GOAL ACADEMY
CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT ("Contract"), dated this 1st day of April, 2023, is made and entered into between El Paso County School District 49 (the "District" or "Authorizer") and GOAL Academy, a public charter school organized as a Colorado nonprofit corporation ("GOAL" or "School") (collectively, the "Parties").

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) and (3);

WHEREAS, GOAL entered into a charter school contract with Charter School Institute ("CSI") dated July 1, 2009, for the governance and operation of the School ("CSI Charter Contract"). Pursuant to the CSI Charter Contract, the School was authorized to offer of a multi-district online program pursuant to C.R.S. § 22-30.7-101, et seq.;

WHEREAS, the CSI Charter Contract expired by its own terms on June 30, 2013;

WHEREAS, the District's Board of Education serves as an authorizer of charter schools pursuant to the Act;

WHEREAS, on September 13, 2012, GOAL submitted a request to convert from being authorized by CSI to being authorized by the District. See C.R.S. § 22-30.5-504(10) (permitting conversion);

WHEREAS, on November 28, 2012, the Board of Education of the District ("Board") adopted a Resolution ([relevant pages of 11-28-12 minutes]) approving the School's application and the transfer from CSI;

WHEREAS, on December 1, 2017, the School submitted a charter renewal application to the District seeking approval for the School to continue operating for the 2018- 2023 school years;

WHEREAS, GOAL seeks renewal approval of its charter and contract and desires to maintain and amend certain waivers from School District policies/regulations and state law/rules, attached and incorporated herein as Attachment 5; and

WHEREAS, the District Board of Education adopted a Resolution (Attachment 1) approving the Renewal Application, for a five-year term at a General Session on January 25, 2023, and requested a Contract be negotiated;

WHEREAS, the Parties desire to, pursuant to C.R.S. § 22-30.5-104(6)(a)-(c), provide wide latitude and flexibility to the School separate from intra-district requirements that are otherwise provided by the District for charter schools physically located within the geographic confines of the District, in order to implement the School's unique, online-driven curriculum

serving underserved youth in an innovative and nontraditional manner of education, all within the criteria of Colorado and federal law;

WHEREAS, the Parties desire to approve a charter school contract for the operation of the School pursuant to the Act for a term of five (5) years;

NOW, THEREFORE, in consideration of the foregoing Recitals and their mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1.0 Establishment of School.

1.1 Multi-District Certification. The Parties agree that the District has received prior certification from the Colorado Department of Education, Division of Online and Blended Learning, in accordance with C.R.S. § 22-30.7-106(1) for the School's operation of a multi-district program.

1.2 Term. This Contract is effective as of July 1, 2023 (the "Effective Date"), and shall continue through June 30, 2028. Although this Contract is for operation of the 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. 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.

1.3 School Legal Status. The School is incorporated as a Colorado nonprofit corporation. Unless the Parties agree otherwise in writing, the School shall continue to operate as a Colorado nonprofit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall promptly notify the District of any change in its corporate and/or tax exempt status. Additionally, the School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the 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 a charter school authorized by 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 4.5 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 (C.R.S. §§ 24-10-101 et seq.) ("CGIA"), and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and therefore subject to the Colorado Sunshine Act (C.R.S. §§ 24-6-101 et seq.).

2.0 District-School Relationship.

2.1 District's Rights and Responsibilities.

A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state laws and regulations shall 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, 20 U.S.C. § 1233(g); 34 CFR Part 99 ("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, including test administration procedures and student protocols;
iv. Personnel records, limited to evidence that criminal background checks have been conducted, licensure information and qualification information reportable to the State, and reviews of the School's Chief Executive Officer, and any information that could be provided to a third-party pursuant to the Colorado Sunshine Act;
v. School's operations, including health, safety and occupancy requirements; and
vi. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the, Innovation Leader/Assistant Superintendent, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within ten (10) days of its receipt by the District and shall include information about the substance of the complaint taking into consideration any complainant's request for anonymity. The District further agrees to direct any complaining party to the School's internal grievance policy, so that the School and the complaining party may address the complaint at the School-level, prior to any involvement by the District. Any written complaint shall be provided to the School within three days pursuant to the Open Records Act.

C. School Health or Safety Issues. The 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. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, 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 represent any appeal it deems valid to the Department. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment of the progress made by the School towards the goals and objectives set forth in Section 6.3 of this Contract.

E. Access to Student Records. Upon request, 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.

F. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the state or other sources including but not limited to test scores, Every Student Succeeds Act (ESSA), School improvement status, accreditation, special education and funding information, in each case in a manner and in such time, as necessary for the School to timely file any grant request, report, or other document with another third party.

G. Information Technology. The School shall not be required to maintain the same student information systems (SIS), or any similar information technology systems or databases, as may be used by the District, but instead shall maintain any information technology systems (including SIS and LAN management systems) as the School may choose in its sole discretion to provide the curriculum and operation of the School. The School shall ensure that all data and student records are maintained in a confidential manner from which reports may be generated and exported to the District as the District may require from time to time. Should the District choose to require such reports in any particular format or medium, then the Parties agree to cooperate to determine how best the School can provide these reports to the District in its chosen format or medium.

2.2 School's Rights and Responsibilities.

A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and

finance, subject to the rights of the School pursuant to Section 2.1.G, above. This includes providing up-to-date information about enrolled students to the District upon request for inclusion by the District in the District's student information system, provided that this obligation is subject to the right of the School to maintain an independent student information system pursuant to Section 2.1.G, above. Financial records shall be posted 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.

B. Notifications Provided to the District. The School shall timely notify the District (and other appropriate authorities) in the following situations:

i. 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 violations of law; and
ii. Any complaints filed against the School by any government agency.

The School shall immediately notify the District of any of the following:

i. Conditions that may cause the School to vary from the terms of this Contract, and/or federal, and/or state law;
ii. Any circumstance requiring the 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;
iii. The arrest of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
iv. Misappropriation of funds;
v. A default of any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a § 501(c)(3) corporation, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies and regulations applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 4.5 below. A list of some, but not all, of the federal and state laws with which the School must comply are listed in Attachment 2.

D. Reports. The School shall timely provide 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. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure of the School to provide reports to the District within ten (10) days after the date due is a material violation of the Contract, and the District may take actions as outlined in Section 2.6 of this Contract.

i. Accreditation Report (including the Unified Improvement Plan) (in accordance with state requirements);
ii. Annual Performance Report to include:
    a. Report identifying the progress that the School has made on each of its unique objectives included in Section 6.3 during the prior school year (November 30);
    b. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30 and July 30, that include:
        i. Quarterly projected and actual enrollment;
        ii. Quarterly financial reports. See also Section 7.8.1.
    c. Annual Financial Audit (September 30) See also Section 7.7;
    d. Governance information to include Charter Board roster and contact information, signed board disclosure/conflict of interest forms for each board member and board policies addressing conflicts of interest, nepotism, excess benefits and discrimination (October 30);
    e. Anything else as may be included in the District's Annual Performance Report and required of its charter schools.
    f. The Annual Performance Report is also discussed in Sections 3.7 and 6.4 of this Contract.
iii. Proposed Budget Report (April 15);
iv. School Board Approved Budget (May 30);
v. Insurance Certification (August 31);
vi. Health and Safety Information (including a report of previous year's fire drills, updated emergency plans, and emergency contact information) (July 1);
vii. School Calendar (June 1).

2.3 Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the CGIA, the District and School each agree to indemnify and hold the other and their 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 CGIA 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 indemnitee or demanding funds due to the indemnitee.

2.4 Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301 and its current articles of incorporation and bylaws, in amending its articles of incorporation and bylaws and shall provide the District with thirty (30) days to comment on any such changes before they are adopted by the Charter Board. All amendments to the School's articles of incorporation and bylaws must comply with all applicable laws, regulations, and this Contract. The bylaws or policies of the School shall include a requirement that each GOAL Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements in Attachment 3. A copy of each Charter Board member's signed conflict of interest disclosure shall be submitted to the District each year by October 1.

2.5 District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the Colorado State Board of Education ("State Board"), shall be subject to the dispute resolution process set forth in this Section. Unless specifically provided otherwise, all timelines in this Section may be extended by mutual agreement:

A. 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.

B. 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 article and Section of the Contract that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

C. 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 Boards of the School and the District for their consideration. The submission to the Boards shall be made in writing to the other party and to the Board Presidents 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 Presidents of both Boards are required to place the item on the agenda at the earliest meetings for discussion by the respective Boards. The Board Presidents are required to inform each other in writing of any resolution proposed by their respective Boards within ten (10) days after the Board meeting at which the item is discussed. The Board Presidents may elect to meet to identify possible solutions.

D. In the event that the matter is not resolved by the Boards, then the matter shall be submitted to non-binding 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.

E. Any and all disputes which cannot be resolved informally shall be settled by arbitration to the extent not inconsistent with the requirements of state law. The Parties expressly agree that the arbitrator shall be required to render a written opinion concerning the matter(s) in controversy.

F. If either party submits a notice of arbitration, it shall at the same time designate in writing a proposed arbitrator. If the other party does not agree with the designation, then it shall designate an alternate arbitrator 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 arbitrators shall meet within ten (10) days and agree upon a third person to act as arbitrator. Each party shall pay one-half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, arbitrators not jointly appointed, shall be paid by the party incurring such costs.

G. The arbitrator shall have no authority to add to, delete from, or otherwise modify any provision of this Contract or to issue a finding having such effect.

H. Either party may appeal to the State Board within thirty (30) days of the written release of the arbitration opinion.

2.6 Other Remedies. If the School is subject to nonrenewal or revocation pursuant to C.R.S. § 22-30.5-110(3), state or federal laws or regulations, or if the District finally adjudicated that the School materially breached the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy discussed below, the District shall send a notice of breach and provide the School an opportunity to cure. The notice shall state:

- the deficiency and the basis (evidence),
- an opportunity for the School to contest the deficiency,
- the timeframe for remedying the deficiency, and
- the expected results. Unless extraordinary circumstances dictate a different period, the School shall have thirty (30) days from receipt of notice to cure any perceived deficiency.

A. Withholding up to Eight Percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 2.2.D by the established deadlines, failure to submit other required information or records by

the date required or requested, and failure to submit a budget to the District that meets the requirements of Section 7.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112.

B Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the Charter Board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the Charter Board and the District's Board with periodic reports of progress. The District may request the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, implementing its educational program, or fails to complete two or more required reports by the established deadlines.

C. Seeking Technical Assistance. At the request of the District, the School shall seek technical assistance from the Colorado Department of Education or another organization (e.g., the Colorado League of Charter Schools) if the School is required to prepare and implement a priority improvement plan or turnaround plan.

D. Temporary or Preliminary Order. Pursuant to C.R.S. § 22-30.5-104(6), the District hereby irrevocably waives and covenants to forego its right or ability to request that the Commissioner issue a temporary or preliminary order in accordance with the Charter School Emergency Powers Act, C.R.S. § 22-30.5-701 et seq. The Parties agree that the School has expressly relied upon this waiver and covenant to forego as a material inducement to enter into this Contract.

2.7 District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 2.5, file an appeal with the State Board, or seek other remedies as provided by law.

2.8 Contracts with Third Parties. The School may contract with any third party, including contracts related to any grants and education service providers (ESPs), not otherwise prohibited by state or federal law without prior approval or notice to the District.

3.0 School Governance.

3.1 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 Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. Members of the Board of Directors of the School shall be elected by the then-existing Board of Directors of the School in the manner provided in the bylaws of the School. The School's articles of incorporation and bylaws are provided to the District office. The Charter

Board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 2.4 of the Contract and communicated to the District in a timely manner.

3.2 Corporate Purpose. The purpose of the School as set forth in the articles of incorporation shall be limited to the operation of a charter school pursuant to the Act.

3.3 Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the "Lead Administrator," which is the School's Chief Executive Officer, at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Agreement. See also Section 3.6 (addressing other employee evaluations).

3.4 Transparency. The School shall make School Board-adopted policies, meeting agendas, minutes and related documents readily available for public inspection on its website and shall conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School. The School shall comply with the Open Meetings Law (C.R.S. § 24-6- 401 et seq.), the Colorado Open Records Act (C.R.S. § 24-72-100.1 et seq.) and the Public School Financial Transparency Act (C.R.S. § 22-44-301 et seq.).

3.5 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 School Board, not the District's Board. As stated in Section 2.1.B, the District agrees to direct any complaining party to the School's internal process, so that the School and the complaining party may address the complaint at the School-level, prior to any involvement by the District. The School agrees to inform the District regarding the resolution of any complaint that it receives and processes through the School's internal grievance policy within ten (10) days of such resolution.

3.6 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, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Agreement. See also Section 3.3 (addressing the evaluation of the Lead Administrator).

3.7 School Dashboard and Annual Performance Report. The School's Charter Board shall develop a school dashboard that reflects the Board's focus on specific measures and metrics to determine the overall success of the School, and this dashboard shall be reported quarterly to the District and included in the Annual Performance Report.

3.8 Training. The School's Board shall adopt policy for its annual training plan. Further, each School Board member will satisfactorily complete the online charter school governing board training modules [http://onlinelearning.enetcolorado.org/login/], or comparable training, within a year of executing this contract (for those members currently serving on the Board) or being seated on the Board (for all future Board members), whichever comes first. Failure to complete

this requirement will be noted in the Annual Performance Report compiled by the District. School Board members who have already completed the board training modules required by this section do not need to complete the training again.

3.9 Contracting for Core Educational Services. The District acknowledges that the School may contract with any education service provider (ESP) to provide any type of service, including implementation of its core educational program, to the full extent permitted by law, provided that the School may not contract with a for-profit management company. Any contracting by the School under this Section 3.9 is conditioned upon the School developing a management agreement with such ESP that meets the conditions in Attachment 4.

3.9.1. The District acknowledges and agrees that the School may cause to be formed a separate entity which may develop, market, and implement policies and procedures based on the curriculum, policies and procedures of the School as a third-party ESP ("GOAL ESP"). As stated in Section 3.9, the GOAL ESP may not be a for-profit management company.

3.9.2. The School may contract with the GOAL ESP for any ESP services referenced in this Section 3.9 (and its subsections), subject to developing a management agreement with such GOAL ESP that meets the conditions contained in Attachment 4 and is approved by the District; such approval shall not be unreasonably withheld.

3.10 Out-of-State Expansion. Nothing in this Agreement shall prohibit the School from expanding to operate out-of-state. Such expansion shall be pursued only by use of a separate legal entity as described and defined in Section 3.9 herein. However, in good faith, the School should communicate its plans for out-of-state operation with the District in a timely manner and nothing should negatively alter the performance of the School within the state as authorized pursuant to this Agreement.

4.0 Operation of School and Waiver.

4.1 Operational Power. 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): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for school purposes; 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 terms of this Contract.

4.2 Transportation. The School, in its sole discretion, may choose to provide transportation to students through a plan developed by the School.

4.3 Food Services. The School, in its sole discretion, may choose to provide nutrition services to students through a plan developed by the School.

4.4 **Insurance**. During the term of this Contract, the School shall maintain insurance coverage either purchased in its own right or through the District. Such insurance shall at a minimum include the following:

A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:
   a. Minimum Limits:
      i. $1,000,000 each occurrence
      ii. $2,000,000 general aggregate
   b. Coverages:
      i. Occurrence form
      ii. Products and completed operations coverage
      iii. Personal injury
      iv. Contractual liability
      v. Defense in addition to the limits of liability
      vi. Sexual abuse and misconduct coverage
      vii. Coverage for athletic participants, if the School participates in athletic programs
      viii. Special events coverage Severability of interests provision
      ix. Additional insured endorsement on behalf of the District

B. Automobile Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos):
   a. Minimum Limits:
      i. $1,000,000 combined single limit each accident
   b. Coverages:
      i. Additional insured endorsement on behalf of the District
      ii. Excess coverage for employees as insured using personal vehicles on School business.

C. Workers' Compensation Insurance: School will maintain workers' compensation insurance, including occupational disease provisions covering the School in accordance with applicable state laws and employer's liability insurance:
   a. Minimum Limits:
      i. Workers' compensation - statutory limits
      ii. Employer's liability:
         1. $250,000 bodily injury for each accident
         2. $250,000 each employee for disease
         3. $500,000 disease aggregate

D. Educators' Legal Liability: During the term of the Charter Contract, School shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than $2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased (an umbrella policy may be used to meet the limits requirement).

E. Directors and Officers Liability: During the term of the Charter Contract, School shall maintain Directors and Officers Liability Insurance covering the wrongful acts, errors and omissions of its governing Board arising out of the administration of the School with a limit of not less than $2,000,000 per claim/aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased.

F. Excess/Umbrella Liability: School shall maintain umbrella/excess liability on an occurrence basis in excess of general liability, auto liability, employer's liability insurance described above, and, if available, excess of the Educators' Legal Liability and Directors and Officers Liability coverages:
   a. Minimum Limits:
      i. $2,000,000 each occurrence and aggregate

G. Property Insurance: All property (building and contents) owned or leased by the School will be the responsibility of the School unless otherwise agreed by contract. School will carry property insurance covering its owned or leased property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense.

H. Crime Insurance: School will maintain employee dishonesty coverage in an amount of not less than $250,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

4.5 Waivers.

A. State Law and Regulations.:

i. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 CCR 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 5.

ii. Additional waiver requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs. A list of some of the laws and regulations that are delegated or do not apply may be listed in a future amendment.

iii. Subsequent waiver requests. The District Board of Education agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed on Attachment 5. The School may request additional waivers after the original request. 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 Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request, which shall not be unreasonably withheld, conditioned, delayed or denied. Board of Education 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 Parties shall meet to negotiate the effect of such State Board action.

B. District Policies:

i. Automatic waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School. Such automatic waivers from District policy are subject to compliance with all state and federal laws, rules, and regulations. In addition, any District policies enacted after the Effective Date of this Contract shall not apply to GOAL unless and until the GOAL Board passes a resolution agreeing to be bound by them.

ii. Additional waivers. The School shall be granted certain waivers from District policies set forth in Attachment 5 and any other waivers upon request by the School and approved by the Board in its discretion.

iii. Subsequent waiver requests. The School may request additional waivers after the original request. 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 Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar

days to consider the matter prior to rendering a decision at a 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.

iv. Revocation of waivers. For reasonable cause and after providing notice to the School, the Board may revoke waivers previously granted.

5.0 School Enrollment and Demographics.

5.1 School Grade Levels. The School serves students in grades 9-12, and may expand such services to other grade levels as the School may request from time to time. The School shall make any such request to the District in accordance with District policy and procedures. The District agrees that its approval of any such request shall not be unreasonably withheld.

5.2 Student Demographics. The School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the School's service area. The School will follow its designated recruitment plan and will make reasonable efforts to recruit, enroll and retain a student body that is reflective of the demographics and diversity of the various communities that it serves.

5.3 [This section is intentionally omitted.]

5.4 Eligibility for Enrollment. The School may limit 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.

5.5 Enrollment Preferences, Selection Method, Timeline, and Procedures. The School shall adopt its own admission policies and procedures that ensure the needs of students with disabilities are met and that otherwise comply with law. The School shall timely provide the District with its admission policies and procedures.

5.7 Participation in another District Program. The District acknowledges that the School operates a multi-district online program in accordance with C.R.S. § 22- 30.7-106. The District further acknowledges and agrees that as a multi-district online school, the School need not maintain a physical presence within the geographic boundaries of the District.

5.8 Multi-District Enrollment. The Parties acknowledge that GOAL operates a multi-district online program serving students across the State of Colorado. The Parties further acknowledge that GOAL has drop-in centers in many locations throughout Colorado. These drop-in centers are not "learning centers" as that term is defined in C.R.S. § 22-30.7-102(4). The School may found, adopt, create, recognize, expand, reduce, or dissolve drop-in centers in its sole discretion without restriction by the District.

5.9 Student Movement after October 1. After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law. See C.R.S. § 22-30.5-104(3) & 7(a).

5.10 Suspensions, 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 shall 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 in compliance with C.R.S. §§ 22-33-105 & 106. 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.

5.11 Attendance. GOAL students' online attendance shall be in compliance with Colorado laws or regulations related to online attendance as well as Colorado's compulsory attendance laws, including but not limited to, the required number of instructional hours and the distinction made between excused and unexcused absences (unless required by law, GOAL shall not be required to excuse absences). Notwithstanding the foregoing, the School shall be responsible for developing, implementing, and maintaining its own attendance policies consistent with its status as an online school and alternative education campus (AEC), ("Attendance Policies"), and shall further be solely responsible for developing measures and procedures to maintain compliance with such policies. The School shall provide copies of its Attendance Policies to the District upon request. The Parties agree that the School bears responsibility for enforcing the attendance provisions of Colorado's compulsory attendance laws with respect to the School's students, and that the School shall pay the actual costs associated with such compliance.

5.12 Continuing Enrollment. 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 IEP placement.

6.0 Educational Program.

6.1 Vision. Helping all students achieve their full potential in a caring, supportive, and personalized environment.

6.2 Mission. Develop productive members of society.

6.3 School Goals and Objectives.

A. Alternative Education Campus. The Parties agree that GOAL meets the criteria to be designated an Alternative Education Campus ("AEC") pursuant to C.R.S. § 22-7-604.5 and 1 CCR 301-57, R. 3.01. The Parties further agree to cooperate to maintain GOAL's designation as such.

B. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth, growth gaps and post-secondary work force readiness. Incremental progress in each of these indicators will be defined as progress sufficient to maintain an AEC overall rating of at least "Improvement." GOAL Academy will adhere to all requirements of the law to include specific requirements for "Priority Improvement" and "Turn Around" schools as appropriate. GOAL will also establish an annual Unified Improvement Plan (UIP) through the implementation of annual revisited and agreed-upon academic targets, developed through use of the UIP process. In addition to school-wide targets, the School shall develop specific performance targets for identified areas of improvement. In the event that the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.

C. School-Specific Objectives.

i. AEC Objectives. The School has developed, and the District has agreed to, specific objectives to evaluate GOAL's performance in light of its designation as an AEC. These measures reflect the unique purposes of GOAL and the unique circumstances of and challenges that must be met by GOAL students, as well as the statewide performance targets established pursuant to the Education Accountability Act of 2009, C.R.S. § 22-11-201. The School has identified, and the District has agreed to, selected measures and measurable targets for each indicator: student achievement, student longitudinal academic growth, post-secondary and workforce readiness, and student engagement. In evaluating the performance of GOAL, the Parties agree that the greatest emphasis shall be placed on student growth and post-secondary and workforce readiness, as may be adapted by the School and provided to the District from time to time. See generally 1 CCR 301-57, R. 3.05 to 3.09.

ii. Online Quality Standards. The Parties also agree to evaluate GOAL to ensure it is meeting or exceeding certain online quality standards, as described in C.R.S. § 22-30.7-105(3) and 1 CCR 301-57, R. 3.02. These standards include the areas of finance, governance and operations.

6.4 Annual Performance Report. The District will use an Annual Performance Report to monitor and evaluate the School's performance toward meeting standards and performance targets, and communicate on at least an annual basis to the School's board and leadership, the

District's evaluation results on school performance. The Annual Performance Report will further identify areas of strength and areas needing improvement. Performance deficiencies and contract violations will also be noted in the Annual Performance Report. See also Sections 2.2.D.ii and 3.7.

6.5 Educational Program Characteristics. The School shall implement and maintain the following characteristics of its educational program; modifications may be implemented by the School after providing notice of the proposed modification(s) to the District:

GOAL Academy's mission is to Develop productive members of society. To do so, GOAL's academic program includes the following program characteristics:

A blended learning model leveraging innovative and engaging instructional strategies that include on-line and face-to-face instruction paired with high quality educational tools.

A flexible, accessible, and personalized educational program supported by a regional face-to-face/blended learning model.

A variety of academic options which create multiple graduation and completion pathways.

State-of-the-art comprehensive curricula and supplemental software and programs which support a wide variety of student achievement goals.

Post-secondary opportunities for all students with a wide variety of colleges, universities, and career/technical programs.

Dedicated wraparound services to address the full spectrum of student needs.

6.6 Curriculum, Instructional Program, and Pupil Performance Standards. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract.

A. The School may design, establish, and implement its own alternative requirements within criteria promulgated by CDE and in compliance with all state and federal educational criteria, guidelines, procedures, milestones, and /or other requirements in order to grant high school diplomas, alternative diplomas, or equivalent degrees to its students.

B. The School may continue to offer its general equivalency diploma ("GED") preparation program to its students in substantially the same manner, or in a manner to be determined by the School without interruption, conditions, or modifications by the District, so long as such GED preparation program is in compliance with all state and federal laws and regulations.

6.7 English Language Learner. 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. Subject to GOAL's unique program and student demographics, the School shall develop and implement procedures, after opportunity for review by and comment from the District, for identifying, assessing and exiting English language learners; GOAL's procedures shall be in compliance with all state and federal laws and regulations.

6.8 Education of Students with Disabilities.

A. The School shall provide all special education support services to students at the School. The School reserves the right to hire its own special education teacher(s) in the same manner of qualification as all other teachers at the School. The School shall assign other special education support staff as necessary to meet student needs. Special education services at the School shall be tailored to specifically fit within the GOAL educational model and the School shall assign such other special education support staff and resources as the School determines is necessary to meet student needs.

B. Due to the School's independent provision of special education services, no funds shall be withheld by the District from the School based on the actual cost of providing special education services to all students in the District or to the School or for any other reason.

C. The School agrees to comply with the School's policies and regulations (as the same shall be provided to the District upon request by the District) as well as 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the School's position shall control.

D. The School shall direct the development and/or modification of any IEP for special education students of the School. The School shall use the School's 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.

E. The School's special education teachers are not required to, but shall be provided notice of and may elect to participate in staff meetings sponsored by the District, as appropriate and directed by the School.

F. 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 (subparagraphs (a) and (b)

being collectively referred to as "SPED Policies"). After disclosure of these changes with the District, the School shall have the right to make changes to the SPED Policies as necessary to comply with law or for any other legitimate purpose. The District may request additional changes to the School's SPED Policies, which the School shall in good faith consider, but not be required to adopt.

G. 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.

7.0 Financial Matters.

7.1 Revenues.

A. District Per Pupil Funding. District per pupil funding ("PPF") shall have the meaning defined in C. R.S. § 22-3 0.5-112(2)(a.5)(11.5), or any subsequent corresponding statute, as from time-to-time amended. In each fiscal year during the term of this Contract, the District shall pay PPF consistent with funding remitted to all other schools in the district, be they chartered or operated, net of established pricing to defray the District's administrative overhead costs, costs for purchased services, if any, categorical state aid, and other costs, and is fair and adequate in all respects.

B. Mill Levy Funds. The District shall pay to the School its share of the Operating Mill Levy Override Funds, as calculated by the established formula for distributing such funds across the district. 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.

C. Federal Categorical Aid. Each year the District shall provide to the School the School's appropriate share of applicable federal categorical aid funding, including but not limited to funding from the Elementary and Secondary Education Act and the Individuals with Disabilities Education Act.

D. State Categorical Aid. Each year, the District shall provide to the School the School's appropriate share of applicable state categorical aid received by the District. The parties agree that funding for 'At-risk' and/or students in poverty is included in the quantification of PFF in 7.1A when the PFF is not segregated for on-line vs. on-campus funding rates.

E. Grant Funding. One hundred percent of any and all revenues from grants applied for and/or received by the School ("Grant Revenues") shall be retained by the School and no such financing shall be due or payable to the District, unless such Grant Revenues are explicitly awarded to the School and the District as a joint

grant applicants or to the District as the local education agency (LEA), or as otherwise set forth in the terms of the grant award.

i. The District shall, within ten business day, provide all requested signatures and, when necessary, all requested supporting documentation in order to permit the School to apply for any state, federal, or charitable grant of the School's election.

7.2 Per Pupil Funding.

A. Disbursement of Per Pupil Funding. Commencing on July 1 of each fiscal year of the Contract term, PPF as described in Section 7.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 7.2.B. Funds shall be disbursed within five (5) days of being received by the District.

B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: December 1 of each year, funding may 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 PPF, positive or negative, so that the overall funding for the year is equal to PPF provided for in the District and not otherwise deducted. Funding 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.

7.3 Budget. On or before April 15 of each year, the School shall submit to the District its proposed balanced 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 the state-mandated chart of accounts. The budget as approved by the School Board and any subsequent approved revisions shall be submitted to the District along with the School Board resolution approving the budget or budget revision. A material violation of this Section 7.3 may result in the District initiating remedies described in Section 2.6.

7.4 Enrollment Projections. The School shall provide the District with its latest and best estimates of its anticipated online pupil enrollment for the next school year by April 15 along with any discussion or plans under consideration for any increase or decrease of enrollment greater than ten (10) percent of the official membership for the current school year. It is agreed upon by the Parties 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 restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve. The School shall maintain its own TABOR reserve.

7.6 Contracting. The School shall not extend the faith and credit of the District to any third person or entity. The Parties acknowledge and agree that the School has no authority to enter into a contract that would bind the District (and that the District may not similarly bind the School), and the School's authority to contract is limited by the same provisions of law that apply to the District unless the School has obtained a waiver. 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 the 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 GOAL Board and the District.

7.7 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. The results of the audit shall be provided to the District in written form by September 30 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 Colorado Department of Education ("CDE") chart of accounts with the submission of the annual independent financial audit. If such audit is not received by October 30th 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 October 15 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 reasonably possible time.

7.8 Financial Reporting.

7.8.1 Quarterly Reporting. The School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(1)(b) and post required reports pursuant to the Public School Financial Transparency Act, C.R.S. § 22-44-301 et seq. Such reports shall be submitted to the District no later than thirty (30) 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.

7.8.2 Reporting Cooperation. The Parties covenant and agree to cooperate with one another and the officers and agents of each in order to provide such information and assistance as is reasonably necessary to meet all financial reporting deadlines.

7.9 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.

7.10 Loans. No loans may be made by the School to any person or entity for any purpose.

8.0 Personnel.

8.1 Employee Status. All employees hired by the School shall be employees of the School and not the District unless the parties agree in writing otherwise. 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 are described in GOAL's Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

8.2 Instructional Providers. The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state laws, rules and regulations (unless waived), including the federal Elementary and Secondary Act, as amended or its equivalent.

8.3 Background Check; Fingerprinting. The School shall establish and implement procedures for conducing background checks (including a check for a criminal record) of all employees to the extent required by applicable laws, rules and regulations.

9.0 Service Contracts with the District.

9.1 Costs. All costs incurred by the District for charter schools pursuant to C.R.S. §§ 22-30.5-112(2)(a.9) and (b.5) shall be paid by the District out of the Retained PPF, and the District shall not be entitled to impose any additional cost or liability on the School unless the School agrees in writing.

9.2 District Services. Except as is set forth on Attachment 6, which provides for District service agreements, and any subsequent written agreement between the School and the District, or as may be required by law, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing. Such agreements shall be finalized on or before June 30 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.0 Facilities.

10.1 Location. The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, including, but not limited to, the School's drop-in facilities, which may be located in such places as the School may direct in its sole and absolute discretion; the School shall communicate its locations to the District as reasonable from time to time.

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

10.3 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 provide a facility for use by the School.

10.4 Long-Range Facility Need. 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.

11.0 Charter Renewal, Review, Revocation and School-Initiated Closure.

11.1 Renewal Timeline and Process.

A. Application Process. The School shall submit its renewal application by December 1 of the year before the School's Contract expires. The District Board shall act on the renewal application by resolution no later than seventy-five (75) days after the renewal application is submitted following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

B. 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 its goals and objectives described in Section 6.3.

C. Criteria for Renewal or Non- Renewal and Revocation. The 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 for material breach of this Contract.

11.2 Termination and Appeal Procedures- Corrective Action. The District shall provide the School written notice of the grounds for termination and the date of a 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 in accordance with District policy. The District will provide the School written notice of the grounds for termination and of the requirement for a plan to cure, and will give the School forty-five (45) days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of breach, then the District may terminate this Contract and revoke the Charter. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds, as specified herein.

11.3 School-Initiated Termination of Contract. 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 fiscal year and upon written notice to the District given at least 6 months before the end of the fiscal year.

11.4 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 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 until the end of the school year. The District's authority hereunder shall include, but not be limited to (1) the disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.5, below, and (2) reassignment of students to different schools. School personnel and GOAL ' s 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.

11.5 Return of Property. Unless the School has obtained a charter contract from another charter authorizer in accordance with Colorado law, 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 comply with the terms of that 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 not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization. Notwithstanding anything else in this paragraph, all property owned by the School that was purchased in whole or in part with additional mill levy revenue, as now defined in C.R.S. § 22-32-108.5(2)(a), provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District, or, as an alternative, the parties may negotiate a cash payment from the School to the District.

12.0 General Provisions.

12.1 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; policies and practices of the School and the application shall take precedence over mutually-acceptable practices developed during the term of the Charter Contract; and, subject to the foregoing order of precedence, applicable policies of the District Board that have not been waived shall take precedence over the application.

12.2 Amendments. No amendment to this Contract shall be valid unless ratified in writing by the Board and the School's governing body and executed by authorized representatives of the Parties.

12.3 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.

12.4 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.

12.5 Governing Law and Enforceability. This Contract shall be governed by 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, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

12.6 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 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.

12.7 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.

12.8 Notice. 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 (3) 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.

Notice to the District shall be sent to:
El Paso County School District 49
Assistant Superintendent, iConnect Zone
3850 Pony Tracks Drive
Colorado Springs, CO 80922

Notice to the School shall be sent to:

Chief Executive Officer
GOAL Academy
304 S. Victoria Ave
Pueblo, CO 81003

12.9 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.

12.10 Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the application, and District Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools. This Charter School Contract has been approved by the School and the District. Its effective date is set out at the beginning of the Contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

GOAL Academy

By _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

EL PASO COUNTY SCHOOL DISTRICT NO. 49

By: _____
President, Board of Education

ATTEST:

_____
Secretary, Board of Education

Approved as to form:

_____
School District Attorney

Approved as to form:

Amber DeCarli

_____
Charter School Attorney