



BOARD OF EDUCATION UPDATE
Fantastic 49 – Recognition of Teacher’s National Board Certification

BOARD MEETING DATE February 13, 2014

BACKGROUND INFORMATION

Beginning last school year, District 49 began implementing a support group for teachers interested in completing the National Board Certification process. Currently, four teachers are participating in this support group.

A total of six Nationally Board Certified Teachers are employed in Falcon School District 49 and we are working to increase that number throughout our District schools.

RATIONALE

National Board Certification is a proven way of ensuring that the most highly accomplished teachers remain in the classroom. This certification process provides teachers with a rigorous professional development experience, which includes self-assessment of teaching practices through the creation of a portfolio, feedback and collaboration. The program is targeted towards teachers at all stages of their careers to include pre-service, induction, established teachers, master teachers and those aspiring as instructional leaders. Teachers who are Nationally Board Certified typically experience greater levels of student achievement, positive student and parent relationships, and instructional leadership in their schools.

By continuing to provide support programs and incentives for National Board Certification, teachers in our schools, we will ultimately:

- Increase student achievement
- Retain highly qualified teachers
- Develop instructional leadership of teaching staff
- Provide for robust professional development
- Increase student and parent satisfaction

Currently 1% of teachers nationwide achieve National Board Certification.



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Mission Statement

To prepare students, in a safe and caring environment, to be successful, competent and productive citizens in a global society.

AGENDA

REGULAR BOARD OF EDUCATION MEETING

February 13, 2014

6:30 p.m.

Education Services Center – Board Room

Fantastic 49 - 6:00 p.m.

Recognition of Teachers' National Board Certification

Recognition of Lemelson-MIT InvenTeam Award

6:30 p.m.

1.00 Call to Order and Roll Call

2.00 Welcome and Pledge of Allegiance

3.00 Approval of Agenda

4.00 Consent Agenda

4.01 Approval of Matters Relating to Administrative and/or Professional Technical Personnel

4.02 Approval of Matters Relating to Licensed Personnel

4.03 Approval of Matters Relating to Educational Support Personnel

4.04 Approval of Learning Services Job Descriptions

4.05 Approval of Matters Relating to Chief Officers

4.06 Approval of Matters Relating to Innovation Leaders

4.07 Approval of Matters Relating to Central Office Administrative Personnel

4.08 Approval of Matters Relating to Building Administrative Personnel

4.09 Approval of Minutes of Regular Board of Education Meeting 1-9-14 and Special Board of Education Meeting 1-22-14

5.00 Board Update

5.01 Chief Officer Update

6.00 Open Forum

7.00 Action Items

7.01 Approval of Resolutions for Capital Planning Campaign

7.02 Approval of IDK Graduation Requirement and IKCA Weighted Grading Policies

7.03 Approval of Valiant Academy Contract

7.04 Approval of 2014-2015 Voice Over IP System

7.05 Approval of Job Description for Zone Leaders

7.06 Approval of Policy BEAA, Electronic Participation in School Board Meetings

- 7.07 Approval of DAAC By-Law Revisions
- 7.08 Items Removed from Consent Agenda

8:00 Information Items

- 8.01 Student Study Trips
- 8.02 Expulsion/Suspension Information

9.00 Discussion Items

- 9.01 Keyboarding Instruction
- 9.02 Capital Campaign Events & Strategies
- 9.03 Cultural Contract

10.00 Other Business

- 10.01 Executive Session: Pursuant to CRS 24-6-402(4)(b) conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.

11.00 Adjournment

DATE OF POSTING: February 7, 2014

Donna Teubner
Executive Assistant to Board of Education
and Personnel Director



BOARD OF EDUCATION AGENDA ITEM 4.01

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Administrative and/or Professional Teachinical Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are including in this roster.

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes X **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 4.02

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Licensed Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are including in this roster.

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes X **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 4.03

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Lisa Hines, Educational Support Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Educational Support Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are including in this roster.

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes X **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: February 3, 2014



BOARD OF EDUCATION AGENDA ITEM 4.04

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Amber Whetstine
TITLE OF AGENDA ITEM:	Learning Services Job Descriptions
ACTION/INFORMATION/DISCUSSION:	Consent

BACKGROUND INFORMATION, DESCRIPTION OF NEED: In an effort to continually improve the Department of Learning Services, revisions to the job description for position of Administrative Assistant to Learning Services are proposed in order to reduce specific duties related to Title Programs. An additional position, Title Programs Specialist is proposed, which will be funded through the state approved federal consolidated grant for Title I, II and III for the remainder of this fiscal year and beyond as deemed necessary and appropriate.

RATIONALE: During the 2013 consolidated grant application process, funds were allocated toward the creation of a position to provide coordination and oversight for federal title programs to include budget, accounting, maintenance of forms, policy and procedures. After evaluation of the time required to perform these responsibilities at an increased level of quality, it has since become apparent that including these duties as part of the Administrative Assistant to Learning Services is unreasonable. In order to continue to improve the level of quality in maintaining federal Title programs, a separate position dedicated to these tasks is necessary. Current staff reassignments may be considered to fill this role.

RELEVANT DATA AND EXPECTED OUTCOMES: See proposed job descriptions attached.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Major Impact	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	Major Impact
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact		

FUNDING REQUIRED: No ✓ **AMOUNT BUDGETED:** No additional funds required. Funding for additional position has been allocated and approved by Colorado Department of Education as part of the Title Consolidated Application process.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve proposed job description for Title Programs Specialist, and move to approve revised job description for Administrative Assistant to Learning Services and related re-assignments related to these positions as deemed necessary and appropriate by administration.

APPROVED BY: Peter Hilts, CEO

DATE: January 31, 2014



EDUCATION SUPPORT PERSONNEL JOB DESCRIPTION

Job Title:	Administrative Assistant to Learning Services		
Reports To:	Coordinator of Curriculum, Instruction and Assessment		
Initial Date:	June 17, 2013	Revised Date:	February 13, 2014
Office:	Education	Department	Learning Services
Work Year:	261 days	Salary Range:	Classified

SUMMARY:

This position is responsible for supporting administrative staff within the Learning Services department (Curriculum, Instruction, Assessment, Gifted and Talented, and Grants) to ensure effective and efficient department operation.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following statements of duties and responsibilities are intended to describe the general nature and level of work being performed by individuals assigned to this position. These statements are not intended to be an exhaustive list of all duties and responsibilities required of all personnel within this position. Actual duties and responsibilities may vary depending upon building assignments and other factors.

- Perform administrative tasks within the department to include answering phones, greeting visitors, responding to customers, maintaining calendars and schedules, arranging meetings and appointments.
- Provide secretarial support for the department to include preparing materials, making copies, filing, typing reports, taking minutes, scanning/faxing, organization and management of office supplies.
- Coordinate travel arrangements, accommodations, and conference registration.
- Provide customer service for internal and external customers to include responding to inquiries and requests, researching solutions, providing accurate communication, coordinating timely response of administrative staff as appropriate.
- Maintain a system of recording and summarizing budgets within the Learning Services Department.
- Assure account coding, purchasing and maintenance of records are in compliance with District policy, state and federal guidelines.
- Process purchase requisitions and p-card statements; maintains accounting records.
- Coordinate, collect and prepare time and attendance records for department staff.
- Collect and track substitute requests and timesheets aligned with department activities. Oversees payroll and stipend disbursement and payment.
- Oversee payroll / stipend disbursement and payment for department activity.
- Perform other duties as assigned.

GENERAL EXPECTATIONS:

- Promotes and follows Board of Education policies, building or department procedures, and any other rules and regulations as may be established by central, building, or department administration.
- Represents the district in a positive manner through courteous behavior and professional actions.
- Speaks to customers, parents, colleagues, supervisors, and community members with respect and dignity.
- Supports the ideas, efforts, and accomplishments of others.
- Uses team concepts to plan, problem solve, and share space, equipment, resources, and knowledge with coworkers.
- Maintains consistent, regular attendance at work and follows district procedures for absence reporting.
- Recognizes opportunities for improvement and/or implements improved methods within the limits of authority.
- Arrives and leaves work at scheduled times; respects time limits on breaks and lunch periods.
- Maintains work area in accordance with the job requirements.
- Dresses appropriately for work requirements.

- Prepares clear, concise, and factual written communications as applicable to the position.
- Adapts to changes in responsibilities and work schedule with a positive attitude.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Skills, Knowledge & Abilities:

- Oral and written communication skills.
- English language skills.
- Interpersonal relations skills.
- Basic math and accounting skills.
- Personal computer, keyboarding and word processing skills.
- Customer service and public relations skills.
- Critical thinking and problem solving skills.
- Organizational skills.
- Ability to initiate problem-solving tasks.
- Ability to maintain confidentiality in all aspects of the job.
- Ability to manage multiple priorities and tasks.
- Ability to diffuse and manage volatile and stressful situations.
- Intermediate to advanced ability to use Microsoft Professional Office Suite required at hire.

Education and Training:

High school diploma or equivalent required. Associate's degree or applicable training in related field preferred.

Experience:

A minimum of five (5) years of experience in related profession.

Skills, Knowledge, Equipment & Other:

Knowledge of Colorado laws and regulations related to federal programs. Operating knowledge and experience with office equipment and computer skills.

Certificates, Licenses, & Registrations:

None

Supervision/Technical Responsibility:

None

Budget Responsibility:

Assists in budgeting and accounting processes for expenditures of the department.

Physical Demands:

Frequently required to travel to schools, professional development sites and events. The employee must occasionally lift and/or move up to 50 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment:

The noise level in the work environment is usually moderate.

Mental Functions:

While performing the duties of this job, the employee is regularly required to coordinate, compare, analyze, communicate, synthesize, use interpersonal skills, and compile.



EDUCATION SUPPORT PERSONNEL JOB DESCRIPTION

Job Title:	Title Programs Specialist		
Reports To:	Executive Director of Learning Services		
Initial Date:	February 13, 2014	Revised Date:	n/a
Office:	Education	Department	Learning Services
Work Year:	261 days	Salary Range:	Classified

SUMMARY:

This position is responsible for supporting administrative staff within the Education Office to ensure effective and efficient practices related to Title Programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following statements of duties and responsibilities are intended to describe the general nature and level of work being performed by individuals assigned to this position. These statements are not intended to be an exhaustive list of all duties and responsibilities required of all personnel within this position. Actual duties and responsibilities may vary depending upon building assignments and other factors.

- Perform administrative tasks related to Title Programs to include answering phones, greeting visitors, responding to customers, maintaining calendars and schedules, arranging meetings and appointments.
- Provide secretarial support for Title Programs to include preparing materials, making copies, filing, typing reports, taking minutes, scanning/faxing, organization and management of office supplies.
- Coordinate travel arrangements, accommodations, and conference registration.
- Provide customer service for internal and external customers to include responding accurately to inquiries and requests, researching solutions, providing accurate communication, and coordinating timely responses of administrative staff as appropriate.
- Enter Colorado Department of Education approved budgets in Alio and maintain a system of recording, monitoring and summarizing budgets (Title I, II, III, ELPA) to ensure that accounts don't overspend.
- Interact with administrators, principals and secretaries to ensure compliance in regard to budget spend, CDE required planning processes, consolidated grant application, revision procedures and Title program related policies and procedures.
- Assure account coding, purchasing and maintenance of records are in compliance with District policy, state and federal guidelines.
- Process and monitor purchase order requisitions and p-card statements for compliance with program plans and maintain accounting records.
- Coordinate, collect and prepare time and effort forms in a correct and timely manner.
- Collect and track substitute requests and timesheets for all grant programs (Title I, II, III, ELPA).
- Oversees payroll/stipend disbursement and payment for Title program budgets.

GENERAL EXPECTATIONS:

- Promotes and follows Board of Education policies, building or department procedures, and any other rules and regulations as may be established by central, building, or department administration.
- Represents the district in a positive manner through courteous behavior and professional actions.
- Speaks to customers, parents, colleagues, supervisors, and community members with respect and dignity.
- Supports the ideas, efforts, and accomplishments of others.
- Uses team concepts to plan, problem solve, and share space, equipment, resources, and knowledge with coworkers.
- Maintains consistent, regular attendance at work and follows district procedures for absence reporting.
- Recognizes opportunities for improvement and/or implements improved methods within the limits of authority.

- Arrives and leaves work at scheduled times; respects time limits on breaks and lunch periods.
- Maintains work area in accordance with the job requirements.
- Dresses appropriately for work requirements.
- Prepares clear, concise, and factual written communications as applicable to the position.
- Adapts to changes in responsibilities and work schedule with a positive attitude.

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- Oral and written communication skills.
- English language skills.
- Interpersonal relations skills.
- Basic math and accounting skills.
- Personal computer, keyboarding and word processing skills.
- Customer service and public relations skills.
- Critical thinking and problem solving skills.
- Organizational skills.
- Ability to initiate problem-solving tasks.
- Ability to maintain confidentiality in all aspects of the job.
- Ability to manage multiple priorities and tasks.
- Ability to diffuse and manage volatile and stressful situations.
- Intermediate to advanced ability to use Microsoft Professional Office Suite required at hire.

Education and Training:

High school diploma or equivalent required. Associate's degree or applicable training in related field preferred.

Experience:

A minimum of five (5) years of experience in related profession.

Skills, Knowledge, Equipment & Other:

Knowledge of Colorado laws and regulations related to federal programs. Operating knowledge and experience with office equipment and computer skills.

Certificates, Licenses, & Registrations:

None

Supervision/Technical Responsibility:

None

Budget Responsibility:

Assists in budgeting for needs and accounting for expenditures of the department and state, federal and competitive grants.

Physical Demands:

Frequently required to travel to schools, professional development sites and events. The employee must occasionally lift and/or move up to 50 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment:

The noise level in the work environment is usually moderate.

Mental Functions:

While performing the duties of this job, the employee is regularly required to coordinate, compare, analyze, communicate, synthesize, use interpersonal skills, and compile.



BOARD OF EDUCATION AGENDA ITEM 4.05

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Continuing Chief Administrators
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes X **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 4.06

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Continuing Innovation Zone Leaders
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes X **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 4.07

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Continuing Central Office Administrative Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes **X** **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 4.08

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Continuing Building Administrative Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

RATIONALE: The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: Yes X **AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 4.09

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Donna Teubner
TITLE OF AGENDA ITEM:	Approval of Minutes of Regular Board of Education Meeting 1/9/2014 and Special Board of Education Meeting 1/22/14
ACTION/INFORMATION/DISCUSSION:	Consent Agenda

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Board approval required prior to posting minutes.

RATIONALE: Board of Education shall review minutes of meetings to ensure accuracy.

RELEVANT DATA AND EXPECTED OUTCOMES: Minutes of the two meetings will be posted on the district website after approval.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<u>Major Impact</u>	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	<u>Major Impact</u>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	<u>Major Impact</u>	Rock #5 — Customize our educational systems to launch each student toward success	<u>Major Impact</u>
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the consent agenda.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 7.01

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Melissa Andrews
TITLE OF AGENDA ITEM:	Resolution of Support for the Capital Planning Committee Proposal
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The members of the Capital Planning Committee have been working on organizing a Bond and/or Mill Levy Override campaign for November 2014.

- June 2013 to December 2013 – Identify Needs per Zone
- January 2014 – Board Presentation
- January 2014 to June 2014 –Public Engagement
- July 2014 to November 2014 - Campaign

RATIONALE: As the district has many capital and operational expenses which exceed the general budget, the Capital Planning Committee has decided to organize a Bond and/or Mill Levy Override campaign for the November 2014 election. Furthermore, the need for additional seats is very crucial.

RELEVANT DATA AND EXPECTED OUTCOMES: Should the voters approve a Bond and/or Mill Levy Override, this would help in covering the additional capital and operation expenses within the district.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Major Impact: Endorsing the committees work will honor the commitment of community members and district leaders.	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact: The proposal, if successful will provide the resources to establish District 49 as the best.		

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: None at this time

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve the resolution of endorsement and support for the work of the Capital Planning Committee.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: February 6, 2014



A Resolution of the Board of Directors of Falcon School District #49

In support and endorsement of

Our Plan to Bring Out the Best in District 49

- Whereas:** The Board of Directors commissioned a Capital Planning Committee to explore the district's growth needs and propose appropriate development in response to those needs, and
- Whereas:** District and Zone Leaders conducted a public and thorough process to nominate and select a parent and staff representative from each zone, and
- Whereas:** Whereas, members of the Capital Planning Committee conducted initial community town hall meetings to identify needs, wants, and priorities in each zone and for departments and programs within the district, and
- Whereas:** The Capital Planning Committee employed a second round of meetings to prioritize and reduce the initial list of project to those deemed essential to support projected growth, and
- Whereas:** The Capital Planning Committee has presented a comprehensive and adequate plan to renovate existing facilities, construct new facilities, and add required programs, and
- Whereas:** The Capital Planning Committee presented the plan at the Board Work Session on January 26, 2014 for review and discussion.

Now therefore, the board of education of falcon school district 49 thanks the members of the capital planning committee and does hereby endorse:

Our Plan to Bring Out the Best in District 49

The Board of Education further directs members of the Capital Planning Committee as well as district and community leaders to proceed with Phase 2—Public Input, to refine the plan and presentation in order to submit an optimized ballot question for voter approval in November 2014.

Tammy Harold, President

David Moore, Vice-President

STATE OF COLORADO)
FALCON SCHOOL DISTRICT #49)
EL PASO COUNTY)

I, Marie LaVere-Wright, the Secretary of the Board of Education of Falcon School District #49, El Paso County, Colorado (the "District"), do hereby certify that:

1. Attached is a true and correct copy of a resolution (the "Resolution") adopted by the Board of Education (the "Board") at the regular meeting held on February 13, 2014.

2. Notice of such meeting was posted in a public place within the boundaries of the District designated by the Board for the posting of notices of meetings of the Board no less than 24 hours prior to the holding of the meeting.

3. The Resolution was duly moved, seconded, and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

Board Member	Yes	No	Absent	Abstaining
Kevin Butcher	_____	_____	_____	_____
Tammy Harold	_____	_____	_____	_____
Chuck Irons	_____	_____	_____	_____
Marie LaVere-Wright	_____	_____	_____	_____
David Moore	_____	_____	_____	_____

4. The Resolution was duly approved by the Board, signed by the President and Vice President of the Board, sealed with the District's seal, and recorded in the minutes of the Board.

5. The meeting at which the Resolution was adopted was noticed and all proceedings relating to the adoption of the Resolution were conducted in accordance with all applicable by-laws, rules, regulations, and resolutions of the District, in accordance with the normal procedures of the District relating to such matters, and in accordance with applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand and seal of the District

[DISTRICT SEAL]

Marie LaVere-Wright
Secretary, Board of Education



BOARD OF EDUCATION AGENDA ITEM 7.02

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Tyra Little
TITLE OF AGENDA ITEM:	Policy Revisions Related Weighted Grading and Graduation Requirements
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: With the increase in opportunities and avenues for student advancement we are seeing more students enroll in and successfully complete college level Concurrent Enrollment courses. As these courses have a level of rigor on par or above that of Advanced Placement, CU Succeed and International Baccalaureate courses, college level Concurrent Enrollment courses should also be award credit on a 5.0 weighted grade scale.

Graduation requirements throughout the district are set at a minimum of 3 credits in Math and current policy allows for students to enter high school having earned 2 Math credits. This allows accelerated students to meet graduation requirements for Math at the end of their first year of high school inadvertently giving the impression that further advancement in this important core academic area is not necessary. Research also shows that colleges do not consider courses taken prior to 9th grade even if the courses are listed on a high school transcript and credit is awarded.

Administration recommends the board consider recommended changes to board policies listed below.

Policies to be Revised:

IKCA, Weighted Grading

IKF, Graduation Requirements

RATIONALE: Recommended changes will help to ensure District 49 produces credible transcripts.

RELEVANT DATA AND EXPECTED OUTCOMES:

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	Major Impact: Will ensure D49 produces credible transcripts; Will reward students with increase in overall GPA for taking Concurrent Enrollment classes
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead			

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve revisions to policies in agenda item 7.02 as recommended the administration.

APPROVED BY: Peter Hilts, CEO

DATE: January 31, 2014

Title	Graduation Requirements
Designation	IKF
Custodian	

Graduation from Falcon School District #49 is based upon credits earned in high school. One credit denotes the successful completion of a full year of study. Credit is awarded on a semester basis only and requires a grade of "D" or higher. Variable credit at the quarter shall not be awarded.

A diploma shall be awarded to students attending the Falcon Zone who complete the following credits:

Class of 2012 minimum of 27.5 credits

Class of 2013 minimum of 26.5 credits

Class of 2014 minimum of 25.5 credits

Class of 2015 minimum of 25 credits

Graduation credits are as follows:

English..... 4.0 credits

Social Studies 3.5 credits

Additional 0.5 credit required in Economics..... 4.0 credits

Effective Class 2013

Effective Class of 2013 Civics .5 credit reduction

Geography .5 credit reduction..... 3.0 credits

Science..... 3.0 credits

Mathematics (at High School) 3.0 credits

Practical Arts or Foreign Language..... 2.0 credits

Fine Arts 1.0 credit

Physical Education 1.0 credit

Health 0.5 credit

Elective Credits 9.5 credits

Effective Class of 2013 .5 credit reduction.....9.0 credits

Effective Class of 2014 1 credit reduction.....8.0 credits

Effective Class of 2015 .5 credit reduction.....7.5 credits

Total 2012 27.5 credits

Total 2013 26.5 credits

Total 2014 25.5 credits

Total starting in 2015 25.0 credits

A diploma shall be awarded to students attending the Sand Creek Zone who complete the following credits:

Class of 2012 minimum of 27.5 credits

Class of 2013 minimum of 26.5 credits

Class of 2014 minimum of 25.5 credits

Class of 2015 minimum of 25 credits

Graduation credits are as follows:

English4.0 credits

Social Studies3.5 credits

Science3.0 credits

Mathematics (at High School)	3.0 credits
Foreign Language	2.0 credits
Technology Effective Class of 2016.....	1.0 credit
Fine Arts.....	1.0 credit
Physical Education	1.0 credit
Health.....	0.5 credit
Elective Credits Class of 2012	9.5 credits
Elective Credits Class of 2013 1 credit reduction.....	8.5 credits
Elective Credits Class of 2014 1 credit reduction	7.5 Credits
Elective Credits Class of 2015 .5 credit reduction	7.0 Credits
Elective Credits Class of 2016 1 credit reduction.....	6.0 Credits

Total Class of 2012	27.5 credits
Total Class of 2013	26.5 credits
Total Class of 2014	25.5 credits
Total Class of 2015	25.0 credits

Diplomas of students attending the Sand Creek and Falcon Innovation Zones who meet the following requirements will include a college endorsement:

English	4.0 credits
American Literature and English Literature required	
Social Studies	4.0 credits
Science.....	4.0 credits
Chemistry required	
Mathematics	4.0 credits
Geometry and Algebra II required	
Foreign Language.....	2.0 credits
Two years of the same language required	
Fine Arts	1.0 credit
Physical Education	1.0 credit
Health	0.5 credit
Elective Credits	6.0 credits
Total.....	26.5 credits

A diploma shall be awarded to students attending the Vista Ridge (Power Zone) and iConnect Zone who complete the following credits:

Class of 2012 minimum of 26.5 credits
 Class of 2013 minimum of 25.5 credits
 Class of 2014 minimum of 24.5 credits
 Class of 2015 minimum of 24 credits

Graduation credits are as follows:

English.....	4.0 credits
Social Studies	3.5 credits
Effective Class of 2012 Civics .5 credit reduction	3.0 credits
Science.....	3.0 credits
Mathematics	3.0 credits

Practical Arts or Foreign Language.....	2.0 credits
Effective Class of 2013 reduction of 1 credit	1.0 credit
Fine Arts	1.0 credit
Physical Education	1.0 credit
Health	0.5 credit
Elective Credits.....	9.5 credits
Effective Class of 2012 .5 credit reduction	9.0 credits
Effective Class of 2014 1 credit reduction	8.0 credits
Effective Class of 2015 .5 credit reduction	7.5 credits
Total 2012.....	26.5 credits
Total 2013.....	25.5 credits
Total 2014.....	24.5 credits
Total starting in 2015	24.0 credits

Diplomas of students attending the Vista Ridge (Power Zone) and iConnect Zone who meet the following requirements will include a college endorsement:

English	4.0 credits
American Literature and English Literature required	
Social Studies	3.0 credits
Science	4.0 credits
Chemistry required	
Mathematics	4.0 credits
Geometry and Algebra II required	
Foreign Language	2.0 credits
Two years of the same language required	
Fine Arts.....	1.0 credit
Physical Education	1.0 credit
Health.....	0.5 credit
Elective Credits.....	7.0 credits
Total	26.5 credits

At the discretion of the Board, elective credit may be awarded to students who earn specific scores (.5 credit for any combination of Proficient and Advanced or 1 credit if the student receives Advanced in all areas) on the Colorado Student Assessment Program (CSAP). Students may earn a total of 2 elective credits for Proficient and or Advanced CSAP scores.

~~Middle school students may earn credit for high school level algebra and geometry classes which have been taught by a highly qualified teacher; the syllabus is to be identical to the course taught at the high school level. High school graduation credit will only be granted for those approved high school level classes in which middle school students have earned a grade of "A" or "B". One-half Physical Education credit can be earned per semester by:~~

- Successfully completing an athletic season
- Participating in a school sponsored activity, such as, JROTC drill, Civil Air Patrol, etc.
- Participating in marching band and successfully completing the required number of after school events

Two (2) .5 credits can be applied toward the 1.0 PE graduation requirement or 1.0 credit (elective) throughout a student's high school career.

The transcript posting will actually indicate the activity participated in during the semester.

Any student participating in a qualifying activity who due to unforeseen injury or circumstance is unable to complete the season may earn the attempted credit.

Final decisions will be determined by the building principal.

Contingent upon the approval of a counselor and the principal, college courses, correspondence courses, and night school courses may be accepted for high school credit. Independent study, work experience, and experience-based programs approved by a counselor and the principal may be taken for high school credit upon presentation of an instructional outline and objectives to be monitored by a faculty member.

Graduation requirements for students who have an IEP will be determined by the IEP Committee.

- Current practice codified: 1980
- Adopted: Date of manual adoption
- Revised: December 3, 1987
- Revised: April 18, 1991
- Revised: August 10, 2000
- Revised: March 7, 2002
- Revised: July 12, 2007
- Revised: January 10, 2008
- Revised: July 8, 2010
- Revised: September 8, 2011
- Revised: March 8, 2012
- **Revised: February 13, 2014**

LEGAL REFS:

CROSS REFS:



Title	Weighted Grading
Designation	IKCA
Custodian	

The Board of Education believes that all high school students should pursue the most challenging and rigorous course of instruction which their individual skills and abilities will allow them to master. At the same time, the Board believes that students who are engaged in the most demanding course work offered in the curriculum should be recognized in a manner which makes them highly competitive with their peers for admission to selective colleges and universities and for scholarships and financial aid.

The term “weighted grading” is used to describe the process of assigning additional strength or numerical value to a grade which a student earns in certain courses designated as “weighted” courses. This additional numerical value will be used to compute a student’s grade point average (GPA) and class rank. Courses selected for weighting are those which are determined to be rigorous, require prerequisites, and are considered as preparation courses for college.

All Advanced Placement (AP), **college level Concurrent Enrollment**, CU Succeed, and International Baccalaureate (IB) courses will be given credit on a 5.0 weighted grade scale. Designated honors courses will be given credit on a 4.5 weighted grading scale. Any student taking a weighted class who does not earn a passing grade will not be awarded class credit.

Students, who transfer into the District with credit in courses that meet the stipulations outlined, will have their transfer grades adjusted to the appropriate weighted grade scale.

All courses approved for weighted grades will follow a District approved curriculum and require the course final exam. Honors courses will be weighted once the curriculum has been developed to meet specific standards.

- Adopted: April 4, 2002
- Reviewed: July 8, 2010
- Revised: February 2, 2012
- Revised: April 8, 2012
- **Revised: February 13, 2014**

LEGAL REFS:

CROSS REFS:



BOARD OF EDUCATION AGENDA ITEM 7.03

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kim McClelland, iConnect Innovation Leader
TITLE OF AGENDA ITEM:	Charter School Contract with Valiant Academy
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: On August 1, 2013 the district received an Application from Valiant Academy, a K-7 charter school (with plans to grow through 12th grade).

The charter school application was reviewed by the charter subcommittee of the DAAC and a presentation on both applications was provided to the full DAAC at their first meeting on Sept. 24. Additionally, eleven district staff and three external experts reviewed the application using CHART (the online review tool). The average score of all 14 evaluators was 2.87.

On Sept. 18 the district conducted a three-hour capacity interview, according to the NACSA Principles and Standards. Following the meeting, Valiant Academy leaders responded, in writing, to 65 questions. The additional information was also considered in this executive summary.

According to statute, the Board of Education held its first public hearing on the application on Sept. 25 when the applicants presented information about their school. The second public hearing, and affirmative vote by the Board, was Oct. 10.

RATIONALE: The District intentionally has adopted NACSA Principles and Standards along with making a series of choices such as the retention of CSS, adoption of a new “model” charter contract and enhancements of all procedures and policies related to charter school authorization. This effort, in part, was to enable the District to broaden its portfolio of choice options.

Valiant Academy represents a unique educational and operational approach utilizing project-based learning.

RELEVANT DATA AND EXPECTED OUTCOMES: Valiant Academy Snapshot:

- Initially K-7 (#220), growing through 12th grade (#535).
- Project based learning, modeled after High Tech High.
- Within a supportive and safe culture, Valiant Academy integrates technology and project based learning into a rigorous curriculum that prepares K-12 students for post-secondary success in the 21st century as self-motivated, innovative thinkers who seek to resolve challenges collaboratively.
- Initially plans to locate at Hilltop Baptist Church.
- Will contract with Charter School Management Corporation for business services.

IMPACTS ON THE DISTRICT’S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<u>Minor Impact</u>	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	<u>Major Impact</u>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	<u>Minor Impact</u>	Rock #5 — Customize our educational systems to launch each student toward success	<u>Major Impact</u>
Rock #3 — Establish District 49 as the best <u>district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the Charter Contract between the District and Valiant Academy.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: January 31, 2014

VALIANT ACADEMY
CHARTER SCHOOL CONTRACT

This Charter School Contract (“Contract”), dated effective as of 1st day of July, 2014, is made and entered into by and between Falcon School District No. 49 (“District”) and Valiant Academy (“VA” or “the School”), a public charter school organized as a Colorado non-profit corporation (collectively, the “Parties”).

SECTION ONE: RECITALS

- 1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (“Act”), C.R.S. §§ 22-30.5-101 *et seq.*, for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3); and
- 1.2. WHEREAS, on October 10, 2013, the School District’s Board of Education (“Board”) approved VA’s charter application and directed a Contract be negotiated; and
- 1.3. WHEREAS, VA seeks approval of its charter and contract and desires certain waivers from School District policies/regulations and state law/rules, attached and incorporated herein as Attachment 1; and
- 1.4. WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law; and;
- 1.5. WHEREAS, the authority of the Board, as approved by the State Board of Education, to provide waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes;

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

SECTION TWO: ESTABLISHMENT OF SCHOOL

- 2.1. **Term.** This Contract is effective as of July 1, 2014 and shall continue through June 30, 2019. Although this Contract is for operation of the Charter School for a period of five 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 year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding VA or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.
- 2.2. **Charter School Legal Status.** VA is incorporated as a Colorado non-profit corporation and has filed as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. Unless the parties agree otherwise in writing, VA shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles

of incorporation and bylaws (Attachment 2). The School shall notify the District promptly of any change in its corporate and/or tax-exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of the Contract. As provided by the Charter Schools Act, VA shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by VA are considered to be operated by VA as part of the District. As such, VA is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, VA 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, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1. District Rights and Responsibilities.

A. Right to Review. VA shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:

- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. VA's operations, including health, safety and occupancy requirements; and,
- vi. Inspection of the facility.

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

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communication with the School's attorney concerning a matter that is protect by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session

minutes or subject to the work product exception relating to negotiations with the District.

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives within ten (10) days of the receipt of the complaint by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. The District further agrees to direct any complaining party to the School's internal grievance policy, so that the School and the complaining party may address the complaint at the School level, prior to any involvement by the District. Any written complaint shall be provided to the School as soon as possible but no later than three (3) days after receipt by the District.
- 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 the health and safety of the School's students.
- 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 the District receives from the State or other sources, including but not limited to, test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("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 represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.
- F. Access to Student Records. 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.

- G. District Responsibility to Report Costs/Accounting to the School. Within ninety (90) days after the end of each fiscal year, the District shall provide to the School the costs of services actually provided to the School from among the District's central administrative overhead costs and any direct costs that were charged to the School in accordance with the provisions of C.R.S. § 22-30.5-112(2)(a.4)(I,II). Pursuant to subsection -112(2)(a.4)(II), any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. Projected cost figures for any service to be purchased by the School from the District shall be provided to the School during its budget formulation phase.
- H. Reasonable Assistance. The District shall, within three business days, provide all requested signatures and, when necessary, all requested supporting documentation in order to permit the School to apply for any state, federal, or charitable grant of the School's election.

3.2. **School's Rights and Responsibilities.**

- A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for student enrolling in other Schools are transferred in a timely manner. Financial records shall be posted in accordance with the Financial Transparency Act (C.R.S. §§22-44-301 *et seq.*) and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any record as part of its oversight responsibility or to address compliance requirements.
- B. Notifications provided to the District. The School shall timely notify the District (and other appropriate authorities) in the following situations:
- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - ii. Any complaints filed against the School by any governmental agency.

Immediate notice. The School shall immediately notify the District of any of the following:

- i. Conditions that may cause VA to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
- ii. Any circumstance requiring the closure of VA, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather

- related event, other extraordinary emergency, or destruction or damage to School facilities;
 - iii. The arrest of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 - iv. Misappropriation of funds;
 - v. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or
 - vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.
- C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that VA has obtained waivers from state law and regulations and District policies in accordance with Section 5.5 of this Contract. A list of some, but not all, of the federal and state laws with which the School must comply are listed in Attachment 3.
- D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, may constitute a material violation of the Contract, and the District may take actions outlined in Section 3.6.
- i. Accreditation report, including the Unified Improvement Plan, in accordance with state requirements.
 - ii. Annual Performance Report (APR) to include:
 - a. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30, and July 30, that include:
 - b.
 - 1. Quarterly projected and actual enrollment
 - 2. Quarterly financial reports
 - 3. Governance information to include the charter school board roster and contact information, signed board disclosure/conflict of interest forms for each board member and policies addressing conflicts of interest, nepotism, excess benefits, and discrimination by October 30.
 - 4. Anything else as may be included in the District's Annual Performance Report and required of its charter schools.

- iii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §§22-44-301 *et seq.* (including current year budget and the two immediately prior two years' budgets).
 - 1. Proposed Budget-due April 15
 - 2. VA Board approved budget-due June 1
 - 3. Annual Audit-due October 15
 - 4. End of the year balance- due August 20
 - iv. School calendar – due June 1
 - v. Insurance certification – due July 15
 - E. Reserved.
 - F. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agent and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
 - G. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement the each Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 4.
 - H. District-School Dispute Resolution. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that may be directly affected by such dispute.
- ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.
- iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel,

witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.

- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.

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

Prior to applying a remedy other than that described in Section 3.2.K (Emergency Powers), the District shall send a notice of breach and provide the School an opportunity to cure. The notice shall state the deficiency and the basis (evidence), provide an opportunity for the School to contest the deficiency, and indicate a reasonable timeframe for remedying the deficiency and the expected results. Unless extraordinary circumstances dictate a different period, the School shall have thirty (30) days from receipt of notice to cure any perceived deficiency.

- i. Withholding up to Eight percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 3.2.D by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirement of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(9).
- ii. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the charter board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the charter board and the District's board with periodic reports of progress. The District may request the School to review and revise the plan if it reasonably determines it is not effective in remedying the deficiency. This remedy may be applied if the School fails to 1) make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, 2) achieve District accreditation requirements, 3) implement its educational program after a reasonable period of time, or 4) complete two (2) or more required reports by the established deadlines.

- J. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2.H, file an appeal with the State Board, or seek other remedies provided by law.
- K. 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.
- L. Contracts with Third Parties. The School may contract with any third party, including contracts related to any grants, not otherwise prohibited by state or federal law without prior approval or notice to the District. Notwithstanding the foregoing, prior to the School entering into a contract with an education service provider (ESP) (a.k.a. an education management provider (EMP) as defined by C.R.S. § 22-30.5-103(3.5)), the District must approve the ESP/EMP contract.

SECTION FOUR: SCHOOL GOVERNANCE

- 4.1. **Governance.** The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School Board's policies shall provide for governance of the operation of the School consistent with this Contract. The governing board shall operate in accordance with these documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301, in amending its articles of incorporation and bylaws. The bylaws or policies of the School shall include a requirement that each charter school board member annually sign a conflict of interest disclosure. The School agrees that its articles, bylaws, policies, operating agreement with an educational service provider (ESP), and any other documents or practices shall comply with the Charter Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a charter school in Colorado. The School further agrees that any changes to any documents that affect the fundamental governance of the School must be reviewed and approved by the District prior to such changes becoming effective.
- 4.2. **Corporate Purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 *et seq.*
- 4.3. **Transparency.** The School shall make its Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.
- 4.4. **Administrator Evaluation.** The governing board shall conduct a performance evaluation of the school's lead administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.

- 4.5. **School Dashboard and Annual Performance Report.** The School's Board shall develop a school dashboard that reflects the Board's focus on specific measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report.
- 4.6. **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the VA Board of Directors, not the District's Board of Education.
- 4.7. **Contracting for Core Educational Services.**
- A. The District acknowledges that the School may in the future contract with an educational service provider (ESP) (a.k.a. an education management provider (EMP) as defined by C.R.S. § 22-30.5-103(3.5)) for implementation of its core educational program. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that meets the conditions as may be subsequently mutually agreed by the District and the School, and which neither the School nor the District may unreasonably condition, withhold, delay, or deny.
 - B. Notwithstanding section 4.7.A of this Contract, the School may negotiate and contract with a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, 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.
- 4.8. **Board Training.** The School's Board shall adopt policy for its annual training plan. Further, each charter board member will satisfactorily complete charter school governing board training modules online [boardtrainingmodules.org], or comparable training within the discretion of the School and at the expense of the School, within a year of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

- 5.1. **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): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; 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; and, adoption of policies and bylaws consistent with the terms of this Contract.

- 5.2. **Transportation.** The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. Any transportation of students to the School (other than special education students who require transportation on a related service) shall be the sole responsibility of the School.
- 5.3. **Food Services.** The District and the School acknowledge and agree that foodservices are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. The costs associated with all food services shall be borne by the School.
- 5.4. **Insurance.** During the term of this Contract, the School shall maintain insurance coverage either purchased in its own right or through the District. Such insurance shall at a minimum include the following:
- A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:
- i. Minimum Limits:
 - \$1,000,000 each occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products and completed operations aggregate
 - ii. Coverages:
 - Occurrence form
 - Products and completed operations coverage
 - Personal injury
 - Contractual liability
 - Defense in addition to the limits of liability
 - Sexual abuse and misconduct coverage
 - Coverage for athletic participants, if the School participates in athletic programs
 - Special events coverage
 - Severability of interests provision
 - Additional insured endorsement on behalf of the District
- B. Automobile Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and nonowned autos):

- i. Minimum Limits:
 - a. \$1,000,000 combined single limit each accident
 - b.
 - ii. Coverages:
 - a. Additional insured endorsement on behalf of the District
 - b. Excess coverage for employees as insured using personal vehicles on School business
- C. Workers' Compensation Insurance: School will maintain workers' compensation insurance, including occupational disease provisions covering the School in accordance with applicable state laws and employer's liability insurance:
 - i. Minimum Limits:
 - a. Workers' compensation – statutory limits
 - b. Employer's liability: \$250,000 bodily injury for each accident; \$250,000 each employee for disease and \$500,000 disease aggregate.
 - c.
- D. Educators' Legal Liability: During the term of the Charter Contract, the School shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than \$2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased (an umbrella policy may be used to meet the limits requirement).
- E. Directors and Officers Liability: During the term of the Charter Contract, School shall maintain Directors and Officers Liability Insurance covering the wrongful acts, errors and omissions of its governing Board arising out of the administration of the School with a limit of not less than \$2,000,000 per claim/aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased.
- F. Excess/Umbrella Liability: School shall maintain umbrella/excess liability on an occurrence basis in excess of general liability, auto liability, employer's liability insurance described above, and, if available, excess of the Educators' Legal Liability and Directors and Officers Liability coverages:
 - Minimum Limits:
 - a. \$2,000,000 each occurrence and aggregate
 - b.
- G. Property Insurance: All property (building and contents) owned or leased by the School will be the responsibility of the School unless otherwise agreed by contract. School will carry property insurance covering its owned or leased

property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense.

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

5.5. **Waivers.**

- A. State laws and regulations.

- i. Automatic Waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 2.
- ii. Additional Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or 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 seek waivers only if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.
- iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 2. To the extent that 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 waivers after the original request. Upon receipt of such request, District officials 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 Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request, which shall not be unreasonably withheld, conditioned, delayed or denied. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent that 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.

5.6. **District Policies**

- A. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school. Through this Contract, the District has delegated this authority to the School. Such automatic waivers from District policy are subject to compliance with all state and federal laws, rules and regulations. In addition, any District policies enacted after the Effective Date of this Contract shall not apply to VA unless and until the Charter Board passes a resolution agreeing to be bound by the same.
- B. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 1 and any other waivers upon request by the School and approved by the District Board in its discretion, which shall not be unreasonably withheld, conditioned, delayed or denied.
- C. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District administrators 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 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.

SECTION SIX: SCHOOL ENROLLMENT AND DEMOGRAPHICS

- 6.1. **Student Grade Levels.** The School has been approved to serve students in grades K through 12. However, the Parties have agreed that the School will begin by serving students in grades K through 8 until it can demonstrate (1) that its educational program is successful and (2) that expanding into grades 9 to 12 will not adversely affect its budget. Prior to expanding into grades 9 to 12, the School shall seek approval from the District. The School will not have to submit a new charter application but simply demonstrate the two items contained in this section 6.1.
- 6.2. **Student Demographics.** The School shall abide by the provisions of the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3). The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School shall make reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall consistently attempt to make reasonable progress toward this goal.

- 6.3. **Minimum Enrollment.** The School's enrollment procedures shall be consistent with C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached. The minimum enrollment is 100 student FTEs, which is determined to be the lowest enrollment necessary for financial viability.
- 6.4. **Eligibility for Enrollment/Admissions.** Students shall be enrolled/considered for admission into the School without regard to race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.
- 6.5. **Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** The School shall follow admission procedures to ensure that the needs of students with disabilities are met.
- 6.6. **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 Charter Schools Act.
- 6.7. **Extracurricular Activities.** Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, the School's students may participate in nonacademic activities at other schools in the School District provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, VA or the student shall be responsible for payment of the fee consistent with the policies and practices of VA. VA students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.
- 6.8. **Student Movement after October 1.** After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law. *See* C.R.S. § 22-30.5-104(3) & 7(a).
- 6.9. **Expulsion and Denial of Admission.** The authority to hold expulsion hearings shall remain with the District Board of Education. However, the charter board, or its designee shall make findings of fact and recommendations to the District Chief Education Officer and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a charter school student by the District Board shall specify which District school(s) 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 students shall be the sole responsibility of the School. Unless purchased from the District prior to suspension or expulsion, in which case the District shall be solely responsible, 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. All costs for truancy shall be paid for by the School.

- 6.10. **Continuing Enrollment.** Students who enroll in the School shall remain enrolled in the School through the eighth grade, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.
- 6.11. **Volunteer Requirements.** Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

- 7.1. **Vision.** Within a supportive and safe culture, Valiant Academy integrates technology and project-based learning into a rigorous curriculum that prepares K-12 students for post-secondary success in the 21st century as self-motivated, innovative thinkers who seek to resolve challenges collaboratively.
- 7.2. **Mission.** Valiant Academy will strive to become the preeminent leader in project-based education by working with each student to achieve their highest academic and social potential in an educational framework of problem-solving, cross-subject application and teamwork.
- 7.3. **School Goals and Objectives.**
 - A. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth and growth gaps. Incremental progress in each of these indicators will be defined as progress sufficient to receive a ranking of Improvement or better. Further, the School will establish reasonable and agreed-upon academic targets in its Unified Improvement Plan. In the event the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.
 - B. School Specific Objectives.
 - i. Academic Priorities
 - ii.
 - a. i) If the School fails to maintain a rating of Performance on the Colorado School Performance Framework, it will be required to

submit a corrective action plan to the District. Two years of ratings below Performance will entitle the District to pursue non renewal and/or revocation of the charter contract.

- b.
- iii. Non-Academic Priorities
 - a. Students become self-motivated and take responsibility for their education.
 - b.
 - c. Students will be comfortable utilizing 21st Century technology.
 - d.
 - e. All students will participate in a school-wide program for individualized learning.
 - f.
 - g. All students will participate in civic activities and real-world projects that enhance their academic experience and social responsibilities within Colorado Academic Standards (CAS).
 - h.
 - i. Teachers will incorporate Habits of Mind throughout the curriculum and infrastructure to encourage high expectations of personal and academic success.
 - j.
 - k. Maintain a positive, peer-driven school culture.
 - l.
 - m. Actively engage parents/guardians as partners in their child's education.
 - n.
 - o. Hire and retain suitable Valiant Academy teachers.
 - p.
 - q. The Board of Directors will ensure that State finance requirements are met.
 - r.
 - s. Valiant Academy will establish behavior patterns that are indicative of students who are prepared for success.
 - t.
 - u. Create a passion for lifelong physical wellness through educational research and participation in physical wellness activities.
 - v.

7.4. Educational Program Characteristics. The School shall implement and maintain the following characteristics of its educational program:

Valiant Academy teachers work with students on specific, real-world projects to develop analytical thinking and technical skills, and to foster each student's sense of accomplishment. The School will strive to have small class sizes; the preferred student/teacher ratios are 20 students to 1 classroom teacher in the primary setting and 25 students to 1 classroom teacher in the secondary setting. Teachers work in cross-disciplinary teams to increase the integration and

depth of subject matter, as well as to increase the communication between instructors and students. Staff also participates in on-going professional development and collaboration. The school believes learning best occurs according to the educational program described here.

Valiant Academy is strongly committed to providing an excellent education to a diverse group of students. Our recruitment and policies will strive to attract a population of students that represents the racial, ethnic and socioeconomic diversity of Colorado Springs and the surrounding communities.

Valiant Academy's small class and school size and commitment to personalization will allow for flexibility to meet the needs of each individual student. This type of latitude is not often achieved in large middle schools. As a public school of choice, Valiant Academy will provide students in our region with a proven and innovative public middle school option. Valiant Academy expects to attract students throughout the greater Colorado Springs metropolitan region. The first year students will be accepted in grades kindergarten through 7th grade. The School will add 8th grade the following year. The School may expand into grades 9 to 12 according to section 6.1, above. Eventually, the School will reach full capacity with grades K-12.

Project-based learning is the means that Valiant Academy students will learn 21st Century Skills and content knowledge. Through direct instruction and projects, Valiant Academy students learn the content and skills needed to succeed, required by Colorado Academic Standards. Inquiry-based education provides an exciting and relevant curriculum, but if students do not have the content base from which to inquire, this pedagogy fails; therefore teachers will utilize purposeful lecturing and instruction.

The guiding strategy of instruction at Valiant Academy is to engage students through project-based learning, an approach that transforms teaching from "teachers telling" to "students doing." Project-based learning (PBL) emphasizes long-term, multi-disciplinary assignments and activities that are student centered and focus on authentic problems and issues. PBL encourages students to think analytically and incorporate current technologies in their assignments. It also creates an environment where students use inquiry to understand the world around them and construct meaning from their own experiences. A real-world project demonstrates an outcome similar to those that are completed and presented by professionals in all areas. For example, a diorama is not an acceptable end-of unit project at Valiant Academy because while there may be a demonstration of learning, the process of completing the project and the final outcome are not authentic. A better demonstration of learning could be a short film reenacting one of the scenes in a book using a rewritten script. A final project should be appropriate to 21st Century skills and postsecondary work.

Rather than solely confirming facts on traditional tests, students prove their knowledge through research projects, hands-on demonstrations and/or exhibitions of work. Projects range from short to long in duration with extended projects lasting up to six weeks or more. The length of project will increase with grade level; students in grades k-3 may only complete projects that last for a few weeks at a time, while 8th graders may do a six-week project. This provides the students with opportunities to develop and eventually meet the 21st Century Student Outcomes, which includes Life and Career Skills, Core Subjects, Information, Media and Technology Skills,

and the 4Cs (critical thinking, communication, collaboration, and creativity). In accordance with the 21st Century Skills, this will prepare students to be more successful in their postsecondary opportunities.

In its simplest form, project based learning is learning by doing, creating, and thinking. At Valiant Academy, this will be accomplished by: Asking; Editing; Writing; Offering; Listening; Designing; Presenting; Analyzing; Exhibiting; Verbalizing; Researching; Collaborating; Problem-solving; Critically thinking; Making connections; and Hands-on manipulating & building.

Valiant Academy's educational program is organized around three design principles identified by community feedback and supported by current research: Environment, Personalization, and Community Connection.

1) Environment

The school environment allows for flexible scheduling and team teaching. In addition, there are common work areas that nurture collaboration and teamwork. Facilities are tailored to individual and small-group learning, including networked wireless laptops, project rooms for hands-on activities and exhibition spaces for individual work. The school and class size allow for personalization of instruction. Finally, the potential for a K-12 pipeline allows for students and families to stay within the Valiant Academy system for the entirety of their schooling.

2) Personalization

The school personalizes learning by providing an advisor for students and encouraging students to pursue personal interests through projects. The staff advisor will monitor student's personal and academic development and will serve as the point of contact for the family. Further the advisor works with the student and family to ensure that an individualized program is developed and maintained, which reflect each student's special needs and interests. Each student will have the same advisor for his or her entire elementary school time, middle school time, and high school time. Students create a personal digital portfolio of work samples and reflections on learning. Students engage in authentic projects that enable them to learn while working on problems of interest and concern to the larger community. Students pursue interests through projects in small learning communities. Students with special needs receive individual attention in a full inclusion model.

3) Community Connection

Students will partake in projects that deal with local, state, national, and global problems, as well as complete community outreach projects, community service, and internships. Students experience some of their best learning outside the school walls often drawing on adult resources they might not otherwise be exposed to. Projects call for outdoor investigation and exploration; interviews with local business leaders, government officials, and the general public; and research utilizing government records. Students will exhibit their work to adult audiences. There will also be partnerships with local businesses and universities.

- 7.5. **GED and On-line Programs.** The School's educational program as contained in the Application and reviewed by the District does not include a GED program or online program; accordingly, the School is prohibited from offering such GED or online programs, without permission of the District.
- 7.6. **Curriculum, Instructional Program, and Pupil Performance Standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.
- 7.7. **English Language Learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners.
- 7.8. **Indigent Students.** The School shall waive all applicable fees for indigent students in accordance with School District policy/regulations, unless waived, and applicable federal and state law. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall comply with all state and federal requirements regarding the provision of services to students eligible for free and reduced lunches if and when the School offers food service.
- 7.9. **Gifted and Talented Students.** The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.
- 7.10. **Education of Students with Disabilities.**
- A. The District shall provide special education support services to students at the School, except that the School shall hire its own special education teacher(s) subject to review of licensing. The School shall staff its special education personnel applying the same staffing formula used within other District schools. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs. Support services shall include psychologists, social workers, nurses, physical therapists, occupational therapists, audiologists, speech therapists, staff development and administrative

and office support. Support services do not include legal costs or special education instructional service costs.

- B. A description of the special education services to be provided by the District pursuant to Section 7.10.A above and their cost is provided in Attachment 5. District services for special education shall include, but not be limited to, the District being responsible for providing and paying the cost of defense of any and all charges, complaints, or investigations concerning special education by the Office of Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.
- C. The School agrees to comply with all Board policies and regulations and the requirements of state and federal laws and regulations concerning the education of students with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- D. The School shall direct the development and/or modification of any IEP for special education students of the School and may request the District's assistance. The District's Executive Director of Individualized Education, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of state and federal law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- E. The School's special education teachers are not required to attend, but shall nonetheless be invited to participate in relevant staff meetings, professional development, and trainings sponsored by the District.
- F. The District or the School may identify from time to time changes to the educational program of the School that (1) are reasonably necessary to comply with applicable law for educating students with disabilities, or (2) 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.
- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of state and federal law.

SECTION EIGHT: FINANCIAL MATTERS

8.1. Revenues/Funding.

- A. During the term of this Contract, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded FTE pupil enrolled at the School. The District, however, shall retain the actual amount of the School's per pupil share of the central administrative overhead costs for services actually provided to the School; except that such amount shall not exceed five percent (5%) of the District's PPR for each funded FTE pupil enrolled at the School. The District may also withhold the per pupil costs of services purchased by the School from the District as specified in Attachment 5, to include funds to cover the School's obligation to offset SPED LEA costs and potential risk associated with potential students with "severe" needs, as defined by the District. For purposes of calculating enrollment, kindergarten students shall count as one-half of one funded FTE pupil. The term "funded FTE pupil," as used in this Section, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. Children enrolled in the preschool program shall not be counted in any student count. The funds withheld by the District to cover the actual costs of central administrative overhead, services purchased under this Contract, as specified in Attachment 5, and any actual direct costs as negotiated between the parties prior to the beginning of each fiscal year under this Contract shall be subject to an itemized accounting and presented to the School within ninety (90) days after the end of the fiscal year and shall be reconciled to actual costs for services actually provided within ninety (90) days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). If the actual costs of central administration overhead, direct costs, and the costs of services directly purchased by the School are less than the funds withheld, the difference between the amount initially charged to the School and the actual cost shall be paid to the School. Conversely, if the amount withheld is less than the actual costs, the difference shall be repaid to the District on a per pupil basis by withholding over the remainder of the budget year.
- B. Financial Adjustments. Any CDE 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, spread out over the remaining months in the school year, rather than as a "lump sum" in any one month's distribution.
- C. Mill Levy Funds and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds

shall be made available to the School on the same schedule that they are made available to other District schools.

The School shall re-evaluate its long-term facility needs on or before April 1 of each year in connection with the development of its proposed annual budget. Requests by the School to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing with a capital construction plan as specified in C.R.S. §22-30.5-404(3) and other supporting documentation to the School District's designee as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law. As provided in the Charter Schools Act, funding to the School under this Contract shall be reduced by the amount of any direct payments of principal and interest due on any bonds which may be issued on behalf of the School by a governmental entity other than the School District for the purpose of financing capital construction that were made by the State Treasurer or the School District on behalf of the School. Payment of principal and interest due on any bonds which may be issued on behalf of VA by a non-governmental entity will be the responsibility of the School through the VA Building Corporation or trustee as established by the bonding agreements, as appropriate.

- D. Federal 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.*, Titles I through V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- E. State Categorical Aid. On or before January 15 of each school year, the District shall provide to the School the School's proportionate share of applicable state categorical aid (*e.g.*, English Language Proficiency, Gifted and Talented, capital construction funds, or transportation funding) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE, as required.
- F. Significant Changes to the Public School Finance Act. The Parties agree that if the Public School Finance Act of 1994, C.R.S. § 22-54-101 et seq., is significantly changed, *e.g.*, by Senate Bill 13-213, or something equivalent, becoming effective, then the Parties will re-negotiate the financial portions of this Contract that are affected so that they align with the new public school finance law.
- G. Grant Funding. One hundred percent of any and all revenues from grants applied for and/or received by the School ("Grant Revenues") shall be retained by the

School and no such financing shall be due or payable to the District, unless such Grant Revenues are explicitly awarded to the School and the District as joint grant applicants or to the District as the local education agency (LEA), or as otherwise set forth in the terms of the grant award.

8.2. **Disbursement of Per Pupil Revenue.**

A. For the term of this Contract, funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to adjustments, deductions and annually contracted services as set forth in Attachment 5 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.

8.3. **Budget.** The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its balanced budget to the District on or before June 1 of each year so that the District can review the School's balanced budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the School District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the School District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its balanced budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

8.4. **Enrollment Projections.** The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 30, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official enrollment for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting VA's enrollment or otherwise inhibiting the growth of VA.

8.5. **TABOR Reserve.** The School shall maintain its own TABOR reserve.

8.6. **Contracting.** The School shall not extend the faith and credit of the 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 District, and VA'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 VA shall include the following provisions:

- A. The contractor acknowledges that VA is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. Any financial obligations of VA arising out of this agreement are subject to annual appropriation by its Board of Directors.

8.7. Annual Audit and Trial Balance.

- A. Annual Audit. The School will undergo an independent, outside governmental audit by a certified public accountant, chosen by the School's governing body, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. The School will bear the costs of its independent audit. VA is aware of the interactive nature of its audit and that of the District and will ensure that its independent auditor cooperates with the District auditor in providing relevant information by October 1 so that both audits might be finalized by October 20. The District, in turn, will attempt to provide preliminary figures associated with the annual itemized accountings for central administrative overhead costs, purchased services and agreed direct costs in advance of the ninety (90) day period from the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). In the event the School fails to provide the financial information to the District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District, after providing written notice to the School, may withhold up to ten percent (10%) of any monthly funding flow due the School until such time as VA complies with the financial reporting requirements.
- B. Trial Balance. The School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual audit in accordance with the dates and procedures outlined above.

8.8. Quarterly Reporting. The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b) and post required reports pursuant to C.R.S. §22-44-301 *et seq.* Such reports shall be submitted to the District no later than forty-five (45) days following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

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

8.9. Non-commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

- 8.10. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.
- 8.11. **Direct Costs/District Services.** The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the School District the services and materials specified in Attachment 5 at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect. Annually, when adopting its budgets, The School will commit to purchasing the services it selects from the School District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so by mutual agreement with the District. Costs shall be adjusted annually by the School 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), and any difference between the amount initially charged to VA and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the school district, unless otherwise waived. 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 parties mutually recognize that the District is barred from withholding funding for direct costs unless the payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

- 9.1. **Employee Matters.** The parties agree that teachers and other staff employed at the School are employees of the School, and are not employees of the School District. The School is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons.
- A. Hiring of Personnel. Personnel may be selected by the School subject to compliance with all state and federal 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 may terminate the employment of any personnel without cause and for any reason not prohibited by law.
- B. Employee Compensation, Evaluation and Discipline. 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. Final administrative appeals in matters regarding employment and employee discipline shall be determined by

the charter school Board of Directors and not by the School District's Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the School.

The School shall immediately notify the School District and other appropriate authorities, in accordance with state law, of discipline of employees at VA arising from misconduct or behavior that may have resulted in harm to students or others or that may have constituted violations of law or applicable School District policy/regulations.

- 9.2. **Instructional Providers.** The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable state and federal laws, rules and regulations (unless waived), including the federal Elementary and Secondary Education Act, as amended or its equivalent.
- 9.3. **Background Checks, Fingerprinting.** The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable laws, rules and regulations.

SECTION TEN: FACILITIES

- 10.1. **School Facilities.** The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements.
- 10.2. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
- 10.3. **Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing VA the use of under-utilized District facilities until such time as the impracticability condition is corrected.

SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

- 11.1. **Renewal Process.** The School shall submit its renewal application during the 2018-2019 school year in accordance with then-current District procedures and process. The District Board of Education shall act on the renewal application by resolution no later than February 1, 2019, unless the term of this Contract has been previously extended by Board action. Before the District Board takes action, it shall allow a public hearing wherein the School shall have the opportunity to address the Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

- 11.2. **Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.
- 11.3. **Criteria for Renewal or Non-renewal and Revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:
- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.
 - B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- 11.4. **Termination and Appeal Procedures.** The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.
- 11.5. **School-initiated Closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.
- 11.6. **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in the facilities if such facilities are held by the VA Building Corporation or such other nonprofit entity as may be formed exclusively for the maintenance and support of the School (collectively, "VA Building Corporation"), under lease to the School. The District's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and,
 - B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.
- 11.7. **Return of Property.** In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the foregoing, the District shall not have the right to retain property owned, or held in the name of, the VA Building Corporation or property leased by VA, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE: GENERAL PROVISIONS

- 12.1. **Order of Precedence.** In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that the Contract shall take precedence over policies of either Party and the Application, applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the Application, and policies of the School or mutually-acceptable practices developed during the term of the Charter Contract shall take precedence over the Application.
- 12.2. **Amendments.** No amendment of the Contract shall be valid unless ratified in writing by the District Board and the School's Board of Directors and executed by authorized representatives of the Parties.
- 12.3. **Merger.** This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings and discussions are merged herein and are superseded by this Contract.
- 12.4. **Non-assignment.** Neither Party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.
- 12.5. **Governing Law and Enforceability.** This Contract shall be governed and construed according to the Constitution and laws of the State of Colorado and applicable federal

laws of the United States. If any provision of this Contract or any application of the Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either Party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The Parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

- 12.6. **No Third-party Beneficiary.** The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School 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.
- 12.7. **No Waiver.** The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
- 12.8. **Notice.** Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the established address of the School's prime operating facility, in the case of notice being sent to the School, or to the District's Administrative Offices, 10850 East Woodmen Road, Falcon, CO 80831 in the case of notice being sent to the School District. Either Party may change the address for notice by giving written notice to the other Party.
- 12.9. **Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.
- 12.10. **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and School District policies/regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise comparable District schools.

[Signature Page Follows]

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

VALIANT ACADEMY

By_____

President, Board of Directors

ATTEST:

Secretary, Board of Directors

FALCON SCHOOL DISTRICT NO. 49

By:_____

President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:

Approved as to form:

School District Attorney

Charter School Attorney

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

VALIANT ACADEMY

By_____

President, Board of Directors

ATTEST:

Secretary, Board of Directors

FALCON SCHOOL DISTRICT NO. 49

By:_____

President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:

Approved as to form:

School District Attorney

Charter School Attorney

Section O: Waivers

Following charter approval and during contract negotiation, Valiant Academy anticipates submitting waiver requests to the State Board of Education.

Valiant Academy anticipates requesting the automatic state waivers, included below, as defined by the Colorado Department of Education.

Valiant Academy has also identified additional statutes which are impediments to effective operation and will request waivers of those statutes, as specified in C.R.S. 22-2-117 (1) and (2). Valiant Academy anticipates working closely with its authorizer to examine these waivers and determine specific operational areas where it may adopt authorizer policies (or portions thereof) or develop its own specific policies. For each waiver granted, Valiant Academy will develop policies and procedures that comply with applicable Colorado law.

Valiant Academy believes that statutes identified below represent the likely set of waiver requests the authorizer can anticipate. However, during the course of implementation, Valiant Academy may identify additional statutes that may be impediments to the school's effective operations and may request waivers of those statutes, as specified in C.R.S. 22-2-117 (1) and (2). Assuming that the waiver requests are provided with adequate notice and appropriate rationale, Valiant Academy anticipates receiving support from its authorizer for those waiver requests.

Automatic Waivers

C.R.S. SS 22-9-106 Local board duties concerning performance evaluations for licensed personnel

Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state board, and the minimum information required in the district's written evaluation system.

Rationale: Valiant Academy will offer teacher evaluation methods to be listed in the charter school contract. This evaluation plan will evaluate performance areas: professional preparation and growth, human relations, professional techniques and professional conduct. In addition to this system of evaluation, teachers will be rewarded for overall student achievement. This portion of the evaluation system will be developed and refined as the school becomes operational and as exact parameters for performance are specified.

Replacement Plan: Valiant Academy will provide a supportive and yearly evaluation process for all staff. Teachers will be held accountable to the Principal and the Board of Directors of Valiant Academy. At a minimum, the evaluation system will consist of the procedures adopted by the Principal and adopted as policy by the Board of Directors. Valiant Academy will seek advice and counsel from the authorizer and submit its evaluation plan in annual reports.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: This will include, but is not limited to:

1. Measurement against pre-stated goals.
2. Portfolios.
3. Observations by peers, administration and teacher review committee.
4. Input from students and parents.

Expected Outcome: Valiant Academy will implement its program and evaluate its teachers in a manner that produces greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. SS 22-32-109 (1)(f) Local board duties concerning selection of personnel and pay

Requires the Board of Education to employ all personnel and determine their compensation.

Rationale: The School will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. The success of the School will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: Valiant Academy will be responsible for these matters. The Board of Directors will draw up a teacher contract. The Principal and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of the waivers will be measured by the performance criteria and assessments, as set forth in the approved Application and the Contract.

Expected Outcome: Valiant Academy will select, employ, and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. 22-32-110 (1)(h) C.R.S. Local board powers concerning employment termination of school personnel

Rationale: Valiant Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. The success of Valiant Academy will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: The School will be responsible for these matters. The Board of Directors will draw up a teacher contract. The Principal and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: Valiant Academy will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-126 Employment and authority of principals

(1) The board of education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the board shall determine necessary.

(2) The Principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the board of education, for the planning, management, operation, and evaluation of the educational program of the schools to which he or she is assigned.

(3) The Principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the board of education.

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. Valiant Academy must be able to look beyond the traditional supervisory administrative certification in selecting its Principal.

Replacement Plan: Valiant Academy will employ a Principal who will report to the Board of Directors. The administrator/principal does not have to hold a Type D certificate to perform the listed duties. An advanced degree is required and it is desirable that the advanced degree be in educational administration, a particular area of education, or a management degree.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: Valiant Academy will select and employ a Principal who can administrate effectively within the curricular model and Mission, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-63-201 Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception

Prohibits the Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. Valiant Academy must be able to look beyond the traditional licensure in its teachers.

Replacement Plan: Valiant Academy will employ teachers who will report to the Principal. The teachers shall demonstrate a Mastery of subject matter. An advanced degree is desirable.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: Valiant Academy will select and employ teachers who can instruct effectively within the curricular model and Mission, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-63-203 Employment of probationary teachers

Sets forth that during the first three school years that a teacher is employed on a full-time continuous basis, such teacher shall be considered to be a probationary teacher whose employment contract may be subject to non-renewal.

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. Valiant Academy must be able to look beyond traditional contracts and employ teachers on a year-to-year basis as “at-will” employees. Teachers not able to instruct in the specific curriculum after training and guidance must be terminated. The Board of Directors will develop an appropriate teacher’s contract.

C.R.S. SS 22-63-206 Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation

Suggests that a teacher may be transferred upon the recommendation of the chief administrative officer of a school district from one school, position, or grade level.

Rationale: Valiant Academy will not transfer from one school and/or district to another. However, teachers may change positions and/or grade levels within the school.

Replacement Plan: Valiant Academy will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. Current teacher/administrators can voluntarily proceed through the application and employment process of the school.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will be able to manage its own personnel affairs. Consistent with the terms of the approved application, the contract and the Colorado Charter Schools Act, the School will provide assistance for teachers to transfer back into district schools if they so choose.

C.R.S. SS 22-63-301 Teacher employment, compensation and dismissal act of 1990; grounds for dismissal

Stipulates that no teacher shall be dismissed for temporary illness or military leave.

Rationale: Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique budgetary constraints and should not be financially burdened in the case of teacher dismissals.

Replacement Plan: Valiant Academy will make staff dismissal assignments based on its needs, educational goals and financial constraints.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will be able to manage its own personnel and budgeting affairs.

C.R.S. SS 22-63-302 Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review

Describes the procedures for dismissal of a tenured teacher including review by a hearing officer and judicial review in the court of appeals.

Rationale: The success of Valiant Academy in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers to education within the specific model. The School must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure should not apply to Valiant Academy since the innovative and specific nature of the curriculum mandates novel and energized instruction.

Replacement Plan: Continued employment at Valiant Academy will be subject to an annual satisfactory performance evaluation. These policies and procedures will be established by the Board of Directors and enforced by the Principal. The School may terminate teachers who are rated unsuccessful.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will have the ability to terminate teachers who are unable to provide instruction and evaluation in accordance with the curricular model and mission of the school.

C.R.S. SS 22-63-401 Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule

Requires the Board to adopt a salary schedule that will be consistent with all teachers and that the Board shall place each teacher on the salary schedule at a level at least commensurate with outlined education, prior experience, and experience in the district.

Rationale: The employees of Valiant Academy are not employees of its authorizer. This section does not apply and is in contrast to the independent fiscal responsibility stated in the Charter School Act and the contract between Valiant Academy and its authorizer.

Replacement Plan: Valiant Academy has established its own salary and payment obligations based on its educational goals, subject to the limitations of the funding provided by the Charter School Act. The unique nature of the curriculum demands salary flexibility and pay increases by merit.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will be able to attract qualified personnel to provide instruction in accordance with its curricular model and mission.

C.R.S. SS 22-63-402 Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers

This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher's certificate, letter of authorization, or written authorization from the department of education.

Rationale: The school's contract provides that Valiant Academy is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its employees. Selection of personnel is subject to compliance with all federal and state rules and regulations.

Replacement Plan: Valiant Academy will, where possible, hire certified teachers and principals. However, in some instances it may be beneficial for the School to be able to hire teachers without a certificate who possess unique background and/or skills or fill a

need for the school.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will be able to employ professional staff possessing skills and/or backgrounds uniquely servicing its curricular model, or filling needed positions in non-core areas as defined by the NCLB Act.

C.R.S. SS 22-63-403 Teacher employment, compensation and dismissal act of 1990; payment of salaries

This section states that upon termination of a teacher prior to the end of the employment contract said teacher is entitled to a pro rated share of salary.

Rationale: Valiant Academy should be granted the authority to develop its own employment contracts and terms and conditions of employment, compensation and dismissal. Given the limited duration of the contract, Valiant Academy should not be required to give tenure and probationary periods to its teachers. The school will be operating with a specific curriculum for which employing the proper teachers is essential. Traditional pedagogy does not blend with the Valiant Academy model.

Replacement Plan: The charter school contract will require that Valiant Academy staff be employed on a year-to-year basis as "at-will" employees. The Board of Directors will develop an appropriate teacher's contract.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

Evaluation: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of its teachers and students.

Additional Waivers Requested:

C.R.S. SS 22-63-101 Teacher Employment, Compensation and Dismissal (General Provisions)

This section describes the general provisions for teacher employment, compensation and dismissal. The teacher tenure act creates a contract by law between the district school board and its faculty.

Rationale: The success of Valiant Academy in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. All staff is to be employed on a year-to-year basis as “at-will” employees.

Replacement Plan: Continued employment at Valiant Academy will be subject to an annual satisfactory performance evaluation. The Board of Directors will establish these policies and procedures. Teachers who are rated unsuccessful may be terminated by Valiant Academy.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Valiant Academy including its financial reporting arrangements, as set forth in the approved application and the contract.

Expected Outcome: Valiant Academy expects that as a result of this waiver, all employees will be aware and fully understand their status as “at-will” employees who cannot be tenured.

C.R.S. SS 22-32-109 (1)(b) Adopting Policies and Prescribing Rules and Regulations (Board of Education – Specific Duties)

Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District.

Rationale: Valiant Academy will be operating independently and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Act.

Replacement Plan: The Board of Valiant Academy will adopt policies and the Principal will prescribe rules and regulations.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no

financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: Valiant Academy expects that as a result of these waivers, it will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the application.

C.R.S. SS 22-32-110(ee) Employment of Teacher Aides and Non-Certified Personnel

Gives districts the authority to employ on a voluntary or paid basis teachers' aides and other auxiliary personnel to assist licensed personnel.

Rationale: Valiant Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, the School requests that these statutory duties be waived or delegated to the Board. The success of Valiant Academy will depend in large part upon its ability to select and employ its own staff and to train and direct that staff.

Replacement Plan: Valiant Academy will be responsible for these matters. The Board of Directors will draw up all contracts and volunteer agreements. The Principal and teachers will have flexibility in hiring auxiliary help to meet their needs.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of the waiver Valiant Academy will select and employ auxiliary help in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-110(1)(I) Reimbursement of Employees for Expenses Incurred by Employees

Rationale: Valiant Academy will be responsible for its reimbursement procedures.

Replacement Plan: Valiant Academy will be responsible for these matters rather than the authorizer or the district.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of the waiver Valiant Academy will create its own reimbursement policy in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-110(1)(j) Procurement of Group Life, Health or Accident Insurance for Employees

Rationale: Valiant Academy will be responsible for its own personnel matters, including insurance.

Replacement Plan: Valiant Academy will be responsible for these matters rather than the authorizer or the district.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of the waiver Valiant Academy will review and select insurance policies in accordance with the terms and conditions set by the Charter School Act.

C.R.S. SS 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding

Rationale: Authorizes the Board of Education to adopt policies necessary for the proper and efficient administration of district affairs, including procedures related to competitive bidding.

Replacement Plan: Valiant Academy will determine its own policies and procedures necessary to the proper and efficient administration of competitive bidding.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will determine its own policies and procedures necessary to the proper and efficient administration of competitive bidding. Having independence in the competitive bidding process will allow Valiant Academy to ensure the process does not hinder its financial viability nor its ability to efficiently deliver its academic program.

C.R.S. SS 22-32-109(1)(n)(I) Length of School Year and Hours of Instruction and School Calendar (Board of Education – Specific Duties)

Rationale: The school year at Valiant Academy will total approximately 180 days per year. Valiant Academy will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. Because Valiant Academy may offer after-hours tutoring, flexibility in the schedule is essential. The total number of student hours in school will equal or exceed those of the state minimum requirements (1056 hours) described in C.R.S. 22-32-109 (1) (m) (II) (A) and elsewhere in Colorado statutes.

Replacement Plan: The final calendar and the School's daily schedule will be designed after approval of the contract and will not be subject to the local district.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of this waiver, Valiant Academy will be able to operate with an independent calendar and schedule, which is vital to the success of its program.

C.R.S. SS 22-32-109(1)(t) Determination of educational program (Board of Education - Specific Duties)

Rationale: Valiant Academy has requested the authorizer to grant the Board of Directors the authority to determine the educational program and textbooks to be used in the School. Valiant Academy will choose the textbooks and materials that will be used and the procedure for making them available to its students.

Replacement Plan: The educational program that Valiant Academy will implement is

described in the Application.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School, as set forth in the application.

Expected Outcome: Valiant Academy expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the proposed standards.

C.R.S. SS 22-32-120 Establishment and Operation of Food Service Facilities

Rationale: Valiant Academy will be operating independently and should be delegated the authority to provide food service.

Replacement Plan: Valiant Academy's initial facility may not include food service ability. If needed, students will bring a sack lunch to school. Valiant Academy will provide for students qualifying for the free or reduced lunch program as required by law.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness and impact of the policy.

Expected Outcome: As a result of this waiver, Valiant Academy will be able to address food service in accordance to the limitations of the school's facility and financial status.

C.R.S. SS 22-33-104(4) Compulsory School Attendance (School Attendance Law) **22-33-1 07 Enforcement of Compulsory School Attendance**

Rationale: These statutes require the local school district to adopt and enforce a written policy setting forth the district's attendance requirement.

Replacement Plan: Valiant Academy will develop its own attendance policy commensurate with its academic programs.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Valiant Academy, as set forth in the approved Application and the contract.

Expected Outcome: Valiant Academy will develop and enforce its own school attendance policy. While Valiant Academy envisions itself as a school of daily attendance, there is a possibility of independent study as a conceivable adjunct to its regular program.

C.R.S. 22-33-105 Suspension, Expulsion and Denial of Admission

Rationale: Because it operates with autonomy, Valiant Academy should have the authority to establish its own student discipline and conduct code, and to suspend and expel students from Valiant Academy according to its own policy, as long as this policy is in accordance with state and federal laws.

Replacement Plan: These policies are set forth in section P of this application.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The objective of these waivers is to allow Valiant Academy to create a safe and productive atmosphere for student learning. Therefore, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the school.

Expected Outcome: Valiant Academy expects that as a result of these waivers it will be able to hold students more directly accountable for their conduct and ensure a safe and productive learning environment for students.

C.R.S. 22-32-110 (1)(k): Policies and Regulations Regarding Employee Training, Welfare, Conduct, etc. (Board of Education – Specific Powers)

Rationale: This statute allows the school district to adopt written policies, rules, and regulations, which may relate to the efficiency, in-service training, professional growth, safety, official conduct, and welfare of the employees, or any classification thereof, of the district. The innovative educational practices at Valiant Academy will require professional development and professional learning communities that differ significantly from those existing at the district.

Replacement Plan: Valiant Academy will establish its own policies regarding employee welfare, safety, in-service training, professional growth, official conduct, etc. Such

policies shall be consistent with state law and the terms of the approved contract.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waiver Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the contract.

Expected Outcome: As a result of the waiver, faculty and staff will receive in-service training and continuing professional development that is consistent with the mission and vision of the school. Employees shall be made aware of and fully understand their expected official conduct. Valiant Academy will, to the best of its abilities, ensure employees safety and welfare.

C.R.S. 22-32-109 (1) (n) (II) (A): Restricts parent – teacher conferences and staff in- service programs to 24 hours per school year (Board of Education – specific duties)

Rationale: Valiant Academy will exceed the minimum required number of teacher-pupil contact hours and in addition will provide substantial staff in-service training programs. Parent-teacher conferences will be held regularly. This waiver is essential only to the extent the statutory requirement may be construed to impose an absolute limit on the hours a school or district may schedule for pupil-teacher conferences or staff in-service, and not to the extent it merely limits the amount of such time, which can be counted toward the minimum hourly instructional requirements. In no case may the hours provided by the Valiant Academy fall below the state minimum requirements described in C.R.S. 22-32-109 (1) (n) (II) (A) and elsewhere in Colorado Statutes.

Replacement Plan: Parent-teacher conferences and staff in-service programs will be held on a regular basis. However, actual hours of teacher-pupil instruction and contact will far exceed the minimum amounts required by C.R.S. 22-32-109 (a) (n) (I) and (II).

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School in the approved Application and the contract.

Expected Outcome: As a result of this waiver, Valiant Academy will be better able to maintain communications between parents and teachers, and provide needed in-service

programs.

C.R.S. SS 22-32-117 Miscellaneous Fees (Board of Education – Specific Powers)

Rationale: Fees associated with lost or damaged textbooks and equipment can be charged to non-indigent students.

Replacement Plan: Valiant Academy will develop its own plan of required academic materials and the associated replacement costs.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the approved Application and the contract.

Expected Outcome: As a result of this waiver, Valiant Academy will be better able to maintain communications between parents and teachers, and provide needed in-service programs.

C.R.S. SS 22-32-118 Summer Schools – continuation, evening, and community education programs

Rationale: These statutes allow the local district's Board of Education to assess miscellaneous fees collected on a voluntary basis as a condition of participation or attendance at a school-sponsored activity or program not within the academic portion of the educational program.

Replacement Plan: Valiant Academy will develop and publish policies and a fee schedule for activities, summer and after-school programs. Valiant Academy will note the nature of the fees (mandatory or voluntary), any dispensations for students eligible for free and reduced lunch, and the consequences of non-payment.

Duration of the Waivers: Valiant Academy requests that the waiver be for the duration of its contract.

Financial Impact: Valiant Academy anticipates that the requested waiver will have no financial impact upon the authorizer's or the school's budgets.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, in the approved Application and the contract.

Expected Outcome: As a result of this waiver Valiant Academy may assess

miscellaneous fees collected on a voluntary basis as a condition of participation or attendance at a school- sponsored activity or program not within the academic portion of the educational program. It will also allow Valiant Academy to develop summer school and evening programs at the school's facility.

Automatic District Waivers

AD- Educational Philosophy/ School District Mission
DJB- Purchasing Procedures
DKA- Payroll Procedures/Schedules
DKB- Salary Deductions
DKC- Expenses Authorization/Reimbursement
EBCE- School Closings and Cancellations
EBCE-R- District-wide Closure Procedures for Employees
EEAA- Walkers and Riders
FF-R- Naming of Facilities
FF/FF/r- Facility Naming
GBEBA- Staff Dress, Accessories, and Grooming for Certified Staff (Teachers)
GBEBA- R- Staff Dress, Accessories, and Grooming for Certified Staff (Teachers) Procedures
GBEBB- Dress Code for Non-Teaching Staff
GBGA- Staff Health
GBGB- Staff Personal Security and Safety
GBJ- Personal Records and Files
GBK- Staff Concerns/Complaints/Grievances
GC- Professional Staff
GCB- Professional Staff Contracts and Compensation
GCBC- Professional Staff Supplementary Pay Plans/Overtime (Athletic Coaches)
GCBD- Professional Staff Fringe Benefits
GCCAF- Instructional Staff Sabbaticals
GCCAG- Instructional Staff Restoration of Health Leave
GCCBA- Administrative Staff Sick Leave
GCCBB- Administrative Staff Personal/emergency/Legal/Religious Leave
GCCBB- Administrative Staff Maternity/Paternity/Parental Leave
GCCBE- Administrative Staff Conferences/Training Workshops
GCCBF- Administrative Staff Sabbaticals
GCCBG- Administrative Staff Restoration of Health Leave
GCCBH- Administrator General Leave of Absence
GCCBJ- Administrative Staff Elective Office Leave Charter School Application Guide
GCD- Professional Staff Vacations and Holidays
GCF- Professional Staff Hiring
GCF-2- Professional Staff Hiring (Athletic Coaches)
GCID and GCID-2- Professional Staff Training, Workshops, and Conferences and Associated Procedures
GCOC and GCOC-R- Evaluation of Administrative Staff
GCP- Professional Staff Promotion and Reclassification

GDA- GDQD-R- Support Staff Policies
IC/ICA- School Year/ School Calendar
IE- Organization of Instruction
IGD- Curriculum Adoption
IJJ and IJJ-R- Textbook Selection and Adoption
KCD- Public Gifts/Donations to Schools

BYLAWS for Valiant Academy

ARTICLE 1 OFFICES

1.1 **Principal Office.** The principal office of **Valiant Academy** will be _____. The address of the principal office may be changed from time to time by the Board of Directors or by the officers of the School. The School may have such other offices as the Board of Directors may designate or as the affairs of the School may require from time to time.

ARTICLE 2 NO MEMBERS

The School shall have no members, as provided by Article 6 of the Articles of Incorporation.

ARTICLE 3 BOARD OF DIRECTORS

3.1 **General Powers.** The business and affairs of the School shall be governed by its Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the Articles of Incorporation, or these Bylaws.

3.2 **Number and Qualifications.** Members of the Board of Directors of the School shall be natural persons at least eighteen (18) years of age or older. The minimum number of directors shall be seven (7) and the maximum number shall be thirteen (13). By resolution, the Board shall establish the number of directors to serve on the Board at any time.

To be qualified to serve on the Valiant Academy Board, each director must:

- ☐ Become familiar with the Valiant Academy educational program. This should be done by visits to the School to observe the program in action as well as reading the most recent comprehensive summary of the educational program and curriculum.
- ☐ Support the educational philosophy, discipline policy, and administrative structure of Valiant Academy.
- ☐ Read the Articles of Incorporation and these Bylaws.
- ☐ Read and sign the Board Handbook and Agreement.
- ☐ Within twelve months of joining the Board, complete a comprehensive review of charter school board rules and practices, *e.g.*, by completing the charter school board modules (www.boardtrainingmodules.org) or by reading CDE's *Charter School Governing Board Training Handbook*.

Prior board experience is helpful but not required. Placing a high value on professionalism and the success of the school is mandatory. The motivation for serving on the Board of Directors must be a desire to serve the School's vision and mission in order to facilitate the educational success of its students.

Due to the inherent conflict of interest in having an employee of the school on the Board, neither faculty nor staff may serve on the Board of Directors.

3.3 **Director Competencies.** It is important for directors to have a diverse set of competencies, *e.g.*, law, finance, education, human resources, fundraising, technology, and real estate, to name a few. It would be preferable to have at least two members of the Board be parents of current students. At least one director should not be a parent. At least one director should be a community leader. The School will also seek directors who are working or have worked as professionals in such careers as teaching (at the secondary or college level), business, human resources, development, real estate, military, government, law, or finance.

3.4 **Appointments.** All directors comprising the initial Board of Directors shall be recruited and selected by the Founding Group, which consists of Alicia Klausmeier, William Yerger, Rebecca Bashor, and Jaime Rahn. All subsequent directors shall be appointed by the Board. To be appointed, a potential new Board member must satisfy the qualifications set forth in these Bylaws and receive a super-majority vote of the Board, *i.e.*, receive at least two-thirds affirmative votes of the total number of Board members serving on the Board at that time, at any regular or special meeting at which a quorum is present.

3.5 **Terms and Term Limits.** Directors shall serve three-year terms. Directors may serve a maximum of two consecutive terms. A former director may not be re-appointed to the Board until at least one year off the Board, at which time he or she may again be appointed like any other person. Generally, terms of office begin on July 1 and end on June 30. Each director shall hold office until the conclusion of his or her term and until his or her successor is appointed and takes office, or until his or her death, resignation, or removal.

The initial Board of Directors, named by the Founding Group, will serve one full three-year term, and then it will establish staggered end-dates for each of the initial director's terms so that, after the first three-year term, there will be Board appointments each year and the Board gains roughly the same number of new directors in any year.

3.6 **Regular Meetings.** The Board of Directors shall meet at least ten times per year, absent extraordinary circumstances. Usually the Board meets every month except December and June. All meetings shall be open to the public. The Board of Directors shall provide by resolution the time and place for holding regular meetings.

3.7 **Special Meetings.** Special meetings of the Board of Directors may be called by the Principal, the Chair of the Board of Directors, or a majority of the Board members. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting; provided that no meeting shall be called outside the State of Colorado unless a majority of the Board has so authorized.

3.8 **Notice and Agendas.** Notice stating the place, day, and time of every meeting, and the agenda for the meeting, shall be given to each member of the Board of Directors as well as posted in the designated location of the School for the benefit of the public as soon as practicable but no later than twenty-four hours prior to a meeting. The Board of Directors shall comply with these and every other requirement of the Colorado Open Meetings Law, any amendments to it, and any successor to the OML.

3.9 **Quorum; Voting.** A quorum at all meetings of the Board of Directors shall consist of a majority of the directors holding office. Persons present by telephone shall be deemed to be present “in person” for all purposes in these Bylaws, provided such persons can simultaneously hear and speak to all other persons present. Less than a quorum may adjourn from time to time without further notice until a quorum is secured. Each director shall have one vote, and, unless otherwise specified in these Bylaws or in the Articles of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.10 **Attendance Expectations.** Directors are expected to attend all meetings of the Board of Directors unless excused. Missing more than two consecutive Board meetings without prior approval from the Chair shall be grounds for dismissal from the Board. Unexcused absences from one-third of the Board meetings in any one year shall also be grounds for removal of a director.

3.11 **No Proxies.** Directors may not vote by proxy.

3.12 **Waiver.** A director who is present at a meeting of the Board of Directors is deemed to have assented to all action taken unless: (a) the director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (b) the director contemporaneously requests that the director’s dissent or abstention as to any specific action taken be entered in the minutes; or (c) the director causes written notice of the director’s dissent or abstention as to any specific action to be received by the Chair or other presiding director of the meeting before adjournment or by the School promptly after adjournment. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

3.13 **Vacancies.** It shall be the duty of the Board of Directors to appoint members to fill any vacancies that may occur on the Board of Directors. A director appointed to fill a vacancy shall be appointed for the unexpired term of such person’s predecessor in office and until such person’s successor is duly appointed and shall have qualified. For purposes of term limits, if a person is appointed by the Board to fill a vacancy and that person serves less than half of one term, then that service shall not be counted a “term” and the person may still serve two consecutive three year terms prior to being required to step down due to term limits. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be appointed by the Board in the normal course, as prescribed herein.

When the Board is fewer than seven members, the Board of Directors shall make every reasonable effort to fill any vacancy as quickly as possible, but under no circumstance shall any

director position be vacant for more than sixty (60) days upon acceptance of a resignation pursuant to Section 3.15 of these bylaws. During the period in which the Board is filling a vacancy, the Board may continue to function normally notwithstanding the fact that it may have less than seven Board members.

3.14 **Committees.** Committees of the Board may be appointed by the Chair of the Board or by majority vote of the Board. Generally, committees shall be composed of at least one director and any other persons, and committees shall have such powers as the Board delegates. The Principal or his or her designee shall be an ex-officio member of all committees.

3.15 **Resignation.** A director may resign at anytime by giving written notice of resignation to the Chair of the Board of Directors. The resignation is effective when the notice is received, unless the notice specifies a later effective date.

3.16 **Removal.** Any member of the Board of Directors of the School may be removed by the affirmative vote of two-thirds of the remaining directors. All directors must be provided at least seven days notice that there will be a vote to remove one of the directors, and the director subject to the vote must be named in the notice. The notice shall specify the time, date, and location of the meeting at which the vote will occur. The agenda produced for that meeting must also state that there will be a vote to remove a director and the subject of the vote must be named in the agenda.

3.17 **No Compensation; Expense Reimbursement.** Members of the Board of Directors shall not receive compensation for serving in such office, although the School may reimburse any member of the Board of Directors for reasonable expenses incurred in connection with service on the Board as determined by the Board either by general policy or on specific matters from time to time.

3.18 **Standard of Conduct for Directors and Officers.** Each director and officer shall perform his or her duties, including, without limitation, his or her duties as a member of any committee of the Board, in good faith, in a manner the director or officer reasonably believes to be in the best interests of the School, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his or her duties, a director or officer shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a director or officer shall not be considered to be acting in good faith, if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the School or its members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs their duties in compliance with this section. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the School or with respect to any property held or administered by the School including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

The designated persons on whom a director or officer are entitled to rely are: (a) one or more officers or employees of the School whom the director or officer reasonably believes to be

reliable and competent in the matters presented; (b) legal counsel, a public accountant, or other person as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Board of Directors on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

ARTICLE 4

OFFICERS OF THE BOARD OF DIRECTORS

4.1 **Number and Qualifications.** The officers of the Board of Directors shall consist of the Chair, Vice-Chair, Secretary, and Treasurer. Any voting member of the Board shall be eligible to serve as an officer. A Board member may hold two, but no more than two, officer positions at one time.

4.2 **Selection and Term of Office.** The Board shall elect, by a simple majority of eligible voting members, its officers at the first regular public meeting of the fiscal year or from time to time as necessary. The first regular public meeting will usually occur in July. Officers of the Board shall serve for a term of one year and until their successors are elected or until their resignation, removal, or death. Directors may serve three one-year terms in a particular office, after which time a director may not serve in that office for at least one year.

4.3 **Vacancies.** An officer elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

4.4 **Chair.** The Chair shall preside at all meetings of the Board of Directors. The Chair may execute contracts when authorized by the Board. In general, the Chair shall perform all duties and may exercise all rights as are incident to the office of Chair of the Board of Directors and such other duties as may be prescribed by the Board or these Bylaws. The Chair shall be responsible for drafting the agenda, after consultation with the Executive Committee, and for sending out the Board packet, or ensuring that it is properly sent, prior to each meeting. The Chair should endeavor to send the Board packet at least seven days prior to any Board meeting so that the Board members have enough time to carefully review it prior to the meeting.

4.5 **Vice-Chair.** The Vice-Chair shall have all the powers and perform all the duties of the Chair in the absence of the Chair. The Vice-Chair shall perform such other duties as from time-to-time may be assigned to him by the Chair or by the Board of Directors.

4.6 **Secretary.** The Secretary shall be responsible for ensuring that (a) the minutes of the proceedings of the Board of Directors and all committees of the Board are properly kept; (b) all notices are duly given, and agendas properly posted, in accordance with the provisions of these Bylaws or as required by law; (c) the corporate records and the seal of the School, if any, are properly maintained; and (d) all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors are duly performed. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

4.7 **Treasurer.** The Treasurer shall oversee the financial transactions and financial reports prepared for the Board and shall see that proper financial procedures are being followed as established by the Board.

4.8 **Executive Committee.** The Executive Committee shall consist of, at minimum, the Principal and the Chair and Vice-Chair of the Board. They shall meet at least once prior to each regular Board meeting to discuss School business and prepare for the upcoming Board meeting.

4.9 **Finance Committee.** The Finance Committee shall consist of, at minimum, the Principal, Business Manager/CSMC, and Treasurer of the Board. They shall meet at least once prior to each regular Board meeting to discuss School finances and prepare the financial report for the upcoming Board meeting.

4.10 **Accountability Committees.** The Accountability Committee shall consist of, at minimum, the Principal and the Chair or Vice-Chair of the Board. Faculty, students, parents, board members, and community members may also serve on the committees. They shall meet at least quarterly to discuss implementation of the school's plan and other progress pertinent to the school's accreditation contract with the local school board and state.

4.11 **Authority and Duties of Officers of the Board.** The officers of the Board of Directors shall have the authority to and shall exercise the powers and perform the duties specified herein and as may be additionally specified by the Board of Directors, except that in any event each officer shall exercise such powers and perform such duties as may be required by law. Nothing herein shall prohibit the delegation by an officer of any duty of that officer described, but no such delegation shall operate to relieve the delegating officer from any responsibility imposed by law or these Bylaws.

4.12 **Resignations and Removal.** Any officer may resign from an officer position at any time by giving written notice to the Chair or Secretary of the Board of Directors. Such resignation shall take effect at the time specified therein; and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed from an officer position at any time, with or without cause, by an affirmative vote of a two-thirds majority of the Board whenever, in their judgment, the best interests of the School are served by the removal.

ARTICLE 5

EXECUTIVE LEADERSHIP OF THE SCHOOL

5.1 **Selection and Overview.** The Board of Directors shall select the Principal, who shall be the chief executive and administrator of the School and who shall have such duties as are prescribed herein or in any job description, or as determined by the Board of Directors. The Principal shall select the Business Manager, any assistant administrators, and all other employees of the School. The Board of Directors shall evaluate the performance of the Principal from time to time but not less frequently than once per year.

5.2 **Principal Responsibilities.** The Principal shall, subject to the direction and supervision of the Board of Directors, (a) be the chief executive officer of the School and have general and active control of its affairs and business and general supervision of its agents, employees, and volunteers; (b) see that all orders and resolutions of the Board of Directors are carried into effect; (c) perform all other duties incident to the office of Principal and as from time to time may be assigned to the Principal by the Board of Directors; and (d) be primarily responsible for the School's educational program, including leading the community of learners which is the School. The Principal shall serve as an advisory, non-voting member of the Board of Directors. In addition, the Principal is charged with faithfully representing the issues and needs of the faculty and staff to the Board.

5.3 **Compensation.** The Board of Directors shall set the amount and type of compensation for the Principal. The Board may also set the compensation for all other employees as it sees fit, either by setting compensation ranges or schedules or by prescribing compensation directly, or it may delegate setting compensation entirely to the Principal.

5.4 **Removal.** The Principal may be removed by the Board of Directors whenever in its judgment the best interests of the School will be best served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE 6 INDEMNIFICATION

6.1 **Definitions.** For purposes of this Article 6, the following terms shall have the meanings set forth below:

(a) "School" means Valiant Academy, a Colorado nonprofit corporation.

(b) The terms "director or officer" shall mean those positions described herein as a member of the Board of Directors and officer serving on the Board of Directors.

(c) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

(d) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

(e) "Official capacity" when used with respect to a director of the School means the office of director in the School, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the School held by the officer or the employment relationship undertaken by the employee on behalf of the School in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any

partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

(f) “Party” means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the School, and any person who, while a director, officer or employee of the School, is or was serving at the request of the School as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the School’s request if such party’s duties to the School also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan.

(g) “Proceeding” means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitral or investigative (including an action by the School) and whether formal or informal.

6.2 **Right to Indemnification.**

6.2.1 **Standards of Conduct.** Except as provided in Section 6.2.4 below, the School shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if: (a) such party conducted himself or herself in good faith; (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the School’s best interests, or (ii) in all other cases, that such party’s conduct was at least not opposed to the School’s best interests; and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 6.2, any party acting in his or her official capacity who is also a director of the School shall be held to the standard of conduct set forth in Section 6.2.1(b)(i), even if such party is sued solely in a capacity other than as such director.

6.2.2 **Employee Benefit Plans.** A party’s conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 6.2.1(b)(ii). A party’s conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2.1(a).

6.2.3 **Settlement.** The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2.1.

6.2.4 **Indemnification Prohibited.** Except as hereinafter set forth in this Section 6.2.4, the School may not indemnify a party under this Section 6.2 either (a) in connection with a proceeding by the School in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the School; or (b) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party (even if the School was not thereby damaged). Notwithstanding the foregoing, the School shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (a) and (b) of this Section 6.2.4 or whether or not the party met the applicable standard of conduct set forth in Section 6.2.1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

6.2.5 **Claims by School.** Indemnification permitted under this Section 6.2 in connection with a proceeding by the School shall be limited to expenses incurred in connection with the proceeding.

6.2.6 **Combined Proceedings.** If any claim made by the School against a party is joined with any other claim against such party in a single proceeding, the claim by the School (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article 6.

6.3 **Prior Authorization Required.** Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the School only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2.1 and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of such Board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.

6.4 **Success on Merits or Otherwise.** Notwithstanding any other provision of this Article 6, the School shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

6.5 **Advancement of Expenses.** The School shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the School a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 6.2.1(a); (b) the party furnishes the School a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and

(c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article 6 have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

6.6 **Payment Procedures.** The School shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such section. The right to indemnification and advances granted by this Article 6 shall be enforceable in any court of competent jurisdiction if the School denies the claim, in whole or in part, or if no disposition of such claim is made within ninety (90) days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the School.

6.7 **Insurance.** By action of the Board of Directors, notwithstanding any interest of the directors, the School may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary or agent of the School, or who, while a director, officer, employee, fiduciary or agent of the School, is or was serving at the request of the School as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the School would have the power to indemnify such person against such liability under applicable provisions of law or this Article 6. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the School has an equity or any other interest, through stock ownership or otherwise. The School may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

6.8 **Right to Impose Conditions to Indemnification.** The School shall have the right to impose, as conditions to any indemnification provided or permitted in this Article 6, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the School; (b) that the School shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the School shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the School.

6.9 **Other Rights and Remedies.** Except as limited by law, the indemnification provided by this Article 6 shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the Board of Directors, agreement, or otherwise.

6.10 **Applicability; Effect.** The indemnification provided in this Article 6 shall be applicable to acts or omissions that occurred prior to the adoption of this Article 6, shall continue as to any party entitled to indemnification under this Article 6 who has ceased to be a director, officer or employee of the School or, at the request of the School, was serving as and has since ceased to be a director, officer, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article 6 or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article 6 shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the School to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article 6 shall be deemed to be provided by a contract between the School and each party covered hereby.

6.11 **Indemnification of Agents.** The School shall have the right, but shall not be obligated, to indemnify any agent of the School not otherwise covered by this Article 6 to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.3.

6.12 **Savings Clause; Limitation.** If this Article 6 or any section or provision hereof shall be invalidated by any court on any ground, then the School shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article 6 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the School shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the School as an organization described in Section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under Section 4941 of the Internal Revenue Code.

6.13 **Surety Bonds.** The Board of Directors shall not be required to, but may as appropriate, require any officer or agent of the School to execute to the School a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of such person's duties and for the restoration to the School of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the School.

ARTICLE 7

PURPOSE, RESTRICTIONS

7.1 **General.** The purposes of the School are those set forth in the Articles of Incorporation, subject to restrictions set forth in such Articles of Incorporation, restrictions on amendment as set forth in the Articles of Incorporation, and in restrictions on amendment set forth in these Bylaws pursuant to the authority set forth in the Articles of Incorporation.

7.2 **Contributions, Special Funds.** The School may accept contributions, grants, bequests or devises designated to and consistent with its purposes. The designation of funds shall not, however, restrict the School's ownership, dominion and control of the designated funds in any manner which is inconsistent with the School's duties and powers as an organization described in Section 501(c)(3) of the Code.

7.3 **Primary Purpose.** The School's first and primary purpose is to organize and operate a public charter school to educate students in grades K-12 using a project-based learning curriculum as described in the Charter Application. This Section 7.3 of the Bylaws shall not be amended.

ARTICLE 8 MISCELLANEOUS

8.1 **Account Books, Minutes, Etc.** The School shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees. All books and records of the School may be inspected by any director or by the authorized agent or attorney of any such person, for any proper purpose at any reasonable time.

8.2 **Public Accountability.** The School shall provide for all financial reports necessary or desirable for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The School may provide for an annual independent audit or review of its financial affairs. The School shall publish and make available to the general public all tax applications and returns as appropriate for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The School shall publish its financial documents as required by law.

8.3 **Fiscal Year.** The fiscal year of the School shall begin July 1 and end June 30. The Board of Directors may change the fiscal year from time to time as necessary.

8.4 **Conveyances and Encumbrances.** Property of the School may be assigned, conveyed or encumbered by such officers of the School as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the School shall be authorized only at a properly called and noticed meeting of the Board of Directors at which all currently serving directors are present and only after an affirmative vote of 75% of the directors.

8.5 **Conflicts of Interest.**

8.5.1 From time to time potential conflicts of interest or the appearance of such conflicts will inevitably arise. It is the policy of the School to deal with such conflicts in as open and appropriate way as possible.

8.5.2 Annually, each member of the Board of Directors shall review the School's conflict of interest policy and sign an acknowledgement that he or she has done so.

8.5.3 If any person who is a director, officer, executive, or administrator of the School is aware that the School is about to make a grant to or otherwise enter into any transaction directly or indirectly with such person, any member of that person's family, or any entity in which that person has any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) promptly inform those charged with approving the transaction on behalf of the School of such person's interest or position; (b) disclose any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the School; (c) thereafter recuse him- or herself from further deliberations; and (d) not be entitled to vote on the decision to enter into such transaction. If such person's recusal destroys quorum, then the Board may not act upon that topic at that time.

8.5.4 If a majority of the remaining members of the Board believe a director has a conflict of interest, then the Board (after a proper vote in which the potentially-conflicted director may participate in the discussion but not the vote) may require the potentially-conflicted director to be recused from any decision on the topic at issue.

8.5.5 In the event the School awards any grant or otherwise enters into any transaction that involves any actual or potential conflict of interest, the fact of the conflict and of compliance by all parties with the requirements of Section 8.5.2 shall be recorded in the minutes of the proceedings approving such grant or other transaction.

8.5.6 The directors, officers, employees, and agents of the School shall also faithfully observe and comply with any other policies or procedures adopted by the School from time to time to assure that conflicts of interests and any other matters bearing on the proper and ethical conduct of corporate affairs are appropriately and effectively monitored, disclosed and dealt with in furtherance of the best interests of the School.

8.6 **Loans to Directors and Officers Prohibited.** No loans shall be made by the School to its directors, officers, or employees (regardless whether the employee is an administrator or a member of the faculty or staff of the School). Any director, officer, or employee who assents to or participates in the making of any such loan shall be liable to the School for the amount of such loan until it is repaid.

8.7 **References to Internal Revenue Code.** All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

8.8 **Amendments.** The power to alter, amend or repeal these Bylaws and adopt new Bylaws shall be vested in the Board of Directors; provided, however, that no alteration, amendment or repeal shall become effective in contravention of the Colorado Nonprofit Corporation Law or without any review or filing which may from time to time be required

thereunder. Amendments with respect to the purposes of the School shall be subject to the restrictions set forth in Section 7.3 of these Bylaws.

8.9 **Severability**. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

CERTIFICATE

The undersigned Chair of **Valiant Academy** hereby certifies that the foregoing is a true and correct copy of the revised Bylaws of the School, duly adopted by the Board of Directors and in full force and effect.

Dated:

Valiant Academy Chair of Board of Directors

Attachment 3: Selected State Laws Applicable to Charter Schools
(Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5 et seq.
2. Colorado Online Education Programs Act: 22-30.7 et seq.
3. Colorado Open Meetings Law: 24-6-401 et seq.
4. Colorado Open Records Act: 24-72-201 et seq.
5. Family Educational Rights and Privacy Act of 1974: 20 U.S.C 1232g
6. Colorado Code of Ethics: 24-18-101 et seq.
7. Non-profit Corporation Act: 7-121-101 et seq.

Safety and Discipline

8. Certificate of occupancy for the school facility: 22-32-124
9. Safe School Plan: 22-32-109.1(2)
10. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
11. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
12. Services for expelled students: 22-33-203
13. Child Protection Act of 1987: 19-3-301 et seq.
14. Background checks for employees: 22-1-121

Educational Accountability

15. Educational Accountability Act: 22-7-101 et seq. - REPEALED
16. Education Reform Act: 22-7-401 et seq.
17. School Accountability Reporting Act: 22-7-601 et seq.
18. Education Accountability Act of 2009: 22-11-101 et seq.
19. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
20. No Child Left Behind Act, *also known as* the Elementary and Secondary Education Act, 20 U.S.C. § 6301 et seq.

Curriculum, Instruction, and Extra-Curricular Activities

21. Instruction in federal and state history and government: 22-1-104
22. Honor and use of the U.S. Flag: 22-1-106
23. Instruction in the Constitution: 22-1-108, 109
24. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
25. Online programs: 22-33-104.6
26. Participation in sports and extra-curricular activities: 22-32-116.5
27. Content standards: 22-7-407

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C § 1415(k), 34 C.F.R. 519-529

29. Exceptional Children's Educational Act: 22-20-101 et seq.
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. § 794
31. Americans with Disabilities Act: 42 U.S.C. § 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. § 1401 et seq.
33. English Language Proficiency Act: 22-24-101 et seq.

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110(1)(o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(I)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-district special education students: 22-20-109(5)
44. Participation in PERA: 22-30.5-512 and 22-30.5-111(3)

As a part of the Falcon 49 School District's Annual Performance Report (APR), the completion of this form by each charter school governing board member is required each year. Completed and signed forms should be submitted to Kim McClelland. If a new board member is seated during the year, this form should be completed, signed and submitted for that board member, also.

Board Certification Form

Please provide the following information for each person serving on the charter school board. Completed forms should be submitted to the District contact person upon board member election or appointment.

Background

1. Name of charter school:
2. Full legal name:
3. Affirm that you are at least 18 years of age by the date of appointment to the charter school board.
☐ Yes, I affirm.
4. Indicate whether you have ever been convicted of a misdemeanor related to honesty or trustworthiness or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc.
☐ Does not apply to me.
☐ Yes
5. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
☐ Does not apply to me.
☐ Yes

Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ I/we do not know of any such persons.
☐ Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.
 - ☐ I/we do not anticipate conducting any such business.
 - ☐ Yes
3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
 - ☐ Not applicable because the charter school does not contract with a management company or charter management organization.
 - ☐ I/we do not know of any such persons.
 - ☐ Yes
4. If the school contracts with an educational service provider, indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.
 - ☐ N/A
 - ☐ I/we have no such interest.
 - ☐ Yes
5. If the school is partnered with an educational service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
 - ☐ N/A
 - ☐ I/we do not anticipate conducting any such business.
 - ☐ Yes
6. Indicate any potential ethical or legal conflicts of interest that would, or are likely to, exist for you as a member of the charter school board. Note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve on the board.
 - ☐ None
 - ☐ Yes

Other

1. Affirm that you have read the charter school's bylaws and conflict of interest policies.
 - ☐ I affirm

I, _____, certify to the best of my knowledge and ability that the information I am providing to the _____ [authorizer] in regard to my application to serve as a member of the board of directors of the _____ Charter School is true and correct in every respect.

Signature

Date

> Required Services

- | | |
|--|--|
| (1) District Governance | time, expertise CEO, CBO, XOES, BOE, PIO
incl. expulsions, October Count, ADE, etc. |
| (2) Dedicated Charter School Relations Services | 50% of relative share of iConnect Zone Leader & other Zone level staffing /
spends shared on a per pupil basis |
| Charter School Solutions | 1 Charter renewal guidance - shared 50 / 50 between charter school & iConnect Zone
2 Charter Liason Support - shared among the Charters each year on a per pupil basis
3 New Charter application reviews - fully paid by iConnect Zone |
| (3) Special Education Oversight Services | |
| (4) Intercept Withholding & Treasurer Fees (if applicat pass through | |

> Other/Optional Services

- | | | | |
|--|------------------------------|---------------------------------|---|
| (5) Special Education Program Services | All or Nothing Insured Model | | |
| (6) Nutrition Services | direct service - no overhead | } | |
| (7) Transportation | — — | | |
| (8) Health Services | \$ per pupil | | |
| (9) Facilities Maintenance | \$, staff / sq ft. | using district standard metrics | } |
| (10) Safety and Security | — — | | |
| (11) Student Information System Services | per pupil equivalent | } | <i>All
considered
only as no

increase
to District

Coordinated
Schools</i> |
| (12) Alpine Achievement | | | |
| (13) Scantron | | | |
| (14) COGAT | | | |
| (15) ESL | | | |
| (16) GT | | | |
| (17) subfinder & detailed HR services | | | |
| (18) Organizational Affiliations (CASE, CASB, NACSA) | — — | | |

Two-step Settlement Process: June & November

Charter School: Valiant Academy

Fiscal Year: 2014-15

Services to be Purchased include:

- All Required Services as outlined above
- Item #5, Special Education Program Services as listed above.
- Item #12, Alpine Achievement Services as listed above.

All costs are charged on a per-pupil basis and are deducted from Gross per-pupil revenue before it is remitted to the charter each month. Per-pupil rates are adjusted two times per year as follows:

October - adjustments made according to final audited results from the prior fiscal year

June - adjustment made to projected actual rates for the fiscal year concluding that month



BOARD OF EDUCATION AGENDA ITEM 7.04

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Kjersti McKee, Purchasing Department
TITLE OF AGENDA ITEM:	Voice Over IP Purchase Contract
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The current contract for Voice Over IP (VoIP) expires June 30, 2014. The School District chose to solicit services in lieu of extending the current contract for an additional option year. Request for Proposal 2013-800-07 Voice Over IP E-Rate 2014-2015 was posted November 7, 2013 and bids are due January 3, 2014. Six proposals were received. The proposals were evaluated by a committee January 6-10, 2014 and reviewed with the Chief Education Officer, Chief Business Officer and Chief Operations Officer on January 10, 2014.

RATIONALE: A committee consisting of Blake Schwank, Colorado Computer Support; Fran Christensen, D49 Finance; Kjersti McKee, D49 Purchasing; Wayne John, D49 Instructional Technology and Wendy Shiverdecker, D49 Purchasing Specialist, thoroughly reviewed and scored each proposal. The Providers were required to submit two proposal volumes. Volume I Qualifications consists of: Tab 1 – General Information Questionnaire (65 points); Tab 2 – Reference Questionnaire (40 points); Tab 3 – Service Level Agreement Questionnaire and Attachments (105 points); and Tab 4 – Products and Installation Plan (40 points). Volume II Proposed Cost and Contract Plan consists of: Tab 1 – Proposed Cost (110 points); and Tab 2 – Sample Contract and Insurance (40 points). Volume II will only be opened after the scores are compiled for Volume I. The maximum number of points that could be achieved was 400 and the School District emphasized cost as the most heavily weighted factor.

RELEVANT DATA AND EXPECTED OUTCOMES: The scoring results, for the best proposed solution from each Provider, were as follows: Affiniti (Trillion) – 300; CenturyLink – 232; High Point Networks – 296; Peak Communication – 299; Sunturn - 296; and West-Tech Communications – 377. The advantages with West-Tech's proposal include: re-use of the ShoreTel handsets that are currently owned by the District; purchase of the equipment by the School District and although that forgoes any current or future E-Rate reimbursement, the long term costs are much less than any of the other options; the purchased equipment has a life expectancy of 14-18 years; West-Tech will continue to provide support on a yearly basis as-needed; West-Tech is located in Colorado Springs; their contract terms were reasonable; they had excellent references; and their Service Level Agreement was the most favorable over all of the Providers.

RELATIONSHIP TO THE VISION/MISSION OF THE DISTRICT GOALS ADDRESSED:

Student Achievement and Performance		Staff Empowerment and Support	<u>X</u>
Parent/Community Engagement		Social and Ethical Responsibility	
Operational Efficiency and System Effectiveness	<u>X</u>		

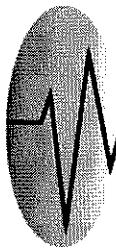
FUNDING REQUIRED: Yes ✓

AMOUNT BUDGETED: **\$292,764.18**

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: We move to approve and execute a contract with West-Tech Communications in the amount of \$292,764.18 for the purchase and installation of a Voice Over IP system for 2014-2015. The contract will include additional option years, starting 2015-2016 if elected, for support at \$39,921.90 per year.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: February 4, 2014



West-Tech Communications
More than just talk...

PURCHASE AGREEMENT #

This Purchase Agreement is made this 13th day of February 2014, by and between WEST TECH Communications Corporation, 3902 Sandalwood Lane, Pueblo, CO 81005 ("WEST TECH") and

Customer: Falcon School District 49 ("School District")
Address: 10850 East Woodmen Road
City: Falcon, CO 80831

1. In consideration of the mutual agreement herein contained, Company agrees to sell to Customer, and Customer agrees to purchase from Company (unless Customer elects to exercise the lease option below) a Communications system in accordance with the following terms and conditions:

2. Customer shall purchase the Equipment or shall exercise its option to lease the equipment as follows:

(a) **PURCHASE** - Customer shall purchase the System from Company and shall pay to Company for the System a purchase price: **\$292,764.18** (the "Purchase Price") plus any applicable taxes. **Falcon School District 49 is a public governmental non-profit entity that is tax exempt under Section 115 of the Internal Revenue Code. Falcon School District 49's Federal tax number is FIN 84-6001199 and the State of Colorado tax number is 98-00527-0000. Federal and State taxes should not be accessed on purchases for District projects.**

(I) **\$ N/A** Down Payment equivalent to 40% of the Purchase Price due on the execution of this agreement;

(II) **\$ N/A** Progress Payment equivalent to 50% of the Purchase Price due upon delivery of Equipment to the customer Premises as agreed upon by Company and Customer by initialing here:

(III) **\$ 292,764.18** Final Payment equivalent to 100% of the Purchase Price plus all applicable sales taxes and including all Installation Change Notices due Net 15 days upon receipt of invoice after final acceptance date of 7/1/2014.

Customer elects PURCHASE option

Company: RY Customer: _____ Date: _____

(b) **LEASE OPTION** - Customer shall enter into a binding agreement with a leasing company or other financial Institution (hereinafter referred to as "Lessor") satisfactory to Company, providing for a lease of the Equipment by Customer from Lessor for 48 months at a monthly rental of \$ plus applicable taxes under the terms set forth in Lessor's standard lease, Company will cooperate with Customer in arranging for such lease, Customer shall deposit with Lessor an amount equal to 2 monthly rentals for a total deposit of \$. Under the terms of this Agreement, Company shall not be required to commence the Installation of the System until it has received a copy of such lease executed by the Customer and Lessor and the estimated Installation date specified herein shall be extended accordingly. If lease approval is not obtained, Customer agrees to payment terms outlined under 2(a) hereof.

Customer elects LEASE option

Company: _____ Customer: N/A Date: _____



CONVERTIBILITY TERMS - Customer may elect during the 30-day period after the date hereof to convert his purchase of the System into a lease provided by paragraph 2(b) hereof. The amount previously paid by Customer to Company under paragraph 2(a) hereof shall be credited to Customer's account with Lessor to the extent deposits are required under such lease and the balance of such amount, if any, shall be promptly remitted to Customer.

Similarly, Customer may elect during the 30-day period after the date hereof to convert his lease of the System into a purchase of the System as provided In paragraph 2(a) hereof, in which event Customer shall deposit with Company 100% of the Purchase Price with the balance due on the Installation Date as provided in paragraph 2(III) hereof.

3. CUSTOMER shall prepare the installation site in accordance with the requirements set forth in the Customer Responsibilities as described in Schedule B, hereto.

4. The Equipment shall be subject to a warranty of 365 days in accordance with Paragraph 5, Schedule A, hereto (the "Warranty") unless otherwise specified in the Schedule C. **An exception to this is the Dell servers that are provided as a part of the system. The Dell servers carry a standard three (3) year warranty that will be transferred to the School District. If there are any other equipment warranties by the manufacturer that are longer than 365 days these will also transfer to the School District.** All of the equipment covered by this Agreement is new with no used or refurbished equipment provided. **The warranty start date for all equipment will match the final acceptance date.**

5. West Tech acknowledges the CUSTOMER's funds for this project installation and first year costs are from the 2014-2015 School Year budget. The CUSTOMER can sign the contract and begin installation but cannot issue a Purchase Order or payments prior to July 1, 2014. In addition, West Tech acknowledges funds will not be available until Net 15 (at the soonest) from receipt of a July 1, 2014 invoice. The Purchase Order must be referenced on all invoices. Additionally, all commitments are conditional upon: appropriation of funds by the Falcon School District 49 Board of Education.

6. In accord with District governing Board and CRS 24-103-503 entitled Multiyear Contracts, performance of the District's obligations under this Agreement are expressly subject to the appropriation of funds by the Falcon School District 49 Board of Education. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the District's obligations under this Agreement, or appropriated funds may not be expended due to Board spending limitations, then the District may terminate this Agreement without compensation to the Vendor. If funds are not available in a fiscal year to continue the contract, the contract will be terminated at no cost to the district, upon a 30-day written notice. Upon termination, any materials, supplies, or items of equipment, which have not been fully paid for by the district will be returned to the vendor at the vendor's expense.

7. West Tech shall defend, indemnify, and hold the School District harmless from and against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the

performance of the contract or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions, except for those Damages that are legally caused by the negligence of the District or its employee(s). The Vendor shall also indemnify the District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to the Vendors employees engaged in the performance of the contract. The term "Damages" includes without limitation those sustained by the District under its insurance policies and those caused by a third person, an Act of God, collision, vandalism, fire, or theft. Vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind because of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under their proposal and this contract, and agrees to defend, at its own expense any and all actions brought against the District or themselves because of the unauthorized use of such articles.

5. The following Schedules are attached hereto and incorporated herein by this reference: Schedule A – Standard Terms and Conditions; Schedule B – Implementation Responsibilities; Schedule C – Equipment & Services; Schedule D – Scope of Work; **Schedule E – Reference to Request for Proposal 2013-800-07 Voice Over IP 2014-2015 dated November 7, 2013 as prepared by Falcon School District 49, including Addenda 001 and 002 and West Tech's Proposal Response Volume 1 and Volume II dated January 3, 2014;** Schedule F- Contract Clarifications; Schedule G – Platinum Support Agreement. This Agreement and the attached Schedules comprise the entire Agreement and supersede all previous communications, whether verbal or in writing. CUSTOMER acknowledges that it has received and reviewed this Agreement and all Schedules hereto.

TOTAL PURCHASE PRICE \$292,764.18	
THE LABOR INCLUDED IS BASED ON REGULAR-TIME AND THE SCOPE OF WORK AS DESCRIBED ON THE SCHEDULE A OF THIS AGREEMENT. ANY OVERTIME OR DEVIATION FROM SCOPE WILL BE BILLED ACCORDINGLY.	
NOTE: ALL CONDUIT, RACEWAYS, FLOOR DUCTS, AC OUTLETS AND PROPER GROUNDING REQUIREMENTS ARE THE RESPONSIBILITY OF THE CUSTOMER FOR INSTALLATION, WHEN APPLICABLE. UNLESS OTHERWISE NOTED THE PURCHASE PRICE IS PREDICATED ON THE USE OF EXISTING, CUSTOMER PROVIDED CABLE & JACKS, MANUFACTURER PACKAGED STANDARD LENGTH HANDSET CORDS AND MOUNTING CORDS. CUSTOMER PROVIDED CABLE, JACKS, TERMINATIONS, EXTERNAL BATTERY BACKUPS, PERIPHERAL EQUIPMENT NOT LISTED ON THE SCHEDULE A OF THIS AGREEMENT, HANDSET CORDS AND MOUNTING CORDS ARE EXCLUDED FROM ALL WARRANTIES & MAINTENANCE AGREEMENTS.	

Initial: _____



Falcon School District 49

WEST TECH



West-Tech Communications
More than just talk..

SIGNATURE PAGE PURCHASE AGREEMENT #

CUSTOMER ENDORSEMENT ACKNOWLEDGES AGREEMENT WITH ALL TERMS AND CONDITIONS INCLUDING REFERENCED ATTACHMENTS. AGREED THE DAY AND YEAR FIRST ABOVE WRITTEN.

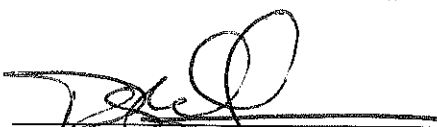
CUSTOMER

FALCON SCHOOL DISTRICT 49

By: Signature & date

Title

WEST TECH Communications

 2/13/2014
By: Signature & Date



Title

SCHEDULE A STANDARD TERMS AND CONDITIONS

1. APPLICABILITY

The Standard Terms and Conditions set forth in this Schedule A shall apply to the Purchase Agreement for WEST TECH Equipment between WEST TECH and CUSTOMER (the "Agreement"), including all Schedules thereto, and shall supersede and replace any inconsistent terms and conditions contained in CUSTOMER's purchase orders or other standard forms. All terms used herein, which are not defined, shall have the meanings set forth in the Agreement. No amendment, modification or waiver of any term or condition of the Agreement, including this Schedule A, shall be effective against WEST TECH unless it is in writing, specifically refers to the term or condition to be amended, modified or waived, and is signed by an authorized corporate officer of WEST TECH. This Schedule A shall also apply to any subsequent agreements between CUSTOMER and WEST TECH for the provision of additional Equipment unless the parties agree otherwise in writing.

2. PRICES, PAYMENT, TAXES AND INTEREST

2.1 The Equipment prices and payment terms are specified in the Agreement. Prices do not include any local taxes, including, without limitation, sales and use taxes, import duties and value added or business transfer taxes. Any such taxes required by law (except taxes based upon the net income of WEST TECH) shall be paid by CUSTOMER when due. CUSTOMER agrees to provide WEST TECH with proof of payment of such taxes on demand. If WEST TECH is required to pay any of the foregoing taxes, CUSTOMER shall promptly reimburse WEST TECH for same.

2.2 The School District and West Tech have agreed that payment terms for this contract will be Net 15. The School District will issue a Purchase Order once the District's new budget has been approved. West Tech will then reference that Purchase Order on the invoice to the District. In the event any payment required by the Agreement is delayed for any reason whatsoever, CUSTOMER shall pay WEST TECH interest on the overdue amount at a rate of 1.5% per month, compounded daily, beginning upon the date such payment is due. In the event it is necessary for WEST TECH to engage an attorney to collect any sums owing to it hereunder, WEST TECH shall also be entitled to recover its attorneys' fees and costs incurred therein.

3. DELIVERY, RISK AND SECURITY INTEREST

3.1 WEST TECH shall be responsible for the delivery of all equipment and shall bear the risk of loss until same has been received at CUSTOMER'S site.

3.2 So long as any payment required by the Agreement remains unpaid, WEST TECH shall retain a security interest in the Equipment as collateral for such outstanding balance. CUSTOMER shall execute all documents reasonably necessary and requested by WEST TECH to perfect WEST TECH's security interest in the Equipment. So long as WEST TECH has a security interest in the Equipment, CUSTOMER (a) shall not allow the attachment of any lien, charge or encumbrance of any kind to the Equipment, and (b) shall fully insure the Equipment against loss or damage in such amounts and with such limits as determined by WEST TECH in its sole discretion. CUSTOMER shall name WEST TECH as the preferential beneficiary under such insurance policies and shall provide WEST TECH with proof of insurance coverage upon request. **West Tech will stage equipment less than 48 hours before installation and will be responsible for that equipment until it is installed. Once it is installed the School District is responsible for the equipment which includes insuring the equipment.**

4. INSTALLATION AND TRAINING

4.1 Prior to Installation, CUSTOMER shall not handle, attempt to operate or operate any Equipment except in the presence and under the supervision of authorized WEST TECH engineers, and shall prevent any third party from doing so. Following Installation, CUSTOMER shall allow the Equipment to be operated only by operators who are competent and properly trained, and in accordance with applicable manuals or instructions furnished by WEST TECH. CUSTOMER's failure to comply with the terms of this paragraph 4.2 shall void any Warranty given by WEST TECH.

4.2 WEST TECH shall use all reasonable efforts to install the Equipment **in accordance with the mutually agreed upon schedule added to the contract through a fully executed contract amendment.**

4.3 Prior to or immediately following installation, WEST TECH shall train CUSTOMER in the basic use of the Equipment for the training period set forth in the Agreement. CUSTOMER shall prepay additional on-site or factory training requested by CUSTOMER at WEST TECH's then applicable training rates. WEST TECH shall be reimbursed for reasonable out-of-pocket expenses.

4.4 During the period the Warranty or the Service Agreement is in effect, should CUSTOMER request to relocate the Equipment to a new location within or outside its premises; CUSTOMER shall pay for the cost for WEST TECH's technical support and expenses associated with the relocation.

Initial: _____

FALCON SCHOOL DISTRICT 49



WEST TECH

5. WARRANTY AND LIMITATION OF REMEDIES

5.1 WEST TECH warrants that it shall hold good title to the Equipment at the time of its sale to CUSTOMER; that the Equipment does not infringe any patent right or other intellectual property right of any third party; that it has the right to grant CUSTOMER a license to use the Software (as defined below); and that all Equipment covered by the Agreement shall be free of defects in materials and workmanship when delivered and shall operate substantially in accordance with the specifications set forth in Schedule C for a period of 365 days **or the manufacturer's warranty, whichever is greater from the date of final acceptance**, subject to the following:

(a) WEST TECH's sole liability hereunder shall be to repair or replace, at its option, any component that fails during the Warranty period and pay transportation costs for such repair or replacement at no charge to CUSTOMER. (b) WEST TECH shall have no obligation to make repairs or replacements necessitated in whole or in part by the fault or negligence of CUSTOMER, improper or unauthorized use of the Equipment, unauthorized attempts by CUSTOMER to repair or maintain the Equipment, CUSTOMER's failure to follow WEST TECH's instructions or to maintain the site specifications, including those set forth in Schedule B, or causes external to the Equipment such as, but not limited to, power or air conditioning failure, excessive dust or catastrophe against which CUSTOMER is responsible for insuring.

(c) The Manufacturer designed and engineered the Equipment and the Software to meet certain specifications. WEST TECH shall not be liable for loss, damages or expense directly or indirectly arising from the design, engineering or manufacture of the Equipment and/or the Software except as provided herein.

(d) **All manufacturer warranties will transfer to the School District in the School District's name.**

5.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, THE EQUIPMENT, SOFTWARE AND ASSOCIATED DOCUMENTATION SOLD HEREUNDER ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WEST TECH'S MAXIMUM LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE REFUND OF ALL FUNDS PAID HEREUNDER FOR THE EQUIPMENT. WEST TECH SHALL NOT BE LIABLE FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6. SOFTWARE LICENSE

Included in the Telephone System Bill of Materials are software and licenses which will become the sole property of the School District upon execution of this agreement and final payment for the products and services as described in this agreement. WEST TECH Communications will coordinate the purchase of the software by the CUSTOMER from the MANUFACTURER.

7. SERVICE

Unless otherwise agreed by the parties, the Equipment shall be serviced by WEST TECH. **Our service schedule is covered in the attached Platinum Support Agreement.**

8. TRADEMARKS AND LICENSES

WEST TECH shall remain the owner of all applicable copyrights; trade secrets, patents and other intellectual property rights in the Software and Equipment and CUSTOMER shall not acquire any rights to their use.

9. DEFAULT

9.1 In the event that CUSTOMER violates any term, condition, covenant, agreement or license of the Agreement including, but not limited to, a failure or refusal to pay all amounts as and when required; or in the event that funds are owed pursuant to the Agreement but not yet payable; or CUSTOMER becomes bankrupt or insolvent or enters into any arrangement or compromise with its creditors; or in the event that a custodian, receiver or manager is appointed with respect to CUSTOMER or its property; or in the event that CUSTOMER sells or assigns a majority of its assets or merges or consolidates with another person, then in all such cases CUSTOMER shall be in default of the Agreement.

9.2 Upon any default by CUSTOMER, in addition to any of its rights in law or equity, WEST TECH may in its sole discretion exercise any one or more of the following remedies:

(a) Require CUSTOMER to forthwith complete the purchase of the Equipment or license and to pay without protest all amounts due pursuant to the Agreement;

(b) Cease performance of or terminate in whole or in part the Agreement, including the license of the Software and any Service Agreement, without liability to CUSTOMER;

Initial: _____

FALCON SCHOOL DISTRICT 49



WEST TECH

(c) CUSTOMER shall, at its cost and expense, return to WEST TECH the Equipment and all related documentation and copies thereof, within 5 business days from the date of such termination. If CUSTOMER fails to return the Equipment, upon reasonable notice to CUSTOMER, WEST TECH shall be entitled to enter CUSTOMER's premises during business hours to remove the Equipment. Such removal shall be at CUSTOMER's cost and expense.

9.3 Termination of the Agreement, for whatever reason, shall not affect any rights or obligations accrued by WEST TECH prior to the effective date of termination. All provisions which by their terms extend beyond termination shall survive.

10. ASSIGNMENT

10.1 WEST TECH may, **with a 30-day written notice to the School District**, assign to a third party financial institution its rights, but not its obligations, under the Agreement. WEST TECH's assignee will not incur WEST TECH's obligations under the Agreement.

10.2 CUSTOMER shall not assign nor otherwise transfer any rights or obligations contained herein in whole or in part without the prior written consent of WEST TECH.

11. CREDIT INVESTIGATION AND SECURITY AGREEMENT

11.1 CUSTOMER authorizes WEST TECH to conduct a credit investigation of CUSTOMER upon execution of the Agreement. If credit approval is not granted by WEST TECH, WEST TECH may request greater security or revoke the Agreement by written notice to CUSTOMER within 20 days after execution of the Agreement and return any amount paid by CUSTOMER.

11.2 CUSTOMER shall sign all **necessary and lawful** documents requested by WEST TECH to grant to WEST TECH a security interest in the Equipment.

Initial: _____
FALCON SCHOOL DISTRICT 49



WEST TECH

12. NOTICES

All notices from CUSTOMER to WEST TECH required or permitted under the Agreement shall be in writing and personally delivered or mailed by certified mail, return receipt requested, and addressed as follows: **WEST TECH Communications, Attn. : Patrick J. Galvin, 3902 Sandalwood Lane, Pueblo, Colorado 81005** as well as pgalvin@west-tech.net with read notice confirmation or response email indicating receipt. Similarly, all notices from West Tech to Customer required or permitted under this Agreement will be in writing and personally delivered or mailed by certified mail, return receipt requested, and addressed as follows: **Falcon School District 49, Attn.: Brett Ridgway, 10850 E. Woodmen Road, Falcon, Colorado 80831** as well as bridgway@d49.org (cc: kmckee@d49.org) with read notice confirmation or response email indicating receipt.

13. LAW AND JURISDICTION

The Agreement shall be exclusively governed by, subject to and interpreted in accordance with the laws of the State of Colorado USA. This Agreement shall be deemed made and entered into in the State of Colorado USA. The parties hereby consent to the exclusive, personal jurisdiction of the courts of, and venue and sites in Colorado USA.

14. GENERAL

14.1 Waiver by either party of the strict performance of any term, condition, covenant or agreement herein will not of itself constitute a waiver or abrogation of any subsequent breach of same, or any other term, condition, covenant of agreement herein.

14.2 WEST TECH shall be excused from performance under the Agreement for any period of time and to the extent that it is prevented from performing any of its obligations under the Agreement, in whole or in part, as a result of delays caused by CUSTOMER or by any cause beyond its reasonable control **that affect either West Tech Communications or CUSTOMER**, including but not limited to fire, lightning, storm, war, Act of God, acts of public enemies, civil commotion, acts of national or civil or military authority, flood, explosion, labor disputes, strikes, slowdowns, third-party non-performance, court order, acts of governments, natural disaster, power interruption, freight embargoes, delays caused by common carriers and delays or default of suppliers used by WEST TECH. Such non-performance will not be a default under the Agreement or a ground for termination so long as WEST TECH makes reasonable efforts to perform.

14.3 Time is of the essence of the Agreement with respect to payment. **In the case of this Agreement: Net 15 from the School District receipt of approved invoice (with a date on invoice no earlier than 7/1/2014 and received no earlier than 7/1/2014).**

14.4 Headings to any of the provisions of the Agreement are for convenience only and will not have the effect of modifying amending or altering any provisions of the Agreement.

14.5 The Agreement and any alteration, modification or change to the Agreement shall not be effective or binding upon WEST TECH unless in writing and signed by an authorized corporate officer of WEST TECH and by CUSTOMER.

14.6 If any provision of the Agreement is held to be invalid in whole or in part, the remainder of the Agreement or of such provision, as the case may be, and the application thereof will not be affected thereby.

14.7 The Agreement and all Schedules thereto comprise the entire agreement between the parties and supersede all other previous statements, representations or agreements whether oral or written. The Agreement shall endure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

14.8 Except as otherwise provided herein, CUSTOMER shall indemnify and hold WEST TECH (including its agents, employees and directors) harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) arising out of third-party claims or suits related to activities conducted under the Agreement.

14.9 WEST TECH hereby disclaims any express or implied warranty that the Equipment is technically immune from or prevents unlawful and/or unauthorized utilization that may result in invasion of one's right to privacy. WEST TECH hereby warns CUSTOMER that such is possible, and CUSTOMER assumes the risk as such. WEST TECH disclaims any express or implied warranty that the Equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnections to long-distance networks. CUSTOMER is hereby warned that fraudulent use of the system is possible, and CUSTOMER assumes the risk as such.

14.10 In the event of any litigation with respect to this Agreement, the prevailing party shall be enabled to recover its costs and attorneys' fees incurred therein.

Initial: _____

FALCON SCHOOL DISTRICT 49



WEST TECH

SCHEDULE B IMPLEMENTATION RESPONSIBILITIES

Written authorization is required before proceeding with any work deemed to be "extra" or in addition to this Agreement. Where possible, detailed pricing is to be submitted for approval. No work may begin unless authorized by a School District authorized contracting representative.

WEST TECH Implementation Responsibilities

- Install a system in a neat, professional manner, in compliance with all applicable codes and implementation schedules.
- Program system and install equipment as determined during a site walk through of WEST TECH staff and customer staff. Programming instructions will be provided to the customer in writing for approval prior to starting the installation process. **Programming changes and changes to station locations after initial installation and after approval will be billable on a time & materials basis at the rate of \$110.00 per hour. Blocks of time may be purchased in increments of 10 hours and 20 hours at a reduced rate of \$100.00 per hour and \$95.00 per hour respectively.**
- WEST TECH will provide on site training on the use of the telephone and/or voice mail system prior to system cutover, or on the first day of service. Training will be conducted in groups and schedule will be determined based on the number of users attending training and the facility available.
- WEST TECH will provide an interface (connection only) to the installed system for customer owned peripheral equipment (examples: paging equipment, music on hold devices, faxes, modems) as noted in the Scope of Work. Peripheral devices not detailed on the Scope of Work or listed on the Schedule A will not be programmed or provided an interface/connection to the new system.
- WEST TECH Communications will coordinate with Customer in weekly Milestone Meetings and work with an agreed upon Implementation Plan.

Dial Tone Carrier and Coordination responsibilities

Coordination to be provided by: WEST TECH ☒ Customer ☐ Other WEST TECH will work with

- Coordinator will place all orders for installation, move and service and negotiate installation and ready for service dates. When WEST TECH is contracted to coordinate dial tone written authorization from the Customer is required.
- Coordinator will track all orders, provide order confirmations from carrier and communicate service issues with all parties involved with the project.
- WEST TECH cannot guarantee the quality or timeliness of the dial tone carrier work nor take responsibility for orders that are delayed or held by the carrier for any reason.
- WEST TECH will troubleshoot any problems that arise from carrier on a time and materials basis and report findings to the carrier or to Customer to communicate with the carrier.
- If the system installation is jeopardized by a dial tone carrier issue, the Customer and WEST TECH must agree to one of the following: Proceed with the installation on the agreed upon date, without the new carrier service; or reschedule the installation to coincide with the new carrier due date. If this option is chosen customer agrees to accept delivery of all equipment, and further agrees to pay WEST TECH the amount equal to 90% of the total contract price.

Customer Responsibilities & Site Requirements:

- Provide a 4' by 8' plywood backboard in the equipment room; with a dedicated power source within 6' of the backboard and a certified building ground, if applicable.
- Insure that the electrical service & HVAC into the equipment room complies with the specifications provided for the system.
- Provide access to the equipment room upon WEST TECH's request prior to and for the duration of time for the cutover.
- The Customer agrees to have the appropriate employees available and present for training on the agreed upon dates and times. Any additional training desired by the Customer will be provided at WEST TECH's standard hourly training rate.
- All conduit, raceways, floor ducts, AC outlets, external battery backup (UPS), peripheral equipment not listed on Schedule A and proper grounding requirements are the responsibility of the customer for installation, when applicable.
- Necessary feed cable needed from the demarcation point to the equipment room is the responsibility of the customer unless otherwise specified on the Schedule A. Additional cabling **with proper School District authorization** will be billed at WEST TECH time & material rates.
- Customer's existing cabling & terminations, peripheral equipment not listed on the Schedule A & external battery backups are excluded from all warranties and maintenance agreements.
- Customer is responsible for all expedite fees and additional shipping charges when the installation of equipment is required by customer to be less than WEST TECH's regular Installation Time Line. **System must be complete and operational/in use by the School District on 7/1/2014. Final acceptance is anticipated to be 7/1/2014.**
- Any changes to system programming after written acceptance or less than seven-business days prior to cutover will be done after installation & system acceptance.

Initial: _____

FALCON SCHOOL DISTRICT 49


WEST TECH

- Should the installation site be under construction & the progress of the construction delays the installation of the equipment or dial tone service, customer agrees to accept delivery of equipment and further agrees to pay WEST TECH the amount equal to 90% of the total contract price.
- Customer is responsible for communicating construction and dial tone installation schedules to WEST TECH in a timely manner and keeping within the implementation schedule.
- Additional visits to complete the installation due to delays caused by progress of construction, customer coordinated dial tone services, or any other contractor or service coordinated by the customer are billable by WEST TECH to the customer at the appropriate time & material rates.

Initial: _____

FALCON SCHOOL DISTRICT 49



WEST TECH

**SCHEDULE C
EQUIPMENT & SERVICES**

**SHORETEL IP TELEPHONE SYSTEM
BILL OF MATERIALS**

Part Number	Description	Qty
ShoreTel Voice Switches		
SHO-10320	ShoreTel Voice Switch 30	2
SHO-10259	ShoreTel Voice Switch 50	6
SHO-10260	ShoreTel Voice Switch 90	15
SHO-10322	ShoreTel Voice Switch T1k	3
SHO-10229	ShoreTel Voice Switch 220T1A	1
ShoreTel Licensing		
SHO-30035	Extension & Mailbox License for ShoreTel	1345
SHO-30039	Extension Only License for ShoreTel	135
ShoreWare Application Server		
SHO-29151	ShoreTel 14.1 (General Release)	1
SHO-21020	Distributed Voice Services License	1
SHO-30044	Additional Site License	19
ShoreWare Client Software		
SHO-40005	Personal Access License	1480
Other ShoreTel Equipment		
SHO-10223	ShoreTel Voice Switch Rack Mount Tray Gen4	23
ShoreTel Services		
SHO-94111	ShoreCare Partner Support: 1 Year - No Phones (4%)	1
Other Equipment		
	Dell Server for Shoreware Director - HQ and Distributed Voice Server	2
	Dell servers carry a standard 3 year warranty and this warranty will transfer to the School District in the School District's name.	

Initial: _____

FALCON SCHOOL DISTRICT 49

RTG

WEST TECH

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SCHEDULE D

SCOPE OF WORK

This Scope of Work is based upon the scope of work, terms and conditions of Falcon School District's Request for Proposal 2013-800-07 for Voice Over IP 2014 - 2015 dated November 7, 2013 along with subsequent Addendums One and Two dated November 21, 2013 and December 2, 2013 respectively.

West-Tech Communications design for replacing Falcon School District 49's existing telecommunications system accomplishes at a minimum equivalent and in most cases enhanced functionality as compared with the existing system, while leveraging the considerable value of your significant investment in desktop phone instruments to keep costs to a minimum. As an added bonus, though not showing as a bottom line cost savings, the concept of keeping your user community working on the same underlying platform that they have been using for years results in significant productivity savings when compared to the soft cost of re-training 1350 users on a totally new platform.

Our project will consist of implementing 2 new Dell servers (main HQ server and a second identical DVS (Distributed Voice Server) for the purposes of redundancy and load-balancing) Though not able to upload your intact current Shoretel database onto the new system due to version and hardware configuration differences between old and new system, we envision that we will be able to import your current user list nearly intact via a .csv file to be provided by **the District's Information Technology Consultant** or the District. Following this methodology will ensure minimal if any deviation from each end-user's accustomed privileges and permissions to allow for a seamless and nearly transparent cutover. To maintain progress toward the anticipated late June cutover, the server preparation and bulk of the system programming will begin in our lab in early May.

Once the servers are configured and significantly programmed, we will assemble and pre-configure all the new Shoregear voice appliances in our lab and network them as a single image system on the test bench. (Note that the schedule of new Shoregear hardware does not exactly match your current hardware list due to Shoretel End-of-Sale on several of your current models. Those discontinued models have been replaced by appropriately sized new generation Shoregear appliances where needed) Following this methodology allows us to 'burn-in' the hardware and test the entire matrix of intra-site and site-to-site VoIP communications in a controlled environment. Once all the interop testing has been completed and optimized, the act of deploying to your actual sites is a relatively simple undertaking, and if any post-deployment issues arise, the only operational variable that has changed is the physical network that connects them, hugely simplifying any needed troubleshooting process. To minimize any disruption in normal school activities (understanding there will be ZERO disruption allowed to the current functioning Shoretel system while school is in session) we anticipate that the on-site installation work of the required Shoregear switches and associated hardware will not begin until early June.

Please note that while we are providing all new head-end hardware for the District, the interconnection and communication between all the new hardware, the existing Shoretel phone sets, and the District's user workstations and servers is entirely a function of the District's data network; it passes through District switches and routers, and across district cable plant, and therefore it is absolutely critical to a successful deployment that we have the full access to and cooperation from district IT staff and your **contracted IT Consultant**, not only at the point of deployment but in the planning and preparation stages, and the post-cutover stages, to ensure an optimized network. Given the fact that you are currently operating a nearly identical system over the existing network we anticipate virtually no trouble in this changeover, but that does not lessen the necessity for all parties to the project to communicate and cooperate throughout the process to arrive at the best and smoothest outcome.

Once the new Shoregear appliances and Shoreware servers have been deployed onsite and tested, cutover will consist of basically re-registering the existing Shoretel phones from the current old switches and servers to the appropriate new switches and servers, and likewise merely moving the PRI connections from their existing connections in the old system to their new connections in the new Shoregear hardware. As the phone sets are re-registered they will automatically be updated to the most current version of Shoretel firmware, resulting in functionally new phone sets as part of the process.

Upgrading the users' desktop Communicator client software can be accomplished in several ways. Perhaps the simplest method is via an instruction to upgrade that can be pushed out to workstations as a group policy, transparent to the users, although other methods are available. West-Tech Communications does not intend to touch each and every user workstation for this upgrade procedure but rather looks to the District/**District's IT Consultant** to accomplish this with our support. It should be noted that the Communicator client will still function at the old version even though the core system has been upgraded to the newly installed version, so no loss of service will occur prior to upgrading the client, but it is included as part of the project to likewise get all clients upgraded to the new version in the best manner as agreed upon between the District, West Tech, and the **District's IT Consultant**.

Post-cutover testing will follow an agreed-upon format and result in an agreed-upon itemization document verifying the positive function of each phone and user functionality in the system. Any deficiencies in operation will be corrected by West Tech prior to submission for final acceptance.

Initial: _____
FALCON SCHOOL DISTRICT 49



WEST TECH

SCHEDULE E

Reference to D49 RFP and West Tech RFP Response

This contract is based upon the scope of work, terms and conditions of Falcon School District's Request for Proposal 2013-800-07 for Voice Over IP 2014 - 2015 dated November 7, 2013 along with subsequent Addendums One and Two dated November 21, 2013 and December 2, 2013 respectively.

Initial: _____

FALCON SCHOOL DISTRICT 49



WEST TECH

SCHEDULE F

CONTRACT CLARIFICATIONS

This contract is based upon the scope of work, terms and conditions of Falcon School District's Request for Proposal 2013-800-07 for Voice Over IP 2014 - 2015 dated November 7, 2013 along with subsequent Addendums One and Two dated November 21, 2013 and December 2, 2013 respectively. As stated in the RFP, "Submission of a proposal indicates acceptance by the Provider of the conditions contained in this RFP, unless clearly and specifically noted on the Pricing Form in the proposal submitted and confirmed in the contract between the School District and the Provider or Providers selected."

The purpose of this section of our contract is to clarify some statements that were put forth in either the RFP itself or the addendums and re-stated or clarified after these documents were released.

1.0

From the RFP:

D.2 Insurance Requirements At all times during the term of this contract, the Provider shall carry and maintain in full force at the Providers expense an insurance policy which meets the requirements stated in Attachment C: Falcon School District 49 Insurance Requirements with no exceptions.

A certificate of insurance verifying coverage must be submitted with the proposal. The initial certificate can be a copy and does not have to show Falcon School District 49 as a certificate holder or additional insured. Upon award of the contract, an original certificate must name Falcon School District 49 as an additional insured.

From Attachment C:

1.0 INSURANCE

"Certificate of Insurance" (specific to the School District) must be provided to the School District before starting work on site. Insurance Certificates must show coverage per section 2.0 Minimum Insurance Coverage below and must provide coverage until final completion of the contract. If the expiration date of the insurance certificate is prior to final completion, the Vendor shall provide a new certificate of insurance prior to 30 days from the expiration of the current policy. Falcon School District 49 shall be named as additionally insured and the Additional Insured Endorsement stating that the Vendor's insurance policies shall be primary and that any liability insurance of the School District shall be secondary and noncontributory shall be attached.

2.0 MINIMUM INSURANCE COVERAGE

2.1 Workers' Compensation Insurance and Employer's Liability

- a) Workers' Compensation Insurance, to comply with Colorado Statutory Provisions.
- b) Employer's liability must have limits of at least \$500,000 each accident, \$500,000 disease each employee and \$500,000 accident/disease policy limit.

2.2 General Liability

- a) Comprehensive General Liability Insurance, covering Bodily Injury of at least \$1,000,000/person, \$2,000,000/accident, and Property Damage of at least \$2,000,000/accident.

2.3 Automobile Liability

- a) Comprehensive Automobile Liability Insurance, including coverage for all power mobile equipment used by the Vendor, Bodily Injury \$2,000,000/person, \$2,000,000/accident; and \$2,000,000/ Property Damage this may be included in the same policy with Item (a) above.

2.4 Professional Liability (Errors and Omissions)

- a) "Errors and Omissions" Professional Liability Insurance, \$2,000,000 per claim and \$2,000,000 aggregate.

It is now the understanding of West Tech that these coverages apply primarily to general contracting companies performing new construction work at Falcon D49. Furthermore while agreeing to comply with them in our response it was our intention to cover the cost of the additional coverage in the first year, but build in those costs in our support costs in subsequent years. As such we trust that our present coverages as follows comply:

Workers' Compensation Insurance and Employer's Liability

West Tech's actual coverages are:

- a) Workers' Compensation Insurance, to comply with Colorado Statutory Provisions. COMPLY**
- b) Employer's liability (WT: \$1,000,000.00), Disease each employee (WT: \$1,000,000.00) Accident/disease policy limit (WT: \$1,000,000.00).**

General Liability

West Tech's actual coverages are:

- \$1,000,000.00 Each Occurrence**
- \$100,000.00 Each Occurrence- Damage to Rented Facilities**
- \$5000.00 Med. Exp. per Person**
- \$1,000,000.00 Personal and Adv. Injury**
- \$2,000,000.00 General Aggregate**
- \$2,000,000.00 Products Comp/Op Agg.**

Automobile Liability

West Tech's actual coverages are:

- \$1,000,000.00 Combined Single Limit (ea. Accident)**

Professional Liability (Errors and Omissions)

DOES NOT APPLY TO OUR FIRM AND AS SUCH WE HAVE NO COVERAGE IN FORCE FOR THIS.

2.0

From Addendum One:

There was some contradiction as to the answers to A.28 and A.38 (see below) that were subsequently clarified verbally that the District's intent was NOT to build in a 100 party conferencing capability within the District's phone system but rather that the 100 users have the ability to access a conferencing service that is in use. This was further clarified by the original statement in Addendum One, Paragraph A.2 that the current Shoretel system meets existing requirements and has no known deficiencies. For clarification, the existing system **does not** possess an internal 100 party conference bridge and the West Tech solution **does not** provide one either.

A.28 Conference call usage and total number of callers at any one time on all conferences? Web sharing for conference calls?

Conferencing is primarily used by administration staff with a maximum of 100 internal users. Web sharing is not be utilized.

A.38 Conferencing

1. How many simultaneous audio conference calls does the District desire?

One call with up to 100 internal attendees.

Initial: _____

FALCON SCHOOL DISTRICT 49



WEST TECH

SCHEDULE G

PLATINUM SUPPORT AGREEMENT (Included in 1st Year of Service)



3902 Sandalwood Lane, Suite 120
Pueblo, CO 81005
Ph: (719) 545-7505
Fax: (719) 884-2015

PLATINUM SUPPORT AGREEMENT

CUSTOMER INFORMATION

COMPANY: Falcon School District 49 ACTIVE DATE: July 1, 2014- Jun 30, 2015
ADDRESS: 10850 East Woodmen Road YEARLY CHARGE: Included In 1st Year of Service
CITY: STATE: CO ZIP: Falcon, CO 80831

- I. Pursuant to the terms and conditions of this Agreement, West Tech Communications (herein known as WTSC) shall provide the Customer during the term of this Agreement and with respect to the Equipment described in Attachment A, System Equipment Summary, the services summarized as follows:

MAINTENANCE

- 7 X 24 X 365 Service
- Priority queue for service requests
- Guaranteed Emergency Response – 2 hours
- Guaranteed Non-emergency response – 16 Business Hours
- Remote System Access (configuration dependent)
- All service and replacement of defective parts (per factory recommendation)
 - Waiver of labor charges for "no trouble found" service calls
 - Waiver of labor charges for "no trouble found" carrier calls
 - After Hours Service-No additional charge (Emergency)
 - 24 Hour Help Desk
 - No Administration fee or trip charge
- Preventative Maintenance – Quarterly Visits – includes back up and archiving of system databases
- Cleaning and Inspection of purchased Switch Room Equipment
 - Replace Handset/Base Cords as needed
 - Diagnostic Time
 - If replacement parts are not in stock, every effort will be made to get mission critical parts shipped overnight

MOVES, ADDITIONS AND CHANGES

- 3-5 Business Days For Moves, Additions or Changes
- Waiver of labor charges when telephones or station cards are added
- Unlimited Training for personnel on system functionality
- Remote System and on site programming changes
- Additional user guides/Designation Strips
- No charge for Customer Advocate support such as recording of automated attendant greetings, change of time on system, etc.
- *Cabling, complete move of phone system or voice mail are not included

BI-ANNUAL BENEFIT REVIEW- Your Account Executive or our Customer Advocate will discuss with you:

- A Review of expected benefits and ensure realization
- A Review of employee usage and schedule any needed training
- Discuss new initiatives and objectives to implement new technology
- Audit local and long distance charges and make recommendations if desired



ANNUAL BENEFIT REVIEW – Our Engineering Staff and your Account Executive or Customer Advocate will discuss with you:

- Annual Network Audit – ensure that all circuits billed by carrier are in use
- Annual System Audit (covers all system enhancements and application developments)

II. WTSC's remedial maintenance response times are as follows:

EMERGENCY

With respect to a Major Malfunction of the Equipment (defined as the failure of a console or impacting life safety issues within the facility), WTSC will use its best efforts to respond to Customer's request for service within one hour, but in no event more than two (2) hours, twenty-four (24) hours a day, seven (7) days a week, from the time WTSC first receives Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practicable.

NON-EMERGENCY

With respect to a Minor Malfunction (any malfunction other than a Major Malfunction) of the Equipment, WTSC will typically respond to Customer premises between the hours of 8:am and 5:pm, Monday through Friday, excluding holidays, within eight (8) hours from the time WTSC first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practicable. WTSC requests a faxed or emailed copy of the requested maintenance functions to be performed.

- III. The Customer shall allow employees of WTSC free access to premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.
- IV. Any maintenance or service work performed on the Equipment by others during the period of the Agreement without the written consent of WTSC shall cause the Agreement to become null and void.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT INCLUDING THOSE ON THE SUBSEQUENT PAGE HEREOF. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON, ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY WRITING BY AN OFFICER OF WTSC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF WTSC.

1. SUPPLIES

Any Supply Products (ribbons, paper, magnetic tapes, or similar materials), which Customer may order through WTSC for use in conjunction with the Equipment, are sold AS IS, WITH NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR OTHERWISE.

2. TERMS AND PAYMENT

- (a) The term of this Agreement shall commence as of the date shown on the reverse side hereof. Falcon School District 49 has the option to renew this Agreement annually. The cost (at the District's current installed configuration) would be \$59,463.18 per year up to (4) four optional (1) one year periods. All renewal terms will be in accordance with the School District's fiscal year. The School District will issue written notice to continue service (30) thirty days prior to the expiration of the then current contract period. If written notice is not received, the agreement terminates at the completion of the current term.
- (b) Payments due from the Customer to WTSC hereunder shall be made within thirty (30) days from receipt date of WTSC's invoice therefore. In the event payment is not made within thirty (30) days, WTSC shall not be obligated to perform pursuant to this Agreement.
- (c) Customer agrees that in the event any amounts due and remaining unpaid 30 days from the receipt date of WTSC's invoice are referred to an agency or attorney for collection. Customer shall be responsible for and pay any and all costs associated with such collection, including court costs and a reasonable attorney's fee in such amount as may be fixed by the court, plus interest. All amounts remaining unpaid following 30 days from the date of WTSC's invoice shall accrue interest at the highest statutory rate from and after the date of the invoice.

Initial: Falcon School District 49 _____

West Tech Communications _____



3. TAXES

(a) SALES AND USE TAX, CITY OF COLORADO SPRINGS

Falcon School District 49 is a public governmental non-profit entity that is tax exempt under Section 115 of the Internal Revenue Code. Falcon School District 49's Federal tax number is FIN 84-6001199 and the State of Colorado tax number is 98-00527-0000. Federal and State taxes should not be assessed on purchases for District projects.

- (b) The Maintenance Services rate (s) or other charges incurred by Customer under this Agreement do not include any federal, state, or local privilege, use sale or excise taxes paid or payable with respect to this Agreement or any of the services performed or materials, equipment, or other items provided by WTSC. Except for taxes based on WTSC's net income or capital stock, which shall be borne by WTSC, any and all other taxes shall be responsibility of the Customer.

4. LIMITATION OF LIABILITY

The Customer agrees that WTSC shall not be liable for any parts damaged due to Acts of God to include but not be limited to fire, lightning, flood and power surge. Customer also agrees that WTSC shall not be liable for any parts damaged to misuse or abuse. The Customer agrees that WTSC shall not be liable for any loss or damage to the Equipment or other property or injury or death to the Customer's agents, employees, or customers arising in connection with the Maintenance Service provided by WTSC under this Agreement unless such loss, injury, death, or damage results solely from the negligence or willful misconduct of WTSC's Officers, employees or agents. IN NO EVENT SHALL WTSC BE LIABLE FOR ANY SPECIAL CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, ANY COMMERCIAL LOSSES BY CUSTOMER ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

5. EXCUSABLE DELAYS

The timeliness of performance by WTSC of Maintenance Service hereunder or the performance of any other obligations or WTSC under this Agreement is in every case subject to delays caused by an Act of God, war, riot, fire, explosion, accident, sabotage, inability to obtain fuel or power, government laws, regulations or orders, acts or inaction of Customer, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of WTSC), or any other cause beyond the reasonable control of WTSC. In the event of any such delay, the period of time for performance of services affected by such delay will be extended to cover such periods of delay.

6. ASSIGNMENT

WTSC may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitations, WTSC's obligation to provide Maintenance Service, provided that WTSC first gives adequate prior written notice thereof to the Customer. Any subcontractor performing Maintenance Service or other service hereunder will be subject to the same terms and conditions as are forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder except upon the prior written consent of WTSC, which consent shall not be unreasonably withheld, and any attempted or subcontracting without WTSC's prior written consent shall be null and void.

7. CANCELLATION

Either party may cancel this Agreement upon sixty (60) days prior written notice.

COMPANY: Falcon School District 49 _____

DATE: _____

BY: _____

TITLE: _____

West Tech Communications

BY:  _____

DATE: 2/13/2014

TITLE: President



3902 Sandalwood Lane, Suite 120
Pueblo, CO 81005
Ph: (719) 545-7505
Fax : (719) 884-2015

CUSTOM SUPPORT AGREEMENT

CUSTOMER INFORMATION

COMPANY: Falcon School District 49

ACTIVE DATE: TBD

ADDRESS: 10850 East Woodmen Road

YEARLY CHARGE: \$39,921.90 – available as an option for years 1-4,
executed annually

CITY: STATE: CO ZIP: Falcon, CO 80831

- I. Pursuant to the terms and conditions of this Agreement, West Tech Communications (herein known as WTSC) shall provide the Customer during the term of this Agreement and with respect to the Equipment described in Attachment A, System Equipment Summary, the services summarized as follows:

MAINTENANCE

Annual ShoreTel Partner Support (ShoreGear Appliances)

Covers next business day replacement of ShoreGear Appliances, System Software Upgrades, Access to ShoreTel Factory Technical Support for West Tech Communications on behalf of Falcon School District 49.

Monthly 10 Hour Block of West Tech Technical Service – unused hours can roll over to the following month(s)

Additionally West Tech's Support Commitment Includes

- 8-5, M- F Service
- Priority queue for service requests
- Guaranteed Emergency Response – 2 hours
- Guaranteed Non-emergency response – 16 Business Hours
- Remote System Access (configuration dependent)
- After Hours Service – Additional charges may apply
- 24 Hour Help Desk
- No Administration fee or trip charge

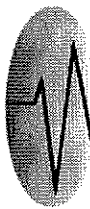
BI-ANNUAL BENEFIT REVIEW- Your Account Executive or our Customer Advocate will discuss with you:

- A Review of expected benefits and ensure realization
- Discuss new initiatives and objectives to implement new technology

ANNUAL BENEFIT REVIEW – Our Engineering Staff and your Account Executive or Customer Advocate will discuss with you:

- Annual System Audit (covers all system enhancements and application developments)

PTG.



West-Tech Communications
More than just talk.

II. WTSC's remedial maintenance response times are as follows:

EMERGENCY

With respect to a Major Malfunction of the Equipment (defined as the failure of a console or impacting life safety issues within the facility), WTSC will use its best efforts to respond to Customer's request for service within one hour, but in no event more than two (2) hours, twenty-four (24) hours a day, seven (7) days a week, from the time WTSC first receives Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practicable.

NON-EMERGENCY

With respect to a Minor Malfunction (any malfunction other than a Major Malfunction) of the Equipment, WTSC will typically respond to Customer premises between the hours of 8:am and 5:pm. Monday through Friday, excluding holidays, within eight (8) hours from the time WTSC first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practicable. WTSC requests a faxed or emailed copy of the requested maintenance functions to be performed.

- III. The Customer shall allow employees of WTSC free access to premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.
- IV. Any maintenance or service work performed on the Equipment by others during the period of the Agreement without the written consent of WTSC shall cause the Agreement to become null and void.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT INCLUDING THOSE ON THE SUBSEQUENT PAGE HEREOF. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON, ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY WRITING BY AN OFFICER OF WTSC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF WTSC.

1. SUPPLIES

Any Supply Products (ribbons, paper, magnetic tapes, or similar materials), which Customer may order through WTSC for use in conjunction with the Equipment, are sold AS IS, WITH NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR OTHERWISE.

2. TERMS AND PAYMENT

- (a) The term of this Agreement shall commence as of the date shown on the reverse side hereof. **Falcon School District 49 has the option to renew this Agreement annually. The cost (at the District's current installed configuration) would be \$39,921.90 per year up to (4) four optional (1) one year periods. All renewal terms will be in accordance with the School District's fiscal year. The School District will issue written notice to continue service (30) thirty days prior to the expiration of the then current contract period. If written notice is not received, the agreement terminates at the completion of the current term.**
- (b) Payments due from the Customer to WTSC hereunder shall be made within thirty (30) days from **receipt** date of WTSC's invoice therefore. In the event payment is not made within thirty (30) days, WTSC shall not be obligated to perform pursuant to this Agreement.
- (c) Customer agrees that in the event any amounts due and remaining unpaid 30 days from the **receipt** date of WTSC's invoice are referred to an agency or attorney for collection. Customer shall be responsible for and pay any and all costs associated with such collection, including court costs and a reasonable attorney's fee in such amount as may be fixed by the court, plus interest. All amounts remaining unpaid following 30 days from the date of WTSC's invoice shall accrue interest at the highest statutory rate from and after the date of the invoice.

Initial: Falcon School District 49 _____

West Tech Communications _____



West-Tech Communications
More than just talk.

3. TAXES

(a) SALES AND USE TAX, CITY OF COLORADO SPRINGS

Falcon School District 49 is a public governmental non-profit entity that is tax exempt under Section 115 of the Internal Revenue Code. Falcon School District 49's Federal tax number is FIN 84-6001199 and the State of Colorado tax number is 98-00527-0000. Federal and State taxes should not be accessed on purchases for District projects.

- (b) The Maintenance Services rate (s) or other charges incurred by Customer under this Agreement do not include any federal, state, or local privilege, use sale or excise taxes paid or payable with respect to this Agreement or any of the services performed or materials, equipment, or other items provided by WTSC. Except for taxes based on WTSC's net income or capital stock, which shall be borne by WTSC, any and all other taxes shall be responsibility of the Customer.

4. LIMITATION OF LIABILITY

The Customer agrees that WTSC shall not be liable for any parts damaged due to Acts of God to include but not be limited to fire, lightning, flood and power surge. Customer also agrees that WTSC shall not be liable for any parts damaged to misuse or abuse. The Customer agrees that WTSC shall not be liable for any loss or damage to the Equipment or other property or injury or death to the Customer's agents, employees, or customers arising in connection with the Maintenance Service provided by WTSC under this Agreement unless such loss, injury, death, or damage results solely from the negligence or willful misconduct of WTSC's Officers, employees or agents. IN NO EVENT SHALL WTSC BE LIABLE FOR ANY SPECIAL CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, ANY COMMERCIAL LOSSES BY CUSTOMER ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

5. EXCUSABLE DELAYS

The timeliness of performance by WTSC of Maintenance Service hereunder or the performance of any other obligations or WTSC under this Agreement is in every case subject to delays caused by an Act of God, war, riot, fire, explosion, accident, sabotage, inability to obtain fuel or power, government laws, regulations or orders, acts or inaction of Customer, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of WTSC), or any other cause beyond the reasonable control of WTSC. In the event of any such delay, the period of time for performance of services affected by such delay will be extended to cover such periods of delay.

6. ASSIGNMENT

WTSC may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitations, WTSC's obligation to provide Maintenance Service, provided that WTSC first gives adequate prior written notice thereof to the Customer. Any subcontractor performing Maintenance Service or other service hereunder will be subject to the same terms and conditions as are forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder except upon the prior written consent of WTSC, which consent shall not be unreasonably withheld, and any attempted or subcontracting without WTSC's prior written consent shall be null and void.

7. CANCELLATION

Either party may cancel this Agreement upon sixty (60) days prior written notice.

COMPANY: Falcon School District 49 _____

DATE: _____

BY: _____

TITLE: _____

West Tech Communications

BY: _____

DATE: 2/13/2014

TITLE: President



BOARD OF EDUCATION AGENDA ITEM 7.05

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Peter Hilts
TITLE OF AGENDA ITEM:	Job Descriptions for Zone Leaders
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Since the transition to innovation zones, the position descriptions for Innovation Leaders/Assistant Superintendents have diverged as responsibilities and leadership teams have grown and shifted. This submission clarifies the position as the senior leadership role in zones and a key member of the leadership team of the education office.

RATIONALE: Effective performance should be grounded in clear expectations that are defined in the job description.

RELEVANT DATA AND EXPECTED OUTCOMES: These revised job descriptions will serve to found performance expectations, supervision, and evaluation of the four zone leaders. It will also clarify our internal and external nomenclature related to the position.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Major Impact	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	Major Impact
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact		

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve the revised job description for Zone Leaders as recommended by administration.

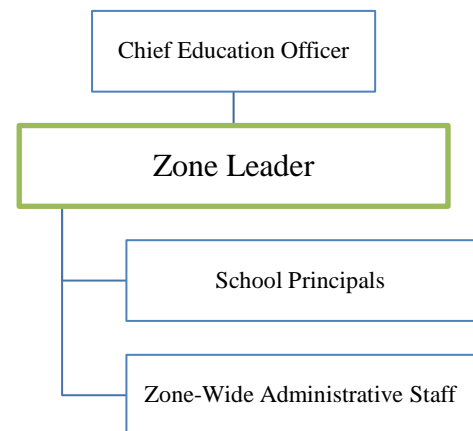
APPROVED BY: Peter Hilts, CEO

DATE: January 31, 2014

ZONE LEADER/ZONE SUPERINTENDENT¹

Job Title:	Zone Leader/Zone Superintendent
Initial:	January, 2011
Revised:	November, 2013
Work Year:	261 days
Division:	Innovation Zones
Department:	Education Office
Reports To:	Chief Education Officer
Supervises:	Zone Principals Zone Specialized Administrative Staff
Salary Range:	\$110,000 - \$135,000

Related Organization Chart



SUMMARY: The Zone Leader supports district administrators by collaborating with the CEO and serving as the primary leader for a specific zone. It is through the leadership of the Zone Leaders that we grow the robust portfolio of distinct and exceptional schools referenced in our strategic plan. The Zone Leader provides oversight and direction to ensure zone and school compliance with applicable policy, law, ethical and professional obligations. This leadership role includes supervising school principals and other zone administrative staff; designing and communicating policies, practices and procedures; facilitating and monitoring zone and school objectives, projects and timelines; creating and communicating data/information; participating in budget development and monitoring; and ensuring that zone initiatives support the strategic priorities of the district, zone, and individual schools.

Because each zone in the district has unique commitments and strategies, our commitment to zone autonomy anticipates that the leadership structure in each zone may be customized according to the strategic priorities of that zone. The Zone Leader, in collaboration with the Chief Education Officer may create positions and structures that serve the particular character and values of the zone.

¹ The alternate title of Zone Superintendent is more accurate than the previous title “Assistant Superintendent” since we don’t have a district superintendent to assist. Also, “Zone Superintendent” preserves the positional value of the title (for PERA and future employment) and communicates to those outside the district an accurate understanding of the leader’s responsibility and authority, comparable to “Area Superintendent” in other districts.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following statements of leadership responsibilities describe the general nature and level of work being performed by the leader filling this position. These statements are not an exhaustive list of all duties and responsibilities required by this position.

- 1. Strategic—To advance the strategic priorities of the district, zone, and schools, the Zone Leader will:**
 - A. Provide personal leadership of the zone's strategic direction
 - B. Facilitate strategic planning and ongoing adjustments that align zone initiatives to those plans
 - C. Actively develop and review improvement plans for schools in the zone
- 2. Educational—To ensure the educational performance of zone schools, the Zone Leader will:**
 - A. Engage deeply with the educational activities (curriculum, instruction, assessment) in zone schools
 - B. Lead and participate in training sessions on instructional and assessment strategies or practices
 - C. Contribute to curriculum selection, implementation and program assessment
 - D. Analyze academic performance (achievement and growth) of the zone, schools, and subgroups within schools
- 3. Innovation—To foster the spirit and practice of educational innovation, the Zone Leader will:**
 - A. Maintain an active dialogue with the zone community about innovation proposals and initiatives
 - B. Continuously evaluate the value of specific innovative practices
 - C. Amplify successful innovations by scaling up, increasing frequency or broadening implementation
 - D. Abandon unsuccessful innovations quickly after reasonable adjustments fail to improve the innovation
- 4. Financial—To practice excellent stewardship of financial resources, the Zone Leader will:**
 - A. Collaborate closely with the Budget Office to understand and lead financial processes in the zone
 - B. Comply carefully with best practices in purchasing, tracking, and managing assets
 - C. Practice careful forecasting and regular oversight of initial budgets, ongoing balances and final balances
 - D. Employ financial resources to employ the leaders and acquire the assets the district, zone and schools need to implement our strategic plans
- 5. Supervision—To provide leadership of personnel, the Zone Leader will select, supervise, evaluate and develop:**
 - A. The Principals at each coordinated (non-charter) school in the zone
 - B. Other zone administrators for education, operations, finance, and other areas of responsibility
 - C. Support staff at the zone level
- 6. Operational—To provide efficient leadership of zone facilities, the Zone Leader will:**
 - A. Collaborate closely with the Operations Office to buildings and other capital resources in the zone
 - B. Work in conjunction with building principals and managers to prioritize upgrades and maintenance
 - C. Consult and collaborate with district and building safety officers to ensure safe facilities and practices
- 7. Cultural—To promote a compelling and unifying cultural identify for the zone, the Zone Leader will:**
 - A. Emphasize the zone's unique identify and working norms for zone staff, students, and community
 - B. Display and use meaningful symbols and other elements to reinforce the zone's identity
 - C. Host special events to celebrate, recognize and otherwise signify important cultural moments

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. The Zone Leader's supervisor may facilitate appropriate accommodations to enable individuals with disabilities to perform the essential functions.

EDUCATION AND TRAINING:

The Zone Leader must hold a Master's degree plus additional coursework required for certification or licensure.

EXPERIENCE:

The Zone Leader must demonstrate a minimum of five years of department, building or district leadership.

DESIRED SKILLS, KNOWLEDGE, EQUIPMENT & OTHER

- Ability to work well with others in a diverse educational community
- Demonstrated knowledge of general computer applications
- Excellent written and verbal communication skills
- Sophisticated interpersonal relations and evaluation expertise

CERTIFICATES, LICENSES, & REGISTRATIONS:

Colorado Department of Education Principal or Administrator License

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is frequently required to talk or hear. The employee is occasionally required to stand; walk or sit. The employee must occasionally lift and/or move up to 25 pounds. There are no specific vision abilities required by this job.

WORK ENVIRONMENT: The noise level in the work environment is usually moderate.



BOARD OF EDUCATION AGENDA ITEM 7.06

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Brett Ridgway, Chief Business Officer
TITLE OF AGENDA ITEM:	Review of Policy BEAA, Electronic Participation in School Board Meetings
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: As frequently happens, The Colorado Association of School Boards (CASB) has distributed a proposed policy to all districts to consider for adoption. This policy, Electronic Participation in School Board Meetings is designed to react to new realities in information technology and people's increasing dependence on technology to help facilitate busy lifestyles.

RATIONALE: Policy BEAA is a new policy that, by reference, is a subset of policy BE – School Board Meeting. It is appropriate for the Falcon School Board to consider and adopt a policy now, when there is not pressing need for it (i.e. not board member has asked to participate electronically) so that propriety and feasibility will be the primary considerations, rather the emotion of an imminent situation.

RELEVANT DATA AND EXPECTED OUTCOMES: Each board member has the opportunity to receive electronic equipment from the district and, we believe, that each member has utilized that option. The Falcon Board has, in the past, facilitated electronic participation in meetings by board members, staff and presenters alike. This policy would simply formalize a process and set expectations for future situations.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<u>Major Impact</u>	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major Impact</u>		

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve policy BEAA - Electronic Participation in School Board Meetings as proposed by the Administration.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: February 6, 2014



Title	Electronic Participation in School Board Meetings
Designation	BEAA
Custodian	

Board members may attend and participate by electronic means in regular or special meetings of the Board in accordance with this policy and state law. For purposes of this policy, “electronic means” shall be defined as attendance via telephone, video or audio conferencing, or other electronic device. **No Board member, however, may chair a meeting when participating by electronic means. All meetings shall be chaired by a board member physically present at the published meeting location.**

Board members may attend and participate by electronic means in a regular or special Board meeting only when extenuating circumstances prevent the Board member from physically attending the meeting. **[Note: Insert local restrictions here. The following sentence provides examples for the Board's consideration.]** Each Board member may use this avenue for participation for up to two (2) meetings per calendar year for each type of board meeting (Regular, Special, Work Session). For purposes of this policy, “extenuating circumstances” means the Board member’s job or military service travel that requires the member to be outside of the metropolitan community district at the time of the meeting or inclement weather and/or unsafe driving conditions prevent the Board member from physically attending the meeting.

A meeting at which one or more Board members attend and participate by electronic means shall be open to the public, except for periods in which the Board is in executive session. A quorum of the Board shall be physically present at the meeting for a Board member to attend and participate by electronic means.

The electronic means used shall allow the public to hear **(and whenever possible, visually see)** the comments made by the Board member(s) participating by electronic means and allow the Board member(s) to hear **(and whenever possible, visually see)** the comments made by the public. A Board member participating by electronic means will be included in the recording of the Board meeting.

A Board member who ~~seeks~~ **plans** to attend and participate by electronic means in a Board meeting shall notify the Board president and ~~superintendent~~ **Chief Officers** at least three business days prior to the meeting and shall explain the extenuating circumstances that prevent the Board member from physically attending the meeting. If such notification is not possible, the Board member shall notify the Board president and ~~superintendent~~ **Chief Officers** as soon as is reasonably possible of the request to attend by electronic means.

If the request **fits within the guidance of this policy, it is considered** approved. ~~A~~ **A** Board member who attends and participates by electronic means shall identify the location from which he or she is participating, those present, and the extenuating circumstances that prevented the Board member from physically attending the meeting. If the Board convenes in executive session, the Board member attending and participating by electronic means shall ensure confidentiality during that portion of the meeting.

~~two Board meetings per calendar year.~~ Unless otherwise approved by **a majority of the remaining** Board members, additional requests to attend and participate by electronic means will be denied. In accordance with state law, the Board shall declare a vacancy if a Board member fails to attend three consecutive regular Board meetings, unless the Board member’s absence is otherwise excused by the Board.

A Board member’s failure to comply with this policy may result in the Board’s refusal to allow the member to participate by electronic means in Board meetings.

BOARD-APPROVED POLICY OF FALCON SCHOOL DISTRICT #49



Adopted February 13, 2014

LEGAL REFS.: C.R.S. 22-31-129 (board vacancies)
C.R.S. 22-32-108 (7)(a) (board may adopt policy allowing board members to attend and participate electronically in regular or special board meetings)
C.R.S. 24-6-401 et seq. (open meetings law)

CROSS REF.: BE, School Board Meetings



BOARD OF EDUCATION AGENDA ITEM 7.07

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Jack Bay, Peter Hilts, Brett Ridgway
TITLE OF AGENDA ITEM:	Review of DAAC Revised Bylaws
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Review DAAC by-law revisions dated December 3, 2013.

RATIONALE: Over the fall semester, the DAAC made changes to the bylaws to add an officer position (secretary) clarify agenda formatting, and to clarify voting and non-voting members. It is appropriate for the Board of Education, through their liaison to understand and affirm these changes.

RELEVANT DATA AND EXPECTED OUTCOMES:

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead			

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Motion to accept the Falcon School District #49 Accountability Advisory Committee (DAAC) Bylaws as presented.

APPROVED BY: Jack Bay, COO, Peter Hilts, CEO, Brett Ridgway, CBO

DATE: January 31, 2014

Falcon School District # 49
Accountability Advisory Committee (DAAC) Bylaws

Article I – Name

District Accountability Advisory Committee or DAAC.

Article II – Mission

To enhance communication with the District Advisory Council, School Advisory Councils, and the community by providing guidance and counsel to the Board on matters related to budget, improvement priorities, and student achievement.

Article III – Responsibilities

DAAC shall fulfill the responsibilities of a school district accountability committee as defined by the Colorado Department of Education (CDE) as established by [22-7-104 C.R.S.]. Responsibilities are jointly established by DAAC and the Falcon School District Board of Education, DAAC will advise the Board on the adequacy and efficiency of educational programs including school charters, school improvement goals and objectives offered by the district. Areas identified in the legal guidelines for the Falcon School District accountability committee include, but are not limited to, accountability guidelines, school goals, district planning, budget, safe school plan, educational programs, charter schools, waivers, and areas included in all other board policies that are relevant to the work of the district accountability committee. All findings and recommendations of the DAAC are advisory in nature.

The District Advisory Accountability Committee (DAAC) shall review and recommend for approval the District's Unified Improvement Plan, which contains the District's goals, objectives and implementation and monitoring strategies, before its submission to the Board of Education of the district.

In addition, the DAAC shall make recommendations to the Board of Education relative to the expenditures of school district funds, review and prioritize. District Advisory Accountability Committee shall consult with the school advisory councils in the school district. The Board of Education shall consider such recommendations in adopting the budget.

The DAAC shall be responsible for working cooperatively with the administration to establish the process for considering charter schools in D49 and will work with the committee and administration liaison to review any charter school application submitted to the local Board, utilizing the needs, standards and criteria established in a community survey. The DAAC will conduct a feasibility study at a minimum every three years to identify the educational/academic needs.

Article IV – Membership

DAAC committee is composed of one member from each of the School Advisory Councils (SAC) in the district, as well as no more than five (5) at large members. Any member of a school's SAC may submit an application to the DAAC Executive committee which will be recommended for consideration for appointment to the DAAC, along with the Executive Committee's recommendations. The Executive Committee will first consider for DAAC membership those members of the school's SAC, but may recommend any person that meets the CDE guidelines to fill any position at any time. The Board of Education will identify a Board Member and an alternate as a liaison to DAAC prior to the first meeting of the school year.

Members are approved by the Board of Education. Applications shall be submitted by August 20. Terms will begin in September. Members will serve a minimum two (2) year term. It is strongly encouraged that membership in DAAC be comprised by a majority of parents/community members, at least three (3) parents, one (1) teacher, one (1) school administrator and one community member who is not employed by the school district, who resides within the district, and who does not have children in Falcon School District 49.

- A. Any DAAC member who is no longer a school representative may submit an application for continued service as an at-large member. (See B below) The Board of Education will have final approval on all representatives on DAAC.
- B. Applications for at-large members will be reviewed by the DAAC Executive Committee and sent to the Board of Education for approval. At-large members will be sought for the purpose of broadening community representation on DAAC. At-large members will consist of no less than one and no more than five (5) community members.
- C. If a member of DAAC is unable to attend a meeting, they may select an alternate to attend for them.

The Administrative Liaison (superintendent's designee) shall serve as a resource to DAAC. The Superintendent or the administrative liaison may also appoint one teacher and one elementary, middle, high and charter school administrator to serve on DAAC.

In the event a DAAC member resigns, the Vice Chairman will initiate a request to either the appropriate SAC or if the resigned is an At-Large Member, the Superintendent or Administrative Liaison, to nominate a representative to the Executive Committee, who shall consider that name and any alternative applicants, and submit their final selection for approval by the BOE.

Membership responsibilities include:

- A. Attend all DAAC and subcommittee meetings that are scheduled. If a member must miss a meeting, he/she should contact any officer or the Administrative Liaison for an excused absence. Any member having three absences from regularly scheduled meetings will be contacted by the Vice Chairman to see if that person wishes to remain on DAAC.
- B. DAAC members are encouraged to participate on at least one subcommittee and/or serve as an elected DAAC Officer or a liaison to another organization. Each member shall notify the Chairman of his/her preference for a Subcommittee or liaison position.
- C. Members will maintain communication with their local School Advisory Council.
- D. Members must abide by the by-laws.

The DAAC Executive Committee may revoke membership status if a member violates the bylaws.

Members: Voting and Non-voting

a) Voting Members

SAC School Representative

Teacher and Principal Representative(s)

At-Large Members

Alternate Member (only when representing the approved DAAC member in their absence)

b) Non-Voting Members

BOE member Liaison

Superintendent or his/her Administrative Liaison

Alternates

Central office administrators

Alternates should be members of the local SAC and approved/appointed by the local SAC. Names must be submitted to the DAAC chairperson annually by August 20th. The membership year will be from September through August.

At the districts discretion, a staff member, will be provided by the District to ensure; that all minutes and attendance records of all meetings are distributed to all members, as well as copied to the building administration. A copy of the bylaws, agenda, minutes will be posted on the D49 website. Publicize all meetings as required, and maintain membership list. The staff member will be a non-voting member.

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Article V – Officers

The officers of this organization shall be elected by the voting membership of DAAC annually.

Chairman, Vice Chairman and Secretary

Duties of the officers:

Chairman:

1. Preside over all meetings
2. Be the official representative of DAAC
3. Have the authority to appoint the members to subcommittees, as necessary
4. Preside over all meetings of the DAAC Executive committee
5. Shall be chaired by a parent or community member.

Vice-Chairman:

1. Shall be responsible for the duties of the chairman in his/her absence.
2. In the event the Chairman resigns, the Vice-Chairman will assume the responsibilities of the Chairman
3. Work with School Advisory Councils and the Board of Education to ensure representation from all SACs to DAAC, including notifying appropriate SACs in April when their member's term will expire.

Secretary:

1. Record minutes of all DAAC meetings, including attendance.
2. Maintain electronic files of the DAAC: By-Laws, handbook, meeting minutes, attendance, and other documents as needed.
3. Be prepared to read the records of any previous meetings, DAAC correspondence.

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ARTICLE VI – SUB-COMMITTEES

Standing sub-committees of DAAC shall be Budget, Community/Parent Engagement, District Unified Improvement Plan and the Executive Committee.

Additional sub-committees may be formed from the membership as deemed necessary.

- A. The Chairman shall appoint members to subcommittees as necessary.
- B. The Chairman may select and appoint a standing Special Projects Committee that serves as a ready functioning group for special or one time projects.

Comment [F1]: A Charter school subcommittee could be formed as needed for renewals, applications

Deleted: Charter School

Comment [F2]: A provision for Special Projects is listed in "B"

Deleted: Special projects/task force

Deleted: and such other standing committees

The composition of the Executive Committee shall be the officers of DAAC, the Administrative Liaison and the Board of Education Liaison/or alternate. All listed committee members are voting members of the Executive Committee.

The Executive Committee shall meet once per month. Additional meetings may be called as necessary.

Executive Committee Responsibilities:

- A. Conduct DAAC business between regularly scheduled DAAC meetings to create DAAC agenda as necessary
- B. Provide guidance to DAAC
- C. Determine the annual calendar for DAAC and the agenda for meetings
- D. Resolve disputes regarding a member's violations of the by-laws
- E. Serve as the rules and vacancy committee.
- F. Ensure that each member is provided with a copy of the bylaws.
- G. Ensure by-laws are reviewed/approved bi-annually.

ARTICLE VII – LIAISONS

The person designated by the Superintendent as administrative liaison will be a non-voting member of DAAC. He/she will also inform the DAAC of District and State policies, activities, and decisions from the state legislature and Colorado Department of Education; seek necessary financial and administrative support for DAAC activities; facilitate communication between DAAC and the administration, and organize, coordinate, and disseminate information and training among SACs, DAAC, and the Board of Education.

ARTICLE VIII – MEETINGS

The DAAC shall meet at a regularly scheduled time. All meetings are open to the public. Meeting notices will be posted in the same manner as notices of the BOE meetings and in school buildings. The Executive committee may develop a calendar of alternate or additional meetings. Special meetings may be called by the Chairman. Subcommittee meetings will be called by the Subcommittee Chairman

Notification of DAAC meetings will be sent to all DAAC members, all principals, Board of Education Members, and appropriate administration officials.

Dates of regular and special meetings of the DAAC will be provided in public announcements and made available in printed and/or electronic form to the public.

Consensus, as determined by the presiding officer, may guide decisions of DAAC. Voting may be used when an issue has received a motion and a second. Only current DAAC members or the designated alternate in good standing may vote.

Draft reports will be reviewed and approved at a regular DAAC meeting before they are sent to the Board of Education.

Quorum and Voting:

Proper notice having been given, the members present will constitute a quorum in order for information to be shared and for discussions to take place during a DAAC Meeting.

A quorum of at least two-thirds of the current membership and one DAAC Officer, Board of Education Representative or Administrative Liaison must be present to conduct DAAC business that requires a vote.

Agenda:

The agenda should be followed in the order of business presented:

Call meeting to order
Introductions

Approval of agenda
Approval of minutes
Administration and Board update
Speakers (if applicable)

Unfinished business

New business
School reports
Other
Public Forum
Adjournment

Comment [F3]: Revised by
committee vote 09.24.13

Deleted: Old

It is the desire of the DAAC that members of the public have an opportunity to express their interests and concerns to the DAAC. The "public forum" portion of the agenda provides that opportunity.

DAAC Work Sessions may be scheduled to permit substantive discussions of DAAC activities, findings, and recommendations.

The DAAC will report once annually during the school year to the Board of Education regarding progress toward district goals and objectives, or at the request of the BOE or the Chairman of the DAAC Executive Committee.

DAAC recommendations will be presented to the Board of Education after a majority of DAAC members have approved the content of the report. The Chairman or designee shall present DAAC reports and/or recommendations to the Board of Education and/or to the general public. Requests for information from district staff are to be submitted by the Chair or DAAC Executive Committee. Individual DAAC members may certainly communicate with staff and Board of Education members, but they may not state that they represent the views of the DAAC.

ARTICLE IX - BYLAW CHANGES

Proposed Bylaw changes will be submitted to the Chairman of DAAC at least two weeks before a regularly scheduled meeting for circulation to DAAC members. Changes or additions to the bylaws will then be discussed at the next regular meeting. There must be a two-thirds affirmative vote of the total voting membership to approve changes in bylaws. Since DAAC is an advisory committee to the BOE, the BOE may make changes or additions to these by-laws by majority consent per board policy.

DEFINITIONS

signifying the singular shall include the plural and vice versa .

Use of the word Chairman shall be understood to include both men and women as equal members of the human family. The formal address to the chairman may be Mr. Chairman or Madam Chairman depending on the chairman's preference.

General Rules adopted by Committee: November 11, 1987

Revised by Committee vote: October 12, 1988

Revised by Committee vote: March 10, 1993

Revised by Committee vote: March 12, 1997

Revised by Committee vote: May 12, 1998

Revised by Committee vote: August 24, 1999

Revised by Committee vote: February 11, 2003

Revised by the Board of Education: December 11th, 2008

Revised by Committee vote: October 26, 2010

Revised by Committee vote: September 24, 2013



BOARD OF EDUCATION AGENDA ITEM 8.01

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Barbara Seeley
TITLE OF AGENDA ITEM:	Student Study Trips
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

FHS

Regional Wrestling Tournament in Pueblo

Departure-2/14/14 Return-2/15/14

State Wrestling Tournament in Denver

Departure-2/20/14 Return-2/21/14

18 students will attend these trips.

Trip costs include one night lodging, meals, transportation and registration fees.

The objective of this trip is for the athletes to compete at tournament.

Fundraising will not be part of this program.

FHS

Baseball Tournament in Phoenix, AZ

Departure-3/23/14 Return-3/27/14

18 students will attend this trip.

The objective of this trip is for the athletes to compete at tournament.

Fundraising will not be part of this program.

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES:

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead			

FUNDING REQUIRED: Yes No ☒ **AMOUNT BUDGETED:** N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, CEO

DATE: January 29, 2014



BOARD OF EDUCATION AGENDA ITEM 8.02

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Jay Hahn
TITLE OF AGENDA ITEM:	Expulsion/Suspension Information
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

See attached confidential sheet for list of expulsions in January 2014.

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES:

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best</u> <u>district</u> in Colorado to learn, work and lead			

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, CEO

DATE: January 31, 2014



BOARD OF EDUCATION AGENDA ITEM 9.01

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Ron Goad & Alicia Stier, Special Education Advisory Committee
TITLE OF AGENDA ITEM:	Keyboarding Instruction
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: We live in an increasingly technological society. More and more of our daily activities require the use of a keyboard. Over the past several years there has been a dramatic increase in the number of students who cannot write legibly. The TCAP is being replaced by a new, online, test that will require our students to respond via a keyboard.

RATIONALE: If we require our students to take keyboarding instruction, beginning in elementary school as a special, continuing in middle school, and becoming an elective in high school, we will better prepare our students for high-stakes assessments, generating quality classwork that is legible, and better prepare them for life outside of school.

RELEVANT DATA AND EXPECTED OUTCOMES: We feel the benefits of teaching our students keyboarding are obvious. We expect higher scores on high-stakes tests, better grades in classes due to legible assignments and increased effort, since the act of writing will be easier. Since we are preparing our students to be successful in life and in college, having good keyboarding skills will make them more successful in these arenas as well, since most communication and college coursework is done in a word processing format. A Whitepaper, summarizing much of the current research into the effects of keyboarding instruction can be found at <http://keyboarding.wordpress.com/category/research/when-to-teach-keyboarding>.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<u>Major impact</u>	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	<u>Major impact</u>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	<u>Major impact</u>
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<u>Major impact</u>		

FUNDING REQUIRED: Yes ☐ **AMOUNT BUDGETED:** A cost analysis will need to be performed by the appropriate district personnel to determine the actual cost of this initiative.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Endorse consideration by the Education Office and Zone Leaders consistent with Zone Autonomy. The SEAC is an advisory committee to the Board of Directors, so this recommendation is presented to the board in hopes that the Board will lend their endorsement and direct the CEO and zone leaders to consider our recommendations.

APPROVED BY: Peter Hilts, CEO

DATE: February 3, 2014

Proposal for the Establishment of Keyboarding Instruction in D49

**To: Falcon School District 49
Board of Education**

**From: Falcon School District 49
Special Education Advisory Committee**

Date: February 13th, 2014

Falcon School District 49's Statewide Assistive Technology, Augmentative and Alternative Communication (SWAAAC) team has noted an increasing number of students are being referred for handwriting difficulties. Teachers continually report students are turning in work that is illegible or difficult to decipher, causing increased workload for teachers, and for students who must redo the assignments, resulting in lost instructional time.

A logical accommodation for this situation is for students to be allowed to type their assignments. Unfortunately, the students lack appropriate keyboarding skills to make this practical. The typing process for many students is so laborious it takes way too much time and the students are not willing to put in the effort.

Additionally, the new PARCC (Partnership for Assessment of Readiness for College and Careers) and CMAS (Colorado Measures of Academic Success) assessments, which begin next year, are to be administered online. The ability, or inability, to keyboard will have an effect on how well our students can demonstrate their knowledge on these assessments. This could have a negative impact of student, and district, scores.

The Special Education Advisory Committee (SEAC) recommends the D49 School Board authorize and support the implementation of district-wide keyboarding instruction at all levels. At the Elementary level, the instruction would become part of the "specials" rotation, and could begin as early as the Elementary and Early Childhood Directors feel is appropriate. In Middle School, the class would be a required class for, at least, one grade level, probably 6th grade. At the High School level, the class would be taught as an elective, but students who are identified as being not proficient at keyboarding could be assigned the class by administration.

Attached to this proposal is the Executive Summary of a Whitepaper, which is a review of existing research in teaching keyboarding. The entire contents of this Whitepaper can be found at: <http://keyboarding.wordpress.com/category/research/when-to-teach-keyboarding/> or we can provide you with the complete body of the report via email or hard copy, at your request.

There would be some associated costs with this program. A cost analysis will need to be performed to determine the exact costs. At a minimum, curriculum would need to be purchased and teachers would be needed to teach the classes. A computer lab would need to be available for instructional purposes.

A NEW LOOK @ RESEARCH-BASED KEYBOARDING INSTRUCTION

WHITE PAPER

LEIGH E. ZEITZ, PH.D. UNIVERSITY OF NORTHERN IOWA

Executive Summary Keyboarding is an essential skill. Even during preschool years, children use computers and must be guided towards efficient keyboarding habits. Appropriate placement of keyboarding instruction in the elementary curriculum and reinforcement throughout their school years can provide the necessary foundation for the rest of our students' lives.

Typically taught at the middle school and high school levels, Rogers' study (2006) of Wisconsin schools showed that 85% of their schools introduce keyboarding at the elementary level. While the most popular grade levels are 3rd and 4th grade, recent years have seen successful introduction into even kindergarten classes. This early introduction reduces bad habit development and provides additional benefits that include improvements in spelling, writing, and reading comprehension.

While business teachers are primarily responsible for teaching keyboarding at the secondary levels, in 2005 over half of the keyboarding teachers at the elementary level were classroom teachers (Rogers, 2006). This can be a problem because only a small proportion of classroom teachers have any formal preparation for teaching keyboarding (Sormunen, 1991).

Keyboarding is a life long skill. It has evolved from a transcription typing skill where secretaries typed hand-written letters into a generative typing skill involving composing original thought at the keyboard (Cooper, 1983). Student writing develops faster through word processing because it facilitates the review and revision learning process. Efficient keyboarding skills allow students to emphasize concept development instead of key location.

Mastering keyboarding involves learning technique (physical positioning and movement), ergonomics (safe and comfortable keyboard interaction), and key location.

Learning key location requires a sequential introduction of the keys along with a great deal of repetition and reinforcement to develop the kinesthetic memory leading to keyboarding automaticity. Efficiency is expanded if keyboarders type short letter clusters and words as single units instead of groups of individual letters (e.g., er, ing, the, my).

Sunburst Technology's Type to Learn 4: Agents of Information software provides a research-based interactive learning environment for K-12 keyboarding learners. It is designed to guide the student and support the classroom teacher through the keyboarding skill development process. Technique and ergonomics are addressed from the beginning and reinforced throughout the curriculum. Students are placed in skill-appropriate lessons and given individualized goals and remediation based upon initial pretests and formative testing as they progress through the program. Key location is taught in cumulative sequence where new keys are integrated with previously-learned skills and highly-motivational activities are provided to encourage and reinforce practice. Quick-Words and Quick-Blends are letter combinations taught to optimize keyboarding efficiency. Original composition skills are developed through the many original-writing opportunities provided for the learner. Diverse student needs can be addressed through multiple teacher-selected settings throughout the program. Spanish ESL needs are addressed through an option to provide instructions in Spanish to complete writing lessons in English. Teachers can add original content to align subject content with classroom curriculum. Visual

and sound adaptations have been included to extend accessibility to visually and hearing impaired students. An extensive data management system enables instructors to monitor student achievement and facilitate student progress.

Introduction

Keyboarding Overview Computing is a way of life today. In April 2002 the billionth personal computer was shipped. The second billion mark was reached in 2007 (<http://www.worldometers.info/computers/>). We live much of our technological lives through the keyboard. The average computer user spends at least 2.4 hours a day actively engaged in computing at work (Usernomics, 2007). The key to success when living in such a computer-centric world is to be able to interact with computers effectively and efficiently through well-developed keyboarding skills.

“Keyboarding is the penmanship of the computer age.” (Johnson, Nelson and Townsend, 2002). As a fundamental skill in today’s society, keyboarding provides our connection with the rest of the world through electronic communication. Students who become efficient keyboarders “compose better, are prouder of their work, produce documents with a neater appearance, and have better motivation.” (Nieman, 1996).

Technology has become an active part of children’s’ lives even at very young ages. The National Association for the Education of Young Children (NAEYC) supports children as young as three years old using developmentally-appropriate computer software (NAEYC, 1998). However, when children begin confronting the keyboard without guidance at this formative time in their lives, they tend to develop their own methods for pressing the keys which often develop into “bad habits” that hinder later typing skills. It is critical, therefore, to introduce students to efficient keyboarding strategies as soon as it is developmentally-advisable, to limit the number of behaviors that need to be unlearned to develop effective and efficient keyboarders.

Beyond the benefit derived from students being able to enter their thoughts into the dynamic world of word processing and communication through the keyboard, there are a variety of studies that document additional benefits that accompany increased keyboard proficiency. These benefits include:

- Improvement in language arts (Cooper, 1983; Wetzel, 1985; Wood & Freeman, 1932; Erickson, 1960)
- Improved quality of writing (Owsten and Wideman, 1997; Bangert-Drowns, 1993; Goldberg, Russell, & Cook, 2003)
- Greater enthusiasm about using the computer for writing (Wetzel, 1985; Texas Guidelines, 1987)
- Improvement in spelling (Hoot, 1986)
- Improvement in reading comprehension (Hoot, 1986; Wronkovich, 1998).

Keyboarding Instruction in Schools Keyboarding is a staple in school curricula. In the past, it has been taught at the middle school and high school levels by business teachers. It has been a separate course which involved learning the motoric skills of typing as well as formatting skills in writing reports and various forms of correspondence (Rogers, 2006; Erthal, 1997). Today the majority of school districts introduce students to keyboarding basics in elementary school. Teaching keyboarding/typing in the elementary classroom is nothing new. Articles as early as 1932 (Freeman, 1932) advocated using typewriters in the elementary grades. With the introduction of the microcomputer in the 1980s, came a resurgence of interest in teaching elementary students how to keyboard (Stewart & Jones, 1983). Individuals and families began purchasing personal computers and making them available for young children to use. These computers were interactive and much more interesting for children to use than typewriters. These early encounters with computers, twenty years ago and today, make it important for keyboarding to be taught at an earlier age to build computer facility and develop good keyboarding habits

before users develop their own personal approaches to typing.

Keyboarding success will increase as a student's opportunity to practice keyboarding skills increases. Unfortunately, limited access to computers in school prevents classroom teachers from involving much keyboard technology in their students' daily activities. Consequently, additional practice in keyboarding requires students to participate in this task outside of the school. This means that students who are learning to keyboard must have access to instructional software specifically targeted to the skill of keyboarding. A less-guided choice but potentially helpful activity would be to engage in other computer activities (i.e., word processing, email, Instant Messaging, etc.).

A comprehensive keyboarding software program such as Sunburst's Type to Learn 4: Agents of Information, which is developmentally appropriate for learners at various grade levels and abilities (Kindergarten to grade 12), is an important tool for developing necessary keyboarding skills. Beginning with alphabetic keyboard awareness at the earlier grades and progressing through a sequential, interactive series of touch-typing lessons, Type to Learn 4 provides much-needed continuity for students as they achieve a district's keyboarding requirements. Keyboarding practice outside of the classroom is supported through student access to the web-downloadable version or single CD version of Type to Learn 4.

Life Long Skill Keyboarding is a life long skill. Unlike the days-gone-by when transcription typing (Cooper, 1983) was considered a talent that ensured a secretarial position for typing someone else's letters, typing has become an integral part of our daily lives. Keyboarding is no longer a routine for transferring ideas from scribble to print. Most keyboardists today are involved in generative typing (Cooper, 1983) which involves composing original thought directly into electronic documents and email. It is estimated that about 52 billion (non-spam) emails were sent daily in October, 2007 from about 1.2 billion email users (Tschabitscher, n.d.). Few of these emails were typed from a hand-written copy. They were keyed from original thought which is less hindered when keyboarding skills do not interfere with this thought process. Computer-based communication is an important part of our daily communication and efficient keyboarding skills enable individuals to prosper in this environment.

Keyboarding Education Issues

What Needs to be Taught? Mastering keyboarding involves more than just learning the locations of keys. The foundation for masterful keyboarding is technique. Technique involves the positioning and action of the body and fingers as the student is keyboarding. Ergonomics is an important aspect of keyboarding that students need to learn from the beginning of their keyboarding instruction. Learning key location involves a sequential process beginning with letters followed by punctuation, numbers and symbols. Mastery develops through practice.

Technique Effective and efficient keyboarding begins with learning proper technique. Students should be provided with models of keyboarders assuming good posture as they type. More specifically, correct hand placement should be demonstrated and explicitly discussed. This should be followed by instruction on proper key stroking. Key stroking is more than pressing keys. Rapid keyboarding requires that the keys are addressed with a quick finger-action. If the finger-action is quick, then keyboarding speed will increase as the time between keystrokes is reduced. Speed and accuracy are built upon well-developed technique, which should be taught at the beginning and then developed through on-going reinforcement (Crews, North, & Erthal, 2006).

On-going reinforcement of technique is a challenge for teachers because it requires them to be ever-vigilant so that they can recognize and reward proper technique in the classroom or lab. The

Type to Learn 4 software supports teachers in teaching proper technique by providing visual and auditory instruction on proper posture, body and hand positions, and finger striking techniques. Detailed explanation of the home row position, posture, and key stroking technique is provided in the earlier lessons, and shorter reminders are provided throughout the rest of the program. 3D model reference hands on the keyboard demonstrate the proper location for each finger, key press, or reach.

Ergonomics An important part of learning technique is learning ergonomically-sound behaviors that support proper body posture and placement. It is important for students (and teachers) to learn and follow these guidelines. Once students have an ergonomically-sound foundation and have learned about the proper way to tap the keys, only then can they work to achieve their maximum efficiency in keyboarding.

A series of international studies found that “up to 60% of the students across the globe reported eye strain, neck & shoulder pain, wrist and back discomfort, headaches and fatigue.” (Hajic, 2008, para. 4) Children as young as 4th grade reported these symptoms. Posture patterns begin developing as young as 7 years old so it is imperative that students are taught the proper way to sit when keyboarding and that it is reinforced by both teachers and parents (Hajic, 2008; CUErgo, 2000).

Beyond sitting position, a variety of healthy practices should be followed to reduce potential problems:

- Students should rest their eyes by looking away from the screen and blinking rapidly while focusing on distant objects approximately every 15 minutes to reduce eye strain (CUErgo, 2000).
- A rest from typing should be taken at least every 30 minutes. Students should use different muscles during this break (SAU 16, 2007).

Type to Learn 4 addresses these ergonomic concerns through modeling and monitoring. All lessons begin with auditory and visual cues demonstrating how to sit, how to address the keyboard, and how to place the hands, wrists and arms in the safest and most productive positions. Ergonomic standards are further supported by monitoring each student’s progression through the lessons.

- *Eye Breaks, which ask the student to change focus from the computer screen to across the room to rest their eyes, are introduced every 5-10 minutes (customizable by the teacher) directly before the student takes a game break.*
- *Every 20 minutes (adjustable by the teacher), Type to Learn 4 reminds the student that it is time to take a 30 – 90 second (adjustable)*

Ergonomic Break during which the software program cannot be accessed. This Ergonomic Break provides a variety of exercises and stretches for the eyes, arms, wrists, and back to avoid injury.

These exercises not only loosen the body and prepare the student for continuing with the lesson, but they also model positive and safe computer usage. Instead of just telling the students about these safeguards, Type to Learn 4 actually initiates these breaks so that they become “part of the routine” and students will be more likely to actually take breaks when they are working on their own.

Key Locations

Keyboarding is a psychomotor activity that needs to be taught through introduction, repetition, and reinforcement. Key/letter locations should be introduced two at a time in a sequential format with repetitive activities that begin to build the kinesthetic memory traces that will link each letter with the appropriate finger movement and key. These activities must be designed to guide the learner toward successful completion and reinforce accomplishment.

Type to Learn 4 introduces the letters/symbols in pairs in most of the lessons. Each lesson begins

with a warm-up review where the students practice the home row to locate their home base and prepare for the lesson's exercises. Once the students are warmed up, the Security Check provides them with an opportunity to practice all of the letters they have learned so far by typing character clusters and words. New keys are introduced in the next section, following a pattern of using the same fingers on either hand. These new keys are practiced alone and then through a series of lesson exercises using the other keys learned so far. Exercises provide varying levels of scaffolding and instruction, such as:

- hints as to which side of the keyboard the character is on,*
- 3D animated hands on a lettered reference keyboard to provide guidance when incorrect keys are pressed,*
- presenting full lines of text so students can discover a comfortable typing rhythm,*
- instructions for typing letter combinations.*

Letter Combinations Facility with letter combinations is the key to rapid keying. Leonard West (1983) proposed that mastering digraphs (two-letter combinations) was the key to maximum typing speed and accuracy. This aligns with earlier research showing that expert typists were greatly facilitated when typing text that contained "frequent letter combinations or common words," (Fendrick, 1937, p. 620). For example, the common word "me" can be considered two single letters, "m" and "e". The keyboarder must read the letter "m", identify that the right index finger must be used to type the "m", and then send the command to the finger to type it. The same process is used to type the "e" using the left middle finger. If, however, the word "me" is considered a single unit that requires using the right index and left middle fingers, then the processing time to type it is reduced. This process of "chunking" letter combinations together works well with blends like "th" or "at" as well. As a student becomes more proficient in keyboarding, the task becomes one of keying letter groups rather than single letters and the processing time is thereby dramatically shortened. This means that keyboarding mastery will be augmented when digraphs, frequent letter combinations, and common words are taught to students as units. This decreases response time and improves keyboarding speed (Zeitz, 2005).

Type to Learn 4 teaches letter combinations in the form of Quick-Blends and Quick-Words. Quick-Blends are common letter combinations that appear frequently in the English language. They were identified based upon phonogram frequency lists (Fry, 1998) and lists of the most common prefixes and suffixes (Honig, Diamond & Gutlohn, 2000). Quick-Words are common short words. They were identified through lists of commonly used words in the English language (World-English, 2003). Quick-Blends and Quick-Words are introduced in the seventh lesson in Type to Learn 4. This lesson introduces the concepts behind learning these keyboarding tricks as well as the letter combinations that can be constructed from the characters that have already been learned (J, F, U, R, K, D, I, E, H, G, L, & S). Throughout this lesson and in many of the ensuing lessons, the Quick-Combos (Quick-Blends and Quick-Words) are set-off in different colors to reinforce how often they can be found in words. Beginning with Lesson 8, an entire exercise is dedicated to practicing the Quick-Combos learned to that point.

The level of complexity for the letter combinations used in these lessons is based upon grade levels. K-2 students only encounter Quick-Blends of two letters in length. About half of the Quick-Words that these younger keyboarders encounter are also two letters in length. The longer Quick-Words used with this age group are listed in the Dolch Sight Word list (Dolch, 1936) so the learners should have some familiarity with them. Quick-Blends and Quick-Words for older students in grades 3-12 increase in length and complexity appropriate to each grade level. Quick-Combos are the basis of more efficient keyboarding and they are an important part of the Type to Learn 4 curriculum.

When Should Keyboarding be Taught? Educators generally agree that students have

developed the proper level of dexterity and eye-hand coordination for efficient keyboarding by third or fourth grade. Their hands have grown to fit the standard-sized keyboard and their attention span has developed enough to last the length of a typical keyboarding lesson which is 20-to-40 minutes (Russell, 1994; Boyce & Whitman, 1987; & McLean, 1994). At this level, students' writing requirements have also developed enough to have a need for efficient written communication.

This does not mean that keyboarding should be ignored at the earlier grades. Developing keyboard familiarity at earlier ages will facilitate students' later success in computing. As soon as students begin using computers for more than simple responses, then familiarity with the keyboard and keyboarding techniques will enable younger learners to interact faster and lessen the probability of developing bad keyboarding habits. Bartholome and Long (1986) describe how they were able to successfully introduce first and second graders to keyboarding through half-hour instructional sessions three days a week. At the end of the semester, the students were able to type 15 – 30 words per minute. Introducing the computer keyboard to primary students can facilitate computer interaction and build a foundation for later development of keyboarding skills (Goodwin, 1999, Rogers, 1997; Hoot, 1985; Troutner, 1983; Bernazza, Bloomer and Cline, 1971).

Type to Learn 4 has been developed to accommodate students of all ages. The lessons, activities, and assessments have been written at three levels: Grades K-2, 3-6, and 7 -12, with content and pedagogy designed to address each of these levels. Content is controlled for word length and subject interest level. Younger learners have shorter lessons, while older learners are expected to key longer and more complex text. The program also provides differing design interfaces for the various grade levels, and can be further customized to fit individuals' personal scholastic needs.

Type to Learn 4 is designed to address the specific needs of K-2 students as well. Primary students can also be successful at keyboarding. Their content begins with two pre-lessons developed to build familiarity with the keyboard, conducted as an alphabetical tour of the letters on the keyboard. Students practice keyboarding using the appropriate hands to press keys. They continue to explore by typing short words and sentences. Capital letters, numbers, and common punctuation are also introduced in these earlier lessons. These K-2 lessons are shorter to accommodate the younger learners' shorter attention spans.

Who Should Teach Keyboarding? While business teachers or technology teachers are still the primary keyboarding instructors at the high school and middle school levels, the most frequently seen keyboarding instructor at the elementary level has changed from business teacher to classroom teacher over the past 15 years. While national statistics are difficult to find, a 15-year longitudinal study of keyboarding in Wisconsin (Rogers, 2006) found that in 1993 70% of the teachers responsible for teaching elementary keyboarding were business teachers. In 2005, elementary classroom teachers were the primary keyboarding instructors (51%) with business teachers being responsible for this instruction only 27% of the time. The remaining 22% of the teaching was provided by teacher-librarians, technology coordinators, and instructional aides.

While recent figures for classroom teacher professional preparedness for teaching keyboarding are not available, Sormunen (1991) found that only 12% of teachers had formal preparation for teaching keyboarding. This drop in supervision by business teachers means that classroom teachers need a system that can provide students with the necessary instruction, scaffolding, motivation and reinforcement to learn keyboarding. While not a replacement for a business teacher's knowledge and experience, well-designed keyboarding software such as Sunburst's

Type to Learn 4 can assist in supporting classroom teachers in teaching keyboarding (Russin, 1995).

How Should Keyboarding be Taught? Having identified what needs to be taught and by whom, we must next consider How this curriculum should be brought to students. This consideration includes a variety of areas including: sequence of introduction, motivation, practice, and application.

Sequence of Introduction The development of keyboarding skills is a cumulative process. New skills must be introduced in a consistent sequence that builds upon previously learned skills. Crews, North and Erthal (2006) describe three stages of learning that a keyboarding student experiences. These three stages include: Cognitive Phase (Key Introduction), Associative Stimulus Phase (Kinesthetic Memory Traces), and Autonomous Muscle Response Phase (Automaticity). Benjamin Bloom (1986) supports this sequence of learning for touch typing.

Cognitive Phase (Key Introduction): This initial stage involves the students deliberately thinking about the rules of technique (body, arm and hand position; key stroking; and ergonomics). The beginning typist is also consciously thinking about the position of each individual key. Entering lines of text involves seeing, processing, and tapping strings of characters separated periodically by spaces. Learners are also purposely working to accomplish key combinations like the proper use of shift keys.

In this phase it is important to introduce the keys in a sequence that will foster student success. The learner's progression while learning the keyboard should be a cumulative process. Pairings of characters should be introduced together with sufficient practice activities in a variety of contexts to afford the learner a certain amount of mastery before moving to the next set of keys. The following lesson should introduce a new set of characters and provide fresh practice activities that incorporate the first set of characters as well as the newly-learned keys. This collective process should be continued throughout the entire keyboard.

Type to Learn 4 introduces the keys mainly in pairs in a logical sequence beginning with the index fingers. These fingers are the strongest and most often used so students will have the greatest amount of immediate control for their initial venture into touch keyboarding. After introducing the J and F keys, U and R are introduced using the index fingers as well. This sequence continues to use the strongest fingers and introduces a vowel to allow the learner to begin typing actual words in the second lesson. The sequence then progresses to the middle fingers, ring fingers, and finally the little fingers, which are the weakest and most difficult to use when keyboarding. Each of the 34 lessons involves a series of exercises (described above) that provide students with engaging tasks using the new keys as well as all of the previously-learned keys.

Associative Stimulus Phase (Kinesthetic Memory Traces): On-going practice through exercises and activities that are of high interest, high motivation, and high activity can motivate learners to engage in the repetition necessary to facilitate developing "kinesthetic memory traces." Through this process, students learn to connect the recognition of the character with the action of striking the corresponding key. Developing kinesthetic memory traces is part of the psychomotor learning process (Starr, 2001).

This stage of learning is the longest of the phases and involves developing a sense of continuity and rhythm in keyboarding. Continuity is cultivated through practicing and mastering common character combinations and words, and acquiring kinesthetic memory traces. Rhythm is developed through a steady repetition of keystrokes. At this stage accuracy is not as important as speed and rhythm. Support during this phase could begin with a consistent rhythm as with a

metronome. However, as the learner masters keyboarding an individualized cadence will naturally develop based upon how the typist addresses groups of letters, rather than from an external musical beat.

Type to Learn 4 is specifically designed to ensure that the practice and repetition necessary to achieve this phase of learning is amply present, interesting, and motivational:

- *The game-based format provides an active learning environment that turns ordinary practice drills into engaging activities with purpose and relevance to the student's success as Agents of Information.*

- *Quick-Blends and Quick-Words provide an emphasis on building continuity through mastering character combinations. This increases efficiency because students develop the mindset to type groups of characters when possible instead of processing and tapping individual characters one at a time.*
- *Speed can be emphasized throughout Type to Learn 4 since learners are not required to perform at 100% accuracy all the time. Performance goals are based upon their own level of expertise rather than perfect performance. This allows the keyboarder to forge ahead to the next character instead of cautiously making sure each key is correct, or frequently using the backspace key to correct a possible mistake.*
- *Building a keyboarding rhythm and cadence is developed through a teacher-controlled metronome that accompanies one of the practice activities. Available with every lesson, this activity provides a variable-speed beat to which students can type along.*

Autonomous Muscle Response Phase (Automaticity): The goal of teaching keyboarding is to familiarize students with the keyboard to a point where they develop automaticity (Bloom, 1986). Automaticity is a level of proficiency where the learner is able to complete a task as a whole without devoting attention to each individual component task. Keyboarding automaticity requires facility in typing to the point where the operator is keying without thinking of the individual keys. In fact, if an accomplished keyboarder tries to think about what each finger is doing, "the entire typing process would collapse," (Bloom, 1986, p. 73).

Type to Learn 4 fosters automaticity by encouraging on-going practice through a series of varied and motivating activities. Keyboarding proficiency is further facilitated by mastering keyboarding short-cuts (i.e., Quick-Blends and Quick-Words). While the motivation for keyboarding at the previous learning stages may have been to succeed at challenges presented by Type to Learn 4's activities (extrinsic reward), success in keyboarding becomes its own reward in this phase as students feel empowered by their keyboarding acumen (intrinsic reward).

Motivation Motivation has a great deal to do with novelty, excitement, and challenge. Prolonged activities will bore learners into inaction. While all students tend to be drawn to computer-based activities, these activities also need to be interesting and provide feedback about students' rates of progress to retain their interest. Students learn best when they have immediate indications of their ongoing success (Olinzock, 1998). Such immediate feedback of results supports both performance and motivation (Garris, Alders and Driskell (2002). Activities should be challenging but not overwhelming. This means that students will perform best if the activities are presented at their individual skill levels. Matching the task's requirements with the learners' skills makes the learning experience more enjoyable (Csikszentimihalyi, 1990). It is important that students feel a sense of accomplishment as they master the keyboard. The most effective challenges are ones where the expected level of accomplishment rises as the learner's skill levels improve. Contextualizing learning in a fantasy world can also enhance students' interest and engagement (Randel, Morris, Wetzell and Whitehill, 1992). The task-oriented gaming world of Type to Learn 4 provides a highly motivational learning environment in a variety of ways that would not be possible using a typing textbook:

Gaming World: Type to Learn 4 is designed to provide a novel learning environment that is both challenging and motivational. Type to Learn 4 takes place in a futuristic world where information is in danger of coming to a disastrous halt. This is a task-oriented gaming world where learners use their newly developing keyboarding skills to achieve their missions. As Agents of Information, the students are given the tools of their trade: the communicator device where they will perform their keyboarding, and the sequential training on all keys to help them ascend the ranks from Recruit to Master Agent. They are taught the necessary skills: recognizing, finding, and striking specific keys. These agents must then accomplish missions that range from saving ideas from being lost, to piloting drones, to uncovering long lost information. Completing each of these missions successfully is dependent upon accurate and rapid keying. Their newly-found keyboarding world is an adventure in success.

Placement Test: Students begin their adventures by completing a placement test. This test assesses each student's skill level and places the student at the lesson that best fits his/her needs. The placement test also identifies the learner's beginning keyboarding speed (WPM) and accuracy percentage, and uses this information to identify a goal speed and expected accuracy level for upcoming lessons. This moderately increasing goal creates challenges that encourage students to succeed. As students proceed through each lesson, they are continuously informed of their WPM performance and level of accuracy. This immediate feedback is necessary to place the learner in control.

Individualized Remediation: As students progress, they must pass a Final Challenge at the end of each lesson to prove that they can meet their individualized speed and accuracy goals before continuing to the next sequential lesson. If the student does not pass the Final Challenge, or fails to meet speed or accuracy goals at any time during the lesson, remediation is automatically provided. Type to Learn 4 analyzes the student's errors and provides a remediation task on the specific keys with which he/she is struggling. These remediation exercises are specifically developed to address the individual's weaknesses, ensure that students gain the skills needed to continue in the program, and that they remain motivated to succeed.

Acceleration: The Final Challenge can also be used to accelerate a learner's progress through the Type to Learn 4 sequence of lessons. If the supervising teacher allows it, students may try to "test out" of a lesson by attempting the Final Challenge before going through the lesson and its exercises. If the student achieves at his/her individualized level of accomplishment, the lesson is considered complete and the student may progress to the next lesson. This allows capable students to skip lessons teaching skills they have already mastered, thereby sustaining interest and motivation.

Game Breaks: Optional Game Breaks within Type to Learn 4 present students with an opportunity to break from the lesson and engage in one of the program's keyboarding-based gaming activities. These breaks are presented at teacher-adjustable intervals to enhance motivation and avoid boredom or restlessness. Game Breaks specifically support younger students or those with shorter attention spans. These Game Breaks always encourage resting the eyes before continuing, which is a necessary ergonomic inclusion.

Practice Perfecting keyboarding skills requires a great deal of practice. The typical elementary school spends 10 – 20 hours per year in teaching students to keyboard. This might be in a compressed format (i.e., 30 minutes a day for 4 weeks = 10 hours) or spaced (i.e., 30 minutes per week for 36 weeks = 18 hours) (Fleming, 2002). Either way, this is not enough time to reach a level of competence or automaticity with keyboarding. Crews, North and Erthal (2006) provide a table of "Speed Expectations" where they indicate that it is reasonable to expect students to type at 10 – 15 WPM after 15 – 18 hours of instruction. Secondary schools typically spend a whole

period teaching typing. Intermingled with the correspondence activities that integrate with learning to type, a 15-week class might yield 45 hours of keyboarding instruction and practice. This would yield a typing speed of 45-60 WPM on the Speed Expectations table.

As mentioned earlier, the goal of learning to keyboard is to develop automaticity in one's keyboarding skills. This level of expertise is not seen until one is keyboarding at 50 WPM. This proficiency requires practice beyond that available in the typical school classroom or computer lab. While an avid learner might practice skills through answering email or writing a report, these activities do not provide the guided practice that leads to developing an effective and efficient keyboarding technique. In fact, bad keyboarding habits may reemerge during such unsupervised activities. *However, using Type to Learn 4 outside of school can provide this important extended learning environment.*

Students are able to continue their instruction at home through the web-downloadable and single CD versions of Type to Learn 4. When a school purchases a web license, their students can download the keyboarding program onto their home computer, accessing the central database over the Internet, so that they can continue their Type to Learn 4 instruction on weekends and in the evenings as homework. This important extension of the instruction not only bridges the school and home, but also enables struggling students to gain the additional practice time they need, and advanced students to progress at their accelerated pace. The typically limited classroom time does not sufficiently allow for either.

Application Learning to keyboard using a software package can be quite successful, but will it translate to the "real world?" In most software, students read or hear words that they then key into the computer as quickly and accurately as possible. But how will this process of reading and typing text translate into their lives where most keyboarding time involves original composition? Cooper (1983) describes a distinction between transcription and generative keyboarding. Transcription keyboarding is the style of keyboarding used in most tutorials where a passage of text is presented to the learner to be keyed into the program or word processing document. Generative keyboarding identifies the style of keyboarding where one generates original text at the computer. Generative keyboarding is now the predominate form of computing so it is important that skills learned through a transcription method will transfer into a generative world. Salomon and Perkins (1989) identified behavioral transfer like keyboarding as low-road transfer. They found that low-road transfer is facilitated through automatization and varied practice. Automatization is the result of extensive practice, whereby the skill being practiced becomes fast and effortless. New environments or conditions do not adversely affect the level of transfer because the behavior is executed automatically, regardless of the situation. Crews, North and Erthal (2006) say that automaticity, and by extension skill transfer, is not certain until one is keyboarding at least 50 WPM.

Varied practice describes practice that occurs in a variety of contexts. This, too, facilitates low-road skill transfer. Performing a behavior in multiple situations requires one to adapt to subtle differences in those contexts. Performing despite these differences increases the actor's repertoire and makes functioning in an unfamiliar situation easier to accomplish. Considering the level of keyboarding sophistication necessary to reach automatization, varied practice is the method of choice to facilitate transfer from transcription to generative keyboarding, and from the world of a software application to real-world typing situations. It only requires the instructional program to place the learner in a variety of original composition situations to provide transferable experiences to later situations.

Type to Learn 4 successfully promotes skill transfer from transcription to generative

keyboarding by providing a variety of original writing opportunities for the learner. One entire activity, *Message Master*, includes opportunities for imaginative writing in response to grade-appropriate prompts. Furthermore, one full lesson at the end of the scope and sequence is dedicated to students' original responses to writing prompts. Another way *Type to Learn 4* promotes real-world skill transfer is by including keyboarding of literature passages, poems, historical documents, menus, and recipes – real world examples of writing.

Customizing Program Presentation to Meet Students' Needs Teachers today face an incredibly diverse group of students in their classrooms. Instructional methods, including software programs, must allow for individualization of the learning and differentiated instruction appropriate for: remedial learners, advanced learners, mentally challenged learners, and those with hearing or visual impairment. *Type to Learn 4* provides extensive customization options and settings for all types of learners.

All options can be set for an entire class or individual students, and allow customization of lessons, activities, and assessments. The teacher can customize the vocabulary level and difficulty of material, based on grade ranges (K-2, 3-6, or 7-12). The learning environment can be further customized by controlling the design interface, availability of music and sound effects, narration, and visual 3D reference hand support. Additional useful settings include: allowing or preventing activities before lessons have been completed, controlling access to the top scores list, and assessing students using printed text or on screen text. Game Breaks and Ergonomic Breaks can also be controlled in length and frequency to fit the class work cycle.

Spanish ESL Another teacher setting allows switching the instructional presentation between English and Spanish. Spanish ESL content provides instructions, navigation, support, and reinforcement in Spanish, while the keyboarding lessons themselves remain in English. This unique feature provides valuable support to Spanish-speaking students as they learn to keyboard in English. English language learners can participate equally in the keyboarding class, bolstering students' confidence and language skills.

Teacher-Added Content A valuable feature for teachers allows them to add their own original material into the *Type to Learn 4* program for students to type. This teacher-added content is then presented to students and automatically scored for accuracy and speed the same way as system content. This feature fosters greater integration of the classroom curriculum with the keyboarding curriculum, as spelling lists, vocabulary words, and even science or social studies content can be imported into *Type to Learn 4* as it is being covered in the classroom.

Accessibility for Disabled Learners *Type to Learn 4* provides extended accessibility for visual and hearing impaired learners. Closed captioning, rollover text, and adjustable volume can accommodate the needs of hearing impaired students. The visually impaired are assisted through both audio and visual accommodations:

- Auditorily, the software can be set to automatically read aloud all instructions, messages and text to be typed. Navigational buttons can also be set to verbally identify themselves when a mouse rolls over them.
- *Type to Learn 4* can read characters to visually-impaired students as they type and provide audible feedback when the wrong key is pressed.
- Partially-sighted learners can use customized text with adjusted size, color, contrast, and background color.

These adaptations fulfill the federal requirements (American Disabilities Act and Individuals with Disabilities Education Act) for accommodating the special needs of learners with disabilities (U.S. Department of Justice, 2008; NecTac, 2004). *Type to Learn 4* also contains multi-modal opportunities that address many of the Universal Design for Learning Guideline checkpoints to align with the Individuals with Disabilities Education Act (IDEA) 2004.

Managing Student Data Instructor utilities in *Type to Learn 4* provide important class and individual progress reports that enable the teacher to monitor and facilitate student progress. This reporting capability is recommended throughout the literature (Olinzock, 1998). *Type to Learn 4* offers an enhanced, user-friendly teacher management system that enables educators to administer their learners' progress throughout the curriculum. *Type to Learn 4* is designed to automatically take students through the sequence of lessons based upon their performance against pre-determined goals. With every goal in speed or accuracy that they reach, the program rewards the student for success and uses predetermined formulas to present an increasingly higher goal to keep the experience challenging, yet attainable. In special cases, the teacher can use the data management system to easily move a student forward or back in the lessons when necessary. Speed Goals (WPM) as well as Accuracy Goals (% correct) can be manually increased or reduced depending upon the teacher's recommendations.

Robust reports can be generated to detail progress, scores, and areas of challenge for an individual, group of individuals, class, group of classes, or the whole school. These reports include tables, charts and graphs to provide the data in the most easily usable format. Individual narrative reports highlighting areas of strength and weakness can be generated as well. A unique parent report, accessible through the student's login, allows parents to participate in the learning process and track their child's progress and scores throughout the program.

Standards Alignments It is critical in today's landscape of educational legislation and accountability that instructional software aligns directly to relevant state and national curriculum standards. *Type to Learn 4* is no exception. The program has been directly correlated to keyboarding and technology standards in all 50 U.S. states, the District of Columbia, and Ontario, Canada. *Type to Learn 4* also aligns with the International Society for Technology in Education (ISTE) 2007 National Educational Technology Standards for Students (NETS-S), outlined below (ISTE, 2007):

1. Creativity and Innovation Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology. Students:
 - a. apply existing knowledge to generate new ideas, products, or processes.
 - b. create original works as a means of personal or group expression.
6. Technology Operations and Concepts Students demonstrate a sound understanding of technology concepts, systems, and operations. Students:
 - a. understand and use technology systems.
 - b. select and use applications effectively and productively.
 - c. troubleshoot systems and applications.
 - d. transfer current knowledge to learning of new technologies.

Grades PK–2 (Ages 4–8) The following experiences with technology and digital resources are examples of learning activities in which students might engage during PK-Grade 2 (Ages 4-8):

1. Illustrate and communicate original ideas and stories using digital tools and media-rich resources. (1,2)
 7. Demonstrate safe and cooperative use of technology. (5)
 8. Independently apply digital tools and resources to address a variety of tasks and problems. (4,6)
 9. Communicate about technology using developmentally appropriate and accurate terminology. (6)
 10. Demonstrate the ability to navigate in virtual environments such as electronic books, simulation software, and Web sites. (6)
- Grades 3–5 (Ages 8–11)* The following experiences with technology and digital resources are examples of learning activities in which students might engage during Grades 3-5 (Ages 8-11):
8. Practice injury prevention by applying a variety of ergonomic strategies when using technology. (5)

Funding Opportunities

No Child Left Behind (NCLB) The following funding opportunities represent subsections of the No Child Left Behind legislation:

Title III Grant Funding Language Instruction for Limited English Proficient and Immigrant Students (Title III of NCLB). This program is designed to improve the education of limited English proficient (LEP) children and youths by helping them learn English and meet challenging state academic content and student academic achievement standards. Title III funds are used to implement language instruction educational programs designed to help LEP students achieve these standards.

Type to Learn 4 incorporates a Spanish ESL option to display all instructions, directions, navigation, help, reinforcement, and rewards in Spanish alongside the English translations. This unique capability expands the keyboarding curriculum to ESL students in all grades who need guidance in their native language while they learn to keyboard in English, and also assists with English language learning.

21st Century Community Learning Centers Grant (Title IV, Part B) This NCLB program supports community-learning centers that give students from low-performing and high-poverty schools academic enrichment opportunities. Authorized activities include:

- remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement;
- programs that provide after school activities for limited English proficient students that emphasize language skills and academic achievement;
- telecommunications and technology education programs

Type to Learn 4 is a perfect fit for community-learning and after-school centers. The software provides academic enrichment while building critical 21st Century keyboarding and computer literacy skills. Continuous reinforcement of home row positioning and proper fingering for each key supports proper technique as the foundation for developing effective keyboarding skills. Efficient keyboarding is the gateway to competent computer usage. Type to Learn 4 thereby also supports this grant's call for technology education. Spanish ESL content throughout the Type to Learn 4 program supports limited English proficient students as they learn to keyboard in English, which also strengthens language skills.

Enhancing Education Through Technology Grant (Title II, Part D) Enhancing Education Through Technology (EETT) is a No Child Left Behind initiative that seeks to improve student academic achievement through the use of technology in elementary schools and secondary schools. An additional goal is to ensure that every student is technologically literate by the time the student finishes the eighth grade.

Type to Learn 4 brings technology usage directly to students' own hands by teaching the fundamental skill of keyboarding. Without effective keyboarding skills, students cannot proficiently interface with a computer or be considered technologically literate. The software is developed for grades K-12, beginning with keyboard awareness for the youngest learners and advancing to keying passages and original writing tasks at the upper levels.

Carl D. Perkins Career and Technical Education Act of 2006 This grant assists states in developing a comprehensive system of Career-Technical Education:

- Integrate academic and career-technical education through a coherent sequence of courses;
- Promote student attainment of challenging academic and career-technical standards;
- Develop, improve and expand the use of technology.

Type to Learn 4 builds critical career-technical touch-typing skills through its sequential, leveled system of instruction that is individualized for each student's needs and keyboarding abilities. A

variety of design interfaces allow the software to be equally appropriate for elementary, secondary, or adult learners. The software provides access to valuable skill-training that is necessary to attain a job in today's 21st Century, computer-centric work force. Effective keyboarding skills are critical for proficient use of computer technology. In accordance with the grant, *Type to Learn 4* aligns with the ISTE National Educational Technology Standards for Students (NETS-S) and NCLB Technology Requirements. The Internet-downloadable version is widely accessible, allowing students to use the software from home or anywhere with an internet connection.

Conclusion Efficient keyboarding skills clear the path toward effective expression. Learning to keyboard accurately and efficiently requires more than being taught location of the characters on the keyboard. It requires a sequential curriculum that integrates technique with key location and encourages a great deal of practice to build the automatic skills for transcribing ideas onto the computer screen. Keyboarding instruction succeeds based upon content, pedagogy, and individualization.

Sunburst Technology's Type to Learn 4: Agents of Information is based upon an adventure theme where learners are tasked with preserving information for the entire world. The game-based content provides exercises and activities corresponding to the "secret agent" theme. This thematic direction provides relevance and purpose for the learner and encourages students to spend time completing the activities to develop the skills necessary to master keyboarding. Content is differentiated between grade levels to address the specific needs of various groups of students.

The pedagogical design is based upon decades of research concerning effective keyboarding instruction. It integrates proven instructional procedures with the immediate feedback that computer-based instruction makes possible. Teaching and promoting technique and ergonomics are at the foundation of the program. Keyboard characters are introduced through a pairing sequence that optimizes motoric strengths and asks students to type actual words as soon as possible. Keyboarding continuity is promoted through the instruction of Quick-Blends and Quick-Words as letter-combination units rather than individual letters. Rhythm is developed through auditory stimuli. A plethora of strategies are combined to support students in developing the keyboarding automaticity that is necessary to become accomplished keyboarders.

The *Type to Learn 4* curriculum has been designed to individualize to student needs. A pretest and periodic formative assessments are used to begin each student at the proper level of difficulty and expectation, as well as to modify the expected levels of accomplishment or to provide remediation throughout the program. The rich reporting system provides teachers with a wealth of information about student progress so that educators can modify settings to address students' personal needs. Visual and sound adaptations have been included to provide accessibility for visually and hearing impaired students. Spanish ESL students can have directions provided in Spanish while completing lessons in English.

Type to Learn 4: Agents of Information synthesizes research-based design with proven pedagogy to create a highly motivating learning environment that challenges learners and promotes success.

References Bangart-Drowns, R. L. (1993). The word processor as an instructional tool: A meta analysis of word processing in writing instruction. *Review of Educational Research*, 63(1), 69-93.

Bartholome, L. W. (n.d.). Typewriting/keyboarding instruction in elementary school. Utah State Office of Education. Retrieved May 18, 2008, from <http://www.usoe.k12.ut.us/ate/keyboarding/Articles/Bartholome.htm>

Bartholome, L. & Long, I. (1986). Teaching keyboarding to elementary school students. National

Association of Laboratory Schools Journal. 10 (2).

Bernazza, A., Bloomer, R., & Cline, M. (1971). An experimental test of a first-grade reading-typewriting program. In G. Schick and M. May (Eds.), *Reading process and pedagogy* (pp. 224-236). Nineteenth Yearbook of the National Reading Conference. Milwaukee, WI: National Reading Conference.

Bloom, B. S. (1986). Automaticity. *Educational Leadership*. 43(5). 70-77.

Boyce, B. L. & Whitman, P.H. (1987). *Facilitator handbook for elementary keyboarding*. Pomona, CA: California State Polytechnic University at Pomona, Business Education Center.

Csikszentmihalyi, M. (1990). *Flow: The psychology of optimal performance*. New York: Cambridge University Press.

Cooper, W. (1983). *Cognitive aspects of skilled typewriting*. New York: Springer-Verlag.

Crews, T., North, A., and Erthal, M. (2006). *Elementary/middle school keyboarding strategies guide* (3rd edition). National Business Education Association: Reston, VA.

CUergo (2000). Cornell university ergonomics web. Retrieved on May 13, 2008, from <http://ergo.human.cornell.edu/MBergo/schoolguide.html>

Dolch, E. (1936) A basic sight vocabulary. *The Elementary School Journal*. 36(6), 456-460.

Erickson, L. W. (1960). "The typewriter-a tool of learning in the elementary grades. Balance Sheet.

Erthal, M. (1996). Who should teach keyboarding and when should it be taught? Retrieved April 29, 2008 from <http://www.usoe.k12.ut.us/ate/keyboarding/Articles/Whowhen.htm>

Erthal, M. (1996). Keyboarding software and touch keyboarding. *Tennessee Business Education Journal*, 4(1), 11-13.

Fendrick, P. (1937). Hierarchical skills in typewriting. *Journal of Educational Psychology*, 28(8), 609-620.

Fleming, S. (2002) When and how should keyboarding be taught in elementary schools? Unpublished masters thesis., University of Northern Iowa, Cedar Falls, Iowa.

Fry, E. (1998). The most common phonograms. *The Reading Teacher*. 51(7), 620-622.

Garris, R., & Ahlers, R. (2001, December). A game-based training model: Development, application, and evaluation. Paper presented at the 2001 Interservice/Industry Training, Simulation, and Education Conference, Orlando, FL.

Goldberg, A., Russell, M., and Cook, A. (2003). The effect of computers on student writing: A meta-analysis of studies from 1992-2002. *Journal of Technology, Learning and Assessment*, 2(1). Retrieved on May 3, 2008, from <http://www.jtla.org>

Hajic, M. (2008). Kids & computers – children at risk for rsis. Retrieved on May 22, 2008, from <http://www.bellaonline.com/articles/art50174.asp>

Honig, B., Diamond, L., and Gutlohn, L. (2000). *Teaching Reading Sourcebook: For Kindergarten through Eighth Grade*.

Hoot, J. (1985). Computer keyboarding instruction in the elementary school: Directions for curriculum design. Paper presented at the annual meeting of the Southwest Educational Research Association, Austin, Texas.

Hoot, J. (1986). Keyboarding instruction in the early grades: Must or mistake? *Childhood Education*, 63 (2), 95-101.

International Society for Technology in Education (ISTE), (2007). National educational technology standards for students. Retrieved from http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

NecTac (2004) The Individuals with Disabilities Education Act (IDEA). Retrieved on May 15, 2008, from <http://www.nectac.org/idea/idea.asp>

Johnson, C., Nelson, M. and Townsend, S. (2002). Krazy keyboarding for kids: Teaching guide. Retrieved on May 13, 2008, from <http://webinstituteforteachers.org/~gammakeys/teachingguide.htm>

McLean, G. (1994). Teaching keyboarding. Little Rock, AR: Delta Pi Epsilon.

National Association for the Education of Young Children (1996). Technology and young children – ages 3 through 8. Retrieved on May 15, 2008, from <http://www.naeyc.org/about/positions/PSTECH98.asp>

Nichols, L. (1995). A comparison of two methods for teaching keyboarding in the elementary school. *Computers in the Schools*, 11(4), 15-25.

Nieman, P. (1996). Introducing early keyboarding skills. *Business Education Forum*, 51 (1), 27-30.

Olinzock, A. (1998). Computer skill building – the answer to keyboarding instruction? *Business Education Forum* 51, 24-26.

Owston, R. & Wideman, H. (1997). Word processors and children's writing in a high-computer-access setting. *Journal of Research on Computing in Education*, 20(2), 202-220.

Randel, J., Morris, B., Wetzel, C., & Whitehill, B. (1992). The effectiveness of games for educational purposes: A review of recent research. *Simulation & Gaming*, 23, 261-176

Rogers, H. (1997). A longitudinal study of elementary keyboarding computer skills. *Academy of Educational Leadership Journal*, 1(2), 55-57.

Rogers, H. (2006). The status of elementary keyboarding: A longitudinal study. Retrieved on May 18, 2008, from <http://facstaff.uww.edu>

Russell, R. (1994). Teaching keyboarding to elementary children. In A.McEntee (Ed.), *Expanding Horizons in Business Education*, Yearbook No. 32. Reston, VA: National Business Education Association.

Russin, I. (1995). A comparison of the effect of teacher-directed instruction (and textbook use) and interactive computer software instruction on the development of touch-keyboarding skills in two sixth grade classes. Unpublished masters thesis, Kean College, New Jersey.

SAU 16 (2007). Keyboarding ergonomics – health and safety. Retrieved on May 11, 2008 from <http://www.sau16.org/resources/keyboarding/kbergonomics.htm>

Starr, L. (2001). Teaching keyboarding – when? why? where? *Education World*. Retrieved on May 11, 2008, from http://www.educationworld.com/a_tech/tech/tech072.shtml

Szeto, G., Lau, J., Siu, A., Tang, A., Tang, T., Yiu, A. (2002). A study of physical discomfort associated with computer use in secondary school students Retrieved on May 5, 2008, from <http://web.wits.ac.za/NR/rdonlyres/> DDD0F503-803E-4DED-9C2E-F77E0A0148CD/0/child2.pdf

Tschabitscher, H. (n.d.). How many emails are sent every day? Retrieved on May 8, 2008, from http://email.about.com/od/emailtrivia/f/emails_per_day.htm

Troutner, J. (1983). The issue of teaching typing. *Educational Computer*, 3(7), 14.

U.S. Department of Justice (2008). ADA homepage. Retrieved on May 10, 2008, from <http://www.ada.gov>

Wetzel, K. (1985). Keyboarding skills: Elementary my dear teacher? *The Computing Teacher*, 12(9), 15-19.

Wood, B.D. and Freeman, F. N. (1932). *An experimental study of the educational influences of the typewriter in the elementary school classroom*. New York: Macmillan Company.

World-English (2003). The 500 most commonly used words in the English language. Retrieved on May 11, 2008, from <http://www.world-english.org/english500.htm>

Zeitz, L. (2005). Keyboarding made simple: Learn the best techniques for keyboarding like a pro. New York: Broadway Books.

BOARD OF EDUCATION AGENDA ITEM 9.02

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Melissa Andrews
TITLE OF AGENDA ITEM:	Capital Campaign Events and Strategies
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The Capital Planning Committee has titled their proposal as:

Our Plan to Bring Out the Best in District 49

RATIONALE: As the district shifts from the work of the committee to the work of the community, it is helpful to have a consistent brand and key messages for the public input phase of the process.

RELEVANT DATA AND EXPECTED OUTCOMES: A coordinated campaign increases the probability that the Board will present an optimized request to the voters, should the board decide to propose a bond question, mill levy override, or both.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Major Impact: The purpose of branding and unifying the plan is to build trust and transparency.	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best</u> district in Colorado to learn, work and lead	Major Impact: The proposal, if successful will provide the resources to establish District 49 as the best.		

FUNDING REQUIRED: Yes ✓ **AMOUNT BUDGETED:** We are budgeting \$7,000-10,000 for polling and production of informational materials.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Discussion

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: February 6, 2014



Our Plan to Bring Out the Best in District 49 Proposed Communications Plan and Timeline

Now that the Capital Planning Committee has complete the first phase of the planning process, we are moving into the public input phase. The goal of this phase is to present our plan to the community and our district stakeholders so we can refine our proposal and end up with the best presentation of the best plan.

This plan will guide our messaging, ensure consistency of communications, and ensure that all our presenters and participants highlight the major components of *Our Plan to Bring Out the Best in District 49*. Over the next 10 months, community stakeholders will align this plan with our strategic priorities and sequence our key messages with Board meetings, community input opportunities, and coordinated efforts from the district's communications team.

Our Goal: Engage and inform our community to build a network of support for *Our Plan to Bring Out the Best in District 49*, leading ultimately to a successful ballot issue. We want our community to endorse the plan and ensure that we are *enhancing education and exceeding expectations*.

Key Points: (to be refined through polling and community feedback)

- The work of a community committee has identified our district's long-range needs —now the committee is asking the district to carry the plan to our people.
- Our community is growing—to meet the needs of every student, we are asking our community to invest and make the most of our growth potential.
- Because District 49 has developed remarkable efficiency, both operationally and fiscally, we are in an ideal position to pursue the right growth at the right time.
- To perfect our plan and presentation, we need constructive feedback from our community at board meetings, school-based sessions, zone assemblies, and in all sorts of settings where stakeholders can make this plan their own.

Input Initiative 1: We will begin by presenting the plan to internal and external stakeholders for the purpose of education and building relationships so we can identify key influencers and groups.

Input Initiative 2: Between the March board meeting and spring break, we will conduct focus groups and polling to help refine our messaging in response to community members' needs and concerns.

Input Initiative 3: We will add relevance to our presentation by detailing specific projects as well as the cost and benefit impacts for each school and zone.

Synthesis: We will finalize our plan based on feedback and suggested improvements from the input phase. The final plan will be the basis of the board's decision about whether to advance the ballot questions, and the specific wording for the Bond question and the request for a Mill Levy Override.

Mission: Preparing students, in a safe and caring environment, to be successful, competent and productive citizens in a global society.

~ Peter Hilts, Chief Education Officer ~ Brett Ridgway, Chief Business Officer ~ Jack Bay, Chief Operations Officer ~
~ Monty Lammers, Falcon Innovation Zone Leader ~ Sean Dorsey, Sand Creek Innovation Zone Leader
~ Mike Pickering, PhD, POWER Innovation Zone Leader ~ Kim McClelland, iConnect Innovation Zone Leader ~



Active Campaign: If the board votes, based on the input and synthesis efforts, to put forward ballot questions for the bond and mill levy override, then district staff will shift to general promotion of the district and the district's vision. From that vote forward, any explicit campaigning for the bond questions must come from community-led teams and their efforts.

Overview of Messages and Methods

Date	Message	Platform(s)	Audience	Messenger(s)
Initiative 1				
Week 1 – Jan. 20	Introducing the committee, its work and its recommendations	Board work session presentation; video/social media	Board, staff members, DAAC, SAC's	Christianna, Donica, Melissa, Gabe, Peter, Brett
Week 5 – Feb. 17	Needs – growth potential, adding capacity, adding opportunity to educational environment	Board meeting presentation; video/social media; internal group meetings	Board, staff members, PTAs, SACs, parents	Christianna, Donica, Melissa, Gabe, Peter, Brett, and members of the capital planning committee
Week 6 – Feb. 24	Efficiencies – right growth, right time, fiscal responsibilities	Board work session; video/social media; standard communications	Staff members, key influencers in community/parent groups	Brett, capital planning committee
Week 8 – March 10	Safety, secured entries, efficiencies in utilities, thinking about facilities differently	Board meeting; video/social media; standard communications	Staff members, parent and community groups	Jack, capital planning committee
Initiative 2				
Week 9 – March 17	Which elements of the plan and presentation resonate or clash?	Focused polling to evaluate the plan and presentation	A representative sample of district stakeholders	Polling specialists
Initiative 3				
Week 12 – April 7 and following	Specifics of proposal: pictures, renderings, etc. Using refined messaging from polling and surveys	Board meeting; video/social; community meetings; staff meetings; standard communications	Staff members, parent and community groups, broader community	Capital planning committee; building and zone leaders

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BOARD OF EDUCATION AGENDA ITEM 9.03

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Tammy Harold, Board of Education President
TITLE OF AGENDA ITEM:	Cultural Contract
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Through the process of establishing a strategic plan for the district, it became apparent the Board of Education needs to develop a code of conduct, norms of behavior and process to resolve conflict. At the board retreat on January 25, each member was asked to consider a code of conduct, known as Cultural Contract and submit ideas for inclusion to the board president. The compiled list will be discussed at the next meeting to come to consensus on this new policy.

RATIONALE: One of the main goals of the school board is to gain and maintain the public's trust to provide the best education to students in the variety of schools in the district. To achieve this goal, the board should set high standards of cooperative behavior that will be self-monitored for compliance.

RELEVANT DATA AND EXPECTED OUTCOMES: The board will develop a Cultural Contract that will be included in board policy to set behavioral expectations that will improve public trust in the leadership of the District. Members should be expected to adhere to the agreed upon Cultural Contract without exception. Just as the board expects the Chiefs to hold staff accountable for following policy, once this is approved, the board has the responsibility to hold each other accountable for following their own governing policy.

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	XX	Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead			

FUNDING REQUIRED: No ✓

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move Cultural Contract for further discussion at February Work Session and Board Policy approval at March meeting.

APPROVED BY: Tammy Harold, BOE President

DATE: February 5, 2014



BOARD OF EDUCATION AGENDA ITEM 10.01

BOARD MEETING OF:	February 13, 2014
PREPARED BY:	Peter Hiltz
TITLE OF AGENDA ITEM:	Executive Session: Pursuant to CRS 24-6-402(4)(b) conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.
ACTION/INFORMATION/DISCUSSION:	Other Business

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES:

IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment		Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation		Rock #5 — Customize our educational systems to launch each student toward success	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead			

FUNDING REQUIRED: No **X**

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to go into Executive Session pursuant to CRS 24-6-402(4)(b) to conference with an attorney for the local public body for the purpose of receiving legal advice on specific legal questions.

APPROVED BY: Peter Hiltz, Chief Education Officer

DATE: February 7, 2014