance.

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

4.2 Corporate Purpose.

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

4.3 Transparency.

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

4.4 Complaints.

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

4.5 Contracting for Core Educational Services.

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

4.6 Contracting for Operational and Administrative Services.

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

4.7 Volunteer Requirements.

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

Section Five: Operation of School and Waivers

5.1 Operational Powers.

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

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

5.2 Evaluations and Trainings.

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

5.3 Transportation.

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

5.4 Food Services.

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

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

5.5 Insurance.

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

Comprehensive general liability - \$2,000,000.
 Officers, directors and employees errors and omissions - \$1,000,000.
 Property insurance - As required by landlord.
 Motor vehicle liability (if appropriate) - \$1,000,000.
 Bonding (if appropriate).
 Minimum amounts: \$25,000.
 Maximum amounts: \$100,000.
 Workers' compensation - (as required by state law).

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

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

5.6 Waivers.

A. State Laws and Regulations

i. Automatic Waivers.

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

ii. Procedures for Non-Automatic Waiver Requests.

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

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

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

B. District Policy Waiver Requests

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

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

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

5.7 Traffic Planning

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

Section Six: School Enrollment and Demographics

6.1 School Grade Levels.

The School may serve students in Grades PK-12.

6.2 Student Demographics.

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

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

6.3 Maximum and Minimum Enrollment.

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

6.4 Eligibility for Enrollment.

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

6.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

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

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

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

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

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

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

6.7 Participation in Other District Programs.

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

6.8 Non-Resident Admissions.

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

6.9 Student Movement After October 1.

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

6.10 Expulsion and Denial of Admission.

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

6.11 Continuing Enrollment.

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

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

Section Seven: Educational Program

7.1 Vision.

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

7.2 Mission.

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

7.3 School Goals and Objectives.

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

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

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

B. District Finance, Governance, and Operations

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

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

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

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

7.4 Educational Program Characteristics.

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

7.5 GED and On-Line Programs.

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

7.6 Curriculum, Instructional Program and Pupil Performance Standards.

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

7.7 Graduation Requirements

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

7.8 Tuition and Fees.

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

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

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

7.9 English Language Learners.

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

7.10 Education of Students with Disabilities.

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

- B. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the School District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the School District's position, if reasonable, shall control. Nothing in this section shall prevent either party from electing to expend its own funds to settle a disputed special education matter. Should the District expend funds to settle a special education matter, it may also reasonably allocate such expenditure between itself and the School. If the School disputes the District's allocation, it may pursue dispute resolution pursuant to Paragraph 3.5 of this contract.
- C. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- D. The School's special education teachers may participate in monthly staff and professional development meetings sponsored by the District. Newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and may be supported by a mentor selected by the District throughout the first year of employment.

- E. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- F. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

7.11 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may participate in extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law with the District schools of charter-enrolled students seeking to participate in activities not otherwise sponsored by the School. For athletic activities, the student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such

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

7.12 Collaboration with District.

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

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

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

B. Bond and Mill Levy Funds.

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

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

Section Eight: Financial Matters

8.1 Revenues.

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

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

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

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

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

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

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

8.2 Disbursement of Per Pupil Revenue.

A. Disbursement of District Per Pupil Revenue Funding.

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

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

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

8.3 Budget.

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

8.4 Enrollment Projections.

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

8.5 TABOR Reserve.

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

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

8.6 Contracting.

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

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

8.7 Annual Audit and Trial Balance.

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

8.8 Quarterly Reporting.

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

8.9 Non-Commingling.

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

8.10 Loans.

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

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

**Section Ten: Purchased Services
Contract with the District**

10.1 Direct Costs.

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

10.2 District Services.

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

Section Nine: Personnel

9.1 Employee Status.

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

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

Section Eleven: Facilities

11.1 School Facility.

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

11.2 Use of District Facilities.

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

11.3 Impracticability of Use.

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

11.4 Long-Range Facility Needs.

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

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

12.1 Renewal Timeline and Process.

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

12.2 Renewal Application Contents.

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

12.3 Criteria for Renewal or Non-Renewal and Revocation.

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

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

provisions regarding renewal, non-renewal and revocation.

12.4 Termination and Appeal Procedures.

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

12.5 School-Initiated Closure.

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

12.6 Dissolution.

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

12.7 Return of Property.

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

Section Thirteen: General Provisions

13.1 Order of Precedence.

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

13.2 Amendments.

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

13.3 Merger.

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

discussions are merged herein and superseded by this Contract.

13.4 Non Assignment.

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

13.5 Governing Law and Enforceability.

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

13.6 No Third-Party Beneficiary.

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

13.7 No Waiver.

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

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

13.8 Notice.

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

13.9 Severability.

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

13.10 Interpretation.

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

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

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

parties shall have the same effect as original signatures.

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

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

Ascent Classical Academy of Douglas County

By: Rob Williams

Title: Chairman

Signed under protest for unilateral imposition of terms.

(P)

Attest: Jessie Hoffman
Secretary

Douglas County School District RE-1

By: Meghan Strick — 29 AUGUST 2017
President, Board of Education

Attest: Tammy Taylor 08-29-2017
Secretary



Welcome to Ascent Classical Academy of Douglas County

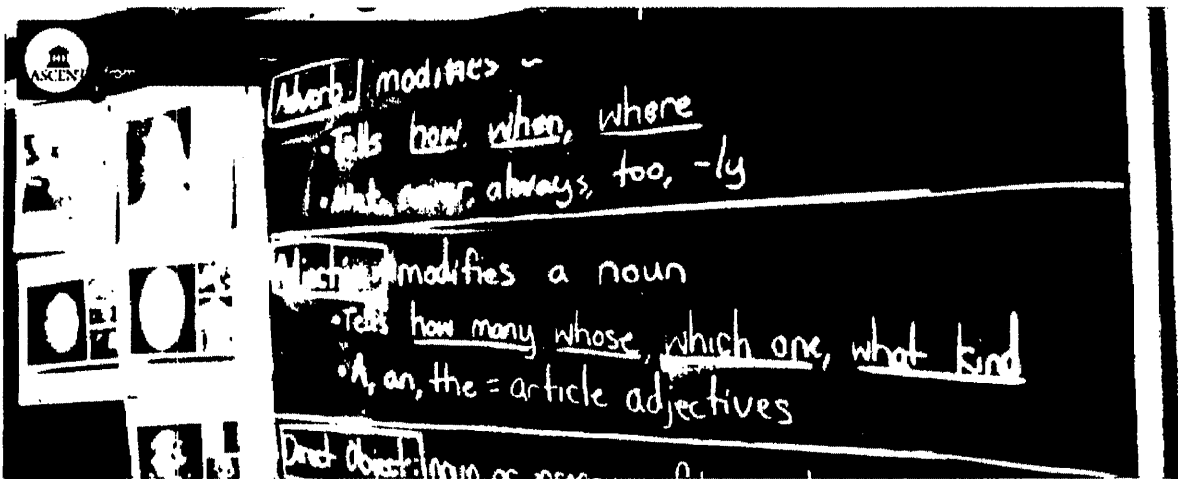
Ascent Classical Academy is offering a tuition-free K-12 classical, charter public school to families in Douglas County. The community will finally have one of the highest performing school models to help children flourish and to prepare them to be happy in life. The school will open in the Fall of 2018.

Expression of Interest

Do you support more, high performing education options in Douglas County? Expressions of Interest are confidential and non-binding, but critical to demonstrate community support for our new school.

Completing an Expression of Interest will also make your child eligible for Ascent Classical Academy's inaugural lottery, to be conducted in late November 2017.

[Complete an Expression of Interest](#)





Ascent Classical Academies



ASCENT CLASSICAL ACADEMY OF DOUGLAS COUNTY

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There are a lot of buzz words being used in education today. Among them is the phrase "critical thinking" as a "21st-Century Skill." What does that even mean and how does a classical, liberal arts education play into that? Read more at the link below. Is education once again coming back to the timeless approach of classical education?



The Critical Thinking Skills Hoax | Memoria Press - Classical Education

Modern educators love to talk about "critical thinking skills," but not one in a hundred even...

Like Comment Share

Jim Friedrich and Nicole Carr Bjorko like this.

1 Share



Ascent Classical Academies event

Please join us next Wednesday at Lone Tree Library.

Event banner featuring a photo of a man and the Ascent Classical Academy logo.

JAN 17 Parent Information Meeting Wed 6:15 PM MST - Lone Tree Library - Event Kell - Lone Tree

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We are approaching 700 Expressions of Interest for our school opening next fall! We will be running our lottery in late November and an Expression of Interest includes you in the lottery. Please share our school with your friends, family, and neighbors and encourage them to sign up for a great tuition-free education for their children.

If you are interested in Founding Family status, email us at info@ascentclassical.org. Also, check our events link for upcoming information meetings.



dougco.ascentclassical.org

Like Comment Share

Scott Miller, Julie Mithaupt Sobota, Brian Bartomy and 13 others like this.

Ascent Classical Academies event

Please join us next week! And share this event with your friends.

The object of education is to teach us to love what is beautiful. **Learn About Ascent Classical Academy** This event was canceled

- Plato The Republic

Like Comment

Timan Petersen, LynnandDavid Ashburn and Leonor Lucero like this.

Ascent Classical Academies

Why kind of education and background must young people have to prepare them for the future?

The job skills of the future aren't necessarily what you think | Classical Latin School Association

In a recent article, Education Week magazine asked ten professionals for their advice on "How to Prepare Students for Tomorrow's Jobs."

Like Comment Share

Ronda Decker Lentz and LynnandDavid Ashburn like this.

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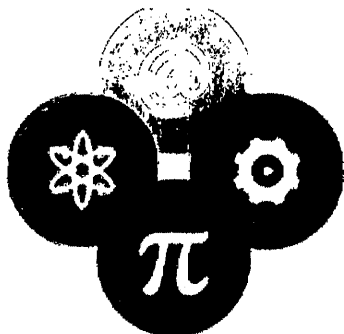
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How do classical schools offering a liberal arts approach compare in STEM rankings? The answer will surprise you.



Classical Schools Model Still Among the Best Overall and in STEM

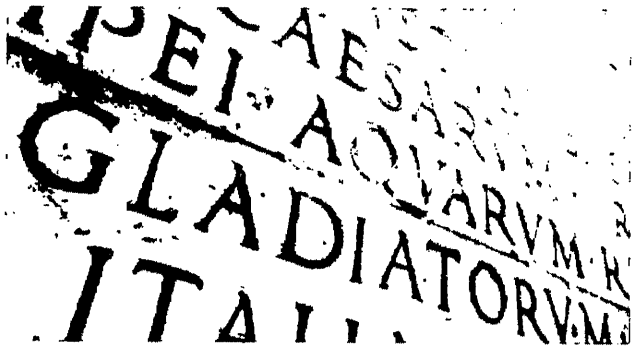
The US News and World Report recently released its 2017 rankings of the top schools in the United States and classical and liberal arts schools retain a...

Like Comment Share

Kirby Hartley, Meredith Rudolph, Sarah Boerma and 2 others like this.

Ascent Classical Academies

How does character education fit into a classical program?



Character Education as an Integral Element of Classical Education | Ascent Classical Academy - Douglas County

Character Education as an Integral Element of Classical Education by acadmin | Jan 14, 2017 | Character Education, Classical Education | The American...

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Kirby Hartley, Jessica Knowles, Sören Schwab and 4 others like this.

Ascent Classical Academies

Though summer break is quickly coming to a close, we want to repost some reading suggestions.



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Please take a moment of reflection to thank and remember those soldiers who fought and died in the service of our great nation this Memorial Day.



Liko Comment

Kelly R Watson, Hannah Ortega, Rose Fresquez and 5 others like this.

Ascent Classical Academies

Our team is visiting the top rated public school in the country today. BASIS Scottsdale



Liko Comment

Ronda Decker Lentz, Leonor Lucero, Kaylyn Paskowy and 3 others like this.

Ascent Classical Academies

We are honored to be sponsors for the ACE Scholarships luncheon today. The keynote speaker, Carly Fiorina, is talking about the importance of school choice in unlocking the potential of young people, character and virtue, and developing leaders in our society.



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Schedule B. Schools, Colleges, and Universities

If you operate a school as an activity, complete Schedule B

Section I Operational Information

- 1a Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B. Yes No
- b Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B. Yes No
- 2a Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. Yes No
- b Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B. Yes No
- 3 In what public school district, county, and state are you located?
- 4 Were you formed or substantially expanded at the time of public school desegregation in the above school district or county? Yes No
- 5 Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. Yes No
- 6 Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. Yes No
- 7 Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. Yes No

Note. Make sure your answer is consistent with the information provided in Part VIII, line 7a.

- 8 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No

Note. Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

Section II Establishment of Racially Nondiscriminatory Policy

Information required by Revenue Procedure 75-50.

- 1 Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557. Yes No
- 2 Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? Yes No
 - a If "Yes," attach a representative sample of each document.
 - b If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.
- 3 Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain. Yes No
- 4 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully. Yes No

Schedule B. Schools, Colleges, and Universities (Continued)

- 5 Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.
If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total						

- 6 In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total								

- 7a Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

- b Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain. Yes No

- 8 Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.) Yes No