

CHARTER SCHOOL CONTRACT FOR
GUFFEY COMMUNITY CHARTER SCHOOL

This Renewal Contract is made and entered into between Park County School District RE-2 (“the District”) and the Guffey Community Charter School (“the School”).

RECITALS

WHEREAS, on August 1, 1999 the District and the School entered into a four-year Charter School Contract establishing the School as a Charter School and permitting it to operate within the District pursuant to the Charter Schools Act, C.R.S. § 22-30.5-101 et seq. (“the Act”); and

WHEREAS, in July, 2003 the District's Board of Education (“the District Board”) renewed the Contract for a period of four years, ending July 2007, and in 2007 it renewed the contract for an additional four years, ending July 2011, and in July, 2011 the contract was renewed for an additional five years ending July, 2016 and extended to July, 2017; and

WHEREAS, the District Board received an Application for Renewal of Charter, dated September, 2015, (“Renewal Letter”) for the School and now desires to renew the Contract again for a period of five (5) years, commencing July 1, 2017, and ending June 30, 2022;

NOW, THERFORE, in consideration of the foregoing and of the terms and conditions set forth below, the parties agree as follows:

1. **MISSION STATEMENT.** The School’s mission statement is: “Students will have a life-long excitement for learning and be prepared academically, personally, socially and intellectually to achieve their personal goals and contribute actively to the betterment of their community.”
2. **GOALS, OBJECTIVES AND PUPIL PERFORMANCE STANDARDS.** The following goals and objectives of the School are hereby accepted by the District and subject to the conditions set forth below:
 - 2.1. **Student Attendance, Conduct and Discipline.** The School agrees that it shall establish its own school year calendar and develop its own discipline and dress code policies. The School’s procedures shall provide that appeal in student discipline cases shall be to the Board of Directors of the School (“the Charter Board”) or its designee rather than to the District Board; provided, however, that the School may forward a recommendation to the District for expulsion of a student from all District schools when the School expels a student from its School.
 - 2.1.1. Attendance of students at the School shall be in compliance with Colorado’s compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and non-excused absences.
 - 2.1.2. The 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 student 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.

- 2.2. Student Welfare and Safety. The School shall comply with all applicable federal and state laws concerning student welfare, safety and health, including, without limitation, laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.
- 2.3. Academically Low Achieving Students. The School shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs. Education of students with disabilities is addressed in paragraph 4.6 of this Contract.
3. EVIDENCE OF COMMUNITY SUPPORT. The District Board finds that sufficient community support for the continued operation of the School exists, as evidenced by:
 1. Stable enrollment
 2. Community support
 3. Local business partnerships
4. EDUCATIONAL PROGRAM, PUPIL PERFORMANCE STANDARDS AND CURRICULUM.
 - 4.1. Curriculum. The District agrees to the implementation by the School of its instructional programs.
 - 4.1.1. The School shall have the authority and responsibility of designing and implementing its education program, subject to the conditions of this Contract, in a manner which is consistent with state law, including, without limitation, requirements regarding content standards.
 - 4.1.2. The educational program, pupil performance standards and curriculum designed and implemented by the 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 School will follow the State of Colorado requirements for assessment in content standards areas.
 - 4.1.3. The School agrees to comply with all Colorado law requirements concerning subjects of instruction, unless specifically waived by the State Board of Education (“the State Board”), 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 and controlled substances, Section 22-1-110, Colorado Revised Statutes.
 - 4.1.4. The District Board agrees to waive the requirement that curriculum and instructional materials be approved by the District Board prior to

implementation, provided that such curriculum and materials meet or exceed content standards adopted by the District.

4.1.5. The School has established a process for resolving public complaints regarding curriculum, which provide an opportunity to be heard. The final administrative appeal shall be heard by the Charter Board rather than the District Board. This appeal process has been adopted by the Charter Board and a current copy is posted on the school's website.

4.2. Records

4.2.1. The School agrees to comply with all record keeping requirements of the District 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.

4.2.2. The School shall comply with all District 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.

4.3. Non-Religious, Non-Sectarian Status. The educational program of the School shall be non-religious, non-sectarian and shall not discriminate against any student on the basis of race, creed, color, sex, sexual preference, gender identity, national origin, religion, ancestry, disability, need for special education services, or other protected class basis.

4.4. Open Enrollment. Enrollment in the School will follow all applicable state laws and regulations. The school's facility accommodates up to 45 students.

4.5. Admissions. Admission of students to the School will be determined by the State Public Schools of Choice Act, C.R.S. 22-36-101.

4.6. Education of Students with Disabilities. The School agrees to comply with the requirements of federal and state law concerning the education of children with disabilities. The School will cooperate with the District and the Mountain Board of Cooperative Education Services in the education of these students. Students with disabilities who are not residents of the District and who require more services than current staffing allows will be served by the current School funding or via a process of negotiation on an individual student-by-student basis between the school district in which the student resides and the School Administrator. The Pikes Peak or Mountain Board of Cooperative Educational Services or other agencies may be involved in service delivery at the School; however, payment for such services will be assumed by the School. In accordance with the Colorado Open Enrollment Law, the School may choose to not enroll students with disabilities if the School is not in a position to serve the needs of the child. If the School does enroll a student from

another district, it will be responsible for the planning and financial obligations of serving that student. The cost of those services will be the responsibility of the School.

- 4.7. Tuition. Tuition shall not be charged to students who attend the School, other than for before and after school programs administered by the School, and for the preschool program.
- 4.8. Non-Academic Activities. The School's 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 School student shall be responsible for payment of the fee. Parents of School students may provide transportation to these events or activities if properly insured, or the School may provide transportation.
5. EVALUATION OF PUPIL PERFORMANCE AND PROCEDURES FOR CORRECTIVE ACTION. The District Board approves the School's methods for evaluating pupil performance and procedures for corrective action set forth in current school policy, and subject to the conditions below and otherwise in this Contract:
 - 5.1. Suspension/Expulsion of Students. Suspension or expulsion of students from the academic program shall be in accordance with section 2.1, above.
6. ECONOMIC PLAN. The School's Budget is accepted by the District Board subject to the following conditions:
 - 6.1. Funding.
 - 6.1.1. The District shall fund the School based on the funded pupil count of the October count day of the current year, in line with the District procedures. Funding shall be in the amount of 100% of the full funding of the School at the October count day. Funding shall be in accordance with applicable state statutes, specifically including Sec. 22-30.5-112 C.R.S., as such statutes may be amended from time to time. Quarterly distributions of funds will be made by the District to the School on or before the 20th of the month in July, October, January, and April. The School shall receive its proportional share of Small Attendance Center funding and its share of any additional state or federal funding that is allocated to the District and based on student enrollment numbers or specifically intended to follow the child. In addition, the School will provide its own insurance and annual audit services.
 - 6.1.2. The School shall receive a proportionate share of funding provided by federal and state government for special education, gifted and talented students, child nutrition programs, programs for at-risk students, preschool programs, and other federal and state grant sources, to the extent of the applicable law, and provided the School provides the program and fulfills the reporting requirements under such grants. If the District should choose not to apply for state and federal aid and/or other grant moneys available to the District and the School combined, then the School may apply for those moneys on its own. The proportionate share of state and federal resources generated by School students with disabilities, or the staff serving them, shall

be paid to the School. A proportionate share of moneys generated under federal or state categorical aid programs, including, but not limited to, transportation, shall be credited to the School for each School student eligible for such aid. Credit of such federal and state resources or categorical aid shall be contingent upon demonstration by the 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 School shall provide the District written assurances that it will comply with the various federal statutes, which assurances are required of recipients of federal funds for special education and categorical aid. The 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.

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

6.1.4. The School's ending funding balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("Tabor Reserve"). The District shall credit the School's ending fund balance in each fiscal year to the per pupil portion of the District's TABOR Reserve represented by the School's funded enrollment based on the prior year's October membership. The School shall be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases.

6.2. Budget.

6.2.1. The per-pupil funding to be provided by the District shall be in accordance with subparagraph 6.1.1 above.

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

6.2.3. The School shall be directly responsible for and bear its own legal expenses and costs associated with the operation, continuation and/or termination of the 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 School, actions by or against the District with respect to appeals to the State Board, actions by or against the 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 School

will use attorneys who are experienced in that field. An insurance company providing coverage for a specific claim may assign legal representation.

6.2.4. On or before June 1 of each year, the School shall make available to the District Board for its review the School's proposed budget for the upcoming school year.

6.2.5. 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 of the BOCES as the administrative unit for the District.

7. SITE: The School will use any and all of the existing facilities at Guffey Community 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 the School while this contract remains in effect without the consent of the Charter Board. While under this Contract, all buildings, equipment and supplies at Guffey Community Charter School will be used solely by the School. The School will lease the facilities from the District pursuant to the terms of the Guffey Community Charter School Owner-User Lease Agreement.

7.1. The lease signed by the School will be the sole responsibility of the School. The 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 School's location or operations.

7.2. The School will conform to Section 22-32-124, Colorado Revised Statutes, which requires that its facilities conform to the standards of the Colorado Department of Labor and Employment. The School will not operate a school in any location which has not been approved by the Colorado Department of Public Safety.

7.3. When the School is utilizing the District's Guffey Community Charter School facilities, the District will make available to the School the same property insurance coverage that all school locations have. The School will be responsible for payment of their portion of the insurance costs.

7.4. Financial Records and Annual Audit. The 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.

8. GOVERNANCE AND OPERATION. The parties recognize and acknowledge that, pursuant to Section 22-305-104(1) and (2), the 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 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. The nature and extent of parental, professional educator and community involvement in the governance and operation of the School as set forth in the School's policies is accepted by the District

Board to the extent permissible under federal and Colorado law and subject to all conditions of this Contract.

- 8.1. Corporate Status. The School will function under its own non-profit status as The Guffey Community Charter School, a Colorado Political Subdivision (Guffey Community Charter School Fund), and also operate a Colorado non-profit (Guffey Community Charter School Foundation) for fundraising purposes. If the School should face dissolution, voluntary or otherwise, assets of the School not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of the School shall be returned to the District.
- 8.2. Conflicts of Interest. Members of the Charter Board shall comply with Colorado law (including C.R.S. § 7-128-501), and Charter Board policies regarding Charter School Board member ethics and conflict of interest. The School has made available for viewing by the District copies of its policies and regulations and agrees to furnish the District with any amendments to such policies and regulations, all of which can be found on the School's website.
- 8.3. Non-Religious and Non-Sectarian Status. The 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, sexual preference, gender identity, national origin, religion or ancestry.
- 8.4. Accountability. The School agrees to participate 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.
- 8.5. Open Meeting Law. The School agrees that its governing board is subject to the provisions of the Colorado Open Meeting 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 governing board's activities and meetings. The School shall notify the District 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 the public, specifically including all citizens of the County and School District.
- 8.6. Indigent Students. The School shall waive all 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. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students.
- 8.7. Operational Powers. Subject to the conditions and provisions of this Contract, the 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 School consistent with law.
 - 8.7.1. The School shall have authority to exercise independently, also 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

vehicles, furniture, equipment and supplies; and retain fees collected from students in accordance with such conditions as are consistent with law and not contrary to any of the terms of this Contract.

8.7.2. The School shall comply with applicable provisions of Article X, Section 20, of Colorado Constitution. The 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 School without the prior express written consent of the District.

8.7.3. In exercising its powers, the School shall make available to the District 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.

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

8.8. Bidding Requirements. Unless purchased from or through the District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding, as required by School policy and school law.

8.9. Term. It is the intent of the District Board that the School and this Contract shall be effective as of July 1, 2017. This Contract will be for a term of five years and shall terminate as of June 30, 2022. This Contract will be automatically renewed annually during this period subject to the School's compliance with this contract and with all applicable State and Federal laws.

8.10. Termination. This Contract may be terminated, and the Charter revoked by the District, 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 School. In the event of a material breach of this Contract, the District shall provide the School written notice of such breach prior to issuing written notice of termination. If the 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 School choose to terminate this Contract and revoke its charter before the end of the Contract term, it may do so with the District 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 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 School and shall be included among the assets returned to the District upon termination of this Contract.

8.10.1. Effective Date. Should the School appeal a revocation, nonrenewal or other termination of its charter or charter contract, such termination shall not be

effective until the charter school has exhausted its opportunity to appeal to the State Board. In the best interests of student, the parties may agree to align an anticipated date of school closure with the end of a school year or term.

- 8.11. Dissolution. In the event the School should cease operations for whatever reason, including the nonrenewal or revocation of its charter, it is agreed that the District shall supervise and have authority to conduct the winding up of the business and affairs of 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. The District authority thereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by the 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 School shall be returned to the District.
9. EMPLOYMENT MATTERS. The parties agree that teachers and other staff employed at the School are employees of the School. The School is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its employees.
 - 9.1. Hiring of Personnel. Personnel may be selected by the School subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applications and the use of background and criminal checks.
 - 9.2. Employee Compensation, Evaluation and Discipline. The Charter Board shall be independently responsible for the supervision and evaluation of the teaching staff within the School as prescribed by the Charter Contract. The 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, conflicts of interest, and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the Charter Board and not the District. The School shall notify the District and other appropriate authorities, in accordance with state law, of discipline of the School employees arising from misconduct that brings direct harm to students or others or from violations of law or policy.
 - 9.3. Payroll. Employees shall be paid through the payroll department of the 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.
 - 9.4. Benefits. The School will purchase on behalf of its employees coverage under health, dental and vision insurance.
 - 9.5. PERA Membership. All School employees shall be members of the Public Employees Retirement Associations (PERA) and subject to its requirements. The School shall be responsible for the School's share of contributions.
 - 9.6. Equal Opportunity Employer. The School affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, sexual preference,

gender identity, national origin, religion, ancestry, age, disability, pregnancy or pregnancy related condition, or other protected class basis in its recruitment, selection, training, utilization, termination or other employment-related activities.

- 9.7. Employee Welfare and Safety. The School shall comply with all applicable federal and state laws concerning employee welfare, safety and health issues, including, without limitations, the requirements of federal law for a drug-free workplace.
- 9.8. Employee Records. The 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 Open Records Law, Section 24-72-204, and following, Colorado Revised Statutes. The School shall provide to the District the employee identification data necessary for the payroll process and state reporting.
- 9.9. Employee Conflicts of Interest. All the School employees shall comply with the Charter Board's policies and regulations, and applicable state law, concerning staff conduct and staff conflicts of interest.

10. LEGAL LIABILITY AND INSURANCE COVERAGE.

- 10.1. Insurance. It is agreed the District will provide insurance coverage that is consistent with the coverage available to the District itself, and that the School shall pay the District its proportionate share of any premiums. The School agrees that it will coordinate all insurance activities through the District's business office. 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 and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's applicable Insurance policies. The School shall neither compromise, settle, negotiate not otherwise affect any disposition of potential claims asserted against it without the District's prior written approval. The School may purchase additional insurance at its own cost.
- 10.2. Legal Liability. The School shall operate in compliance with all applicable District 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.
- 10.3. Waiver. If the School seeks a waiver of state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District Board first approves the request. The School is neither expected nor required to waive statutes or policies that by their own terms are not applicable to the School. The School may request waiver of a statute or policy during the term of this contract, which request the District will consider promptly and in good faith.
- 10.4. No Pledge of Full Faith and Credit. The School agrees that it will not pledge or extend the full faith and credit of the District to any third person or entity. The School acknowledges, pursuant to Sec. 22-30.5-104, C.R.S., and agrees that it has no authority to enter into a contract that would bind the District, and any leases and financial obligations of the School shall not constitute debt or financial obligations

of the District. The School's authority to contract is limited by the same provisions in law or District Board policy that apply to the District itself.

- 10.5. Indemnification. To the extent not covered by insurance or not otherwise barred by the Colorado Government Immunity Act, and to the extent permitted by law, each Party agrees to indemnify and hold the other, its governing board, board members, officer, agents and employees harmless from all liability, judgments, 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 incurred by the indemnitee whatsoever and which arise out of or are in any manner connected with the indemnitor's operations and not attributable to the acts or omissions of the indemnitee. The foregoing provision shall not be deemed a relinquishment or waiver of any kind by either party of applicable limitations of liability provided by the Colorado Governmental Immunity Act. The School will be fully responsible for any and all liability costs above and beyond what is covered by their proportionate share of the liability insurance.
- 10.6. Nothing in the Agreement, including utilization of the same property insurance coverage, shall be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.
11. TRANSPORTATION. The School will provide busing for its students and will be responsible for all costs and maintenance involved in this service, however the vehicle(s) used by the School will be titled to the district and covered under the District's Self Insurance Pool, subject to the provisions of paragraph 10.5 above.
12. ADMISSIONS PROCEDURES. The School has adopted the Admissions Process in accordance with State Public School of Choice, C.R.S. § 22-36-101.
13. COMMUNICATIONS. The parties agree that close and frequent communications between the District and the School are essential to a positive relationship between the District and the School and the success of the 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 School's Administrator or between the President of the Charter Board and the President of the District Board.
14. MISCELLANEOUS PROVISIONS.
 - 14.1. Entire Agreement. This Contract, with its exhibits, contains all terms, conditions and provisions hereof and the entire understanding 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 the Contract and its exhibits, this Contract shall govern.
 - 14.2. Amendment. A request to modify this agreement can be made by either party at any time by written request with full details and justification for the requested change. This contract may then be changed by mutual agreement of both parties in

- writing or be mediated as necessary with the cost of the mediation shared equally by the District and the School.
- 14.3. 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 acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the School Administrator for notice to the School, or to the District Superintendent for notice to the District, at their respective addresses set forth below.
- 14.4. 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.
- 14.5. Dispute Resolution. In the event any dispute arises between the District and the 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 District's Superintendent, then at the request of the District or School, representatives of the District and the 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 School. If mediation does not resolve the issue, the mediator shall provide a confidential recommendation for resolution to the parties. The results of the mediation shall be submitted confidentially to the District Board for its consideration. The decision of the District Board shall be final and shall be deemed the date of release of the mediator's report or recommendation; provided, however, the School may appeal such decision to the State Board concerning those matters within the jurisdiction of the State Board under the Act.
- 14.6. 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.
- 14.7. Invalidity. If any provision of the 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.
- 14.8. Additional Documents or Action. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Contract.
- 14.9. All references to "days" in this Contract are to calendar days unless otherwise defined in the specific section.

DATED: _____

PARK COUNTY SCHOOL DISTRICT RE-2

By _____

President, Board of Education
P.O. Box 189
Fairplay, CO 80440
719-836-3114
Fax 719-836-2275

ATTEST:

Secretary (District)

GUFFEY COMMUNITY CHARTER SCHOOL

By _____

President, Board of Directors
P.O. Box 147
Guffey, CO 80820
719-689-2093
Fax 719-689-3407

ATTEST:

Secretary (School)