

Lake George Charter School

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CONTRACT
July 1, 2016-June 30, 2021

LAKE GEORGE CHARTER SCHOOL CONTRACT

1. **PARTIES:** The parties to this Contract are PARK COUNTY SCHOOL DISTRICT RE-2 (District) and LAKE GEORGE CHARTER SCHOOL (Charter School), a Colorado non-profit corporation.

2. **RECITALS AND PURPOSE:** The Colorado General Assembly has enacted the Charter Schools Act (Act), Section 22-30.5-101, and following, Colorado Revised Statutes, for certain purposes as enumerated in Section 22-30.5-102(2) and (3). On May 8, 1995, an Application, was submitted by the Organization Board of Directors of Lake George/Guffey Charter School for the formation of the Charter School as a charter school to operate within the District. In 1999 Lake George and Guffey effectively split each forming their own charter school. The District's Board of Education (Board) has determined that the Application submitted to the District for the formation of the Charter School as a charter school complies with the purposes and requirements of the Act. By Resolution adopted June 21, 1995, the Board conditionally granted the Application contingent upon the negotiation and execution of a contract acceptable to the Charter School and the Board and subject to certain other conditions. The Charter School seeks certain waivers from and clarification of Board policy and/or state law. The District has the authority to waive only those Board-approved policies and/or regulations to the extent permitted by law. The authority of the State Board of Education to provide waivers from requirements of the state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes. Accordingly, in consideration of the mutual promises set forth in this contract, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

3. **MISSION STATEMENT:** The Charter School's mission statement will be updated and distributed annually. (Attachment A-2.)

4. **GOALS, OBJECTIVES, AND PUPIL PERFORMANCE STANDARDS:** The following goals and objectives of the Charter School are hereby accepted by the District and subject to the conditions set forth below:
 - 4.1 **STUDENT ATTENDANCE, CONDUCT, AND DISCIPLINE:** The Charter School agrees that it shall establish its own school year calendar and develop its own discipline and dress code policies. The Charter School's procedures shall provide that appeal in student discipline cases shall be to the Board of Directors of the Charter School rather than to the District's Board of Education.
 - a. Attendance of students at the Charter School shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and non-excused absences.

 - b. The Charter School may adopt its own code of conduct for students and shall be granted a waiver from corresponding District policies as long as the developed codes, policies, and procedures regarding student conduct and students discipline are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by Colorado laws for suspending, expelling, or denying admission to a student. (Attachment H-2, H-a, & H-b.)

4.2 STUDENT WELFARE AND SAFETY: The Charter School shall comply with all Board-approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety, and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

4.3 ACADEMICALLY LOW ACHIEVING STUDENTS: The Charter School shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serve their needs. Education of students with disabilities is addressed in paragraph 7.6 of this Contract.

5. EVIDENCE OF COMMUNITY SUPPORT: Community support for the Charter School is evidenced by the volunteer hours recorded each year as well as attendance at Parent/Teacher Conferences and community events at the school throughout the year. In addition community support shall be measured annually by a parent-survey conducted by the Charter School and such results shall be provided to the District's Superintendent within 30 days of presentation to the Charter School's Board. Such survey results shall also be included in determining community support.

6. STATEMENT OF NEED: The Board has determined that the "Statement of Need" set forth as Attachment B, sufficiently establishes a need for an additional educational choice within the District and that the proposed Charter School program would serve that need in a manner which is in the best interests of the school community.

7. EDUCATIONAL PROGRAM, PUPIL PERFORMANCE STANDARDS AND CURRICULUM:

7.1 CURRICULUM: The District agrees to the implementation by the Charter School of its instructional programs.

a. The Charter School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner, which is consistent with state law, including, without limitation, requirements regarding content standards, and which will increase learning opportunities and provide diverse approaches to learning, thus providing parents with expanded choices in the types of educational opportunities available within the District.

b. The educational program, pupil performance standards and curriculum designed and implemented by the Charter School shall meet or exceed any content standards adopted by the District and shall be designed to enable each pupil to achieve such standards. The Charter School will follow the State of Colorado requirements for assessment. (Attachment K.)

c. The Charter School agrees to comply with all Colorado law requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in the areas of state and federal history and civil government, Section 22-1-104, Colorado Revised Statutes; honor and use of the United States Flag, Section 22-1-106, Colorado Revised Statutes; the federal constitution, Section 22-1-108, Colorado Revised Statutes; and the effect of use of alcohol, marijuana, and controlled substances, Section 22-1-110, Colorado Revised Statutes.

d. The Charter School has established a process for resolving public complaints regarding curriculum, which will provide an opportunity to be heard. The Charter School's Board of Directors rather than the District's Board shall hear the final administrative appeal. This appeal process has been adopted by the Charter School's Board of Directors and a copy furnished to the District.

7.2 RECORDS:

a. The Charter School agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the State Board and/or federal or state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the State Board and Colorado Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and standardized test results, and documentation required under federal and state law regarding the education of students with disabilities as well as residence records of students.

b. The Charter School shall comply with all Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Colorado Open Records Law, Section 24-72-204, and following, Colorado Revised Statutes, and the Family Education Rights and Privacy Act of 1974, 20 United States Code 1232g, also the HIPPA (Health Insurance Portability & Accountability) Act of 1996.

7.3 NON-RELIGIOUS, NON-SECTARIAN STATUS: The educational program of the Charter School shall be non-religious, non-sectarian and shall not discriminate against any student on the basis of race, creed, color, sex, national origin, religion, ancestry, disability or need for special education services.

7.4 OPEN ENROLLMENT: The Charter School is the local elementary school for pre-kindergarten through Grade 8 for residents of the District in Region Y (as shown in the attached Exhibit Y). Enrollment in the Charter School, shall be governed by the Lake George Enrollment Policy dated June 7, 2004, a copy of which is attached to this contract as Attachment D, and the state Public Schools of Choice law C.R.S. 22-36-101.

7.5 ADMISSIONS: Admission of students to the Charter School will be determined by the Enrollment Policy, Attachment D, and the state Public Schools of Choice law C.R.S. 22-36-101.

7.6 EDUCATION OF STUDENTS WITH DISABILITIES: The Charter School agrees to comply with all Board-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities. The Charter School will cooperate with the District and the Mountain Board of Cooperative Education Services in educating these students. With the exception of 0-3 Child Find students as set forth below, students with disabilities who are residents of the District in Region Y (as shown in the attached Exhibit Y) shall be enrolled in the Charter School subject only to the student's least restrictive environment placement decision by the IEP Team. The costs of services for resident students with disabilities, including but not limited to evaluations and programming, shall be borne by the Charter School. Students with disabilities who are not residents of the District may be accepted as students subject

to the provisions of the Public Schools of Choice Act, 22-36-101(3)(b), C.R.S., and, if so enrolled, the student requires more services than current staffing allows, will be served by the current Charter School funding or via a process of negotiation on an individual student-by-student basis between the school district in which the student resides, the District Superintendent, and the Charter School Administrator. The Mountain Board of Cooperative Educational Services or other agencies may be involved in service delivery at the Charter School; however, payment for such services will be assumed by the Charter School.

All 0-3 Child Find students shall be the District's responsibility through its Fairplay campus. All funds for 0-3 Child Find students shall remain with the District for operations, including but not limited to, evaluations and programming at the Fairplay campus.

7.7 TUTION: Tuition shall not be charged students who attend the Charter School, other than for before and after school programs administered by the Charter School and the preschool program.

7.8 NON-ACADEMIC ACTIVITIES: The Charter School students may participate in non-academic activities at other schools in the District, provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, the Charter School student shall be responsible for payment of the fee. The Charter School or parents of Charter School students shall provide transportation to these events or activities. The Winter Activities program, if offered in the District, is offered to the Charter School and will be operated in a manner that makes it self-sustaining and self-funding.

8. EVALUATION OF PUPIL PERFORMANCE AND PROCEDURES FOR CORRECTIVE ACTION: The Board approves the Charter School's methods for evaluating pupil performance and procedures for corrective action set forth on revised Attachment H-2 which sets forth the criteria for pupil performance, as amended below, and subject to the conditions below and otherwise in this contract:

8.1 SUSPENSION/EXPULSION OF STUDENTS: See Attachments H-a and H-b.

9. ECONOMIC PLAN: The Charter School's 2013-14 Budget is accepted by the Board subject to the following conditions:

9.1 FUNDING:

a. The District shall fund the Charter School based on funded pupil count from the October count day of the previous year, in line with District procedures. Funding shall be in the amount of 100% of the full funding of the District. Full funding is defined as local property taxes, state equalization, and specific ownership taxes. Quarterly distributions of funds will be made by the District to the Charter School in July, October, January, and April. In addition, the District will retain an auditor who shall also perform audit services for the Charter School which will pay the District for its proportionate share of the costs and expenses of such audit services.

b. It is the intent of the Board that the Charter School receive a proportionate share of funding provided by federal and state governments, if applicable, for special education (with the exception of the 0-3 Child Find funds retained by the District for its Fairplay campus operations as set forth in Paragraph 7.6 above), gifted and talented students, child

nutrition programs, programs for at-risk students, preschool programs, federal and state grant sources, 100% of Small Attendance Center funds, Forest Reserve funds-if awarded to the District, PILT (Payment in Lieu of Taxes) if awarded to the District, and any and all funding sources pertaining to the Charter School, to the extent of the applicable law, and fulfills the reporting requirements under such grants. If the District should choose not to apply for state and federal aid and/or other grants moneys available to the District and the Charter School combined, then the Charter School may apply for those moneys on its own. The proportionate share of state and federal resources generated by Charter School students with disabilities, or the staff serving them, shall be paid to the Charter School. A proportionate share of moneys generated under federal or state categorical aid programs shall be credited to the Charter School for each Charter School student identified as Special Needs or Gifted and Talented, and eligible for such aid. Credit of such federal and state resources or categorical aid shall be contingent upon demonstration by the Charter School that it is in compliance with federal and state statutes and regulations regarding entitlement to such reimbursement, which demonstration shall be sufficient to permit the District to claim reimbursement on its end-of-year report to federal and state agencies. Prior to receipt of such funds, the Charter School shall provide to the District written assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for special education and categorical aid. The Charter School shall provide the District with data necessary to complete such claims, including, without limitation, evidence that special education services provided meet educational, certification or licensing requirements of state law and documentation of the nature and duration of services provided for each student with disabilities by such service providers. The Charter School will reimburse the District for administrative costs passed on by Mountain BOCES, these costs will be on a per pupil basis. The Charter School will also pay a portion of the District's Special Needs Secretary salary, on a per pupil basis. Per pupil costs for Alpine testing will be paid by the Charter school.

c. If the Charter School does not expend its entire budget, the fund balance from the previous year will be carried forward to the Charter School's budget for its next fiscal year.

d. The parties agree that a specified minimum amount per pupil will be set aside annually by the Charter School for capital reserve expenditures as required by Colorado statutes. That specified amount will be determined by taking the per pupil allotment for self-insurance and capital reserve and subtracting the amount expended by the District on a per pupil basis for self-insurance. The Charter School will annually set aside at least, \$100 per student in capital reserve per the BEST (Building Excellent Schools Today) Grant.

e. The Charter School and the District agree that the Charter School shall pay a share of the direct costs incurred by the District for administrative costs related to the use of the District's Superintendent time, finance department support, and other administrative tasks as set forth in Exhibit X. If the Charter School desires to participate in the Medicaid billing process for students who qualify and uses the District's services for such reimbursement process, the Charter School will be responsible to reimburse the District for its portion of costs for the administrative costs for such reporting. Except as is set forth in Exhibit X or elsewhere in this Contract and any subsequent written agreement between the Charter School and the District, or as may be required by law, the Charter School will not be entitled to the use of or access to District services, supplies, or facilities, including nursing services, and normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and

subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be signed by June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

f. The Charter School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

g. The Charter School shall also pay its portion of the BOCES costs for special education services and special education administrative costs, including the cost of the special education administrative secretary, based on the October 1 count. In the alternative, the Charter School may contract with another BOCES or directly with a provider for audiology, vision and hearing impaired, and/or other related services. In that event, the Charter School shall still be responsible for paying its portion of the special education administrative costs the BOCES as the administrative unit for the District.

9.2 BUDGET:

a. The per-pupil funding to be provided by the District shall be in accordance with subparagraph 9.1 above.

b. The Charter School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services related to operations.

c. The Charter School shall be directly responsible for and bear its own legal expenses and costs associated with the operation, continuation and/or termination of the charter school, including but not limited to, the negotiation, preparation, and drafting of this Contract, its annual budgets, and any building lease, teacher and other employee contracts, Administrator's contract, other contracts, its policies, and waivers of District and State Board policies; other legal issues which are unique to charter schools; breach of contract, implied contract, quasi-contract, promissory estoppel or other similar actions defended or prosecuted by the Charter School, actions by or against the District with respect to appeals to the State Board of Education; actions by or against the Charter School's employees, except as otherwise provided herein; and any other legal costs and expenses not expressly provided by the District as stated herein. In matters of school law, the Charter School will use attorneys who are experienced in that field. The insurance company providing coverage for a specific claim will assign legal representation. (Attachment L)

d. On or before June 1 of each year, the Charter School shall submit to the Board for its review, the Charter School's proposed budget for the upcoming school year.

9.3 SITE: The Charter School will use any and all of the existing facilities at Lake George Charter School and all the contents in and around this school. No supplies, materials, or equipment may be removed by the District or its employees from that school while this contract remains in effect without the consent of the Charter School Board. While under this Contract, all buildings, equipment and supplies at Lake George Charter School will be used solely by the Charter School. The Charter School will lease the facilities from the District at no cost to the Charter School.

a. The lease signed by the Charter School will be the sole responsibility of the Charter School. The Charter School will indemnify the District and hold the District harmless from all liability, claims, and demands of any kind whatsoever which could arise out of or are in any manner connected to the Charter School's location or operations.

b. The Charter School will conform to Section 22-32-124, Colorado Revised Statutes, which requires that its facilities conform to the standards of the Division of Labor. The Charter School will not operate a school in any location, which has not been approved by the Colorado Division of Labor.

c. When the Charter School is utilizing the District's Lake George school facilities, the District will provide to the Charter School the same property insurance coverage that all school locations have. The Charter School will be responsible for payment of their portion of the insurance costs. The Charter School hereby releases the District from any and all liability as it relates to the property and any and all actions of the Charter School, its agents, directors, officers, employees, and assigns, whether or not such liability is covered or not by the Charter School's insurance. To the extent permitted by law, the Charter School further agrees to indemnify and defend the District for any and all actions, causes of action, damages, liability, and claims, including reasonable attorneys' fees therefor, regarding the property and activities thereon.

d. Nothing in this Agreement, including utilization of the same property insurance coverage, shall be construed as a contractual waiver of any immunities or defenses provide by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.

e. The Charter School will replace any lost, damaged, or stolen property belonging to the District. Any materials or equipment purchased by the Charter School shall be clearly labeled.

f. The Charter School shall provide an annual facilities report to the District on or before June 30 each year. The facilities report shall include information regarding the Charter School's required responsibilities as set forth in Paragraph 1 of its Lease agreement with the District.

9.4 FINANCIAL RECORDS AND ANNUAL AUDIT: The Charter School agrees to establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and District laws, rules, and regulations and procedures.

10. GOVERNANCE AND OPERATION: The parties recognize and acknowledge that pursuant to Section 22-305-104(1) and (2), the Charter School is a public, non-sectarian, non-religious, non-home-based school which operates within and is a part of the District and which is accountable to the District's Board of Education for the purposes of ensuring compliance with applicable provisions of this Contract and the requirement of Section 15 of Article IX of the Colorado Constitution.

10.1 CORPORATE STATUS: The Charter School will function under its own non-profit status as the Lake George Charter School, a Colorado non-profit corporation. If the Charter School should face dissolution, voluntary or otherwise, assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of the Charter School shall be returned to the District. Unless a donor or grantor specifically provides otherwise, all gifts, donations, and grants are assumed to be the Charter School and shall be included among the assets returned to the District upon dissolution.

10.2 CONFLICTS OF INTEREST: Members of the Board of Directors of the Charter School shall comply with Colorado law, District policies, and Charter School policies and regulations regarding Charter School Board member ethics and conflict of interest. The Charter School has

furnished the District with copies of its policies and regulations and agrees to furnish the District with any amendments to such policies and regulations within 48 hours of their adoption.

10.3 NON-RELIGIOUS AND NON-SECTARIAN STATUS: The Charter School shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion or ancestry.

10.4 ACCOUNTABILITY: The Charter School agrees to encourage participation in the District Accountability process. All records established and maintained in accordance with the provisions of this Contract and federal and state law shall be open to inspection by the District.

10.5 OPEN MEETINGS LAW: The Charter School agrees that it is subject to the provisions of the Colorado Sunshine Law, Section 24-6-401, and following, Colorado Revised Statutes, and that it will comply with the provisions of such law in connection with all of its activities, including the posting of an agenda 24 hours prior to the meeting of its Board. The Charter School shall notify the District by fax at least 24 hours in advance of the dates, times and locations of all Charter School Board meetings. These meetings shall be open and accessible to all citizens of the County and School District.

10.6 INDIGENT STUDENTS: The Charter School shall waive all fees for indigent students. The Charter School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the Charter School shall include notification of the policy of waiver of fees for indigent students.

10.7 OPERATIONAL POWERS: Subject to the conditions and provisions of this Contract, The Charter School shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Charter School consistent with law.

a. The Charter School shall have authority to exercise independently, consistent with federal and state law, the following powers (including such other powers as are provided for elsewhere in this Contract): Contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; and retain fees collected from students in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract, other than lunch fees and Winter Activities fees, if the Charter School is participating in the District's Winter Activities program. (Attachment M)

b. The Charter School shall comply with applicable provisions of Article X, Section 20, of the Colorado Constitution. The Charter School shall not enter into any agreement or contract that gives rise to a multiple-year direct or indirect debt or other financial obligation whatsoever on the part of the Charter School without the prior express written consent of the District.

c. In exercising its powers, the Charter School shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operational and educational program upon request by the District.

d. The Charter School shall clearly indicate to vendors and entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

10.8 BIDDING REQUIREMENTS: Unless purchased from or through the District, contractual services shall be procured through a system of competitive bidding, as required by Charter School policy and applicable Colorado law.

10.9 PERIODIC REVIEW OF FINANCIAL, ENROLLMENT AND PROGRAM DEVELOPMENT STATUS: The Charter School shall be subject to a review of its operations and finances by the District as of June 10 of each year. The Charter School shall meet all obligations for reporting data to the District according to the law.

10.10 TERM: It is the intent of the Board of Education of the District that the Charter School and this Contract shall be effective as of July 1, 2016 for a period of five years (2016-2021), and shall terminate on June 30, 2021. Although this Contract is for operation of the Charter School as a charter school in the District for a period of five years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriations by the Board. This Contract supersedes and replaces in all respects the certain Charter School contract between the two parties dated July 1, 2014.

10.11 TERMINATION: This Contract may be terminated, and the Charter revoked by the Board, for any of the grounds provided by state law, and/or for any material breach of this Contract, upon 30 days' advance notice being given to the Charter School. In the event of a material breach of this Contract, the District shall provide the Charter School written notice of such breach prior to issuing written notice of termination. If the Charter School fails to cure the breach within 14 days of receipt of such notice, the District may, at any time thereafter, provide written notice of termination. Should the Charter School choose to terminate this Contract and revoke its Charter before the end of the Contract term, it may do so with the Board's approval, at any time, upon 30 days' advance written notice. In the event of termination, all assets not requiring return or transfer to donor or grantors or required for discharge of existing liabilities and operations of the Charter School shall be returned to the District. Unless a donor or grantor specifically provides otherwise in writing, all gifts, donations, and grants shall be assumed to be made to the Charter School and shall be included among the assets returned to the District upon termination of the Contract. All references to "days" in this Contract are to calendar days.

10.12 DISSOLUTION: In the event the Charter School should cease operations for whatever reason, including the non-renewal or revocation of its Charter, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this contract. The District's authority thereunder shall include, but not be limited to, the return and/or disposition of

any assets acquired by purchase or donation by the Charter School during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of the Charter School shall be returned to the District.

11. EMPLOYMENT MATTERS: The parties agree that teachers and other staff employed at the Charter School are employees of the Charter School. The Charter School is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its employees.

11.1 HIRING OF PERSONNEL: Personnel may be selected by the Charter School subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks. The Charter School shall not place an employee under the direct supervision of, nor shall an employee be evaluated by a member of, the employee's immediate family. The Board of Directors of the Charter School may terminate the employment of any personnel so long as such employees are not terminated for legally impermissible reasons. (Attachment I)

11.2 EMPLOYEE COMPENSATION, EVALUATION AND DISCIPLINE: The Board of Directors of the Charter School shall be independently responsible for the supervision and evaluation of the teaching staff within the Charter School, as prescribed by the Application. The Charter School shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. The Charter School will furnish the District with copies of such policies after their adoption. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the Board of Directors of the Charter School and not the District Board. (Attachment C, C-2 and C-3.)

To the extent that such policies are inconsistent with the District's policies, the Charter School will request the waiver of such policies and the District will consider such requests. The Charter School shall notify the District and other appropriate authorities, in accordance with state law, of discipline of the Charter School employees arising from misconduct that brings direct harm to students or others, or from violations of law or policy.

11.3 PAYROLL: Employee shall be paid through the payroll department of the Charter School using its procedures for recording employee work hours, overtime, absences, leaves, vacation, and other adjustments, as supplemented or modified by written agreement between parties.

11.4 BENEFITS: The Charter School will purchase on behalf of its' full-time employees coverage under health, dental and vision insurance.

11.5 PERA MEMBERSHIP: All Charter School employees shall be members of the Public Employees Retirement Association (PERA) and subject to its requirements. The Charter School shall be responsible for the Charter School's share of contributions.

11.6 EQUAL OPPORTUNITY EMPLOYER: The Charter School affirms that it shall not

discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

11.7 EMPLOYEE WELFARE AND SAFETY: The Charter School shall comply with all Board-approved policies, and applicable federal and state laws, concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug-free workplace.

11.8 EMPLOYEE RECORDS: The Charter School shall be responsible for establishing and maintaining personnel records for its employees in compliance with federal and state laws, concerning the maintenance, retention and disclosure of employee records, including, without limitation, the requirements of the Colorado Sunshine Law, Section 24-72-204, and following, Colorado Revised Statutes.

11.9 EMPLOYEE CONFLICTS OF INTEREST: All the Charter School employees shall comply with the Board's policies and regulations, and applicable state law, concerning staff conduct and staff conflicts of interest.

12. LEGAL LIABILITY AND INSURANCE COVERAGE:

12.1 LAWSUITS AND LEGAL PROCEEDINGS: The Charter School agrees that it will notify the District's business office of any and all claims, demands, and suits against the Charter School, regardless of whether the District is named as a party or co-defendant in such proceedings. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the District in the defense of any claims. The Charter School shall neither compromise, settle, negotiate, nor otherwise effect any disposition of potential claims asserted against it and the District without the District's prior written approval.

12.2 LEGAL LIABILITY: The Charter School shall operate in compliance with all Board-approved policies and regulations and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived or unless such waiver is obtained from the proper authority. The Charter School will be responsible for all legal fees incurred by the Charter School and by the District on behalf of the Charter School.

12.3 WAIVER: The Charter School has initially adopted the District's policies, with the intention to be able to change/add or delete policies as needed by the Charter School. If the Charter School seeks a waiver of state laws, or where the Charter School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board of Education, if the District's Board first approves the request.

12.4 FAITH AND CREDIT: The Charter School agrees that it will not extend the faith and credit of the District to any third person or entity. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the Charter School's authority to contract is limited by the same provisions in law or Board policy that apply to the District itself. The Charter School also is limited in its authority to contract by the amount of funds obtained from the District, as provided hereunder, or from other independent sources. The

Charter School's Board of Directors shall hereby be delegated the authority to approve contracts to which the Charter School is a party, subject to the requirements and limitations of the Colorado constitution, state law, and the provisions of this contract.

12.5 INDEMNIFICATION: To the extent not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, the Charter School agrees to indemnify and hold the District, its Board of Education, agents, and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations, including reasonable attorney's fees. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

13. TRANSPORTATION: The District and Charter School acknowledge and agree that no transportation for students attending Lake George Charter School will be provided. If future expansion of busing occurs under the Charter, the Charter School will furnish such busing. The Charter School will purchase and insure their own vehicles for their transportation needs. In the event that the Charter School uses a District vehicle, the Charter School will be responsible for their portion of insurance for any vehicle from the District, used by the Charter School. Vehicles on loan to the Charter School from the District shall have a written agreement pertaining to its use.

14. ADMISSIONS PROCESS: The Charter School has adopted the Admissions Process set forth by Enrollment Policy, Attachment D, and the state Public Schools of Choice law C.R.S. 22-36-101.

15. COMMUNICATIONS: The parties agree that close and frequent communications between the District and the Charter School are essential to a positive relationship between the District and the Charter School and the success of the Charter School. Accordingly, unless otherwise agreed upon by the parties in writing, the parties agree that the written and verbal communications between the parties shall be between the District's Superintendent and the Charter School's Administrator or between the President of the Charter School's Board of Directors and the President of the District's Board of Education via the District's Superintendent.

16. MISCELLANEOUS PROVISIONS:

16.1 ENTIRE AGREEMENT: This Contract, with its Attachments, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this contract. If there are any conflicts between this Contract and its exhibits, this Contract shall govern. This Contract and all attachments to it are subject to an annual review by representatives from the District and the Charter School.

16.2 AMENDMENT: This Contract may only be modified or amended by further written agreement executed by the parties hereto.

16.3 NOTICES: Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the Charter School Administrator for notice to the Charter School, or to the District Superintendent for notice to the District, at their respective addresses set forth below.

16.4 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 covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

16.5 DISPUTE RESOLUTION: In the event any dispute arises between the District and the Charter School concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, or either party's performance of this Contract, such dispute shall first be submitted to the District's Superintendent for review. If such dispute remains unresolved 12 school days after it has been submitted to the superintendent, then at the request of the District or Charter School, representatives of the District and the Charter School shall meet and attempt in good faith to resolve the dispute informally. If the parties' representatives fail to resolve the dispute, either party may request that the dispute be submitted to mediation in an effort to induce the parties to reach a resolution of the dispute. Any costs associated with the mediation shall be shared equally by the District and the Charter School. The results of the mediation shall be submitted to the District's Board for its consideration. The decision of the District's Board shall be final; provided, however, the Charter School may appeal to the State Board of Education concerning those matters within the jurisdiction of the State Board of Education under the Act.

16.6 APPLICABLE LAW: The parties intend that where this Contract references federal or state law, that they be bound by any amendment to such laws, upon the effective date of such amendments.

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

16.8 ADDITIONAL DOCUMENTS OR ACTION: The parties agree to execute any additional documents and to take any additional action necessary to carry out this Contract.

17. DATED: Feb. 16, 2017.