

## AMENDED AND RESTATED CHARTER SCHOOL CONTRACT

THIS AMENDED AND RESTATED CHARTER SCHOOL CONTRACT ("Contract") dated effective this 1st day of October, 2018 is made and entered by and between the GUNNISON WATERSHED SCHOOL DISTRICT RE1J ("School District" or "GWSD") and the MARBLE CHARTER SCHOOL, INC. (the "Charter School" or "MCS"). The School District and MCS are referred to collectively as, the "parties" or individually as a "party".

### RECITALS

A. Pursuant to the Charter Schools Act, C.R.S. §22-30.5-101 et seq. (the "Act"), the parties entered into a Charter School Contract dated September 5, 1995, and such Contract has since been renewed and amended as contemplated by the Act;

B. The Contract was last renewed and amended in 2013 for a term ending June 30, 2018; and

C. The Charter School submitted an application for renewal (the "Renewal Application") in accordance with the Act on December 11, 2017 and the District's Board of Education approved the Renewal Application by resolution on December 11, 2017; and

D. On August 13, 2018, the District and MCS entered into an Amendment to the Contract to extend its term to and including September 30, 2018 to allow the parties additional time to complete an amended and restated charter contract; and

E. Pursuant to the Act, the Board desires to enter into an amended and restated charter contract regarding the governance and operation of MCS that shall serve as the charter for MCS commencing on the Effective Date specified above.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual terms and conditions herein described, the parties agree as follows:

### ARTICLE 1—GENERAL PROVISIONS

**1.1 Grant of Charter.** MCS's charter is hereby renewed to operate a charter school for grades K-8 within the District under the name "Marble Charter School," which charter shall be subject to the terms and conditions set forth in this Agreement, and to such other terms as may now or hereafter be provided in the Act or other applicable laws.

**1.2 Mission Statement:** MCS' Mission Statement is as follows: "Marble Charter School shall teach a growth mindset in a unique and nurturing environment while exceeding state standards."

**1.3 Goals and Objectives:** During the term of this Agreement, MCS shall have the goals and objectives set forth in **Appendix 2**.

### ARTICLE 2—EDUCATIONAL PROGRAMS AND OPERATIONS

#### 2.1 Enrollment and Admissions:

A. Open Enrollment: Enrollment shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to the School's current enrollment policy contained in **Appendix 4** and subject to compliance with applicable Colorado public schools of choice statutes, and subparagraph F below. The School shall handle denial of admission in a manner consistent with state and federal law and regulations. Pursuant to Colorado state law, students

who enroll in the School may remain enrolled in the School through the highest grade served by the

School, subject to the enrollment policies contained in **Appendix 4**, and absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment.

B. No Discrimination in Admission: The Charter School shall not adopt or implement any admissions requirements or selection criteria which discriminates against students on the basis of race, color, creed, sex, sexual orientation, religion, national origin, ancestry, disability or need for special education services.

C. Fees and Tuition. The Charter School may charge fees and tuition only to the extent consistent with applicable law and District policy, and shall not charge enrollment application fees of any kind. In the event MCS lawfully charges and receives tuition for enrollment of any Charter School Student, such tuition shall be paid to the District and treated as additional District PPR to be allocated to the parties as set forth in Paragraph 3.3 below. Any other charges or fees collected by the Charter School, including any fees charged for kindergarten extended day programs not eligible for state equalization funding, shall be retained by the Charter School, unless such monies reflect services provided by the District. For services provided by the District, fee revenue shall be apportioned between the District and the Charter School in accordance with Paragraph 3.3 below, unless otherwise agreed in writing by the parties.

D. Enrollment Verification; Registration. For purposes of this Agreement, Registration shall constitute verification of enrollment by the District. No child admitted to the Charter School shall be counted as a Charter School Student for any purpose under this Agreement until and unless such student has completed Registration.

E. English Language Learners: The School is responsible for meeting program goals for second language students as outlined by the School District English Language Learner Guidelines. MCS shall offer equal educational opportunities for all students whose primary language is other than English and who score below the established criteria in English speaking, reading and understanding writing skills. In accordance with Article III and all state and federal funds for which the School is eligible for English Language Learners enrolled at the School shall be passed on from the District to the School within 30 days of receipt.

F. Maximum Enrollment: The School may accommodate an enrollment maximum as dictated by the facility occupancy capacity and staffing limitations of the School for the success of the educational program.

## **2.2 Student Attendance, Conduct, and Discipline:**

A. Except to the extent expressly waived, the Charter School shall comply with all applicable laws, rules and regulations concerning student attendance and standards of conduct and discipline. The Charter School also shall comply with all District-approved policies and regulations concerning student attendance and standards of conduct and discipline. The Charter School may develop and enforce specific rules of conduct similar to the building level conduct rules developed by individual schools in the District which shall be applied in the Charter School. The Charter School may request additional waivers from specific Board policies and regulations regarding conduct, and discipline in accordance with Article 10 below, provided that the Charter School shall agree to implement specific replacement policies and regulations or otherwise provide evidence satisfactory to the District that reasonably acceptable policies and procedures for the conduct and discipline of the Charter School students will be maintained. The Charter School shall ensure that its students comply with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

B. Subject to applicable law and waiver of any inconsistent state laws, regulations or rules, the Charter School's administrator shall have the authority to suspend Charter School students for not

more than ten (10) school days to the same extent as the Board has delegated such authority to building principals in Board Policy JKD/JKE. Upon the written recommendation of the administrator of the Charter School, the District may expel or suspend a Charter School student for more than ten (10) days in accordance with District policy and applicable state and federal law. Such recommendation by the Charter School administrator shall include the proposed grounds for expulsion or suspension more than ten (10) days, a recitation of the facts upon which the proposed disciplinary action is based, and all pertinent educational and disciplinary documentation and records. Students expelled from the Charter School shall be excluded from District property and activities to the same extent as students expelled from other schools of the District. The parties agree that the District retains sole authority and responsibility to determine whether to expel or suspend for more than ten (10) days a Charter School student recommended for such discipline by MCS' administrator, to prohibit certain students from enrolling or re-enrolling in the Charter School if a victim of the student's behavior (or a member of the victim's immediate family) is enrolled in or employed by the Charter School, to conduct a hearing or hear a student's appeal of any expulsion action or denial of admission, and to provide alternative educational services to expelled students pursuant to Colorado law.

C. The delegation of disciplinary authority set forth in subparagraph B. of this Paragraph shall be exercised with respect to the students with disabilities according to applicable state and federal laws.

D. Prior to admitting any student to the Charter School, who has been expelled from the District or any other school district, or who has engaged in behavior in another school district that is detrimental to the welfare or safety of other pupils or of school personnel, the Charter School shall make a determination based on applicable law as to whether or not it will grant or deny admission to such student. If the Charter School allows any such student to enroll, the student shall, as a condition to admission, acknowledge in writing that admission to the Charter School shall not entitle the student to be admitted to any other District school without completing new admissions procedures.

E. The Charter School shall, in disciplining students and otherwise fulfilling its responsibilities under this Paragraph 2.2, afford Charter School Students an appropriate level of due process as required by applicable law and shall consider the health, safety and welfare of other students and staff to the extent appropriate.

**2.3 Student Welfare and Safety:** Unless otherwise waived in writing as provided in this Agreement, the School shall comply with all District Board-approved policies and regulations, and comply with all applicable federal and state laws, concerning welfare, safety and health, including, without limitation, District Board policies and laws addressing the reporting of child abuse, accident prevention, immunization, vision and hearing screenings, health plans, building and fire codes and disaster response, and any state regulations governing the operation of school facilities.

**2.4 Statement of Need; Community Support:** The District finds that there is a continuing need for the School based on the location of the town in regard to the rest of the schools in the District, and a demand and community support for the programs provided by the School, based upon its historical performance and continued demand for enrollment to the School.

**2.5 Pupil Performance and Educational Program and Standards:** The descriptions of the School educational program, pupil performance standards and curriculum set forth in **Appendix 3** are hereby accepted, as amended herein, and subject to the conditions set forth below.

A. Curriculum: The School District agrees to waive its curricular requirements, to the extent permitted by law, but subject to the implementation by the School of its instructional programs as outlined in **Appendix 3**, as amended herein.

B. Content Standards/Accreditation, Accountability: The Charter School shall design and

implement its educational program, subject to the conditions of this Agreement, in a manner which satisfies Colorado Academic Standards, as well as any other applicable state laws, including, without limitation, requirements regarding content standards, accreditation, and accountability, as set forth in the Colorado Basic Literacy Act, § 22-7-501 *et seq.*, C.R.S., Educational Accreditation Act of 1998, C.R.S. § 22-11-101, *et seq.*, and the Educational Accountability Act of 1971, as amended, C.R.S. § 22-7-101, *et seq.*

C. Specific State Law Curriculum Requirements: The MCS curriculum shall be fully aligned with the Colorado Academic Standards; however, its sequencing may be varied in accordance with a written plan approved by the District and included in **Appendix 3**. The Charter School agrees to comply with all state statutory 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, C.R.S. §22-2-204, honor and use of the United States Flag, C.R.S. §22-1-106, the federal constitution, C.R.S. §22-1-1-8, and the effect of use of alcohol and controlled substances, C.R.S. §22-1-110.

D. Records and Reports:

(i) The School agrees to comply with all record keeping requirements of the District Board and applicable federal or state law, unless waived and shall timely provide any reports, in such form as the District shall reasonably request, to meet the District's reporting obligations to the State Board and Colorado Department of Education (the "Department") as well as the United States Department of Education.

(ii) 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, C.R.S. §24-72-204 *et seq.* and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g. Student records include, without limitation, enrollment forms, immunization records, attendance records, class schedules, report cards, transcripts and other records of academic credit and performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

E. Nonreligious, Nonsectarian Status: The educational program of MCS shall be nonreligious, nonsectarian, and shall not discriminate against any student on the basis of race, creed, color, sex, sexual orientation, national origin, religion, ancestry, disability or need for special education services.

F. Extracurricular and Interscholastic Activities: Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law with the District schools of charter-enrolled students seeking to participate in activities not otherwise sponsored by the School.

G. Tuition and Fees: Tuition may not be charged to students who reside in the School District, other than for pre-k programs, before and after school programs, summer school programs, extra-curricular programs, or as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, or permitted by other applicable law. Tuition charges for nonresident students shall be charged at the School District's regular nonresident tuition rate (as negotiated Tuition may also be charged for Kindergarten pupils staying beyond the half-time program. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiving of fees for indigent students.

H. Education of Students with Disabilities: The School shall comply with all School District

policies and regulations, and federal and state laws, and with the provisions hereof concerning the admission and education of children with disabilities, subject, however, to the limitations of the School's unique curriculum, instructional program, mission, and facilities. The School District shall act as the Administrative Unit and Local Education Authority ("LEA") and will work with MCS to ensure services to students the School are provided or otherwise contracted for. Notwithstanding anything to the contrary above, in determining if the School can provide FAPE or an appropriate accommodation for a student, it shall not be required to substantially modify its program.

(i) The School shall require that for any applicant to the School that the student/prior School District provide the most recent Individualized Education Program ("IEP") or an accommodation plan made under Section 504 of the Rehabilitation Act of 1973 (a "504 Plan"), if any, and the School shall make a determination whether the services and accommodation that can reasonably be made available at the School are sufficient to deliver the program required by the IEP or the accommodations required in the Section 504 Plan. The student's application for admission is contingent upon the determination that the student can receive a free appropriate public education ("FAPE") in the least restrictive environment at the School in its existing programs with or without reasonable modifications. If the determination is that FAPE is not available, the student's application for admission shall be denied and the student's current placement shall remain.

(ii) The School District shall provide access to trainings, professional development, systematic support and guidance for special education. The School District will be responsible for providing services to identified students of the School, subject to the cost provisions set forth in Section 7.a. below. In addition, the School District will provide oversight and support from central administrators, access to School District-wide special education programs and providing and paying the cost of defense of complaints, due process hearings through the administrative appeal level, investigations concerning special education by the Office for Civil Rights (OCR), or the Department's Federal Complaints Officer, on the same basis as such oversight, support, access and defense are provided to other schools in the School District.

**2.6 Evaluation of Pupil Performance and Procedures for Corrective Action:** The Board approves the School's methods for evaluating pupil performance and procedures for corrective action contained in **Appendix 5**, subject to the conditions below and otherwise set forth in this Contract.

A. Testing: The School agrees to coordinate testing with the School District's reasonable statistical reporting obligations to the Department.

B. District Accreditation: The School shall be accredited in accordance with state law, and School District written guidelines, if any. The School acknowledges that accreditation indicators may change over time, but the School District agrees to provide the School with adequate notice of changes and opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §22-7-101et seq.; the Education Reform Act, C.R.S. §22-7-401et seq.; the School Accountability Reporting Act, C.R.S. §22-7-601et seq.; Educational Accreditation Act of 1998, C.R.S. §22-11-101et seq.; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

C. Accountability: The Charter School shall demonstrate a satisfactory level of achievement and continuous progress on the measures of student performance described in **Appendix 2**.

D. Annual Report. In accordance with the Act, the District shall annually review the Charter School's performance, which shall include at a minimum the charter school's progress in meeting the goals and objectives identified in **Appendix 2**, and the results of the Charter School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

E. Calendar. The regular school year for each grade level offered at the Charter School shall meet or exceed state law and regulatory requirements for actual hours of teacher- pupil instruction and teacher-pupil contact.

### **ARTICLE 3—FINANCIAL OPERATIONS AND REPORTING**

#### **3.1 Financial Plan:**

A. Budget: The School shall approve a budget for the next fiscal year and shall submit the same to the School District no later than May 1, of each year. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7) and the state-mandated chart of accounts. The School's budget for each fiscal year is kept on file with the District.

B. The School's ending fund balance each fiscal year shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account and ensure that balances maintained in such account are sufficient; however, the School may, at its election agree to allow the School District to maintain its TABOR Reserve account.

3.2 Accounts: All funds of the Charter School shall be deposited or invested only in such bank accounts or other investments as shall comply with all applicable laws, rules and regulations, and the Charter School shall promptly notify the District of all accounts or investments in which Charter School funds will be placed.

#### **3.3 Revenues:**

A. Per Pupil Funding: District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide the Charter School with per pupil funding of 100% of PPR (less automatically withheld funding according to the Act §22-30.5-112. of 5% of PPR to cover the actual amount of the School's per pupil share of the actual central administrative costs of the District), less deductions for purchased services as agreed to as provided in Section 7.e. below. 95% of PPR shall be multiplied by the number of FTE enrolled in the School; provided, however, that in accordance with C.R.S. §22-54-130, the School shall receive 0.58 per student funding for all kindergarten students. Commencing on July 1 of each fiscal year of this Contract, per pupil revenue funding as described herein shall be disbursed to the School in annual appropriation and upon the District's receipt of the funding. Payments through November funding shall be based on the School's enrollment projections submitted from registration information. Funding will be adjusted in December and subsequent months of each fiscal year based in the final October 1 count at the School and adjusted per pupil funding as determined by the Department. The School District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within ninety (90) days after the end of the fiscal year as required by law.

B. 2014 Mill Levy: School District shall additionally provide the School with its proportional amount of the 2014 mill levy override funds as determined on a pro rata basis (mill levy override revenue divided by the total number of students attending schools in the School District (including MCS students) multiplied by the number of MCS students). Such mill levy funds will be used exclusively for voter approved purposes.

C. Capital Expenses: MCS shall be responsible for its own capital improvements on an annual basis except as described in paragraph H below.

D. Special Education Funding and Services: The School District will receive all federal and state funds, including but not limited to funds received under the Individuals with Disabilities Education Act, 20 U.S.C. §§1400 et seq. ("IDEA") and the Exceptional Children's Education Act, C.R.S. §§ 22-20-101 et seq. ("ECEA"), and file all special education reports on behalf of the School. The Director of the School will be notified within 10 days of receipt of the funds as to the amount allocated to the School, based

upon the number of students in each category who qualify for funds. On June 15 of each year, funds allocated to the School in excess of the cost of services rendered by or contracted for by the District will be paid to the School to be applied and used for providing programs, services, and facilities to serve students with disabilities. If services needed in a particular year for students enrolled at the school with special needs are estimated to be in excess of the funds received under such funding sources, the School District shall notify the School and the School shall be given an opportunity to look at other available means to provide such services other than through the School District, and if the School elects to proceed with School District services an itemized bill will be sent to the School for payment, and payment must be received by August 30 of the year the bill is submitted. It is the intent of this Contract that the School be responsible for the total cost of services rendered for the Special Education Students enrolled in the School. Services rendered by the School District will include, but will not be limited to: Special Education instructional staff, Occupational Training services, Physical Therapist services, Speech Language services, Psychologist services, and Hard of Hearing services. The School District shall provide to the School no later than June 1 each year a schedule of the rates at which such services shall be provided to the School for the next fiscal year. In accordance with C.R.S. §22-54-112(3)(c), within ninety (90) days after the end of each fiscal year, the School District shall provide the School an itemized accounting of all the actual special education costs that the School District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the School District imposed for such fiscal year.

E. Small Attendance Center Grant: As administrative overhead will be withheld from per pupil funding as described in Section 3.3.A. above, the entire small attendance center grant will be passed through the District to the School.

F. Grants and Categorical Funding: Except as otherwise provided in this Contract, grants and federal and state categorical funding received by the School District, including but not limited to Elementary and Secondary Education Act (ESEA) funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the School District for which eligible students enrolled in the School District shall include students enrolled in the School, shall be distributed to the School on a pro rata basis, based upon the total funds received, divided by total eligible students the School District and multiplied by the number of such qualifying students enrolled at the School. Title I monies shall be distributed by the District on a per pupil revenue basis after need is established utilizing the Family Economic Data Survey or Free and Reduced Lunch Application, if the Title I application allows. School District shall provide School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding. The School District shall provide to the School the School's proportionate share of applicable state categorical aid in annual appropriation and upon the District's receipt of the funding received by the School District for which the School is eligible (including but not limited to, At-Risk, English Language Proficiency, Gifted and Talented, or transportation funding).

G. Meals: The School District will make available any funds on a pro rata basis in order to help defray the expense of providing meals to students qualifying for free and reduced lunch, provided MCS is participating in the National School Lunch Program through the School District.

H. Future Bond or Mill Levy Revenues: In accordance with Colorado law, the School District shall allow for at least one charter school representative on any committee established by the School District to assess capital funding through bonds and mill levy needs and shall notify charter schools in the School District of the meeting schedule for such committee(s). In the event that the School District hereafter considers an election issue for bonded indebtedness or to authorize additional local revenues (such as a mill levy), the School District shall invite the School to participate in discussions regarding the possible submission of such questions at the earliest possible time, and shall notify the School no later than June 1 of the applicable election year if the School District intends to pursue such election(s).

(i) The School may ask the School District to include the capital construction needs of the School in such question, and if the School District determines not to include the same the School

may request the School District to separately submit a question for the voters that includes capital construction needs of the School to the extent provided by law.

(ii) For any future mill levy measure approved by District voters, the School District shall pay to the School its proportionate share of the Mill Levy Override Funds based upon actual enrolled students in the School from time to time, unless the purpose(s) identified in such ballot measure is/are inapplicable to the School. The School agrees to use any mill levy override funds shared pursuant to this paragraph exclusively for those purposes approved by voters. Funds shall be made available to the School on the same schedule that they are made available to other schools of the School District. The additional local revenues that the School receives as a result of inclusion in a School District ballot question shall be in addition to, and not replacement of, the moneys the School receives from the School District.

### **3.4 Obligations of School:**

A. Transportation: The School owns its school buses and is receiving revenue through pro-rata share of the 2014 Mill Levy Override to maintain the current buses and save for future bus purchases. The School is responsible to pay for all such transportation costs, including, but not limited to, vehicle purchase(s), driver(s), and fuel. MCS will also be responsible for the costs of maintaining, licensing and insuring the fleet and providing drug/alcohol testing of its driver(s) if required by law; provided, however, that the School District shall provide staff training and maintenance for vehicles at the Gunnison Bus Barn during the normal work hours without charge to the School, so long as School transports its vehicles and staff to such facility at MCS' sole expense. Prior to each school year, MCS shall bring all of its buses to the Gunnison Bus Barn for annual inspection. If the School District's transportation staff travel to Marble for bus maintenance at MCS' request, the costs of their travel time and labor, travel expenses and any parts supplied will be invoiced to MCS, and MCS will pay such invoices upon receipt. GWSD will file the CDE-40 Public School Transportation Fund Reimbursement Claim and reimburse the School for an average per mile charge to be reasonable determined annually by the GWSD business manager based upon reimbursement rates typical throughout rural districts in the state.

#### **B. Annual Audit:**

i. The Charter School shall maintain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations, and agrees to make such records available to the District upon request. During the term of this Agreement, the Charter School shall conduct an annual audit as required by law, which audit shall include a thorough review of its internal controls and processes, with detailed recommendations for any improvements or changes needed. The District may require that: (i) the Charter School's auditors render a separate audit opinion directly to the District and/or the District's auditors regarding the Charter School, or (ii) the District auditors conduct such additional audit of the Charter School as may be necessary for the District auditors to render a financial report on the District. The District and the Charter School shall cooperate in good faith to determine the audit approach that most efficiently meets the reporting needs of both parties. The Charter School's annual audit shall be conducted by a licensed auditor from CDE's approved list. The District may request that the Charter School use the same auditor as the District. The results of any audit of the Charter School shall be provided to the District in written form at such time as may be reasonably requested by the District in order to comply with statutory time limits required for audits of the District. MCS shall also provide the District with their audited accounts annually to be included in the Finance Data Pipeline Submission, in a coordinated effort, in order to be monitored by CDE. MCS shall be subject to an annual review as a result of this audit, by the District and/or CDE.

The results of the audit shall be published and posted as required by law. Any cost associated with the audit of the Charter School or the inclusion of the Charter School within the District's financial audit shall be borne by the Charter School.



ii. The Charter School shall prepare the necessary financial statements and workpapers for audit. The Charter School shall complete and submit to the District the audit work and final financial statements by November 30 of the year following the fiscal year to be audited.

iii. Upon completion of the Charter School audit, the Charter School shall submit the audited information in CDE's required format to permit the District to meet its reporting obligations to CDE. CDE requires the submission of financial data for all school districts and charter schools in accordance with the Financial Policies & Procedures. The District is required to incorporate these account numbers, along with the fiscal year-end balance to the CDE upon completion of the audit.

iv. The Charter School shall provide its financial statements in the financial reporting format required by the Governmental Accounting Standards Board's pronouncements applicable for the fiscal year reported, and all such financial statements shall conform to Generally Accepted Accounting Principles (GAAP). Any costs associated with such statements shall be paid by the Charter School.

C. Technology Infrastructure: MCS shall purchase and maintain the technology infrastructure in the School. The School District Technology Department will be available for in person (at School District offices) or phone consultation and online help and diagnostic consultation at no cost to the School. If the School District Technology Department staff is required to visit the School for maintenance or repairs, the School will be responsible for the time, materials, equipment costs and the costs of travel, at reasonable rates established by the District and provided to the School in writing in advance. If equipment is brought to the District maintenance department for repair, the costs of the repairs will be charged to the School.

**3.5 Site and Facility:** The Charter School shall be operated upon property and improvements located entirely within the District's boundaries (collectively, the "Site"). The current Site for the operations of the Charter School is located at 418 West Main Street in Marble, Colorado. The Charter School shall be responsible for the construction, renovation and maintenance of any facilities located on the Site, whether owned or leased by it. Upon request, the School shall provide the District with a copy of the lease, deed, or other facility agreement granting the School the right to use the same. The School has or shall comply with C.R.S. §22-32-124 with respect to any Site, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to the Site and any such facilities thereon for purposes of inspecting the same for safety, security, and compliance with applicable laws and District policies relating to facilities that are not otherwise waived. The Charter School shall not be in monetary or other material default under any lease or other financial obligation secured by the Site. The Charter School shall use and maintain any Site in accordance with all applicable federal, state and local laws, rules, and regulations and District policies, except to the extent expressly waived, including, without limitation, District policies that directly protect the safety and welfare of employees and students. The Charter School agrees to provide the District, within three business days of receipt by the Charter School, a copy of all correspondence relating to the Site to the extent such correspondence is related to student or staff health or safety, or violation of applicable law regarding the same. If the GWSD Maintenance Department staff is required to visit the School for maintenance, including the startup and shut down of the building, the School will be responsible for time and repairs including costs of travel, at reasonable rates established by the District and provided to the School in writing in advance.

**3.6 Purchased Goods and Services:** The School may negotiate and contract with a school district, the governing body of a state college or university, a school food authority, or any third party for the use, operation and maintenance of its school building and grounds or the provision of any product, goods, service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein. The School may purchase services from the School District on the terms set forth below.

A. Costs and available services and materials shall be predetermined each fiscal year this Contract is in effect, and the School District shall provide to School a list of the services available for

purchase and the rates for the same in sufficient time for the School to make elections of desired services as part of its budgeting process. The services provided by the School District shall during the Term of this Contract include those items listed above but not limited to.

B. All costs for purchased services provide by the School District for a given fiscal year shall be reconciled to the actual cost of such services within ninety (90) days after the end of the fiscal year as required by C.R.S. §22-30.5-112(2) (a.4)(11), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party. Payment must be made by the owing party within 60 days of notice of calculation by the School District. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself.

C. Purchasing Discounts: The School may take part in cooperative purchasing discounts and/or promotions made available to other School District schools or by third-party contracting organizations providing discounts or benefits to the School District or School District employees.

### **3.7 Miscellaneous Economic Provisions.**

A. 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 Board policy unless a waiver is requested by the Charter School and granted by the Board. However, this paragraph shall not apply to professional services, or services provided by volunteer labor.

B. Funding Disbursement Procedures. Provided it has reasonable cause to do so, the District may elect to implement reasonable “funding disbursement procedures” with respect to any loan disbursements, per student funding or other payments due from the District to the Charter School under this Agreement. The funding disbursement procedures may apply with respect to particular payments or all payments, and may be terminated and re-instituted from time to time. The funding disbursement procedures shall be such procedures as may be developed by the District from time to time, consistent with the following general principles: (i) the funding disbursement procedures may be similar to construction loan disbursement procedures used by construction lenders, (ii) the Charter School shall be required to submit written payment requests with supporting documentation showing the manner in which the funds will be spent in accordance with an approved Budget, (iii) the District may elect to make payments directly to third party providers of goods and services, and (iv) the District shall make prompt, timely payments to proper payees within a reasonable period of time after receiving the written request for disbursement. The parties acknowledge that it is their intention that these procedures would be implemented by the District only as a last resort after other efforts to resolve the problems have not been successful.

C. Restrictions on Ownership of Assets, Grants and Donations. The Charter School shall use its best efforts to cause all material assets used by the Charter School in its educational program to be owned in the name of MCS unless not feasible for financing purposes because of the requirements of TABOR (as defined in Subparagraph 4.11 G.). If the Charter School elects to lease, finance or otherwise contract for any significant asset used in connection with its educational program, the Charter School shall use its best efforts to obtain rights of first refusal, purchase options, and/or cure rights, etc. for the benefit of both

the Charter School and the District which protect the continued integrity of the MCS educational program. Except with the District’s prior written consent, which shall not be unreasonably withheld, MCS shall not enter into or execute any lease, contract, grant, donation, or other arrangement that contains terms or restrictions which hinder or impair the District’s ability to accept or receive an assignment of such arrangement from the Charter School, Unless otherwise expressly provided by a donor or grantor in connection with the making of a gift, grant, or other donation, the parties agree that all gifts, grants and other donations to the Charter School shall be presumed to be without any restriction hindering return of such donation to the District upon termination and dissolution of the Charter School pursuant to Article 5 of this Agreement.

D. Compliance with TABOR and Other Legal Requirements. The Charter School shall comply with the provisions of Article X, Paragraph 20, Paragraph 4(b) of the Colorado Constitution (“TABOR”) and all other applicable laws and regulations regarding financial matters. MCS shall not have any power or authority to enter into any agreement or make any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation unless MCS has adequate cash reserves pledged irrevocably and held for payments of such debt or obligation in all future fiscal years. The parties acknowledge that it is their intention that the Charter School shall be treated as a separate entity from the District for purposes of applying these provisions. Nevertheless; to the extent that the District reasonably determines that the District’s compliance with TABOR or other financial laws and regulations may be affected by the Charter School or this Agreement, the Charter School shall work cooperatively with the District to mitigate any resulting adverse impact to the District. If the District reasonably determines that TABOR requires the Charter School to maintain an emergency reserve, the District may require that the Charter School maintain an emergency reserve in accordance with the terms of TABOR.

### **3.8 Reporting and Review Requirements.**

A. Planning Process. Unless specifically waived by the State Board, the Charter School shall comply with all requirements of state law for a goal setting and planning process, including, without limitation, the establishment of annual goals and objectives, the establishment of a Unified Improvement Plan (UIP), the creation and involvement of an accountability committee, and publication of an annual report to the public to be presented at a District School Board meeting. The Charter School’s accountability committee (“SAC”) shall report to the District’s Accountability Committee (“DAC”) to the same extent and in the same format as other District schools.

B. Financial Reporting. The Charter School shall promptly provide any reports to the District, as necessary, to permit the District to meet its reporting obligations to the CDE. The Charter School shall comply with the requirements of the Financial Transparency Act by either posting required information on its own website or providing such information on a timely basis to the District for posting on the District’s website.

#### **C. Annual Reports.**

(i) The Charter School shall provide the District with a Unified Improvement Plan in a form in compliance with applicable law. The UIP for each school year shall be submitted to the District’s Director of Assessment on or before the date such plans are due in accordance with applicable CDE rules and regulations.

(ii) Upon request by the District, the Charter School shall, within sixty (60) days following MCS’ last student contact day of each Contract Year, submit a written annual report to the Board summarizing, in a format reasonably acceptable to the District, the current status of all facets of its operations to include, but not be limited to, the Charter School’s finances and programs. To the extent requested by the District, the Charter School shall present the contents of its report at a regular or special meeting of the Board.

D. Format. All reports to be made by the Charter School to the District under the terms of this Agreement shall include such data and shall be in such format as may be reasonably requested by the District from time to time and shall be consistent with any applicable requirements as may be established by CDE or otherwise under applicable law.

E. Third Party Administrative Audit. If the District has reasonably good faith concerns regarding the operation of the Charter School, the District may initiate a third-party audit of the finances and operation of the Charter School by giving written notice to the Charter School. Such an audit shall be initiated no more often than twice during the term of this Agreement. The audit shall be conducted by a qualified, independent third party, agreed upon by the District and the Charter School, or if the parties are unable to agree within 14 days, by a party selected by CDE. The audit shall conclude in a written report to the District and the Charter School indicating the status of the Charter School’s compliance with laws,

rules, policies, and sound educational practices, except to the extent such laws, rules, and policies may have been waived.

**3.9 Information and Inspection Rights.** Upon reasonable request by the District and in all events upon termination of this Agreement, the Charter School shall promptly provide information to the District and shall promptly give the District access to the Charter School's facilities, assets, books and other records, as may be necessary for the District to audit the finances of the Charter School or otherwise to monitor compliance with this Agreement.

**3.10 Right of Setoff.** The District may deduct and setoff against any payment due from the District to the Charter School hereunder any amount due from the Charter School to the District under this Agreement, any other agreement or otherwise.

**3.11 General Limitations on District and Charter School Obligations.** Any financial commitment of the District arising out of this Agreement is subject to annual appropriation by the Board. This Agreement is not intended to create a multiple fiscal year debt or other obligation, and the District's obligations hereunder shall be construed so as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, Paragraph 20 of the Colorado Constitution. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding MCS or for providing services described herein for the entire term of this Agreement. Additionally, any financial obligations on the part of the Charter School arising under this Agreement are subject to annual appropriation by MCS, and the Charter School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Agreement for any subsequent fiscal year during the term of this Agreement.

## **ARTICLE 4—ORGANIZATION AND POWERS**

### **4.1. Governance and Operation:**

A. Nonreligious, Nonsectarian Status: The School agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization.

B. Commitment to Nondiscrimination: The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of disability, age, race, color, creed, sex, sexual orientation, national origin, religion, ancestry, or need for special education services.

C. Accountability: The School shall operate under the auspices of, and accountability to, the District and subject to all Board approved policies and regulations unless specifically waived.

D. Open Meetings Law: The School acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. 24-6-401 et seq., and that it will comply with the provisions of such law in connection with all of its activities.

#### **E. Entity and Governance Structure:**

(i) The Charter School shall be incorporated as Marble Charter School, Inc., a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation in accordance with applicable law and its Articles of Incorporation and Bylaws. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq., and purposes ancillary thereto and in support thereof.

(ii) The School shall maintain its status as a non-profit corporation. The Articles of Incorporation and

Bylaws of the School will provide for governance of the operation of the School by a governing board, in a manner consistent with this Contract and applicable state and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as **Appendix 6**. The School shall provide copies to the School District of any material modification to the Articles of Incorporation or the Bylaws. Upon any dissolution of the School entity, if this Contract or a renewal thereof is in effect, the distribution of assets shall be governed by Subsection m. below.

F. **Operational Powers:** Subject to the terms of this Contract and applicable law, the School shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by the School consistent with law. The School shall have authority independently to exercise the following powers (including such other powers as provided for elsewhere in this Contract and in the Act or the Nonprofit Act, to the extent consistent with this Contract): contract for goods and services; prepare a budget; select supervise and evaluate personnel and determine their compensation and terms of employment; termination of personnel; procure insurance; purchase, finance or lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; adopt bylaws and policies consistent with the terms of this Contract; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract. The School shall furnish to the District Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program, within 30 days following adoption of such policies by the Charter Board.

G. **Waivers:** The School has been granted certain waivers from the State Board of state law, and by the School District of District policies requested. Those waivers granted as of the date of this Contract and the conditions therefore are set forth in Appendix 7 are hereby incorporated into this Contract. Additional waivers may be granted as described in Section 10.b.(i) below.

## **ARTICLE 5—TERM AND TERMINATION**

**5.1 Term:** The Charter and this Contract are effective for a term extending from the effective date until June 30, 2023. Each fiscal year period beginning July 1 and ending each June 30 during the term of this Agreement shall be considered a “Contract Year,” but the first Contract Year shall be shortened so as to commence on the Effective Date of this Contract, and end on June 30, 2019. Renewal of this Agreement and the charter granted hereby may be sought by MCS in accordance with the Act, The Charter may be renewed for additional five or more-year periods upon application for renewal as provided by law.

### **5.2 Termination.**

A. **Charter School Termination Rights.** This Agreement may be terminated by the Charter School prior to the end of its term only with the written approval of the Board.

B. **Termination by the District.** This Agreement may, subject to the provisions of Subparagraph 8.3 D. below, be terminated, and the charter granted herein revoked, by the Board by written notice to MCS at any time for any one or more of the following reasons:

- 1) if the Board determines that the Charter School or MCS Board committed a material violation of any of the conditions, standards, or procedures set forth in the Application;
- 2) if the Board determines that the Charter School or the MCS Board failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in Exhibit A, this Agreement, the Accreditation process or in the event the Charter School is non-accredited by CDE;

3) if the Board determines that the Charter School or the MCS Board failed to meet generally accepted standards of fiscal management;

4) if the Board determines that the Charter School violated any provision of law from which the Charter School was not specifically exempted;

5) if any other grounds exist for termination of a Charter School as may be now or subsequently provided in C.R.S. §§ 22-30.5-110(3) and (4) or other applicable law;

6) if the Charter School otherwise materially breaches any of the terms and conditions of this Agreement;

7) if the Charter School ceases operations for any reason, or if the nonprofit corporation established pursuant to Paragraph 2.1(E) above is finally dissolved or becomes insolvent, or shall make a transfer in fraud or creditors, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for all or substantially all of the assets of the Charter School.

8) if MCS is unable to occupy or possess the Site or its right to do so expires or is abandoned or terminated, and the Board determines that MCS has failed to secure a suitable temporary or permanent alternative site for the Charter School.

9) if the Charter School incurs a Budget Revenue Shortfall, and the District reasonably determines that the Budget Revenue Shortfall will have a material adverse effect on the Charter School's educational program.

C. Other Termination Procedures. Notwithstanding the foregoing, each party shall use their good faith best efforts to avoid a termination of the Agreement which becomes effective during the middle of a school year, or while the Charter School is timely pursuing any first appeal to the State Board of Education, because of the potential for disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either party prior to the end of the term specified above, the termination shall not be effective until the date of the last to occur of the following events, but in no event shall such termination date occur more than 180 days following the date written notice of termination is given:

1) The issuance of a final decision by the State Board in connection with a first appeal to such body that is either pending at the time the notice of termination is given or that is timely filed to challenge such termination.

2) The end of the school year in progress at the time the notice of termination is given.

In the event of a termination of this Agreement for any reason, each party agrees to cooperate in good faith to provide reasonable assistance to the other party in the transition of the Charter School educational program back to the District for a period of up to ninety (90) days after the effective date of the termination. The District's protective rights under paragraph E, below, may be exercised during any period in which the effective date of termination is being deferred or delayed pursuant to this subparagraph.

D. Charter School Cure Rights. The District shall give the Charter School advance written notice of any breach of this Agreement or other grounds for termination, and shall give MCS at least thirty (30) days to cure the breach or otherwise remediate the grounds for termination or reach an agreement with the

District regarding a plan of cure or remediation within such time frame and to commence to cure the same and work diligently to do so, if such breach requires more than 30 days to cure. If the breach or other grounds for termination is not cured or remediated within the time period specified by the District in the notice of breach or plan of cure or remediation, then the District may terminate the Agreement in accordance with the applicable subparagraph of Paragraph 5.2 B. This Paragraph shall not apply if the Board reasonably determines that termination without opportunity for cure is necessary to protect the health, welfare or safety of students, staff or the public, or to protect the District from significant additional financial risk or liability.

**E. Protective Rights in Connection with Charter School Breach.**

1) During the period after the District gives the Charter School written notice of a termination or a material breach, in addition to any other rights of the District in this Agreement, the District shall also have the following additional right and power to (i) require the Charter School to promptly take such actions as may be necessary to freeze bank accounts and other assets of the Charter School and/or to require District approval of any expenditure or disposition of assets; and (ii) receive full and complete access to all Charter School records, data and information.

2) Further, in the event of a material breach of this Agreement by MCS, the District may, but shall not be required to, take immediate control of the Charter School and exercise any portion or all power and authority of the MCS Board for such period of time as may be necessary to protect and preserve the property rights and assets of the District or the Charter School or assure the health, safety and welfare of students, staff and others involved with the Charter School. These additional rights of the District shall continue during the pendency of any dispute resolution process with respect to the breach.

3) The parties acknowledge that the District's rights to take control of the Charter School under the preceding paragraph shall be in addition to the District's right to seek relief under Charter School Emergency Powers Act, section 22-30.5-701 et seq., C.R.S. ("CSEPA") as provided in Paragraph 8.7 below, and shall be construed to grant the District only that authority to exercise emergency powers that is consistent with CSEPA, and shall not authorize or permit the District to take any action that a fiduciary would not be authorized or permitted to take pursuant to a temporary or preliminary order issued pursuant to CSEPA. The parties further acknowledge and agree that such rights may be exercised by the District only as a last resort when lesser measures to resolve the problems are not practicable or have not been successful. Further, the parties agree that the primary objective of the exercise of these additional rights would be to ensure the safety and stability of the Charter School and its educational program for the benefit of all.

4) Further, if the District elects to implement these rights, upon request by the Charter School the Board shall meet no later than one week after such request to review the appropriateness of such action. These additional rights of the District shall continue during the pendency of any dispute resolution process with respect to the breach.

**5.3 Termination and Dissolution.**

A. If this Agreement is terminated and/or the Charter School is dissolved for any reason, all unexpended funds, supplies, textbooks, media resources, equipment, and other assets owned by the Charter School shall be promptly transferred to the District without charge except that:

1) The Charter School shall first be permitted to apply any remaining assets of the Charter School to the valid outstanding debts and obligations of the Charter School; provided that prior to disposition of any such assets the Charter School shall first offer the District a first right of refusal to purchase or rent such assets at a fair market or rental value determined pursuant to

the agreement of the parties, or if they cannot agree, at the value determined pursuant to the dispute resolution procedures described herein.

2) The District expressly acknowledges that its right to receive a return of such assets shall be subject to any rights or restrictions of vendors, grantors or donors of such assets to the Charter School, and to the valid liens or security interests held by third parties in such assets. Unless a donor or grantor specifically provides otherwise in writing that the gift or donation shall be returned upon termination of the Charter School, all gifts, donations and grants shall be assumed to be made to the Charter School and shall be included among the assets returned to the District upon termination of this Agreement.

3) The District shall not be required to accept the transfer of any asset back to the District that the District determines is not in the best interests of the District. Should the District decline to accept any assets of the Charter School, they shall, in accordance with the Articles, be transferred to another charter school, or to another entity that is qualified as tax-exempt pursuant to Section 501(c)(3) of the Internal Revenue Code.

**5.4 Windup of Charter School:** If the Charter School should cease operations for whatever reason, including the non-renewal or revocation of the Charter, the District may at its option elect to, but shall not be required to, supervise or conduct directly the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this Agreement. The District's authority in connection with the winding up of the Charter School shall include, without limitation, the power to direct payment of the expenses and liabilities of the Charter School out of the remaining assets of the Charter School, the power to sell, transfer, or otherwise dispose of the assets of the Charter School (subject, however to the rights of creditors as provided by law, if any), and to apply any proceeds therefrom to the expenses and liabilities of the Charter School, and the power to return any remaining assets of the Charter School to the District, subject to the restrictions of this Paragraph 8.5. The District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by MCS 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 MCS shall be returned to the District, unless the District elects not to accept them.

**5.5 All Available Remedies.** Except as expressly otherwise provided in this Agreement, each party shall be liable to the other party for any remedies available in law or in equity on account of any material breach of the provisions of this Agreement.

**5.6 Emergency Powers.** Notwithstanding any other provision of this Agreement, and regardless of whether the Charter School has breached this Agreement, if at any time during the operation of the Charter School the District determines, in its sole but reasonable discretion, that an emergency has arisen that presents a significant threat to the health or safety of the students, staff, or other individuals involved with the Charter School, or that presents a significant threat to substantial property rights of the District or to the Charter School's solvency, the District may, but shall not be required to, apply to the state commissioner of education for an order placing certain MCS functions or management organization under external control or for an order of reorganization pursuant to the Charter School Emergency Powers Act, section 22-30.5-701 et seq., C.R.S.

**5.7 District Violations of Law or this Agreement.** If the Charter School believes that the District has violated any provision of this Agreement or applicable law, the Charter School may initiate dispute resolution procedures in accordance with Article 5.5 below, or the dispute resolution procedures set forth in the Act, whichever is applicable.



## ARTICLE 5.5 —DISPUTE RESOLUTION

**5.5.1 Mandatory Mediation.** In the event any dispute arises between the District and the Charter School concerning this Agreement which is not governed by §22-30.5-107.5 or 108, C.R.S., such dispute shall first be submitted to the Superintendent of the District or his/her designee for review. Thereafter, representatives of the District and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within 30 days of written notice of the dispute, the parties shall engage in non-binding mediation in Grand Junction, Colorado before a neutral mediator selected by agreement of the parties. The mediation shall be scheduled and concluded within sixty (60) days of selection of the mediator. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. The cost of the mediation, including the fees of the mediator, shall be split equally between the parties. If at the conclusion of the mediation the dispute is not resolved, either party may then pursue such additional remedies as may be provided by law. The mediator shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.

**5.5.2 Jurisdiction and Venue.** No court shall have subject matter jurisdiction over any claim to which Paragraph 5.5.1 applies until and unless the parties have first participated in mediation as provided in said paragraph, and the mediator certifies in writing that the parties are unable to resolve the dispute by mediation. In the event any claim or dispute concerning this Agreement is attempted to be resolved in any court by either party, the venue of such matter shall only be in Gunnison County, Colorado.

## ARTICLE 6—EMPLOYMENT MATTERS

**6.1 Hiring of Personnel:** All persons who perform services for the School shall be considered "at-will" employees, contractors or volunteers of the School and shall be considered employees, of the School District. The School may select its personnel directly without prior authorization from the District Board or other District personnel, subject to compliance with all applicable federal and state rules and regulations, including without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board or other proper authority. The School shall inform the School District's Superintendent or designee of all personnel selected. The School may terminate the employment of any personnel so long as such termination is otherwise permitted by law. Staff salaries are determined by the Charter Board and the School's director based on budgetary constraints and the School's policies in place from time to time.

**6.2 Employee Compensation, Evaluation and Discipline:** The School District agrees to waive all District Board approved policies and regulations concerning the compensation, evaluation, promotion, discipline and termination of the employment of employees, as they apply to the School, subject to compliance with all applicable state laws, rules and regulations, unless specific waivers are obtained from the State Board. This waiver is conditional upon the Charter School complying with the alternative employment policies and procedures set forth in the MCS Employee Policy Manual or such other alternative employment procedures as may be agreed upon between the District and the Charter School in writing. The Charter School may amend or supplement its employment policies and procedures, provided that such amended or supplemental policies and procedures are in compliance with federal and state law and are in accord with the terms and conditions of this Agreement. MCS shall provide the District with a reasonable opportunity to review and comment upon any proposed addition or amendment to the Charter School's employment policies and procedures prior to the adoption or implementation of such additions or amendments by the MCS Board.

(i) The Charter Board shall be responsible for evaluating the performance of the School's Director(s) on an annual basis at least annually in accordance with C.R.S. §22-9-106, unless waived. The written results of such evaluations and the evaluation reports shall be submitted to the District Board on or before July

1st of each year to ensure compliance with applicable law.

(ii) The School may amend or supplement its own written policies, so long as such amended or supplemental policies are in compliance with federal and state law and in accord with this Agreement, concerning the recruitment, promotion, discipline and termination of personnel, methods for evaluating performance of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived,; and a plan for resolving employee-related problems, including complaint and grievance procedures; provided, however, the existence of such policies or procedures or other action of the Charter Board, shall not change the "at-will" nature of the employment relationship of employees of the School.

**6.3 Payroll:** Employees shall be paid through the payroll department of the School District using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments as contained in applicable Board approved policies and regulations (reference Schedule 1), unless otherwise waived and replaced by the School with its own applicable policies.

**6.4 Benefits:** Employees of the School shall be entitled to receive the benefits that are provided through the School District (reference Schedule 2). Unless otherwise agreed in writing, all benefit programs will be handled and administered by the School District for the School consistent with the procedures utilized by the School District's Business Services Department.

**6.5 PERA Membership:** All School employees shall be members of the Public Employees Retirement Association ("PERA") and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.

**6.6 Equal Opportunity Employer:** The School affirms that it shall not discriminate against any individual on the basis of race, creed, color, sex, sexual orientation, national origin, religion, ancestry, age, marital status, disability, or other classification protected by law in its recruitment, selection, training, utilization, termination or other employment-related activities.

**6.7 Employee Welfare and Safety:** The School shall comply with all District Board approved policies, and applicable federal and state laws, concerning employee welfare, safety and health issues, including, without limitation, the requirement of federal law for a drug free workplace.

**6.8 Employee Records:** The School shall comply with all Board approved policies, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law 24-72-204 et seq.

**6.9 Employee Conflicts of Interest:** All School employees shall comply with the District Board's policy and regulation unless otherwise waived with the School providing a replacement policy), and applicable state law, concerning employee actual and potential conflicts of interest.

**6.10 Staff Development:** The School staff shall be notified of and may participate in School District staff development and curriculum alignment activities and programs on the same basis as staff employed by the School District (where a fee is required for District staff, such fee shall be paid by the School). The District will provide access to trainings and professional development to School staff on the same basis as staff employed by the School District for compliance with IDEA, RTI, 504, gifted and exceptional, and other special education needs.

## **ARTICLE 7—RISK MANAGEMENT**

**7.1. General.** To the extent possible, the Charter School shall be organized and operated in such a manner as to eliminate any liability to the District for the actions and activities of the Charter School or its directors, officers, agents and employees.

## **7.2 Insurance.**

A. The Charter School shall inform the District's business manager of all risk related activities. 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 applicable insurance policies. Regardless of whether the Charter School is insured through the District, the Charter School shall give the District prompt written notice of each legal claim made against the Charter School. Similarly, the District shall promptly notify the Charter School in writing of any claim against the Charter School or the District arising out of or relating to the Charter School and shall cooperate fully with the Charter School in the defense of any claims. Neither the Charter School nor the District shall compromise, settle, negotiate or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other party without the approval of the other party.

B. Without the District's written approval: (i) the Charter School shall neither compromise, settle, negotiate or otherwise affect any disposition of potential claims asserted against it, to the extent such claims are insured by or through the District; and (ii) the Charter School shall not compromise or settle a claim with respect to which either the District has a right to approve settlements or with respect to which the Charter School has failed to properly notify the District of the claim.

C. Except as expressly provided herein, the Charter School shall be responsible for its own insurance. The Charter School shall obtain and keep in force during the term of this Agreement, for the protection of the District and the Charter School and their respective officers, directors, employees, student teachers and volunteers, insurance adequate to cover all operations of the Charter School. Unless otherwise agreed by the District, the types and amounts of coverage shall be comparable to the coverage maintained by the District, and shall include, without limitation, general liability insurance coverage in at least the amount of \$2 million general liability for bodily injury (comprehensive form); \$1 million general liability for property damage (broad form including comprehensive crime coverage); employer's liability and workers' compensation insurance; public school employees' blanket bond; and school leaders' errors and omissions in at least the amount of \$1 million per occurrence and \$3 million aggregate. Further, if reasonably requested by the District, the Charter School shall also purchase and maintain international travel liability; field trip and high-risk accident insurance; motor vehicle and bus liability; and individual public official bonds.

D. The District may impose such other reasonable insurance requirements on the insurance coverage for the Charter School from time to time as may be necessary to avoid a material adverse impact on the insurance coverage for the District resulting from the Charter School but shall provide at least ninety (90) days' prior notice before implementing such new insurance requirements unless required by law to be implemented sooner. All insurance obtained by the Charter School shall be issued by an insurance carrier or insurer authorized to do business in the State of Colorado with a rating of A- or better in Best's Insurance Guide (latest edition), or have a Best's Financial Rating of at least XV. Unless otherwise expressly provided herein or as may be agreed in writing by the District, all Charter School insurance coverage shall be primary insurance, with standard level deductibles which are outside the policy limits. Any significant deductibles in the insurance maintained by the Charter School must be approved by the District. The insurance maintained by the Charter School shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty days prior written notice to the District. If applicable, the Charter School shall furnish the District with certified copies of the Charter School's insurance which name the District as additional insured and which demonstrate compliance with this Agreement. The Charter School acknowledges that a failure to comply with these provisions regarding insurance, including, without limitation, a cancellation of insurance without replacement thereof, constitutes grounds upon which the District may elect to terminate this Agreement.

**7.3 Waiver:** Waivers from specific District Board approved policies or regulations and/or state law may be requested by the School by submitting such a request, in writing, to the School District's Superintendent. For waivers other than automatic state waivers, the request shall include the reasons why the School is in

need of or desires the waiver. The Superintendent shall have ten (10) days to review the request and, thereafter, will present the matter before the District Board at its next regular meeting. Waivers of the District Board approved policies and regulations may be granted only to the extent permitted by law. Waiver of District policies shall not be unreasonably withheld or conditioned. In the event the School District policy or regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation the School District agrees to jointly request such a waiver from the State Board, if the School District's Board first approves the request in accordance with C.R.S §22-30.5-105 and State Board rules, which approval shall not be unreasonably withheld or conditioned.

**7.4 Faith and Credit:** The School agrees that it will not extend the faith and credit of the School District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that the School's authority to contract is limited by the same provisions in law that apply to the School District itself, or applicable District Board policies, unless otherwise waived. The School also is limited in its authority to contract by the amount of funds obtained from the School District, as provided hereunder or from other independent sources.

**7.5 Indemnification:** Except as otherwise specifically provided in provisions or plans regarding litigation of special education matters, each party shall be responsible for the negligent or willful action or inaction of its respective employees, officers, directors, subcontractors or agents (collectively, its "representatives"). For this purpose, the District shall not be responsible for the negligent or willful action or inaction of the employees, officers, directors, subcontractors or agents of the Charter School, and the Charter School shall not be responsible for the negligent or willful action or inaction of the employees, officers, directors, subcontractors or agents of the District. Accordingly, to the extent permitted by law, the District agrees to defend, indemnify and hold MCS (and its representatives) harmless from all liability, costs (including, without limitation, reasonable attorneys' fees and court costs) damages, or losses of every kind and character that MCS may sustain to a third party arising out of in connection with any claim or demand on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, that is caused by the District's own negligence or willful action or inaction, or that of its officers, directors, employees, subcontractors or agents, that is related to the operation of the Charter School, and that is not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act. Reciprocally, to the extent permitted by law, MCS agrees to defend, indemnify and hold the District (and its representatives) harmless from all liability, costs (including, without limitation, reasonable attorneys' fees and court costs) damages, or losses of every kind and character that the District may sustain to a third party arising out of in connection with any claim or demand on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, that is caused by MCS's own negligence or willful action or inaction, or that of its officers, directors, employees, subcontractors or agents, that is related to the operation of the Charter School and that is not covered by insurance.

**7.6 Legal Fees:** Except as expressly provided herein, the Charter School shall be responsible for its own legal representation and legal costs. The District shall not be obligated to provide any legal representation to, or to pay any legal costs of, the Charter School, except to the extent expressly provided in connection with insurance coverage provided by the District to the Charter School. If MCS consults or receives legal services from the School District's legal counsel, it shall promptly reimburse the District for all legal fees or costs it incurs with respect to such consultation or services.

A. Notwithstanding the foregoing, if the District has reasonable, good faith concerns regarding the financial exposure to the District for potential or asserted legal claims against the Charter School, or if the District becomes or is made a party to any proceeding or legal action involving the Charter School, the District may elect to provide legal services to the Charter School, including, without limitation, for defense of suits, actions, hearings and appeals. The District and the Charter School shall negotiate in good faith regarding the appropriate sharing of any costs of such services in accordance with the benefits of such services.

B. The Charter School shall fully cooperate with legal counsel for the District in connection with the investigation or defense of any actual or potential legal claim against the Charter School or the District which arises from or is any way related to the operation of the Charter School.

C. To the extent specified in plan or provisions regarding special education, the District shall be responsible for the defense of matters arising from special education and related services provided to Charter School Students eligible for same under the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et. seq.*, the Colorado Exceptional Children's Educational Act, 22-20-101, *et. seq.* C.R.S., and associated state and federal regulations. The Charter School shall cause its administrators and staff members to fully cooperate with the District and its legal counsel in connection with such matters.

7.7 Indemnification by Independent Entities/Governmental Immunity. In the event MCS authorizes, with the District's approval, another person or entity to operate a before and/or after school, pre-school, day care, intersession, extended day kindergarten or other program within MCS's facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the District policies and naming MCS, the District and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold MCS, the District and the property owner harmless from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, and civil rights claims or any other losses of any kind whatsoever that arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Agreement shall be deemed a relinquishment or waiver by the District or MCS of any kind of applicable limitations of liability provided by applicable law.

## **ARTICLE 9—MISCELLANEOUS PROVISIONS**

9.1 Entire Agreement: This Contract, with attachments, contains all terms, condition and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties related thereto, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Contract.

9.2 Amendment: This Contract may only be modified or amended by further written agreement executed by the parties hereto. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

9.3 Notice: Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification or service or acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the School's office, in the case of notice being sent to the School, or to the Office of the Superintendent for notice to the School District.

9.4 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 to any succeeding or other breach.

9.5 No Third-Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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

9.7 Governing Law and Enforceability: This Contract shall be governed and construed according to the constitution and laws of the state of Colorado. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

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

9.9 Counterparts; Signature by Facsimile: This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

MARBLE CHARTER SCHOOL, INC.  
A Colorado nonprofit corporation  
And charter school

By \_\_\_\_\_  
\_\_\_\_\_, President  
Marble Charter School Board of Directors

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Marble Charter School Board of Directors

GUNNISON WATERSHED SCHOOL DISTRICT RE-1J

By \_\_\_\_\_  
\_\_\_\_\_, President  
Gunnison Watershed School District Board of Education

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Gunnison Watershed School District Board of Education

## **Schedule 1**

### **Charter School Contract**

#### **Business Services**

The School District will provide payroll functions for the School similar to those provided for other employees of the School District, including the preparation of W-2s and other reports that are required by the state or federal law to be given to employees or filed with such agencies.

The School shall be responsible for certifying all payroll information to the School District in compliance with timelines that allow for the sequential processing of all employees' data and the preparation of payroll checks consistent with School District requirements.

## **Schedule 2**

### **Charter School Contract**

#### **Employee Benefits**

Employees who are selected by the School and hired by the Board to provide services at the School shall be eligible for health, dental, vision, unemployment, worker's compensation, and life insurance benefits consistent with the same eligibility requirements and benefits made available from time to time for other School District certificated and classified employee groups.

The School will pay or reimburse the School District, through appropriate fund or account transfer, the cost of providing these benefits to each employee serving at the School based upon the pro rata cost attributable to comparable employees at the School District. In the event the School requires payment by or reimbursement from any employees for any benefits provided, the risk of un-collectability shall be borne by the School.

## **Schedule 3**

### **Charter School Contract**

#### **Library Media Services and Educational Materials and Resources**

The School District will make District Library media materials available to the School in the same time manner as for other schools of the School District. Any equipment or materials that are dedicated solely to use by or at the School may be purchased by the School from the School District at cost.

## **Appendix 1**

### **Marble Charter School Mission Statement**

**Mission:** Marble Charter School teaches a growth mindset in a unique and nurturing environment while exceeding state standards.



## **Appendix 2**

### **Goals and Objectives**

These goals and objectives have been developed in response to the state-wide goals and objectives and reflect the mission elements identified for the Marble Charter School.

- I. Goals
  - A. Graduation Rate – Identify any potentially “at risk” students.
  - B. Attendance Rate – Attendance is critical to the success of the student and the establishment of community. The School will strive for consistently high attendance rates. The School will identify and address non-illness related situations that could prevent or hinder regular attendance.
  - C. Student Achievement – The school will meet or exceed District student standards for designated grade levels, together with a program of measurement and reporting. The School also will conform to Roaring Fork School District standards for performance in recognition that the students graduating from the School will in most cases continue their studies in the Roaring Fork School District.
  - D. Parental Involvement – Parental involvement will be required as a method of encouraging home support of educational principles applied at the School and in order to ensure that there is adequate parental oversight of the educational process within the classroom.
- II. Community Involvement – The School intends to stress and nurture a supportive community not only within the classroom, but also through the involvement of community members at the School, and through student outreach into the community.
- III. Objectives
  - A. Graduation Rate – Each student will be taught at their instructional level to help them successfully develop academic skills, as well as the self-esteem and independence necessary for continued educational success. At risk students or students with special needs disabilities will be identified early and appropriate educational support will be provided, if possible, within the school.
  - B. Attendance – The School will achieve an attendance record meeting or exceeding that of the average elementary/middle school students within the District.
  - C. Student Achievement – The School will measure performance by establishing a baseline during the first month of the school year for all students in attendance. The school will administer age appropriate testing during the Fall, Winter, and Spring Benchmark windows in order to monitor each student’s academic progress. This will be supplemented by teacher reviews of the Habits of an MCS Scholar. Special needs children, if any, will be given the opportunity to learn in ways that enable them to meet standards which may be modified to reflect relevant measurements.
  - D. Parental Involvement – Successful implementation of this goal will be measured by parents actively supporting school initiatives and the time

that parents commit to volunteer during the school day and/or during school events.

- E. Community Involvement – The School building will continue to serve as the Marble Historical Museum. It has been donated to the School in recognition of the fact that the building was the original school house, and it serves as an excellent example of a turn of the century educational facility. Community support already has been evidenced by tremendous offers of volunteer labor, assistance with extracurricular activities (art, music, skilled trades, outdoor education, etc.), and in-kind donations (i.e. technology expertise, marble chip collections, snow removal, etc.), in addition the contribution of an excellent historic building and land.

## **Appendix 3**

### **Pupil Performance and Educational Program and Standards**

The governing board have determined that the specific curriculum and educational style should be adapted by the selected teacher to accommodate the teacher's philosophy and training subject to the following parameters:

- Multi-age groupings flexible enough to accommodate the students interests and capabilities, and which encourages peer education.
- Strong core curriculum
- Individualize learning for each student (teach students at their instructional level whether it is below, at, or above the students grade level)
- Review of student's performance with parents at least each semester. Students should participate in evaluations.
- Strong community building practices to encourage the students' self-esteem and sense of place within the community.
- Early introduction of a foreign language.

The School expects to measure its performance against established national and state guidelines, meeting or exceeding the content standards adopted. Non-content focused performance will be monitored by the teacher and parent through observation and appropriate testing.

## **Appendix 4**

### **Marble Charter School Enrollment Policy**

As a public school, Marble Charter School is open to enrollment by any interested student, consistent with state law and subject to the application and enrollment processes below, as well as facility capacity.

As long as the class in which a student wishes to enroll is not at capacity or not expected to be at capacity (defined by the Director as stated below), and given that we are a member school of the Gunnison Watershed School District, and that MCS is the only school in Marble, we will accommodate children that move into the GWSD area up to our current facility & staffing capacity maximum, as established by the MCS Director from time to time.

#### **Application Process:**

1. To apply for enrollment at MCS, a family must:
  - a. Complete a school tour
  - b. Meet with the Director
  - c. Submit Enrollment application
  - d. Provide records from previous school(s) if applicable
  - e. Complete and submit a Family Economic Data Survey, as is consistent with the GWSD economic data collection
2. Applications must be submitted to MCS no later than the deadline stated in the application packet. Each application shall be date and time stamped by the staff in charge of applications/enrollment. Interested families with children not admitted must reapply for enrollment each year.
3. Returning students will receive reenrollment packets by the first week of March each year. Reenrollment forms must be returned to MCS prior to Spring Break in order to confirm a guaranteed spot for the next school year; otherwise, late filing re-enrolling students shall be placed in the application pool described above, on a first-come first serve basis.

#### **Enrollment Process:**

1. Following enrollment of returning students, should the number of applicants exceed the enrollment openings, enrollment will be on a first-come, first-served basis as designated below.
2. The Director shall determine how many openings are available for each multi-age class following the enrollment of returning students. This number shall be determined based upon the following criteria, and the maximum enrollment shall not exceed 20 students per classroom. The MCS ideal classroom enrollment range is 12 – 16 students. Director shall determine the number of openings in order to provide the most effective learning environment possible for all students, using this criterion:
  - a. Measured size of academic range of currently enrolled students in the class
  - b. Availability of additional staffing (aide, Special Services)
  - c. Number of students currently enrolled who require Special Services
3. School enrollment will not exceed 60 FTE, unless approved by the School Director and Marble Charter School board from time to time.

4. An annual waitlist based on the applications received above shall be established per multi-age classroom. [The current configuration is K-2, 3-5, and 6-10.] The following ranked priorities shall be observed for the waitlists:
  - a. Applicants with a sibling currently enrolled at MCS.
  - b. Applicants with at least one parent who is an employee of MCS.
  - c. Applicants who are District residents (residing in Gunnison County).
  - d. Applicants who are not District residents.

If there are more than one applicant in a priority category described above for a spot or spots, applications will be accepted based upon first come/first serve based upon the confirmed date/time stamp on the application.

5. Applicants will be mailed enrollment notification letters and must accept or decline enrollment by the date set forth in the enrollment notification letter; otherwise the spot will be given to the next applicant on the waitlist.
6. The classroom waitlists will be applicable for the current enrollment year only. Applicants must reapply annually. Should space become available in a classroom, the first person on the corresponding waitlist will be contacted. From the date of first contact, 5 business days will be given to receive a call back. If contact is not made within that time, the next person on the waitlist will be contacted.

LEGAL REF.S:

CRS 22-1-102, CRS 22-32-116, CRS 22-33-103, CRS 15-15-104,  
CRS 22-32-113 (1)(c), CRS 22-32-115, CRS 22-52-104 (1)

## **Appendix 5**

### **Evaluation of Pupil Performance and Procedure for Corrective Action**

Each student demonstrates at least a year's academic growth throughout each school year according to state and local district standards. The board will use assessment/test scores, report cards and any other relevant tool available to evaluate this growth. In addition, each student will develop the habits of an MCS Scholar. This will be evaluated on their progress and shown on their report cards. The habits of an MCS Scholar are:

- A. Academic Integrity
- B. Social Integrity
- C. Effective Communicator
- D. Problem Solver
- E. Creative & Intuitive Learner

The above-mentioned tools will be used to develop modifications and enhancements within each classroom and to the school as a whole as necessary. Students will be encouraged to participate in their own assessment of performance.

- I. Evaluation Plan – As a standardized measurement, the school will administer age appropriate testing at the inception of the school year and to newly enrolled students in order to establish a baseline. Each spring students will take standardized tests to show at least a year's academic growth in those academic areas tested. A comparative analysis of the testing against baseline will serve as one measure of the School's effectiveness. In conformance with Colorado Statewide testing, the School will participate as requested and intends to meet or exceed District guidelines. The scores also will be available for review by the School Board, in summary form in order to help evaluate teacher performance.
- II. Corrective Action – In the event that a student is having difficulty meeting development and academic standards, a plan will be devised to provide the student with additional instructional time via aids, special education and/or tutoring parental volunteers, labs, at-home or after-school work, or any combination of the above as determined by the teacher in consultation with the parent and student. The student, parent, and teacher will work out the best method to track and communicate progress.
- III. Self-Assessment – While maintaining academic excellence and encouraging a comparable education system both will be important to the governing body of the school; the mission of the school is to provide students with a growth mindset learning environment that empowers students to explore significant ideas and exceed state standards. The educational materials and teacher/parent support will foster self-assessment by the student (i.e. self-correcting materials for learning) rather than over reliance by the student upon the adult. Evaluation of this standard of the School will by and necessity more subjective, however, it should be apparent by observing the self-

initiative of the students and the expanding curiosity evidenced from questions and work pursued.

## **Appendix 6**

### **Bylaws of Marble Charter School (As of 17 of January 2013)**

#### **Article I.**

##### **NAME, LOCATION, and FISCAL YEAR**

Section 1. NAME: The name of the Organization is the Marble Charter School (School). The school has received Charter #17 from the Colorado Department of Education (CDE).  
Section 2. LOCATION: The location of the facility is in the Gunnison Watershed School District (GWSD) in Marble, CO.  
Section 3. FISCAL YEAR: The fiscal year of the School shall coincide with the fiscal year of GWSD, 1 July – 30 June.

#### **Article II. BOARD**

Section 1. NUMBER: The School shall have a Board consisting of a minimum of five (5) and a maximum of seven (7) members, the majority of whom shall be parents. The Director (s) shall be an ex officio member of the Board. The parent positions must be filled by parents of students currently enrolled in the School and may not be filled by teachers or any other contract employee of the School. At the option of the Board, one parent position may be allocated to a non-parent. This reallocation of a parent position will be temporary and may be rescinded at any time by action of the Board. Only one parent per family may serve on the Board at one time.  
Section 2. TERM: The Board members shall hold office until their successors are elected or until their early deaths, resignations or removal at which time their successor will be appointed according to procedures under Section 3. The Board members will be elected by eligible voters as specified in ARTICLE III, ELECTIONS for two years of service. Board members shall hold office for two-year terms, alternating the number of positions available each year, three one year, and four the next at a maximum. Each Board member shall hold office until the first Board meeting following the election in the year in which his/her term expires. There is no limit on the number of terms that may be served.  
Section 3. VACANCIES: In the event of dismissal or resignation from the Board, volunteers to serve the remainder of the term for any seat will be asked to apply. A volunteer will be selected by a vote of the Board from among those who have volunteered. This vote shall be by secret ballot. Should resignation or dismissal of Board members leave the Board with five members, then the elected member may not be replaced.  
Section 4. GENERAL POWERS AND DUTIES: The Board will lead and represent the School. Without limiting the generality of the foregoing, the Governing Board may exercise all such powers of the School as are provided by State and Federal law, GWSD Board of Education policy, and these Bylaws. The Board will assign duties and responsibilities in accordance with its Governing Policies.  
Section 5. COMPENSATION: Members of the Board shall receive NO compensation for their services as members of the School's Board.

Section 6. RESIGNATION AND REMOVAL: Any Board member may resign at any time by giving written notice to the President or Secretary of the Board, either by letter or email. Such resignation shall take effect at the time specified therein; and, unless otherwise stated, the acceptance of such resignation shall not be necessary to make it effective. Any member of the Board may be removed at any time, with or without cause, following Board policies and by an affirmation vote of two-thirds of the remaining Board members, regardless of whether the number of Board members remaining constitutes a quorum, whenever, in their judgment, the best



interest of the School are served by the removal. The Board's Policy on this subject, provides further detail on the procedural steps to be followed, GP-10.

Section 7. ATTENDANCE: Attendance at Board meetings is mandatory. Missing two meetings in a school Board year, May to April, is considered to be a resignation from the Board as is stated in the Board Policy on this subject. The so resigned member may ask for reinstatement and be reinstated by a majority vote of the other Board members.

Section 8. BOARD MEMBER CONFLICTS OF INTEREST: Public office is a trust created in the interest of the common good and for the benefit of the people served. It is the intent of this BYLAW to maintain public confidence and prevent the use of public office for private gain. In order to avoid conflict of interest, it is the Policy of the Board not to employ or contract with Board members, without explicit approval and authority of the Board. Board members shall disclose any known or potential conflicts of interest in writing to the Board prior to the time set for voting on any such transaction and shall not vote on the matter or attempt to influence the decisions of the voting Board members on the matter. The written disclosures will be attached to the minutes of the meeting in which Board action occurred relating to the matter disclosed.

### **Article III. ELECTIONS**

Elections of Board members will be held every year in April. Elections at the School for Board members will be by mail ballot. An actual election will be held regardless of the number of candidates and seat available. For these purposes, eligible voters shall include the parents of all students currently attending the School; teachers currently employed at the School, and paid or contracted employees of the School. Elections shall be conducted by secret ballot. Ballots shall be printed so that voters may indicate "Yes, "No", or "Abstain" for each candidate. Election to the Board requires an absolute majority of the votes cast. Each voter shall be allowed only one ballot regardless of the number of children attending the School. Voters shall be tallied and publicized by a group of volunteers of another committee with one non- eligible Board member present. Newly elected Board members shall assume office at the first Board meeting following their election, the May meeting.

### **Article IV. MEETINGS OF THE BOARD**

Section 1. MEETINGS: The Governing Board will meet monthly unless the Board determines that a meeting is not necessary. Content and conduct of the meeting is governed by the Board's Governance Policies and Robert's Rules of Order.

Section 2. NOTICES: Whereas, the provisions of the Colorado Sunshine Act of 1972, C.R.S. 24-6-401 et seq., as amended by the Colorado General Assembly of April 29, 1991, require that full and timely notice to the public be given of meetings of the Board; and Whereas, in addition to any other means of giving full and timely notice, the Act provides that the Board shall be deemed to have given the requisite notice if the notice of the meeting is posted in a designated public place within the boundaries of the School District property no less than 24 hours prior to a meeting; Therefore, be it resolved, by the Board of the School that notice, including specific agenda information where possible, of any meeting of the Board must be posted 24 hours in advance on the door of the School. The posting of such notice shall be one means of providing full and timely notice to the public of such meetings and that the location for the posting of notice as approved in the Resolution shall continue in effect until changed by subsequent official

action by the Board.

Section 3. QUORUM: For voting purposes, a quorum shall consist of a majority of current Board members.

Section 4. MANNER OF ACTING: The act of a majority of the members of the Board present at a meeting at which a quorum is present shall be the act of the Board.

Section 5. EXECUTIVE SESSIONS: All regular and special meetings of the governing Board shall be open to the public, except that, upon a vote of a majority of the members present, an Executive Session may be held to discuss any one or more of the following: 1. attorney-client matters; 2. acquisitions or sales of property; 3. contract proposals and negotiations; 4. sensitive personnel or student matters. The motion requesting the Executive Session shall state the nature of the matter to be discussed. Only those persons invited by the Board may be present during the Executive Session. The Board shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action and any action approving a contract or calling for the payment of money be adopted or approved at any session that is closed to the general public. Matters discussed during Executive Sessions shall remain confidential among those attending. The Secretary of the Board shall maintain topical minutes of the Executive Sessions.

## **Article V.**

### **OFFICERS OF THE BOARD**

Section 1. OFFICERS: The Officers of the Board shall consist of President, Vice President, Treasurer, and Secretary.

Section 2. ELECTION and TERM: Officers of the Board shall be elected at the first meeting of the Governing Board after an election and shall serve until the meeting following the next election of the Board and until their successors are elected and qualified or until their early death, resignation or removal.

Section 3. PRESIDENT: The President supervises the School Director. He/ she shall preside at all meetings of the Board, or as otherwise appointed. The President shall execute contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the School. In general, the President shall perform all duties and may exercise all rights as are incident to the Office of the President of the Board.

Section 4. VICE-PRESIDENT: The Vice-President shall perform all the duties of the President in the absence or disability of the President. The Vice-President shall perform such other duties as from time-to-time may be assigned to him/ her by the President of the Board.

Section 5. SECRETARY: The Secretary shall keep minutes of all the meetings of the Board. The Secretary shall attend the meetings of the Board and shall act as clerk thereof and record all the acts and votes and the minutes. The Secretary shall see that all notices are duly given in accordance with the provision of these BYLAWS or as required by State and Federal law and shall perform such other duties as may be assigned by the President or by the Board. The Secretary shall sign any and all legal documents in regard to the fiduciary and physical needs of the School, as required.

Section 6. TREASURER: The Treasurer shall advise the Board on financial matters. The Treasurer shall assist the Director (s) in preparing the annual budget and assisting in the annual audits. The Treasurer shall perform such other duties as may be assigned by the President or by the Board.

**Article VI.**  
**COMMITTEES OF THE BOARD**

The Board's committee's principles and structures are governed by its Governance Policies, GP-7.

**Article VII.**  
**DIRECTOR**

The roles and responsibilities of the Director(s) are delineated in the Board's Executive Limitations.

**Article VIII.**  
**CONTRACTS, GRANTS, and RECORDS**

All matters relating to contracts, grants, and records are controlled by the Board's Governance Policies.

**Article IX.**  
**BOOKS and RECORDS**

The School shall keep correct records and shall also keep minutes of the proceedings of its members, Board and committees, and shall keep at its registered or principal office a record giving the names and addresses of the Board and operating committees. All records of the School are considered public documents and may be inspected at any responsible time. However, student records, personnel records and any other record protected under privacy laws are excluded.

**Article X.**  
**PROCEDURE TO AMEND THE BYLAWS**

The Bylaws may be amended, altered or repealed and new Bylaws adopted upon the affirmative vote of the Board and upon approval of the GWSD Board of Education in matters of material conflict with the Marble Charter School contract.

## Appendix 7

### Marble Charter School Waivers

#### Automatic State Waivers Requested

State Statute Citation	Description of Statute
22-1-112, C.R.S.	School Year-National Holidays
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A), C.R.S.	Determine Teacher-Pupil Contact Hours
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board duties-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers- Policies relating to in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers- Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers- Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance- Attendance policies and excused absences
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act- Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act- Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act- Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act- Describes payment of salaries

#### Non-Automatic State Waivers Requested

State Statute Citation	Description of Statute
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-2-112(q)(I), C.R.S.	Commissioner Duties

## Rationale and Replacement Plan (RRP) for Non-Automatic Waivers



**COLORADO**  
Department of Education  
Innovation, Choice and  
Engagement Division

### Contact Information

**School Name:** Marble Charter School

**School Address (mailing):** 418 W. Main Street, Marble, CO 81623

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

**Statutory Citation and Title** 22-9-106, C.R.S. Local board duties concerning performance evaluations and 22-2-112(q)(I), C.R.S. Commissioner Duties

**Rationale:** The Marble Charter School Director must have the ability to perform the evaluation of all personnel, no matter what licensure they hold with the Colorado Department of Education (CDE). The Board of Directors (BOD) for the Marble Charter School must also have the ability to perform the evaluation for the Director. Additionally, the Marble Charter School should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by 22-2-112(q)(I), C.R.S. It has been proven to be a hardship for the Marble Charter School to access the internet to record and track its findings of all personnel evaluations and the BOD's evaluation of the Director.

**Replacement Plan:** The Marble Charter School uses its own evaluation process which includes each staff member to have a professional goal and a personal goal; at least two documented and filed observations; and a final evaluation per school year for each staff member. The BOD establishes school performance goals and operational goals; and administers a staff and parent survey at least annually for the Director of the school. The Directors evaluation is documented and filed for their records.

**Duration of Waivers:** The Marble Charter School requests that the waiver be for the duration of its contract with the Gunnison Watershed School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.

**Financial Impact:** The Marble Charter School anticipates that the requested waiver will have no financial impact upon the Gunnison Watershed School District or the Marble Charter School budget.

**How the Impact of the Waivers Will be Evaluated:** Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School agreement.

**Expected Outcome:** With these waivers the school will be able to implement its program and evaluate its teachers in accordance with its evaluation process, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members, as well as its students and community.

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>	
<b>Statutory Citation and Title</b>	22-32-109(1)(n)(I), C.R.S., Local board duties concerning school calendar and 22-32-109(1)(n)(II)(B), C.R.S., Adopt district calendar
<b>Rationale:</b>	The school year at the Marble Charter School will total approximately 174 days per year, which also exceeds the amount of hours the current requirement in state statute for elementary and secondary students. The Marble Charter School BOD will have a calendar that differs from the rest of the schools in the Gunnison Watershed School District.
<b>Replacement Plan:</b>	The final calendar and the Marble Charter School's daily schedule will be designed by the Marble Charter School and will meet or exceed the expectations in state statute.
<b>Duration of Waivers:</b>	The Marble Charter School requests that the waiver be for the duration of its contract with the Gunnison Watershed School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2022.
<b>Financial Impact:</b>	The Marble Charter School anticipates that the requested waiver will have no financial impact upon the Gunnison Watershed School District or the Marble Charter School budget.
<b>How the Impact of the Waivers Will be Evaluated:</b>	The impact of these waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School agreement.
<b>Expected Outcome:</b>	As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.