

CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated effective the 1st day of July, 2013 is made and entered by and between the GUNNISON WATERSHED SCHOOL DISTRICT RE1J (“School District” or “GWSD”) and the MARBLE CHARTER SCHOOL (the “School” or “MCS”).

RECITALS

WHEREAS, the Colorado General Assembly enacted the Charter Schools Act (“Act”). C.R.S. 22-30.5-101 et seq. or certain purposes as enumerated in 22-30.5102 (2) and (3); and

WHEREAS, on April 10, 1995, an Application (incorporated as Appendix A) was submitted by citizens of the School District for formation of the School as a charter school to operate within the School District, and

WHEREAS, the School District’s Board of Education (“Board”) has determined that the Application submitted to the School District for the formation of the School as a charter school as amended herein, complies with the purposes and requirements of the Charter School Act; and

WHEREAS, the School District has approved the Application, and desires to embody the Application in a contract; and

WHEREAS, the School seeks to record the understandings in the Application and certain waivers approved by the board and the Colorado Board of Education; and

WHEREAS, the School District has the authority to waive only those Board approved policies and/or regulations to the extent permitted by law;

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

AGREEMENT

1. Mission Statement: The Mission Statement and Ends contained in Appendix B is hereby accepted by the School District to the extent it is consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. 22-30.5-102 (2) and (3).

2. Goals and Objectives: The goal and objectives set forth on pages 3-4 of the Application are hereby accepted by the School District, and subject to the conditions set forth below.

a. Student attendance, Conduct and Discipline: Unless and until the School adopts its own set of written policies, as provided below, the School agrees that it shall comply with all Board approved policies and regulations concerning student attendance, standards of conduct and discipline.

(i) The School may adopt its own written attendance policy and shall be granted a waiver from the School Districts policy, so long as the policy is in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

(ii) The School may adopt its own set of written policies concerning student conduct and student discipline and shall be granted a waiver from corresponding School District policies as long as the developed policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling or denying admission to a student.

b. Student Welfare and Safety: The School shall comply with all Board approved policies and regulations, and comply with all applicable federal and state laws, concerning welfare, safety and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

3. Community Support: The Board finds that sufficient support for the formation of the School exists, as evidence by the letters of support and letters of intent submitted at the time the Application was approved, and as discussed on pages 5-6 of the Application.

4. Statement of Need: The Board had determined that page 7 of the Application establishes a need for educational choice within the School district and that the proposed program would serve that need in a manner which is in the best interest of the school community.

5. Pupil Performance: The educational program, pupil performance standards and curriculum set forth on page 9 of the Application are hereby accepted, as amended herein, and subject to the conditions set forth below.

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

(i) The school shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner which is consistent with state law, including, without limitation, requirements regarding content standards.

(ii) The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. 22-2-204, honor and use of the United States Flag, C.R.S. 22-1-106, the federal constitution, C.R.S. 22-1-1-8, and the effect of use of alcohol and controlled substances, C.R.S. 22-1-110.

b. Records:

(i) The School agrees to comply with all record keeping requirements of the board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board and Colorado Department of Education.

(ii) The School shall comply with all Board approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of student records, including, without limitation, the Colorado Open Records Law C.R.S. 24-72-204 et seq. and the family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232G.

c. Nonreligious, Nonsectarian Status: The educational programs of the School shall be nonreligious, nonsectarian and shall not discriminate against any student on the basis of race, color, creed, sex, sexual orientation, religion, national origin, ancestry, disability or need for special education services (except to the extent the specialized education or separate learning environment is necessary, as discussed on page 21 of the Application.)

d. Open Enrollment: Enrollment shall be open to any child who resides within the School District and beyond, subject to the School's total enrollment limitation and current enrollment policy contained in Appendix C.

e. Admissions: Students shall be considered for admissions into the program on a first come, first served basis and without regard to race, color, creed, sex, sexual orientation, religion, national origin, ancestry, disability or need for special education services (except as noted above for special education).

f. Education of Students with Disabilities: The School agrees to comply with all Board approved policies and regulations and the requirements of federal and state law concerning the educational of children with disabilities.

g. Tuition: Tuition may not be charged to students who reside in the School District, other than for before and after school programs administered by the School. Tuition charges for nonresident students shall be charged at the School District's regular nonresident tuition rate (as negotiated). Resident students shall be given preference in enrollment. Tuition may also be charged for Kindergarten pupils staying beyond the half-time program, and this revenue stays within the Marble Charter School.

6. Evaluation of Pupil Performance and Procedures for Corrective Action: The Board approves the School's methods for evaluating pupil performance and procedures for corrective action contained on page 9 of the Application, subject to the conditions below and otherwise set forth in this Contract. The School agrees to coordinate testing with the School District's statistical needs.

7. Financial Plan:

FINANCIAL PLAN

I. Budget: 2013-2014 budget

The school's budget for each fiscal year is kept on file with the District.

II. Revenue

A. Per Pupil Funding

General Operating Expenses:

Per pupil funding will be 100% of GWSD's PPR (less automatically withheld funding according to the Charter Schools Act 22-30.5-112. of up to five % of PPR to cover central administrative services) and a proportional amount of mill levy override funds as determined on a pro rata basis (mill levy revenue divided by the number of GWSD students). Mill levy funds will be used to retain and attract highly qualified staff, and to purchase needed instructional supplies and equipment. GWSD will provide an accounting of central administrative services to MCS in accordance with the Charter School Act. On or before April 1 of each year of the Charter, the School and the School District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the School District's and School budget development and adoption process. In future fiscal years, it is agreed that the amount of funding provided to the School from the School District shall not be less than 100% of the School Districts per pupil operating revenues, as defined by C.R.S. 22-53-103 (6), multiplied by the number of FTE enrolled in the School.

B. Capital Expenses:

MCS receives a pro rata amount of capital revenue consistent with policy for all District students.

C. Enrollment:

The School will be able to accommodate an enrollment of up to 45 children in its present quarters. An expansion beyond this number will require additional staffing and updated facilities to meet Colorado State Safety requirements. The current enrollment policy is attached, Appendix C.

E. Special Education:

Each fiscal year, MCS shall pay GWSD for Special Education services by using the following formula:

$$\left[\frac{\text{Total budgeted Special Education costs across the District, including those supported by IV-B, less budgeted revenues received for those programs}}{\text{\# of Special Education students in the District per October count}} \right] * \text{\# of Special Education students at MCS per October count.}$$

F. Small Attendance Center Grant:

As administrative overhead will be withheld from per pupil funding, the entire small attendance center grant will be passed through GWSD to MCS.

G. Grants:

Grants, federal, and state funding **that pertains to eligible students in the GWSD** will include MCS on a pro rata basis. Title I monies to be distributed on a per pupil revenue basis after need is established utilizing the Family Economic Data Survey or Free and Reduced Lunch Application, if the Title I application allows.

H. Transportation:

MCS has purchased a school bus through a loan from GWSD, which has been re-paid in full. MCS pays for the vehicle purchase price, driver, and gas. GWSD will pay for maintenance, insurance and staff training. GWSD will file the CDE-40 Public School Transportation Fund Reimbursement Claim and reimburse MCS for an average per mile charge to be determined annually by the GWSD business manager after CDE reimbursement has been received.

I. Staff Salaries:

Staff salaries are determined by the MCS school board and director based on budgetary constraints. The GWSD salary scale is used as the base for classified staff. At times, salaries have been paid closer to the RFSD scale, which is higher than GWSD.

J. Articles of Incorporation:

As per the advice of GWSD attorney, David Price, Marble Charter School has filed articles of incorporation as Marble Charter School Inc. Should Inc. cease to exist all assets are transferred back to GWSD, who agrees to transfer equal funds to Marble Charter School. All assets, insurance, should be altered to reflect this change of status.

K. Annual Audit:

The school agrees to maintain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations, and make such records available to the School District, as requested, from time to time. The School agrees to engage and participate in an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis, as required by Colorado state law (the cost of which shall be borne by Marble Charter School).

8. Governance and Operation:

a. Nonreligious, Nonsectarian Status:

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

b. Commitment to Nondiscrimination:

The School shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the constitutional provisions prohibiting discrimination on the basis of disability, age, race, color, creed, sex, sexual orientation, national origin, religion or ancestry.

c. Accountability:

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

d. Open Meetings Law:

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

e. Free and Reduced Priced Meals:

The School District will make available any funds on a pro rata basis in order to help defray the expense of providing meals to qualifying students, provided MCS is participating in the Federal Hot Lunch Program.

f. Operational Powers:

Subject to the above conditions, the School shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by the School consistent with law, the (following powers including such other powers as provided for elsewhere in this Contract and in the Application to the extent

consistent with this Contract): contract for goods and services: prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this contract. The School District shall be given written notice of all accepted gifts, donations and grants, and any conditions thereof, within (7) school days of receipt. In exercising these powers, the School shall comply with all applicable Board approved policies unless a specific waiver is obtained. The School shall furnish to the GWSD Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the School's Governing Board (MCS Board By Laws in Appendix D).

g. Waivers: The School has been granted certain waivers from the State Board of Education, and by extension any School District waivers requested. Those waivers and the conditions therefore, are hereby incorporated into this Contract.

h. Bidding Requirements: Unless purchased from or through the School District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding, as required by Board policy and state law. The only exceptions will be for services offered to the School at substantial discounts or volunteer labor associated with the goods and services.

i. Semiannual Review: The School shall be subject to a semiannual review of its operations and finances by the Board or a designee.

j. Monthly Reports: The School shall be responsible for submitting to the Board, within thirty (30) days following receipt of financial reports from the School District, a written revenue and expenditure report with comparison to budget, and on a regular basis, a written report concerning its operation, including, without limitation, progress made towards its educational goals and objectives, policy developments issues, student attendance and student discipline information, and personnel matters.

k. Term: The Charter and this Contract are effective until June 30, 2018. The Charter may be renewed for an additional five or more year period by mutual agreement of the parties.

l. Termination: This Contract may be terminated and the Charter revoked by the Board, for any of the grounds provided by state law, C.R.S. 22-30-5-110 (3) and (4), and/or for any material breach of this Contract, upon (30) days' advance written notice being given to the School. Should the School choose to terminate this Contract and revoke its Charter before the end of the Contract term, it may do so with the Board's approval, at any time, upon (30) days' advance written notice.

m. Dissolution: In the event that the School should cease operations for whatever reason, including the nonrenewal or revocation of the Charter, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of the School; provided, however, that in doing so, the School District does not assume any liability incurred by the School beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence.

9. Employment Matters: The guidelines set forth on pages 19-21 of the Application concerning employment matters such as employee relationships, job descriptions, and terms and conditions of employment are accepted by the School District, and shall supersede the requirement of any Board approved policies or regulations, to the extent permitted by law and subject to the following conditions in addition to all other provisions of this Contract:

a. Hiring of Personnel: All persons who perform services for the School shall be considered “at-will” employees or volunteers of the School and not the School District. The School District agrees that the School may select its personnel directly without prior authorization from the School District’s Board, subject to compliance with all federal and state rules and regulations, including without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. The School shall inform the School District’s Superintendent or designee of all personnel selected. The Director(s) of MCS may terminate the employment of any personnel so long as such employees are not terminated for constitutional impermissible reasons.

b. Employee Compensation, Evaluation and Discipline: The School District agrees to waive all Board approved policies and regulations concerning the compensation, evaluation, promotion, discipline and termination of the employment of School employees subject to compliance with all state rules and regulations, unless specific waivers are obtained by the State Board of Education.

(i) The School’s Governing Board and the school community shall be responsible for evaluating the performance of the School’s Director(s) on an annual basis, as provided in the Application. The written results of such evaluations and the evaluation reports shall be submitted to the Board on or before July 1st of each year for its review and recommendations to the Governing Board concerning any deficiencies, areas of growth, improvement or remediation.

(ii) The School shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline and termination of personnel, methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures; provided, however, the School shall not have the authority, by virtue of such policies or procedures or other action of the Governing Board , to change the “at-will” nature of the employment relationship.

c. Payroll: Employees shall be paid through the payroll department of the School district using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments as contained in applicable Board approved policies and regulations.

d. Benefits: Employees shall be entitled to receive the described on Schedule 2. Unless otherwise agreed in writing, all benefit programs will be handled and administered by the School District for the School consistent with the procedures utilized by the School District’s Business Services Department.

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

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

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

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

i. Employee Conflicts of Interest: All School employees shall comply with the Board’s policy and regulation, and applicable state law, concerning employee actual and potential conflicts of interest.

j. District Teachers: Current teachers of the School District who are selected for employment by the School are eligible for one-year leave of absence from their employment with the School District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the School District. The status of any teacher in the School District employed by the School shall not be affected by such employment. Upon returning to the employment of the School District, School teachers in good standing will be guaranteed a position with the District, although not necessarily in the same position as he or she previously held.

10. **Insurance and Legal Liabilities**: Page 21 of the Application is amended as follows which amendments shall supersede and control over any conflicting language contained in the Application.

a. Insurance: It is agreed that during the initial term of the Contract, the School district will provide insurance coverage as set forth in Schedule 2, attached and incorporated into this Contract, which are consistent with the coverage available to the District itself. The School agrees that it will coordinate all risk management activities through the School District's risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims and complying with the defense and reimbursement provisions of the Colorado Government Immunity Act and the School District's applicable insurance policies. The School shall neither compromise, settle, negotiate nor otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval.

b. Legal Liabilities: The School shall operate in compliance with all Board approved policies and regulations and all applicable federal, state and local laws, rules and regulations, unless specifically waived or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph (i) below subsequent to the execution of this Contract.

(i) Waiver: Waivers from specific Board approved policies or regulations and/or state law requested by the School by submitting such a request, in writing, to the School District's Superintendent. The request shall include the reasons why the School is in need of or desires the waiver. The Superintendent shall have ten (10) days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. Waivers of the Board approved policies and regulations may be granted only to the extent permitted by law. In the event the School District policy or regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation the School District agrees to jointly request such a waiver from the State Board of Education, if the School District's Board first approves the request.

(ii) Faith and Credit: The School agrees that it will not extend the faith and credit of the School District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that the School's authority to contract is limited by the same provisions in law or Board policy that apply to the School District itself. The School also is limited in its authority to contract by the amount of funds obtained from the School District, as provided hereunder or from other independent sources. The School's Governing Board shall hereby be delegated the authority to approve contracts to which the School is a party, subject to the requirements and limitations of the Colorado constitution, state law, Board approved policies and the provision of this Contract.

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

12. **Miscellaneous Provisions:**

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

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

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

d. **No Waiver:** The parties agree that no assent, express or implied, to any breath by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver to any succeeding or other breath.

e. **Dispute Resolution:** In the event any dispute arises between the School District and the School concerning this Contract, including, without limitations, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the School District or his designee for review. Thereafter, representatives of the School and the School District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the Board for this consideration. The decision of the Board shall be final; provided, however, the School may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act.

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

MARBLE CHARTER SCHOOL

BY- Alicia Benesh, President

ATTEST:

Craig Macek, SECRETARY

GUNNISON WATERSHED SCHOOL DISTRICT

BY- James R. Perkins, President

ATTEST:

Lisa Starkebaum, SECRETARY

Schedule 1

Charter School Contract

Business Services

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

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

Schedule 2

Charter School Contract

Employee Benefits

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

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

Schedule 3

Charter School Contract

Library Media Services

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

Appendix A

Marble Charter School Application

April 10, 1995

Available upon request:

Marble Charter School, Director of Operations and/or Board of Directors President

Gunnison Watershed School District, Superintendent

Appendix B

Marble Charter School Ends and Mission As of May 2011

Mission:

Students of MCS meet or exceed state academic standards in a vibrant and nurturing school community where they are given time and space to pursue their passions and strengthen their weaknesses.

Ends of the School

- I. Each student demonstrates at least a year's academic growth in each school year according to state and local district goals as measured by:
 - A. Standardized Testing
 1. NWEA
 2. DIBELS
 3. CSAP
 4. 6-trait writing
 5. AIMSWEB
 - B. Teacher evaluation of student progress
 1. Tri-annual report cards and conferences based on Colorado State academic standards
 2. tri-annual portfolio presentation
 3. Ongoing observation and classroom assessment
 - C. Parent Evaluation
 1. Parents will be able to measure and articulate student growth through a map of standards written in student- and parent-friendly language with examples
 - D. Student Evaluation
 1. Students will be involved in self-directed learning by setting goals, planning, tracking their progress and evaluation their success or failure
 2. Students will present their learning portfolio tri-annually
- II. MCS is a vibrant and nurturing school community
 - A. Our students are respectful and responsible citizens within their community
 - B. Our parents are actively involved in the school community, contributing their talents and resources
 - C. Our staff members are valued and treated with respect
 - D. Our school stakeholders feel like their ideas, suggestions, and concerns are heard and dealt with in a fair and open way
 - E. Our school is an integral part of the Upper Crystal River Valley community at large
- III. Each student will show the characteristics of an effective learner
 - A. Respects self, others, and property
 - B. Respects authority & follows directions
 - C. Accepts responsibility for decisions/actions
 - D. Demonstrates organizational skills
 - E. Works well independently
 - F. Works and plays well with others
 - G. Maintains self-control
 - H. Completes homework accurately & on-time
 - I. Takes pride in careful, quality work
 - J. Contributes to positive school environment
 - K. Handles frustration & conflict appropriately
 - L. Demonstrates academic integrity
 - M. Demonstrates self-confidence
 - N. Demonstrates problem-solving skills

Appendix C

Marble Charter School Enrollment Policy

As a public school, Marble Charter School is open to enrollment by any interested student, consistent with state law. As long as the class in which a student wishes to enroll is not at capacity or not expected to be at capacity (defined as 15 students per multi-age class), enrollment will be on a first-come, first-served basis as designated below. Given that we are a member school of the Gunnison Watershed School District, and that MCS is the only school in Marble, we will accommodate children that move into the GWSD area up to our facility & staffing capacity (currently 45 students – K-2 = 15, 3-5 = 15, 6-8 = 15). In the event that more students apply to enroll than the capacity of the school, enrollment shall be granted in the following order of priority:

First priority shall be given to currently enrolled students who re-enroll by April 1st of the upcoming school year.

Second priority shall be given to siblings of currently enrolled students who enroll by April 10th of the upcoming school year.

Third priority shall be given to students who reside within the Gunnison Watershed School District who enroll by April 15th of the prior school year. Five spaces, in addition to the 15 students/classroom, will be kept for GWSD residents who may move to the area later in the school year.

Any potential student who is offered the opportunity to enroll and refuses to do so, will forfeit their waiting list position.

WAIT LIST

Whenever more students apply to enroll in a class than there are spaces available in that class, their names shall be placed on a waiting list on a first-come, first-served basis.

Students on the waiting list will be offered the opportunity to enroll when the corresponding class falls below its maximum size and all students with priority have been offered admission.

Any potential student who is offered the opportunity to enroll and refuses to do so will forfeit their waiting list position.

Adopted:

MCS Board - 01/2013

GWSD Board – 02/2013

LEGAL REF.S:

CRS 22-1-102, CRS 22-32-116, CRS 22-33-103, CRS 15-15-104,

CRS 22-32-113 (1)(c), CRS 22-32-115, CRS 22-52-104 (1)

Appendix D

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 particular seat will be asked to apply. A volunteer will be selected by a vote of the Board from among those who have volunteered. This vote shall be by secret ballot. Should resignation or dismissal of Board members leave the Board with five members, then the elected member may not be replaced.

Section 4. GENERAL POWERS AND DUTIES: The Board will lead and represent the School. Without limiting the generality of the foregoing, the Governing Board may exercise all such powers of the School as are provided by State and Federal law, GWSD Board of Education policy, and these Bylaws. The Board will assign duties and responsibilities in accordance with its Governing Policies.

Section 5. COMPENSATION: Members of the Board shall receive NO compensation for their services as members of the School's Board.

Section 6. RESIGNATION AND REMOVAL: Any Board member may resign at any time by giving written notice to the President or Secretary of the Board, either by letter or email. Such resignation shall take effect at the time specified therein; and, unless otherwise stated, the acceptance of such resignation shall not be necessary to make it effective. Any member of the Board may be removed at any time, with or without cause, following Board policies and by an affirmation vote of two-thirds of the remaining Board members, regardless of whether the number of Board members remaining constitutes a quorum, whenever, in their judgment, the best interest of the School are served by the removal. The Board's Policy on this subject, provides further detail on the procedural steps to be followed, GP-10.

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

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

Article III.

ELECTIONS

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

Article IV.

MEETINGS OF THE BOARD

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

Section 2. NOTICES: Whereas, the provisions of the Colorado Sunshine Act of 1972, C.R.S. 24-6-401 et seq., as amended by the Colorado General Assembly of April 29, 1991, require that full and timely notice to the public be given of meetings of the Board; and Whereas, in addition to any other means of giving full and timely notice, the Act provides that the Board shall be deemed to have given the requisite notice if the notice of the meeting is posted in a designated public place within the boundaries of the School District property no less than 24 hours prior to a meeting; Therefore, be

it resolved, by the Board of the School that notice, including specific agenda information where possible, of any meeting of the Board must be posted 24 hours in advance on the door of the School. The posting of such notice shall be one means of providing full and timely notice to the public of such meetings and that the location for the posting of notice as approved in the Resolution shall continue in effect until changed by subsequent official action by the Board.

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

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

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

Article V.

OFFICERS OF THE BOARD

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

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

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

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

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

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

Article VI.

COMMITTEES OF THE BOARD

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

Article VII.

DIRECTOR

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

Article VIII.

CONTRACTS, GRANTS, and RECORDS

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

Article IX.

BOOKS and RECORDS

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

Article X.

PROCEDURE TO AMEND THE BYLAWS

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

**Appendix E
Marble Charter School Waivers**

**Rationale and Replacement Plan (RRP)- Available upon request:
Marble Charter School, Director of Operations and/or Board of Directors President
Gunnison Watershed School District, Superintendent**

Automatic Waiver Statute	Description of Statute
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(ee), C.R.S.	Local board powers- Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-203, C.R.S.	Teacher Employment Act- Requirements for probationary teacher, renewal and nonrenewal
22-63-206, C.R.S.	Teacher Employment Act- Transfer of teachers
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act- Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act- Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act- Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act- Describes payment of salaries