

**MARBLE CHARTER SCHOOL**  
Charter School Contract

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## **CHARTER SCHOOL CONTRACT**

### **Marble Charter School**

This Charter School Contract ("Contract") is made and entered into this 1st day of July 2024, by and between **Gunnison Watershed School District** (the "District" or "GWSD") and **Marble Charter School, Inc.**, a public charter school organized as a Colorado non-profit corporation (the "School" or "MCS"). The District and the School may individually be referred to as a "party" or collectively as the "Parties."

#### **RECITALS**

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (the "Act"), C.R.S. § 22-30.5-101 *et seq.*, allowing for the creation and operation of charter schools within the state by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, pursuant to an Amended and Restated Charter School Contract, dated October 1, 2018, (the "Prior Contract"), the School District renewed a charter for MCS to operate a charter school within the School District for a term of five (5) school years; and

WHEREAS, the Prior Contract expired by its own terms on June 30, 2023 but was extended by the Parties via written amendment for one (1) additional school year, until June 30, 2024, to provide sufficient time for MCS to submit an application for renewal and for the School District to review such an application; and

WHEREAS, on December 8, 2023, the School submitted an application to renew its charter (the "Application") in accordance with District policy; and

WHEREAS, on February 12, 2024, the District's governing Board of Education (the "District Board") adopted a resolution approving the Application (incorporated by reference herein) and renewing the School's charter for a term of five years (the "Resolution") (attached hereto and incorporated by reference herein as Attachment 1); and

WHEREAS, in accordance with the Resolution and applicable law, the District and the School desire to enter into this mutually acceptable charter school contract;

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

#### **SECTION ONE: ESTABLISHMENT OF SCHOOL**

##### **1.1 Term; Conditions Precedent.**

This Contract is effective as of July 1, 2024 (“Effective Date”) and absent termination as provided herein, shall continue through June 30, 2029. It is contemplated that the term of this Contract only may be renewed upon the School’s application for renewal in and District Board approval of the renewal application, in accordance with state law and District policies.

## **1.2 Charter School Corporate and Legal Status.**

- A. Grant of Charter. MCS’s charter is hereby renewed to operate a charter school for grades Kindergarten through Eighth (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 Contract, and to such other terms as may now or hereafter be provided in the Act or other applicable laws.
- B. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract, which the Parties believe are in accordance with state, federal, and local law.
- C. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation (“Articles”) will be limited to the operation of a charter school pursuant to the Act. The School represents that it is and shall maintain its status as a non-profit corporation that holds the charter. The Articles and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law.
- D. Charter School Legal Status. The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles and Bylaws. The School shall notify the District promptly of any change in its corporate and/or tax exemption status. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado.

Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to and shall comply with all Colorado laws and District policies (which may include District Board regulations and formal Superintendent promulgations) that generally apply to all public schools unless expressly waived in accordance with this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106 and is therefore entitled to the protections of the Colorado Governmental Immunity Act. The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a).

To the extent possible, the 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 School or its directors, officers, agents and employees.

## **SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP**

### **2.1 District Rights and Responsibilities.**

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to the District and subject to all applicable federal and state laws and regulations, and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Such records include, but are not limited to, the following:
- i. School records, including but not limited to, student cumulative files, policies, special education and related services;
  - ii. Financial records;
  - iii. Educational program, including test administration procedures and student protocols;
  - iv. Personnel records, including evidence criminal background checks have been conducted;
  - v. School operations, including health, safety, and occupancy requirements;
  - vi. Inspection of the facility or facilities; and
  - vii. Board minutes, meeting notices, agendas, other records, and communications.

Notwithstanding anything to the contrary herein, the District shall not have access to: (1) documents constituting communications with the School's attorney and which are protected by the attorney-client privilege or the attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney-client consultation in executive session or subject to the work product exception relating to negotiations with the District.

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within ten (10) business days of receipt of the complaint by the District and shall include information about the substance of the complaint, together with copies of any

written communications or evidence, taking into consideration any complainant's request for anonymity.

- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills, or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Every Student Succeeds Act ("ESSA") school improvement status, Colorado Department of Education ("CDE") School Performance Framework ratings, state accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the CDE to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to CDE in accordance with 1 CCR 301-1-10. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School, and the District's assessment of the progress made by the School toward the goals and objectives set forth in the Application and this Contract. The loss of state accreditation of the School shall constitute a material breach of this Contract.
- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose. The School shall meet all state, federal, and District reporting requirements.
- G. Accountability and Annual Performance Review. The School shall demonstrate a satisfactory level of student achievement and continuous progress on the measures of student performance described in the Application and this Contract. In accordance with

C.R.S. § 22-30.5-110(1)(b), the District shall annually provide the School with a review of its performance, which shall include at a minimum the School's progress in meeting the objectives identified in the plan the School is required to implement pursuant to C.R.S. § 22-11-210 and the results of the School's most recent annual financial audit.

The District's annual review of the School's performance also shall evaluate: (i) the School's rating on the Colorado Department of Education School Performance Framework; (ii) academic performance, aggregated and by student groups, compared with the state averages and those achieved by other District schools, including those with comparable socioeconomic demographics; (iii) the rate of progress of English language learners in acquiring English proficiency and exiting the ELD program, compared with the state averages and those achieved by other District schools, including those with comparable socioeconomic demographics; (iv) the number of student disciplinary referrals; (v) staff retention and turnover rates; (vi) student attendance rates; and (vii) student participation rates on standardized assessments.

The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's performance on these criteria. The District shall endeavor to provide the School with written feedback from the annual review. Such annual reviews during the term of this Contract shall be used in evaluating a renewal application.

- H. Legal Claims. When the District has reasonable, good faith concerns regarding financial exposure to the District for potential or asserted legal claims against the School, or if the District, the District Board, District employees, or Board members become or are made a party to any proceeding or legal action involving the School, compromise or settlement shall require the District's written approval, and the School shall fully cooperate with legal counsel for the District in connection with the investigation or defense.

## **2.2 School Rights and Responsibilities.**

- A. Compliance. The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained express waivers from state law and District policies in accordance with this Contract. Repeated references to compliance requirements throughout this Contract are not intended to limit the School's broad obligation to comply with all applicable law and policy.
- B. Records. The School shall comply with all federal, state, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified within ten (10) business days following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School's obligation herein includes maintaining

up-to-date information about enrolled students including attendance records, grades, transcripts, standardized assessments, cumulative files, and special education records in the District's student information system. The School must enter or update this information within three (3) business days following receipt of the information or any change of information. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed three (3) business days following request for the same unless prior approval for a delay is provided by the requesting entity. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

C. Notification Provided to the District.

- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
  - a) The investigation or discipline of personnel assigned to the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3;
  - b) Any complaints filed against the School with or by any governmental agency including, but not limited to the U.S. Department of Education Office for Civil Rights ("OCR"), CDE, the Colorado Civil Rights Division ("CCRD"), and the U.S. Equal Employment Opportunity Commission ("EEOC"); and
  - c) All threatened or pending legal claims against the School, its governing board (the "Charter Board"), School employees, or members of the Charter Board.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:
  - a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
  - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as a storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
  - c) The arrest, dismissal, or resignation of any members of the Charter Board or personnel assigned to the School (employed by the School) for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the

School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.

- d) Misappropriation of funds;
- e) A default on any obligation of the School, which shall include debts for which payments are past due by sixty (60) days or more; or
- f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.

The School's failure to provide any of the notifications required above shall constitute a material breach of this Contract.

- D. Satisfaction Surveys. The School shall conduct annual staff, parent, and student satisfaction surveys and shall timely share de-identified, aggregated results with the School community and the District's Superintendent or designee.
- E. Reports. The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include but are not limited to those listed below along with projected due dates. Timely written notification shall be provided by the District when due dates are changed or additional reports are to be provided by the School. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide any report containing material information within ten (10) calendar days after the date due is a material violation of this Contract, and the District may take actions outlined herein.
  - i. Reports Related to Accreditation. The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with ESSA, if required by CDE or the District; (5) a description of the District services provided to the School and their effectiveness and efficiency; and (6) CDE annual report requirements not otherwise listed above.
  - ii. Financial Reports and Reporting of Enrollment Projections. The School shall provide the financial reporting specified in Section 7 of this Contract.
  - iii. School Calendar. The School shall provide the school calendar for the following school year on or before April 1 of each year.

- iv. Health and Safety Information. The following information shall be reported, including:
  - a) a report of previous year's fire and other safety drills shall be submitted by August 1; and
  - b) updated emergency plans, emergency contact information, etc. to be submitted by September 1, and within seven (7) business days of any revisions thereafter.
- v. Bond Documentation. The School shall provide closing documents and bank statements no later than five (5) business days after request by the District.
- vi. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, including C.R.S. § 22-32-109.1, and shall comply with District policy addressing safe schools, unless otherwise waived, and complete the required information annually by August 31 of each school year. The School shall submit the information to the Superintendent or designee. The School will be responsible for communicating the information to local responders.
- vii. School Improvement Plan. If required by the State Board of Education or applicable law to implement a school improvement plan or turnaround plan, the School shall do so in compliance with all applicable statutory and regulatory requirements before the deadline established by the State Board and/or CDE.
- viii. Annual Report. The School shall comply annually with the CDE timeline for the Unified Improvement Plan (UIP) and present their UIP to the GWSD board according to the GWSD board of education calendar.
- ix. Governance Information. The School shall provide the following information to the District's Superintendent or designee before the dates, identified below:
  - a) Charter Board membership (i.e., names/contact info, terms) – August 15;
  - b) Charter Board member conflict of interest disclosures – August 15;
  - c) Bylaws – within ten (10) business days after any material changes; and
  - d) Articles – within ten (10) business days after any material changes.
- F. Procedures for Articles and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non-Profit Corporation Act in amending its Articles and Bylaws. The School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure.
- G. Legal Claims. The District shall fully cooperate with legal counsel for the School in connection with the investigation or defense of any legal claim against the School, the Charter Board, School employees, or its Board members to the extent of the District's involvement.



### **2.3 Indemnification and Limitation of Liability.**

To the extent permitted by law, the Parties agree to hold each other, their board members, officers, employees, agents, and representatives harmless and indemnify them from all liability, claims, and demands arising from any suit, action, grievance, charge or proceedings of whatever nature proximately caused by acts or omissions of the indemnitor (including its board members, officers, employees, agents, or representatives). This indemnification and hold harmless obligation shall include damages, attorney fees, costs, and expenses incurred by or applicable to the indemnitee (including its board members, officers, employees, agents, or representatives). The District may withhold funds due to the School for damages, attorneys' fees, costs, and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision shall not be deemed to be a relinquishment or waiver of applicable limitations of liability available to the School or the District under law. The forgoing provision shall not be deemed a relinquishment or waiver of any kind of applicable procedures, immunities, limitation of liability or other provisions applicable to each party by the Colorado Governmental Immunity Act. Neither shall this provision be construed to limit or authorize subrogation rights related to insurance coverage otherwise available to the School or the District.

In the event the School authorizes, with the District's approval, another person or entity to operate an intersession, or other program within the School 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 the School, the District, and the property owner as additional insured. Such person or entity will also agree to indemnify and hold the School, the District, and the property owner harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, tort 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 Contract shall be deemed a relinquishment or waiver by the District or the School of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

The indemnification provisions in this Contract shall survive its termination.

In no event will the District (including its board members, officers, employees, agents, or representatives) be responsible or liable for the debts, acts, or omissions of MCS (including its board members, officers, employees, agents, or representatives officers, employees, or agents).

### **2.4 Dispute Resolution.**

In the event any dispute arises between the District and the School concerning the implementation of this Contract, which does not include any dispute related to charter

revocation and is not subject to immediate appeal to the State Board of Education, may be subject to the dispute resolution process set forth herein. Such a dispute shall first be submitted to the Superintendent of the District and the Director of the School, who 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, they shall submit the matter to the District Board and the Charter Board for resolution. If the two boards agree on a resolution of a dispute, such resolution shall be final. In the event the parties are unable to resolve the dispute informally within thirty (30) days after written notice, either party may notify the other in writing of intent to submit the matter to such dispute resolution process as the Boards may agree upon, or if such agreement cannot be reached, the matter may be resolved by any applicable dispute resolution procedures provided by law. Nothing in the foregoing is intended to forfeit or waive any remedies that may be available to the parties at law or in equity.

### **SECTION THREE: SCHOOL GOVERNANCE**

#### **3.1 Governance.**

The School's Articles of Incorporation and Bylaws are attached to this Contract as Attachments 2 and 3. The School, including its governing Board, shall operate in accordance with these documents. Any material modification of the Articles or the Bylaws must be consistent with this Contract and applicable law and shall be made in accordance with the procedures described in this Contract. As used herein, a "material modification" shall mean a modification that changes the purpose of the entity. The Bylaws shall require that, at all times, a majority or three, whichever is fewer, of the members of the Charter Board shall be parents at the time they join the Charter Board. The School's officers shall be Charter Board members.

The Charter Board shall adopt a policy for its annual training plan, and its members will satisfactorily complete the online charter school governing board training modules recommended by CDE, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Charter Board (for all future Charter Board members), whichever comes first.

#### **3.2 Conflict of Interest.**

The School shall adopt and strictly enforce a conflict of interest policy consistent with state law and this Contract. Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest. Subject to approval of the District as applicable, if the School enters into a contract for the management or administration of its core educational services or for operational and administrative services, including any attached Services Agreement or any contracts entered in furtherance of this Contract, then the School acknowledges and agrees that its board members shall not be employed by such entity providing the management or administration of

the School's core educational services or operational and administrative services or such entity's affiliate and shall not be employed with another charter school who retains the services of such entity.

### **3.3 Transparency.**

The School shall make Charter Board-adopted policies, meeting agendas and minutes, the School's School Accountability Committee meeting agendas and minutes, and related documents readily available for public inspection including posting such information on the School's website. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information and audits, relevant School documents, the School's process for resolving public complaints, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings as a local public entity, consistent with principles of transparency, and in compliance with the Colorado Open Meetings and Open Records laws.

### **3.4 Nonreligious, Nonsectarian Status.**

The educational program of the School shall be nonreligious and nonsectarian, consistent with applicable law and District policy.

### **3.5 Commitment to Equal Educational Opportunities and Nondiscrimination.**

The School shall provide every student equal educational opportunities through its offered programs. The School shall comply with all applicable federal, state, and local laws, rules, regulations, and District policies prohibiting discrimination on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, disability, or need for special education services, including, without limitation, Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Colorado Anti-Discrimination Act, C.R.S. §§ 24-34-301 through 24-34-805.

### **3.6 Complaints.**

- A. The School shall establish by policy a process for resolving public complaints, including but not limited to complaints regarding curriculum, which shall include an opportunity for complainants to be heard and an appeal process that provides for a final administrative appeal to be heard by the Charter Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.
- B. To the extent that the District receives a complaint regarding the School, the District agrees to notify the School within ten (10) business days of receipt by the District and shall include information about the substance of the complaint, taking into consideration

any complainant's request for anonymity. The District will direct complainants to the School's dispute resolution process. The District shall be notified of the resolution of the complaint within thirty (30) business days of resolution by notification to the District's Superintendent or designee.

### **3.7 Contracting for Services.**

- A. Third-Party Contracts. Pursuant to state law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The School will adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case-by-case basis as requested by the School and at the School's expense. Contracts for the management or administration of the School's core instructional program or services, including special education and related services, shall require District approval in writing, which approval shall not be unreasonably withheld. Nothing herein shall prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School's educational program or operations.

Subject to the limitations above, 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 a school building and grounds or the provision of any service, activity, or undertaking that the School is required to perform in order to carry out the educational program described herein.

The School shall not extend the faith and credit of the District to any third person or entity via a contractual relationship. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District.

Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School shall include the following provisions:

- i. "The contractor acknowledges that the School is not an agent of the Gunnison Watershed School District, and the contractor expressly releases the Gunnison Watershed School District from any and all liability arising under this agreement."
- ii. Services including operation of a before and/or after school, pre-school, day care, intersession, or other program within MCS's facility shall require the contractor to hold the District, as well as its Board members, officers, employees, agents, and representatives harmless and indemnify them from all liability, claims, and

demands arising from any suit, action, grievance, charge or proceedings of whatever nature proximately caused by acts or omissions of the contractor (including its officers, employees, agents, or representatives).

- iii. If such agreement extends over more than one fiscal year, any financial obligations of the School arising out of the agreement are subject to annual appropriation by the Charter Board unless reserves have been irrevocably pledged to pay future year's obligations under such agreement.
- iv. Services performed on the Site shall be insured at the relevant minimum amounts set forth in this Contract.
- v. For any contractor who will perform services on Site and/or have access to student information, background checks will be conducted as required in this Contract for School employees.
- vi. Any services involving student personally identifiable information shall require a written data privacy addendum consistent with Colorado's Student Data Transparency and Security Act, C.R.S. § 22-16-101 et. al.

Any failure by the School to comply with these contracting requirements shall constitute a material breach of this Agreement.

- B. Services Purchased from District. The School may purchase services from the School District as provided in Section 9.
- C. Legal Services. Except as expressly provided herein, the 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 School, except to the extent expressly provided in connection with insurance coverage that may be provided by the District to the School. If MCS consults or receives legal services from the 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. The School acknowledges that any such consultation or services may involve a conflict of interest under the Colorado Rules of Professional Conduct, and in no event shall the District's legal counsel be expected or required to provide legal services to the School.

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 School, or if the District becomes or is made a party to any proceeding or legal action involving the School, the District may elect to provide legal services to the School, including, without limitation, for defense of suits, actions, hearings and appeals. The District and the School shall negotiate in good faith regarding the appropriate

sharing of any costs of such services, weighing the proportionate benefits of such services with the parties' respective liability exposure.

### **3.8 Volunteer Requirements.**

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

### **3.9 School Accountability Committee**

The School shall support and maintain a site accountability committee ("SAC") consistent with state law and District policy. The School's SAC shall report to the District's Accountability Committee ("DAC") to the same extent and in the same format as other District schools' SACs.

## **SECTION FOUR: GENERAL OPERATION OF SCHOOL AND WAIVERS**

### **4.1 Operational Powers.**

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

### **4.2 Insurance.**

The School shall purchase insurance protecting the School and the Charter Board, employees, and volunteers (if allowable by policy), and the District where appropriate, consisting of insurance for:

- comprehensive general liability
- officers/directors/employees errors and omissions liability
- sexual molestation
- property insurance
- vehicle liability
- bonding
- workers' compensation

- unemployment.

The School may purchase this insurance by being included in the District's insurance policies only for the 2024-2025 school year, from July 1, 2024 to June 30, 2025. For ensuing school years, the School will purchase this insurance separately from the District and will no longer be included on District policies. The District will bill the School annually for its portion with the School's year-end bill. The District shall provide at least 30 days prior written notice if coverage limits are changed, and all changes shall be commercially reasonable.

The School shall have on file at all times a copy of the purchased insurance policies and evidence that payment of premiums for such policies have been timely made. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide certificates of insurance to the Superintendent or designee by July 15 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, sent to the School and the Superintendent or designee. The School shall notify the Superintendent or designee within ten (10) calendar days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this Contract. The School's failure to maintain the coverages required by this Contract at all times while it remains in effect shall constitute a material breach.

Neither the 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 that party's approval.

#### **4.3 Waivers.**

##### **A. State Laws and Regulations.**

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to CDE, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule. The list in effect as of the Effective Date is attached in Attachment 4.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power

or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.

- iii. Procedures for Non-automatic Waiver Requests. If the School complies with the timely provision of the School's rationale in support of waiver request from District policies, then the District Board agrees to jointly request waiver of the state laws and regulations that are listed in Attachment 4. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board if the District's Board first approves the request, which shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to attempt to negotiate the effect of such State Board action. All requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

- i. Policy Waiver Requests. The School may request District policy waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting special meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.
- ii. Waiver Requests After Policy Adoption or Revision by District. To the extent that the District adopts a new District policy and/or revises a District policy, notice shall be provided to the Charter School within ten (10) business days after the policy



takes effect. The School may request a waiver to such new policy or revised District policy within thirty (30) calendar days after the date notice was given to the School. The District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required and to the extent School seeks and/or is waiving out of District policies, School shall submit replacement policies with its request for waivers.

#### **4.4 Bidding Requirements.**

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured transparently through a system of competitive bidding, as may be required by District policy, unless expressly waived, and which will comport with best practices for charter schools and state law.

### **SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS**

#### **5.1 School Grade Levels.**

The School may operate one brick and mortar campus within the geographic boundaries of the District serving grades Kindergarten through Eighth (K–8). If the School desires to expand or open another School at a different location, the School shall submit a new charter application to the District in accordance with applicable law and District policy.

#### **5.2 Student Demographics.**

As required by the Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. As a public school, the School cannot turn away students that meet its enrollment procedures.

#### **5.3 Maximum and Minimum Enrollment.**

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and Site, as well as reasonable staffing limitations of the School for the success of the educational program.

#### **5.4 Eligibility for Enrollment.**

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

#### **5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.**

The School's enrollment preferences and selection methods must comply with the requirements of state and federal law, including allowance for equal educational opportunities.

#### **5.6 Admission Process and Procedures for Enrollment of Students with Disabilities.**

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

- A. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Following receipt of an application for enrollment and the student's admission to the School, the School and the District shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.* ("IDEA") or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and/or the Americans with Disabilities Act ("ADA"). If so, the Parties shall obtain a copy of the most recent individualized education program ("IEP") or Section 504 plan.
- C. When an applicant has an IEP or Section 504 Plan, a screening team consisting of the School Director or designee, the School special education coordinator, and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school. If the screening team cannot reach consensus that the student can be served at the School, the District representative shall convene a complete IEP team to make the final determination. If the IEP team determines that a free, appropriate, public education in the least restrictive environment cannot be provided at the School, then the student will not be enrolled in the School.
- D. Placement of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is enrolled with an IEP or Section 504 Plan from their previous school shall be provided services consistent with the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review

meeting is held and the IEP or Section 504 Plan is changed or the student is placed in another program or school.

- E. When a student who has intensive service needs as identified by an IEP Team has been notified of the availability of a seat in the School, the School Director shall convene an IEP Team meeting. The student's placement is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the School in its existing programs with or without reasonable modifications. If the determination is that Free Appropriate Public Education ("FAPE") or that an LRE for the student is not available at the School, the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the School.
- F. Enrollment at the School may be denied for a student with disabilities in the same manner and for the same reasons as such enrollment may be denied for a student without disabilities.

#### **5.7 Participation in Other District Programs.**

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

#### **5.8 Non-Resident Admissions.**

Subject to its enrollment policies, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless expressly waived), and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the District. The School shall handle denial of admission in a manner consistent with state law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing their education at the School.

#### **5.9 Expulsion and Denial of Admission.**

The School agrees that it shall comply with all District policies and regulations concerning student attendance, standards of conduct, and discipline, unless and until the School adopts its own written policies in accordance with this Contract and in compliance with applicable law. The School shall follow the District's threat assessment and safety planning processes (in consultation with the District) prior to: (a) recommending a student for suspension beyond ten

(10) days or expulsion from the School; or (b) denying a student admission to the School. The School shall not undertake such actions regarding a student who the District has determined to exhibit low risk behaviors, in accordance with the District's threat assessment and safety planning processes. Where the School's administration and/or Charter Board recommends a student for suspension beyond ten (10) days or for expulsion, the proceedings shall be referred to the District for handling through the District's expulsion processes. However, the Charter Board, or its designee, shall make findings of fact and recommendations which shall be provided to the District's Superintendent or designee for use and consideration when the District implements its expulsion processes. The District Board shall have final authority regarding appeals in student expulsion cases. Any decision to expel an MCS student by the District Board shall specify which District schools the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled School students shall be the sole responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School, in cooperation with the District, with all costs for such services to be borne by the School.

#### **5.10 Continuing Enrollment.**

Pursuant to Colorado state law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, court ordered placement, placement in a different school pursuant to an IEP, and the School shall be considered the student's home school.

#### **5.11 Student Welfare and Safety.**

The School shall comply, except as expressly waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.

### **SECTION SIX: EDUCATIONAL PROGRAM**

#### **6.1 Vision and Mission Statements.**

MCS's Mission Statement is as follows: "Marble Charter School shall teach a growth mindset in a unique and nurturing environment while exceeding state standards." The mission statement may be modified from time to time by the Charter Board, provided that any change in the mission statement which is inconsistent with the Application or this Contract shall require approval of the District.

## **6.2 Goals, Objectives, and Pupil Performance Standards.**

During the term of this Contract, MCS shall have the specific goals and objectives set forth in Attachment 5 as well as goals and objectives outlined in their annual Unified Improvement Plan (UIP) submitted to the CDE.

## **6.3 Statement of Need; Community Support**

Through this Contract, the District finds that there is, at present, 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.

## **6.4 Educational Program Characteristics.**

The School shall implement and maintain the characteristics of its educational program as outlined in Attachment 6, subject to modification with the District Board of Education's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the best interests of the pupils, the District, and the community.

## **6.5 Online Programs.**

The School's educational program as contained in the Application does not include an online program pursuant to C.R.S. § 22-30.7-101 *et seq.*, and the School is accordingly prohibited from offering such online programs, unless environmental or pandemic circumstances warrant such programming on a temporary basis, not to extend beyond the then current school year without District approval.

## **6.6 Curriculum, Instructional Program and Pupil Performance Standards.**

- A. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards, and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.
- B. On or before February 1 of each year, the School will provide to the District written information about any new or substantially modified program anticipated to be offered during the ensuing school year. The School shall provide evidence reasonably acceptable to the District of the complete scope and sequence of such program of instruction. The intent of this requirement is to ensure that students of the School have sound educational foundations that meet or exceed content standards for applicable courses.

- C. The School shall comply with the Colorado Reading to Ensure Academic Development (READ) Act requirements, including using a CDE-approved curriculum or having a non-CDE approved curriculum evaluated by a third-party, using a state board-approved assessment, creating READ plans for students with significant reading deficiencies, and submitting program and assessment information.
- D. 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. The Charter School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-204, honor and use of the United States Flag, C.R.S. § 22-1-106, the federal constitution, C.R.S. § 22-1-108, and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.
- E. With respect to each subject area not tested under the state's standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Superintendent or designee in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District's embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Superintendent or designee. If the School uses the District's embedded assessments, it shall adhere to all District timelines for developing (if applicable) and administering assessments. The School agrees to coordinate testing with the District's statistical reporting obligations to CDE.

## **6.7 Tuition and Fees.**

The 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 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 this Contract. Any other charges or fees collected by the School shall be retained by the School, unless such monies reflect services provided by the District. For services provided by the District, fee revenue shall be equitably apportioned between the District and the School, unless otherwise agreed in writing by the Parties.

Tuition may not be charged to students who reside in the School District, other than for before and after school programs, summer school programs, extracurricular 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 . 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.

- A. Economically Disadvantaged Students. The School shall waive all fees for economically disadvantaged or homeless students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of consideration of waiver or reduction of fees for economically disadvantaged or homeless students. The School shall survey its student population for eligibility for free and reduced-price lunches under federal guidelines in accordance with State Board regulations.

## **6.8 English Language Learners.**

The School shall provide the necessary resources and support to English language learners, consistent with the School District English Language Learner Guidelines. The School is responsible for implementing an effective, research-based English Language Development (“ELD”) programming model to ensure that English language learners are given meaningful access to grade level content, acquire proficiency in English within a reasonable time, and achieve grade level standards. The School shall follow the District’s procedures for identifying, assessing, monitoring and exiting English language learners. Training conducted by the District on ELD matters shall be reasonably available to School staff, and School staff delivering ELD instruction and services are expected to attend relevant professional development offered by the District. The School may use its per pupil allocation of the state English Language Proficiency Act (“ELPA”) funds toward the salary and benefits of an ELD specialist(s).

## **6.9 Education of Students with Disabilities.**

The School shall comply with all School District policies and regulations, as well as all federal and state laws, and with the provisions herein concerning the admission and education of children with disabilities. The School District shall act as the Administrative Unit (AU) and Local Education Authority (LEA) and will cooperate with MCS to ensure services to students at the School are provided or otherwise contracted for.

- A. Students with 504 Plans. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students. The School agrees to follow District policies in identifying students who are Section 504-eligible and providing them with aids and services as necessary for an equal opportunity to participate in, and enjoy the benefits of, the School’s services, programs, and activities.

- B. Students with IEPs. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law. The School shall directly provide such services and/or contract with the District or other providers to provide special education programs and services at a level consistent with other schools in the District serving the same grade levels. If the School hires its own special education teacher(s), they will be subject to a review of licensing by District and personnel. It is recognized that the School does not offer a full continuum of special education services, and services for students with more significant needs may not be available at the School. The District and/or the School may identify from time to time changes to the educational program of the School that: (a) are reasonably necessary to comply with applicable law for educating students with disabilities; or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law and shall have the right to request other changes on behalf of students with disabilities.
- C. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112(2)(a.8), and that this Contract sets forth the agreed terms of those arrangements.
- D. The School agrees to promptly notify the District of all charges, claims, complaints, investigations, or suits, concerning special education, including those involving OCR, CDE's State Complaints Officer, or IDEA due process proceedings relating to students with disabilities in attendance at the School. The District will handle administrative proceedings and provide for the defense of any claims resulting from any alleged violation of any applicable law or regulation pertaining to the education of students with disabilities who are enrolled in MCS, provided that the School gives its full cooperation to and follows the advice and instructions of the District in special education and Section 504-related matters, and is in compliance with the terms of this Section 6.
- E. The School shall ensure the attendance of School staff who should be present at any meetings at which IEPs are developed or modified.
- F. The District's Special Education Director or designee shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and state regulations. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The School's curriculum, instructional program, and mission shall be considered in the development of IEPs for students admitted to or enrolled in the School. If the School and the District disagree as to the correct interpretation or



application of a statute or regulation concerning the education of students with disabilities, the position of the District's Special Education Director or designee shall control.

- G. Training conducted by the District on special education matters shall be reasonably available to School staff, and School staff delivering special education instruction and services are expected to attend relevant professional development offered by the District.

#### **6.10 Collaboration with District.**

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

### **SECTION SEVEN: FINANCIAL MATTERS.**

#### **7.1 Revenues.**

- A. PPR Funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. § 22-30.5-112(2)(a.5) or § 22-30.5-112.1, as applicable. In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. § 22-54-124, minus the following:
  - a. five percent of PPR to cover the actual amount of the School's per pupil share of the actual central administrative overhead costs of the District;
  - b. deductions for purchased services as agreed to in writing by the Parties; and
  - c. other deductions as provided herein. Any subsequent state audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all its central administrative costs within ninety (90) days after the end of the fiscal year as required by law.

- B. Categorical aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act ("ESEA") funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. The District also shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., At Risk, English Language Proficiency, Gifted and Talented) received by the District for which the School is eligible.

The School's entitlement to categorical funding is subject to approval of its plans for such funds by either the District or CDE as required, compliance with the conditions and requirements of such grants and applicable law, and the School's acceptable assurances that it will comply with various statutes. The District shall provide the School documentation of its determination regarding eligibility for and amounts of categorical funding.

The School will receive their proportionate share of any additional funding the District receives through relevant state and federal grants in which the School participates. The School may apply for federal and state grant funds under the same conditions as other District schools. The small attendance center grant shall not be subject to any deduction for administrative overhead.

- C. PPR Disbursements. So long as the School is not in material breach of this Contract and as expressly otherwise provided herein, the PPR funding and categorical funding specified above will be made available to the School through direct District payment of school expenses and, with exceptions not listed here, in one year-end transfer of funds, by July 15, subject to annual appropriation. Federal categorical funding will be allocated on either a per pupil basis if one is indicated on the statewide allocation document provided by the Colorado Department of Education (CDE) or as a percent of overall enrollment if no per pupil amount is provided by CDE.

The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the official count date or period and in accordance with the School Finance Act of 1994, found at C.R.S. § 22-54-101 *et seq.*, and State Board of Education Rules. If the state disallows counting of any of the School's students, then its funding for a following school year will be reduced by the same amount.

- D. Special Education Funding. The District will receive all federal and state funds, including but not limited to funds received under the IDEA and the Exceptional Children's Education Act ("ECEA"), and file all special education reports on behalf of the School. The District will provide the School with its special education funding allocation as part of

the year-end billing process. Any special services provided by the District over the course of the year will be charged with the year-end bill at each employee's hourly rate.

- E. Mill Levy Funding. The District shall provide the School with its proportionate share of the 2004 and 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 District, including MCS students, multiplied by the number of MCS students, per the October 1 count). The School must use such mill levy funds exclusively for voter approved purposes.
- F. Other Funds and Setoff. Other funds due to the School (including, without limitation, small attendance center aid and any categorical or grant-based aid) shall be credited or paid to the School consistent with past practice. The District may deduct and setoff against any payment due from the District to the School hereunder any amount due from the School to the District under this Contract, any other agreement, or otherwise.

## **7.2 Budgeting and Enrollment Projections.**

The School shall approve a budget for the next year and shall submit the same to the District no later than June 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 budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the resolution approving the budget or budget revision.

The School's proposed budget shall include and be based on its latest and best estimates of its anticipated enrollment for the next school year, both total and by grade levels, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. The Parties agree that the purpose of this requirement is to provide information to allow the District to prepare its future budgets, and that any information provided hereunder shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with state and District policies and law. The School may request release of some or all of such funds pursuant to a resolution of its governing body declaring an emergency within the meaning of Article X, § 20(5) of the Colorado Constitution, provided that the sum so released shall be withheld from the following year's funding to restore the full three percent (3%) reserve.

The School 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.

### **7.3 Capital Expenses and Future Bond and Mill Levy Funds.**

Pursuant to C.R.S. § 22-30.5-118, C.R.S. § 22-30.5-119, and C.R.S. § 22-30.5-404, the District shall allow for representation by the School on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs or regarding a potential Mill Levy ballot question for the electorate, and shall notify the School of the committee's meeting schedule. The School and other District charter schools (if any) shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year, and if the District hereafter considers an election issue for bonded indebtedness, the District shall invite the School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same, the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. § 22-30.5-404 to -405. Any election called for a special charter school mill levy shall have the costs borne by MCS. The District shall pay to the School its proportionate share of Mill Levy Override Funds as approved by the District's Board of Education. Such funds shall be made available to the School on the same schedule that they are made available to other District schools. The additional local revenues that the School receives as a result of inclusion in a District ballot question are in addition to, and do not replace, the moneys the School receives from the District pursuant to C.R.S. § 22-30.5-112 to C.R.S. § 22-30.5-112.3.

MCS otherwise shall be responsible for its own capital needs.

### **7.4 Single Fiscal Year Obligation.**

Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. The Parties agree that the funding for the School will constitute a current expenditure of the District. The District's funding obligations under this Contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School will terminate upon

non-appropriation of funds for that purpose by CDE or the State Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding.

#### **7.5 Audits.**

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. A draft of the results of the audit shall be provided to the District in written form within 5 days of its being available to the School. If, for causes within the School's control, the audit is not provided to the District within 5 days of the School's receiving the audit, it shall be considered a material breach of this Contract, and the School shall have ten (10) business days, or such other time as the Parties may agree, to cure such breach.

If the District has reasonable, good faith concerns regarding the finances and/or operation of the School, the District may initiate a third-party audit by giving advance written notice to the School. Such an audit shall be conducted by a qualified, independent third party, agreed upon by the District and the 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 School indicating the status of the School's compliance with laws, rules, policies, and sound educational and financial practices, except to the extent applicable laws, rules, and policies may have been waived.

#### **7.6 Financial Reporting Requirements.**

The School shall promptly provide any reports to the District, as necessary, to permit the District to meet its financial reporting obligations to CDE and the federal government. The School shall comply with the requirements of the Colorado Public School 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.

More specifically, the School shall submit required financial reports and enrollment projections as indicated in the timeline below and as otherwise required by applicable law. Required financial reports shall be submitted in a format requested by the District and in accordance with C.R.S. § 22-44-301 *et seq.*

- Preliminary Budget for the following school year on or before April 15.
- Board-approved Budget for the following school year on or before June 1.
- Board-approved Amended Budget for the present school year on or before January 1.

#### **7.7 Accounts, Assets, and Non-Commingling.**

All funds of the 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 School shall promptly notify the District of all accounts or investments in which School funds will be placed.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. When the School submits its annual audit, the School shall certify that assets, funds, liabilities and financial records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any Education Management Provider ("EMP") with which School has an agreement.

The School shall use its best efforts to cause all material assets used by the 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. If the School elects to lease, finance or otherwise contract for any significant asset used in connection with its educational program, the 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 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 that hinder or impair the District's ability to accept or receive an assignment of such arrangement from the 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 School shall be presumed to be without any restriction hindering transfer of such donation to the District upon termination and dissolution as recognized in this Contract.

#### **7.8 Loans and Borrowing.**

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

The School may not borrow funds from the District without approval from the District Board. If the School has an unplanned emergency that could result in borrowing, the District Superintendent or designee should be promptly notified to discuss the financial issue, forecast, and revised business plan.

During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District. Any borrowing by the School above five percent (5%) of the School's budget shall be subject to prior District approval.

### **SECTION EIGHT: PERSONNEL**

### **8.1 Employee Status.**

All persons who perform services for the School shall be considered “at-will” employees, contractors, or volunteers of the School and shall not be considered employees of the District, which shall have no obligation to employ personnel who are terminated by the School or otherwise leave the School. None of the provisions of this Contract will be construed to create a relationship of employment, agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent parties contracting solely for the purpose of effectuating this Contract.

### **8.2 Equal Opportunity Employer.**

The School affirms that, consistent with applicable law and District policies/regulations, it shall not discriminate against any employee of the School on the basis of race, creed, color, sex, national origin, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

### **8.3 Hiring of Personnel.**

The School may select its personnel and their compensation, subject to compliance with all federal and state laws, rules and regulations, unless expressly waived. The School agrees to obtain fingerprint and background checks for all employees as required by C.R.S. § 22-30.5-110.5. The School shall give notice to the District of any employee it finds who has a prior conviction of a felony.

In the event the School employs a teacher who obtained and maintained non-probationary status while employed by the District and assigned to a non-charter school in the District, it is the Parties’ expectation that such an employee shall not have non-probationary status upon employment with the School.

The School shall, subject to the review and approval of the School District, develop, maintain, and utilize employment procedures, including but not limited to use of written employment contracts, sufficient to ensure implementation and effectuation of the provisions of this Contract. MCS shall provide the District with a reasonable opportunity to review and comment upon any proposed addition or amendment to the School’s Employee Policy Manual or any other employment policies and procedures prior to the adoption or implementation of such additions or amendments by the Charter Board.

### **8.4 Qualifications.**

The School will work to ensure that each person it employs to deliver instructional content to students shall have a Colorado teaching license in the appropriate area, or be working towards

at least a Bachelor's degree in-field, and demonstrate sufficient and measurable command of the subject area.

Staff who work with students with disabilities shall be properly trained and/or licensed to the extent required by federal and/or state law.

Staff providing ELD instruction should hold or be working towards an appropriate state endorsement, such as in Culturally and Linguistically Diverse Education.

### **8.5 Evaluation and Discipline**

The School shall be responsible for the supervision and evaluation of all MCS staff. The Charter Board shall conduct a written performance evaluation of the Director of the School at least annually, which shall be provided to the District upon completion. All School employee discipline decisions shall be made by the School, without recourse to the District.

### **8.6 Benefits.**

The School's employees shall be entitled to receive from MCS the benefits it determines to be proper, which may include benefit programs used by the District. MCS employees shall not be entitled to any compensation or benefits paid for from the District if benefits are waived.

### **8.7 PERA Membership.**

All personnel employed by the School 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.

### **8.8 Payroll.**

Except for handling of payroll and benefits, all matters relating to compensation of MCS employees, including but not limited to, salary amounts, worker compensation obligations, and unemployment compensation obligations, shall be the sole responsibility of the School.

### **8.9 Employee Welfare, Safety, and Training.**

The School shall provide all staff with the regular training necessary to be effective in their positions.

The School shall comply with all applicable federal and state laws concerning employee welfare, safety, and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of



1987, C.R.S. § 19-3-301 *et seq.*, and C.R.S. § 24-10-106.3. In addition, the School shall provide annual training on pertinent topics including, but not limited to, technology usage, sexual harassment, reporting child abuse, etc. The School shall confer with the District to review the District's list of required trainings and the School's progress in completing the required trainings annually by August 31 of each school year. Documentation of required training shall be maintained on site at the School.

## **SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT**

### **9.1 Purchase of District Services.**

Except as expressly provided in this Contract, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The School may purchase from the District services and materials as mutually agreed by the Parties.

Costs and available services and materials shall be predetermined each fiscal year this Contract is in effect, and the 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.

Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party within sixty (60) days.

The Parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The School further acknowledges that the District's provision of services in one year does not guarantee such services will be available in a subsequent year.

The Parties acknowledge that the District may have provided and may continue to provide MCS services such as payroll processing that are above and beyond services defined as "central administrative overhead costs" in C.R.S. § 22-30.5-112(2)(a.5). The School understands and agrees that at any time during this Contract, the District reserves the right to charge MCS for these direct services. The District understands and agrees that if it begins to charge the School for these direct services, MCS will be entitled to ask for annual reconciliation of central administrative overhead costs.

## **SECTION TEN: TRANSPORTATION, FOOD SERVICES, AND TECHNOLOGY SERVICES**

### **10.1 Transportation.**

The District and the School acknowledge and agree that transportation is not provided by the District to students attending the School. 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), as required by law; provided, however, that the 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's 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's 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 as part of the year-end billing process. The District 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 District Director of Finance based upon reimbursement rates typical throughout rural districts in the state.

## **10.2 Food Services.**

The District and the School acknowledge and agree that the District will not provide food services to the School, unless separately arranged by contract. The District shall have the right of first refusal to provide food services as a purchased service. In the event MCS participates in the National School Lunch Program, the District will make available relevant grant funds on a pro rata basis in order to help defray the expense of providing meals to students qualifying for free or reduced-price lunch. The School may partner with a school food authority that participates in the Healthy School Meals for All program to provide food services, without charge, to all students in accordance with applicable federal and state law, State Board rule, and District policy.

## **10.3 Technology Services.**

MCS shall purchase and maintain the technology infrastructure in the School. The District Technology Department will be available for in person (at District offices) or phone consultation and online help and diagnostic consultation at no cost to the School. If 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. If equipment is brought to the District technology department for repair, the costs of the repairs will be charged to the School. Any technology equipment or services purchased from the District are charged to the School during the year-end billing process.

## **SECTION ELEVEN: FACILITIES**

### **11.1 School Facility.**

The School shall be operated upon property and improvements located entirely within the District's boundaries (collectively, the "Site"). Currently, the school operates in Marble, Colorado at 418 West Main Street and 412 West Main Street. MCS may move its operations only after notifying and coordinating such action with the District. The School will use the Site for the sole purpose of operating a public school as authorized by this Contract. Only those activities ordinarily incidental to the operation of a public K-8 school will be permitted on the Site.

The 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 it 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. Rules of common courtesy will be observed whenever practical by providing advance notice of intended visits.

The School shall not be in monetary or other material default under any lease or other financial obligation secured by the Site. During the term of this Contract, the School may not lease, sublet, or otherwise grant to any third party any right to enter upon or use the Site without the written approval of the District, provided that the School may permit use of the Site by persons or groups associated with it for functions and activities consistent with the use of a public school building, and in accordance with District policies regarding facility use or an alternative policy agreed to by the District.

The School will not carry on, nor will it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the Site, or its insurability. The 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. The School agrees to provide the District, within three business days of receipt by the 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.

The School's failure to adhere to these requirements regarding its use and financing of the Site shall constitute a material breach of this Contract.

If District Maintenance Department staff are 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.

## **11.2 Use of District Facilities.**

The School may use District facilities only in accordance with District policies. The School shall not take any action that will result in any liens or encumbrances of any kind against District property. If the School's use of the Site is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade the Site or another facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School. However, if such an event occurs, the District shall work with the School in good faith to identify an alternative facility.

## **SECTION TWELVE: CHARTER RENEWAL, TERMINATION, AND SCHOOL-INITIATED CLOSURE**

### **12.1 Renewal.**

The School may apply to the District for renewal of its charter in accordance with the Act and District policy LBD-R. The Parties agree that if the School submits a renewal application before the deadline established in District policy, the District Board's deadline to rule on the renewal application shall not be advanced. The School understands its future operation beyond the term of this Contract is not guaranteed and shall be dependent upon its application for renewal and District Board approval thereof.

### **12.2 Breach, Termination, and Appeal Procedures.**

- A. Optional Remedies for School Breach of Contract. If the School materially breaches this Contract (as opposed to merely technical violations), or for any of the reasons specified in the Act and District policy LBD-R, the District may, but is not required to, impose other remedies prior to initiating termination procedures as provided below. Remedies may be applied individually, in succession, or simultaneously. Whether a breach is material does not depend upon an express designation of materiality in this Contract. Available remedies include, but are not limited to:
  - i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).

- ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails: (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
  - iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from CDE and/or a third-party provider at the School's expense, if the School is required to prepare and implement a school improvement plan or turnaround plan under state law. If the School has an education management provider, the School shall seek technical assistance from a person or entity other than the School's education management provider.
  - iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. § 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.
- B. Procedure for Optional Breach Remedies. Prior to applying a remedy other than seeking an order under the emergency powers set forth in C.R.S. § 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:
- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy. Absent extenuating circumstances, including as described below for termination without opportunity to cure, it is the expectation of the Parties that the School shall be afforded at least thirty (30) days to cure any breach.
  - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Principal or designee shall be given an opportunity to meet with the Superintendent or designee to discuss the notice within five (5) business days.
  - iii. If the breach is not cured within the time specified in the notice, the District may apply any of the remedies listed above or proceed to terminate this Contract and

revoke the School's charter without affording any further opportunity for the School to cure.

- C. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. § 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.
- D. Termination. The District Board may terminate this Contract and revoke the School's charter if the School materially breaches any of the terms and conditions of this Contract or for any of the reasons specified in the Act and District policy LBD-R. The District Board also may terminate this Contract and revoke the School's charter if: (a) the School ceases operations for any reason, or if the Charter's nonprofit corporation 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 School; (b) the School is unable to occupy or possess the Site or its right to do so expires or is abandoned or terminated, and the District determines that MCS has failed to secure a suitable temporary or permanent alternative site for the School; (c) the School incurs a Budget Revenue Shortfall, which the District reasonably determines will have a material adverse effect on the School's educational program; or (d) a finding is made by any state or federal court or governmental agency that the School committed or was deliberately indifferent to discrimination on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, gender identity, gender expression, religion, ancestry, disability, or need for special education services.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board, which shall be scheduled so as to afford the School thirty (30) days in which to cure or reach an agreement with the District. However, the District Board may proceed without affording the School an opportunity to cure if the Board reasonably determines that doing so 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.

During the period after the District gives the School written notice of the grounds for termination, in addition to any other rights of the District in this Contract, the District shall also have the following additional right and power, as a last resort, to: (a) require the School to promptly take such actions as may be necessary to freeze bank accounts and other assets of the School and/or to require District approval of any expenditure or disposition of assets; (b) receive full and complete access to all School records, data and information; and (c) take immediate control of the 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 School or assure the health, safety and welfare of students, staff and others involved with the

School. Such right and power shall be in addition to the District's right to seek relief under C.R.S. § 22-30.5-701 et seq., provided if the MCS Board objects to any action under sub-paragraph (c), above, the District shall immediately apply for relief under C.R.S. § 22-30.5-701, et seq., and shall abide the orders of the Commissioner under that act. If the District elects to implement these rights, upon request by the School, the District Board shall meet as soon as practicable to review the appropriateness of such action.

Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.

### **12.3 School-Initiated Dispute Resolution or Closure.**

If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution as provided under C.R.S. § 22-30.5-107.5 or pursue other remedies as guaranteed by the Act.

Should the School desire to terminate this Contract before the end of the Contract term, it may do so only after consultation with the District and subject to the written approval of the District Board.

### **12.4 Dissolution.**

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

### **12.5 Disposition of Property.**

- A. Property purchased with public funds. In the event of expiration or revocation of the School's charter or the School's dissolution, all property and assets owned by the School that were purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the

District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of the lease. 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.

- B. Property not purchased with public funds. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets not purchased with public funding provided by the District may be donated or transferred to the District, another charter school within the District, or another not-for-profit organization in accordance with the School's Articles. 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.
- C. Documentation. The School will execute all necessary documents required to convey the above items. At the time of donation or transfer, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon termination or dissolution, all such documentation shall be provided to the District.

## **SECTION THIRTEEN: GENERAL PROVISIONS**

### **13.1 Order of Precedence.**

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

### **13.2 Amendments.**

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

### **13.3 Validity.**

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. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

#### **13.4 Merger.**

This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.

#### **13.5 No Assignment.**

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

#### **13.6 Governing Law and Venue.**

This Contract shall be governed and construed according to the Constitution and laws of the State of Colorado. Venue for any litigation between the parties regarding this Contract shall be in the District Court for Gunnison County, Colorado.

#### **13.7 No Third-Party Beneficiary.**

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

#### **13.8 No Waiver.**

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

#### **13.9 Notices.**

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three (3) days after mailing when sent by certified mail, postage prepaid to the Director of the School for notice to the School, or to the Superintendent for notice to the District.

**13.10 Severability.**

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

**13.11 Execution.**

This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile or electronically by either of the Parties shall have the same effect as original signatures.


**[SPACE BELOW INTENTIONALLY LEFT BLANK – SIGNATURE PAGE(S) FOLLOWS]**

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

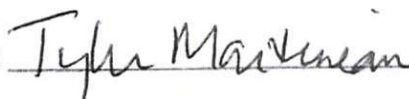
**Marble Charter School, Inc.**  
a Colorado Non-Profit Corporation

By:  Date: 7/26, 2024, *nunc pro tunc* to July 1, 2024.  
President, MCS Board of Directors

**ATTEST:**

  
Secretary, MCS Board of Directors

**Gunnison Watershed School District**

By:  Date: 7/29, 2024, *nunc pro tunc* to July 1, 2024.  
President, GWSD Board of Education

**ATTEST:**

  
Secretary, GWSD Board of Education

## ATTACHMENT 1: GWSD Reauthorization Resolution



**RESOLUTION**  
**IN SUPPORT OF THE REAUTHORIZATION OF MARBLE CHARTER SCHOOL**  
Resolution # 2122465

WHEREAS, the Gunnison Watershed School District (GWSD) and Marble Charter School (MCS) have maintained a school district - charter school relationship since 1995, and

WHEREAS, MCS has submitted a complete application for reauthorization of its charter with GWSD, and

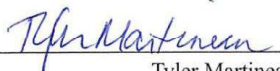
WHEREAS, GWSD finds that MCS is addressing in good faith the concerns expressed by GWSD regarding academic performance and financial viability, and

WHEREAS, the formal Contract between GWSD and MCS will undergo significant updates before being approved by GWSD, and such updates and approval by GWSD and MCS must occur by the end of the Contract term on June 30, 2024, and

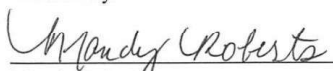
WHEREAS, the actual Reauthorization of Marble Charter School is determined by the approval of the Contract by both GWSD and MCS and that the Contract determines the scope and details of the agreement between the parties and not this Resolution,

THEREFORE, BE IT SO RESOLVED that GWSD expresses support for the Reauthorization of MCS as a measure of good faith and support of the charter school to continue providing K-8 education to the children of Marble and the surrounding areas, to plan for the academic year 2024-2025, and to continue to develop strategies and take actions to address improving academic performance and creating financial viability.

ADOPTED AND APPROVED THIS 12th day of February, 2024.

  
Tyler Martineau  
Board President  
Gunnison Watershed School District

Attested by:

  
Mandy Roberts  
Board Secretary  
Gunnison Watershed School District

## ATTACHMENT 2: MCS Articles of Incorporation

Document processing fee	<b>E-Filed</b>	Colorado Secretary of State
If document is filed on paper	\$125.00	Date and Time: 03/02/2007 09:13 AM
If document is filed electronically	<b>\$ 25.00</b>	Id Number: 20071107958
Fees & forms/cover sheets are subject to change.		Document number: 20071107958
To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit <a href="http://www.sos.state.co.us">www.sos.state.co.us</a> and select Business Center.		
Paper documents must be typewritten or machine printed.		

AROUND SPACES FOR OFFICE USE ONLY

**Articles of Incorporation for a Nonprofit Corporation**  
 filed pursuant to § 7-90-301, et seq. and § 7-122-101 of the Colorado Revised Statutes (C.R.S.)

1. Entity name: Marble Charter School, Inc.  
*(The name of a nonprofit corporation may, but need not, contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "llc." § 7-90-601, C.R.S.)*

2. Use of Restricted Words *(If any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

☐ "bank" or "trust" or any derivative thereof  
☐ "credit union" ☐ "savings and loan"  
☐ "insurance", "casualty", "mutual", or "surety"

3. Principal office street address: 412 W. Main Street  
*(Street name and number)*

Marble CO 81623  
*(City) (State) (Postal/Zip Code)*

United States  
*(Province - if applicable) (Country - if not US)*

4. Principal office mailing address:  
*(if different from above)*

*(Street name and number or Post Office Box information)*

*(City) (State) (Postal/Zip Code)*

*(Province - if applicable) (Country - if not US)*

5. Registered agent: *(if an individual):* Boland Wendy Director  
*(Last) (First) (Middle) (Suffix)*

**OR (if a business organization):**

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address: 412 W. Main Street  
*(Street name and number)*

Marble CO 81623  
*(City) (State) (Postal/Zip Code)*

8. Registered agent mailing address:  
*(if different from above)*

*(Street name and number or Post Office Box information)*

ARINC\_NRC

Page 1 of 3

Rev. 11/14/2003

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Postal/Zip Code)  
 \_\_\_\_\_ (Province – if applicable) \_\_\_\_\_ (Country – if not US)

9. If the corporation's period of duration is less than perpetual, state the date on which the period of duration expires: \_\_\_\_\_  
 \_\_\_\_\_ (mm/dd/yyyy)

10. (Optional) Delayed effective date: \_\_\_\_\_  
 \_\_\_\_\_ (mm/dd/yyyy)

11. Name(s) and address(es) of incorporator(s): (if an individual) **Lee** **Christy**  
 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Suffix)

**OR** (if a business organization) \_\_\_\_\_  
 \_\_\_\_\_  
**131 Aspen Street**  
 \_\_\_\_\_ (Street name and number or Post Office Box information)  
 \_\_\_\_\_  
**Marble** **CO** **81623**  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Postal/Zip Code)  
**United States**  
 \_\_\_\_\_ (Province – if applicable) \_\_\_\_\_ (Country – if not US)

(if an individual) \_\_\_\_\_  
 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Suffix)

**OR** (if a business organization) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Street name and number or Post Office Box information)  
 \_\_\_\_\_  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Postal/Zip Code)  
**United States**  
 \_\_\_\_\_ (Province – if applicable) \_\_\_\_\_ (Country – if not US)

(if an individual) \_\_\_\_\_  
 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Suffix)

**OR** (if a business organization) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Street name and number or Post Office Box information)  
 \_\_\_\_\_  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Postal/Zip Code)  
**United States**  
 \_\_\_\_\_ (Province – if applicable) \_\_\_\_\_ (Country – if not US)

(If more than three incorporators, mark this box ☐ and include an attachment stating the names and addresses of all incorporators.)

12. The nonprofit corporation is formed under the Colorado Revised Nonprofit Corporation Act.
13. The corporation will ☐ **OR** will not ☒ have voting members.
14. A description of the distribution of assets upon dissolution is attached.
15. Additional information may be included pursuant to §7-122-102, C.R.S. and other organic statutes. If applicable, mark this box ☒ and include an attachment stating the additional information.

**Notice:**

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

16. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Lee	Christy		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
131 Aspen Street			
<small>(Street name and number or Post Office Box information)</small>			
Redstone	CO	81623	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

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

ARTICLES OF INCORPORATION OF

MARBLE CHARTER SCHOOL, INC.  
A COLORADO NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned natural person, more than eighteen years of age, acting as incorporator in order to organize and establish a corporation under the Colorado Nonprofit Corporation Act, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the nonprofit corporation is: MARBLE CHARTER SCHOOL, INC.

ARTICLE II

REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the nonprofit corporation is 412 W. Main, Marble, CO 81623. The name of the initial registered agent of the nonprofit corporation at such address is Director Boland.

ARTICLE III

PRINCIPAL OFFICE

The address of the initial principal office of the nonprofit corporation is 412 W. Main, Marble, CO 81623.



## ARTICLE IV

### DURATION

The nonprofit corporation shall have perpetual existence.

## ARTICLE V

### POWERS AND PURPOSES

5.01 PURPOSES. The corporation is formed for the following purposes:

- a. The corporation is organized and operated exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, as amended, or the corresponding section of any future federal tax code.
- b. No part of the net earnings of the corporation shall inure to the benefit of , or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this article.
- c. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing of distribution of statements) any political campaign on behalf of any candidate for public office.
- d. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal Income tax under section 501 (c) 3 of the Internal Revenue Code of 1986

(or the corresponding provision of any future United States Internal Revenue law) or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United State Internal Revenue law).

5.02 POWERS. The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado, so long as such rights, powers and privileges are exercised in furtherance of the exempt purposes set forth in Section 5.01 above of organizations described in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended from time to time.

## ARTICLE VI

### MEMBERS

The nonprofit corporation shall have no voting or non-voting members.

## ARTICLE VII

### DIRECTORS

The number of directors of the nonprofit corporation shall be fixed by the bylaws, or if the bylaws fail to fix such a number, then by resolution adopted from time to time by the board of directors, provided that the number of directors shall not be more than seven nor less than five. Five directors shall constitute the initial board of directors. The following persons shall serve as the nonprofit corporation's initial directors until their successors are duly elected and qualified:

Kay Moravek  
331 Meadow Lane  
Marble, Colorado 81623

Alyssa Ohnmacht  
274 Redstone Blvd  
Redstone, Colorado 81623

Christy Lee  
131 Aspen Street  
Redstone, Colorado 81623

Melissa Bowers  
4335 County Rd. 3  
Marble CO 81623

Betty Lou Gilbert  
0832 Serpentine Trail  
Marble, CO 81623

#### ARTICLE VIII

##### INDEMNIFICATION OF DIRECTORS

The Corporation shall indemnify its Directors and Officers to the full extent permitted by law.

#### ARTICLE IX

##### LIMITATION OF LIABILITY

9.01. The personal liability of a Director to the Corporation for monetary damages for breach of fiduciary duty as a Director shall be limited to the full extent provided by Colorado law. However, this provision shall not eliminate or limit the personal liability of a director to the Corporation for monetary damages for: (i) any breach of the director's duty of loyalty to the Corporation; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) any transaction from which the director directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any director of his right to all defenses ordinarily available to a director, nor will anything herein be construed to deprive any director of any

right he may have for contribution from any other director or other person.

9.02 The Directors and Officers of the Corporation shall not, as such, be liable for debts of the Corporation except as provided by law.

## ARTICLE X

### DISTRIBUTION ON DISSOLUTION

In the event of dissolution, all of the remaining assets and property of the corporation shall, after necessary expenses thereof, be distributed to the Gunnison Watershed School District RE1J, a Colorado public school district. In the event the Gunnison Watershed School District RE-1J is unable or unwilling to receive such distribution, then such remaining assets and property shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to the state of Colorado or other local government within such state, for a public purpose.

## ARTICLE XI

### INCORPORATOR

The name and address of the incorporator is as follows:

Christy Lee  
131 Aspen Street  
Redstone, CO 81623

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Marble, Colorado, this 27 day of February, 2007.

---

Christy Lee

STATE OF COLORADO)

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing Articles of Incorporation were acknowledged before me this 27 day of February, 2007, by Christy Lee, as Incorporator.

WITNESS my hand and official seal.

My commission expires:

---

Notary Public

Consent of Initial Registered Agent of  
Marble Charter School, Inc. to Appointment

The undersigned, Director Boland, of 412 W. Main, Marble, CO 81623, being the person named as the initial registered agent of Marble Charter School, Inc., hereby consents and agrees to her appointment as such.

Dated this 26 day of February, 2007.

---

Director Boland

## **ATTACHMENT 3: MCS Bylaws**

### **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.

**ATTACHMENT 4: MCS Waivers**

**Marble Charter School**  
**Automatic and Non-Automatic Waivers**

<b>School Name:</b> Marble Charter School
<b>School Address (mailing):</b> 412 West Main Street, Marble, CO 81623
<b>Charter School Waiver Contact Name:</b> Sam Richings-Germain
<b>Charter School Waiver Contact's Phone Number:</b> 970-963-9550
<b>Charter School Waiver Contact's Email:</b> srichingsgermain@gunnisonschools.net
<b>District Contact Name:</b> Leslie Nichols
<b>District Contact's Phone Number:</b> 970- 641-7760
<b>District Contact's Email:</b> lnichols@gunnisonschools.net

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

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
<b>C.R.S. § 22-9-106 Local Board Duties Concerning Performance Evaluations and C.R.S. § 22-2-112 (1)(q)(I) Commissioner Duties - Reporting Performance Evaluation Ratings</b>
<b>Rationale:</b> The Marble Charter School Director must <u>have the ability to perform the evaluation of all personnel</u> , 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 <u>have the ability to perform the evaluation for the Director</u> . 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.
<b>Replacement Plan:</b> The Marble Charter School uses its <u>own</u> evaluation process which includes each staff member <u>to have a professional goal and a personal goal</u> ; at least two documented and filed observations; and a final evaluation per school year for each staff member. The BOD establishes school performance <u>goals</u> and operational goals; and administers a staff and parent survey at least annually for the <u>Director of the school</u> . The <u>Directors</u> evaluation is documented and filed for their records.
<b>Duration of Waivers:</b> The waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no <u>financial impact</u> on 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 this waiver will be measured by the same performance criteria and assessments that apply to the school, as <u>set forth</u> in the charter contract.
<b>Expected Outcome:</b> With these <u>waivers</u> the school will be able to implement its program and evaluate its teachers <u>in accordance with</u> 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>C.R.S. § 22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar and C.R.S. § 22-32-109(1)(n)(II)(B) Adopt District Calendar</b>
<b>Rationale:</b> The school year at the Marble Charter School will total approximately 165 days per year, which also exceeds the <u>amount</u> 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 <u>rest of the schools</u> 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 waiver will extend for the duration of the contract.
<b>Financial Impact:</b> The school anticipates that the requested waivers will have no financial impact on 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 this waiver will be measured by the same performance criteria and assessments that apply to the school, as <u>set forth</u> in the charter contract.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to operate <u>in accordance with its own</u> schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

## ATTACHMENT 5: MCS Goals & Objectives

### 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.



## **ATTACHMENT 6: MCS Educational Program**

### **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.