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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
August 13, 2015
6:30 p.m.
Education Service Center – Board Room

Fantastic 49 - 6:00 p.m.

- GOAL Academy-LaRaza National Affiliate
- Nightingale 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 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 Minutes of Regular Board of Education Meeting 7/9/2015 and Special Board of Education Meeting 7/16/15

5.00 Board Update

5.01 Chief Officer Update

6.00 Open Forum (3 minute time limit for each speaker)

7.00 Action Items

7.01 Action on Innovation Plans

a. POWER Zone

b. POWER Zone Schools

c. Resolution

7.02 Approval of Resolutions for Revised Innovation Plans

7.03 Action on Bond Refinance Proposal

7.04 Action on New and Reclassified Job Descriptions

a. Central Enrollment Supervisor

b. Lead Campus Security Officer

7.05 Action on Policy Revisions

a. ILBC Literacy and Reading Comprehension Assessments

b. IKA Grading/Assessment Systems

7.06 Approval of Supplemental Budget for Fund 16

7.07 Appoint Board Representative to Attend CASB Delegate Assembly

7.08 Approval of Intergovernmental Agreement between District 49 and El Paso County Clerk and Recorder for the November 2015 Election

7.09 Items Removed from Consent Agenda

8.00 Information Items

8.01 Expulsion/Suspension Information

8.02 Process Improvement Update

9.00 Discussions Items

9.01 Schoology Update (15 minutes)

9.02 New Job Description, Instructional Technology Analyst (5 minutes)

9.03 Performance Excellence Report (10 minutes)

9.04 49 Pathways Update (10 minutes)

9.05 Resolutions for CASB (10 minutes)

10.00 Other Business

11.00 Adjournment

DATE OF POSTING: August 6, 2015

Donna Richer

Executive Assistant to the Board of Education



BOARD OF EDUCATION AGENDA ITEM 4.01

SPECIAL BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Kim Steeves, Professional Staff Liaison
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Administrative and Professional-Technical 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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: Yes

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; Jay Bay, Chief Operations Officer
Paul Andersen, Personnel Director

DATE: July 31, 2015



BOARD OF EDUCATION AGENDA ITEM 4.02

BOARD MEETING OF:	August 13, 2015
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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major impact
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: Yes

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: July 31, 2015



BOARD OF EDUCATION AGENDA ITEM 4.03

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Lisa Cheney, 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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

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: July 31, 2015

BOARD OF EDUCATION AGENDA ITEM 4.04

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Donna Richer, Executive Assistant to the BOE
TITLE OF AGENDA ITEM:	Approval of Minutes of Regular Board Meeting on 7/9/2015 and Special Board Meeting on 7/16/2015
ACTION/INFORMATION/DISCUSSION:	Consent Action

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 meetings will be posted on the district website after board 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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

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

APPROVED BY: Marie LaVere-Wright, Board Secretary

DATE: June 31, 2015



BOARD OF EDUCATION AGENDA ITEM 7.01a

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Mike Pickering, POWER Zone Leader
TITLE OF AGENDA ITEM:	POWER Zone Innovation Plan Review
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: POWER Zone would like to bring our innovation plan to the BOE for its triennial review process. We are excited for our BOE to review the community created and approved initiatives in the areas of evaluation, curriculum, relational frameworks, and our proposal process. The curriculum portion is the only portion that requires local and state BOE approval at this time.

RATIONALE: POWER Zone Leader will present and provide rationale on which initiatives we seek to continue and which we seek to discontinue.

RELEVANT DATA AND EXPECTED OUTCOMES: Much hard work and dedication on the parts of all our stakeholders has already produced some initially positive qualitative and quantitative outcomes. However, some of these quantitative effects on student achievement and growth are still being analyzed and will continually be monitored in order to ensure continuous quality improvement is occurring.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Through developing close relationships between schools and families POWER Zone is able to focus on continuous improvement in the most effective manners possible.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Including our community on our performance dashboard work continues to be a prime component in the zone's overall community approved accountability vision.
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	The evaluation, curriculum, and relational framework components that comprise the POWER Plan, and are supported through our innovation plans, are helping D49 become the best district in Colorado to learn, work, and lead within.
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	The POWER Zone's Innovation Proposal Process has already begun creating distinct and exceptional programming within the zone.
Rock #5 — Customize our educational systems to launch each student toward success	POWER Zone believes through targeting the learning that is essential and prioritizing supports in these areas we will create more individualized educational experiences for our students.

FUNDING REQUIRED: Annual Zone Operating Funds

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After review and discussion at the previous board meeting, I move to approve the attached Innovation Plan for the POWER Zone as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer

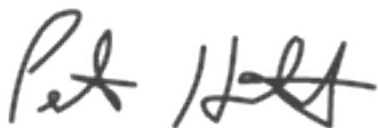
DATE: July 31, 2015

POWER ZONE AND POWER SCHOOLS INNOVATION REVIEW AND PLAN

After consultation with the other chief officers, legal counsel, and senior educational leaders in District 49, I recommend that the District 49 Board of Education accept the POWER Zone Innovation Plan and the POWER Zone School Innovation Plans as submitted. I further recommend that the Board affirm the innovation plan—fulfilling their responsibility to conduct a triennial review.

My basic rationale follows, and I welcome clarifying or additional questions about my recommendation at the board work session.


The innovation efforts across the POWER Zone fulfill the district's commitment to increase performance and do not require any additional funding, personnel, or program support.

A handwritten signature in black ink, appearing to read "Peter Hilts".

Peter Hilts, Chief Education Officer

Zone of Innovation
Self-Assessment for Three-Year Review



Zone and Zone Leader:	POWER Zone - Mike Pickering	
Approval	Original: May 15, 2012 - Revised: July 11, 2013	
Which district policies were waived as part of your schools innovation plan?	IC/ICA - Calendar Approval IC/ICA-R - Calendar Approval IGA - Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review IGD - Curriculum Adoption IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption	
Which state policies were waived as part of your schools innovation plan?	C.R.S. 22-32-109(n) - Schedule and Calendar C.R.S. 22-32- 109(II)(A) - Schedule and Calendar C.R.S. 22-32- 109(II)(B) - Schedule and Calendar C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards	
What academic performance targets were identified in the original innovation plan?	Progress within Unified Improvement Plans	

Zone and
Zone Leader:

POWER Zone - Mike Pickering

- 1) All 5 schools at Performance Level on School Performance Framework
- 2) Raised SMS from Improvement to Performance in 1 year primarily due to strong curriculum work at school level
- 3) DIBELS BOY reading indicator has improved each year since 2012
- 4) Developed Curriculum Pathway Work
- 5) K-5 has completed Curriculum Pathway in English Language Arts, 6-12 has completed each content area for which there is a Colorado Academic Standard
- 6) Curriculipedia is being used as a resource across the zone to collaborate around learning scales, resources, assessment, and instruction.
- 7) POWER Plan foundation still guides practice – Growth Based Evaluation Model, Innovative Curriculum Design, Capturing Kids Hearts Culture

Elementary Schools

DIBELS: K-5th graders overall have shown improvements over time. For the past three years the percentage of At Risk students has deceased. Current 3rd and 4th graders have shown even greater improvements in At Risk and Low Risk over time.

Power Zone Elementary Schools (% At Risk)		
Year	Beginning	End
2012-2013	19% At Risk	14% At Risk
2013-2014	21% At Risk	14% At Risk
2014-2015	19% At Risk	12% At Risk

CURRENT 3 rd GRADE AT RISK (- GOOD)			
Year	Beginning	End	Change
13-14 (2 nd)	19	14	-5
14-15 (3 rd)	16	10	-6

CURRENT 3 rd GRADE LOW RISK (+ GOOD)			
Year	Beginning	End	Change
13-14 (2 nd)	72	78	+6
14-15 (3 rd)	75	83	+8

CURRENT 4 th GRADE AT RISK (- GOOD)			
Year	Beginning	End	Change
12-13 (2 nd)	14	15	+1
13-14 (3 rd)	19	15	-4
14-15 (4 th)	22	8	-14

CURRENT 4 th GRADE LOW RISK (+ GOOD)			
Year	Beginning	End	Change
12-13 (2 nd)	72	72	0
13-14 (3 rd)	70	79	+9
14-15 (4 th)	68	83	+15

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?



Zone and
Zone Leader:

POWER Zone - Mike Pickering

To what
degree is the
school
achieving or
making
adequate
progress
toward
achieving the
academic
performance
results
identified in
the school's
innovation
plan?

Skyview Middle School

Transitional Colorado Assessment Program: After a drop in 2013 Skyview brought our scores back up for 2014. The areas of reading and writing have seen the most significant gains. Additionally, our greatest percentile gains were in the areas of Growth, making significant growth in ELL and Gifted Reading, All grade level Writing and 8th grade math growth percentiles.

Skyview Middle School – TCAP SPF			
Performance Indicators	2012	2013	2014
Academic Achievement	Meets	Meets	Meets
Academic Growth	Meets	Approaching	Meets
Growth Gaps	Approaching	Approaching	Approaching

Skyview Middle School - TCAP SPF			
Growth Gaps	2012	2013	2014
Reading	Approaching	Approaching	Meets
Math	Approaching	Approaching	Approaching
Writing	Approaching	Does Not Meet	Meets
Total	Approaching	Approaching	Approaching

Vista Ridge High School

Transitional Colorado Assessment Program: Vista Ridge High School has shown a significant turnaround over the last 3 years on SPF Performance Indicators.

Vista Ridge High School – TCAP SPF			
Performance Indicators	2012	2013	2014
Academic Achievement	Approaching	Approaching	Meets
Academic Growth	Approaching	Approaching	Meets
Growth Gaps	Does Not Meet	Approaching	Approaching
Post Secondary and Workforce Readiness	Meets	Meets	Meets

Vista Ridge High School – TCAP SPF			
Growth Gaps	2012	2013	2014
Reading	Approaching	Meets	Meets
Math	Does Not Meet	Does Not Meet	Approaching
Writing	Does Not Meet	Approaching	Meets
Total	Does Not Meet	Approaching	Approaching



Zone and
Zone Leader:

POWER Zone - Mike Pickering

Overview of TCAP Median Growth Percentile (Elementary): The goal is to meet or exceed the 50th percentile each year. Schools growing academically at or above the 50th percentile are growing as fast or faster than the state average.

Odyssey Elementary

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	46
	2012-2013	53
	2013-2014	58
Writing	2011-2012	43
	2012-2013	51
	2013-2014	58
Math	2011-2012	49
	2012-2013	53
	2013-2014	58

Ridgeview Elementary

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	50
	2012-2013	53
	2013-2014	46
Writing	2011-2012	51
	2012-2013	51
	2013-2014	35
Math	2011-2012	53
	2012-2013	53
	2013-2014	32

Stetson Elementary

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	47
	2012-2013	47
	2013-2014	52
Writing	2011-2012	46
	2012-2013	57
	2013-2014	50
Math	2011-2012	51
	2012-2013	40
	2013-2014	54

What other
academic
performance
data might
inform the
Board's
decision?



Zone and
Zone Leader:

POWER Zone - Mike Pickering

What other
academic
performance
data might
inform the
Board's
decision?

Overview of TCAP Median Growth Percentile (Secondary): The goal is to meet or exceed the 50th percentile each year. Schools growing academically at or above the 50th percentile are growing as fast or faster than the state average.

Skyview Middle School

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	41
	2012-2013	44
	2013-2014	45
Writing	2011-2012	48
	2012-2013	37
	2013-2014	51
Math	2011-2012	50
	2012-2013	47
	2013-2014	41

Vista Ridge High School

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	42
	2012-2013	51
	2013-2014	48
Writing	2011-2012	32
	2012-2013	43
	2013-2014	45
Math	2011-2012	40
	2012-2013	32
	2013-2014	41

Please refer to school specific plans for further data detail.

As the school
principal,
which
recommenda
tion do you
make to the
Board?

- ☐ Affirm the existing innovation plan
- ☐ Revoke the school's innovation status
- ☐ Remove the school from the innovation zone
- ☒ X Revise the innovation plan

Zone of Innovation
Self-Assessment for Three-Year Review



Zone and Zone Leader:	POWER Zone - Mike Pickering
If you recommend revisions, which policy waivers do you seek to retain?	<p>Below are policies we wish to retain with the correct new policy letter designations and titles.</p> <p>Was IGA - Curriculum Development – Now IG – Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF – Curriculum Review (policy now falls under IG) IGD – Curriculum Adoption (policy now falls under IG) IHA - Basic Instructional Program IJJ – Textbook Selection and Adoption (policy now falls under IJ) C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards</p> <p>POWER Zone believes there is positive academic benefit in maintaining the aforementioned curriculum related waivers. We are making marked progress on the road to effectively embedding the process of curriculum review and design into the regular responsibilities of all teachers across the zone. Due to the fact that we are involving all teachers across all content areas, it is possible to guarantee the knowledge and understanding of our teachers of the Colorado Academic Standards, and by default, the Common Core State Standards. Teachers are now understanding the critical work of attending regularly to the curriculum cycle in lesson planning and curriculum design, which links the curriculum taught to student achievement.</p> <p>At Skyview work has been completed on creating curriculum documents detailing specific skills, pacing, prioritized standards and evidence outcomes, key vocabulary, and essential questions. This work is set to expand further across the zone next school year.</p> <p>The zone believes the calendar waivers within its innovation plan have served their purpose in providing increased autonomy and decision making closer to the schools than ever before. We have seen decreases in the percentage of At-Risk readers over the past three years. We feel our calendar waiver has helped contribute to this growth by allowing our students a week to become familiar with their teachers before they assess with them. Building these relationships are a cornerstone of what POWER Zone is about. Another likely factor is the designation of assessment days that have allowed elementary teachers to schedule assessment appointments with individual students three times per year, rather than using instructional time to assess. By scheduling appointments, assessing is much more manageable and efficient, and instructional time is not wasted.</p>

Zone of Innovation
Self-Assessment for Three-Year Review



Zone and Zone Leader:	POWER Zone - Mike Pickering
If you recommend revisions, which policy waivers do you seek to retain? (continued)	However, we do also understand the challenges an autonomous calendar has presented for certain portions of the district. In order to help decrease these areas of challenge that have been created by an autonomously set calendar we would like to remove the calendar waivers from our plan at this time. In giving up a community approved waiver we adamantly request a deeply collaborative calendar setting process occur for the 2016-17 school year and beyond that includes multiple stakeholders, including the Zone Leader or designee, from each zone. We ask that zone representatives facilitate this process with input from central service departments. We strongly believe there is no one more qualified to determine when children should learn than the educational professionals closest to the students with whom we serve.
If you recommend revisions, which policy waivers do you seek to add?	N/A
Which, if any, of the proposed new waivers require approval from the State Board of Education?	N/A

Please conclude your self-assessment with a direct statement to the board restating your recommendation and requesting the Board's consideration.

POWER Zone requests that its innovation plan be placed on the August 12, 2015 Board of Education meeting agenda as an action item to revise the innovation plan with the recommended adjustments so that POWER Zone can continue with the implementation of the stated innovations.



BOARD OF EDUCATION AGENDA ITEM 7.01b

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Mike Pickering and POWER Zone Principals
TITLE OF AGENDA ITEM:	POWER Zone School Level Innovation Plan Reviews
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The five schools within POWER Zone would like to bring our innovation plans to the BOE for their triennial review process. We are excited for our BOE to review our community created and approved initiatives in the areas of evaluation, curriculum, relational frameworks, and our proposal process. The curriculum portion is the only portion that requires local and state BOE approval at this time.

RATIONALE: POWER Zone Leader will present the zone plan and school plans due to the uniformity between all 6 plans. POWER Zone principals will be available for questions and comments and be able to provide rationale on our initiatives if asked.

RELEVANT DATA AND EXPECTED OUTCOMES: Much hard work and dedication on the parts of all our stakeholders has already produced some initially positive qualitative and quantitative outcomes. However, some of these quantitative effects on student achievement and growth are still being analyzed and will continually be monitored in order to ensure continuous quality improvement is occurring.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Through developing close relationships between our schools and families POWER Zone schools are able to focus on continuous improvement in the most effective manners possible.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Including our community on our performance dashboard work continues to be a prime component in the zone's overall community approved accountability vision.
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	The evaluation, curriculum, and relational framework components that comprise the POWER Plan, and are supported through our schools unified improvement plans and innovation plans, are helping D49 become the best district in Colorado to learn, work, and lead within.
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	The POWER Zone's Innovation Proposal Process has already begun creating distinct and exceptional programming within the zone and across our schools.
Rock #5 — Customize our educational systems to launch each student toward success	POWER Zone believes through targeting the learning that is essential and prioritizing supports in these areas we will create more individualized educational experiences for our students.

FUNDING REQUIRED: Annual Zone Operating Funds

AMOUNT BUDGETED:


RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After review and discussion, I move to approve the Innovation Plans for the POWER Zone schools as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: July 31, 2015

School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Odyssey Elementary Pam Weyer/Sarah McAfee	
Approval date for	Original: May 15, 2012 – Revised to Zone Plan: July 11, 2013	
Which district policies were waived as part of your schools innovation plan?	IC/ICA - Calendar Approval IC/ICA-R - Calendar Approval IGA - Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review IGD - Curriculum Adoption IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption	
Which state policies were waived as part of your schools innovation plan?	C.R.S. 22-32-109(n) - Schedule and Calendar C.R.S. 22-32- 109(II)(A) - Schedule and Calendar C.R.S. 22-32- 109(II)(B) - Schedule and Calendar C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards	
What academic performance targets were identified in the original innovation plan?	Progress within Unified Improvement Plans	

School and Principal:

Odyssey Elementary
Pam Weyer/Sarah McAfee

Elementary Schools

DIBELS: K-5th graders overall have shown improvements over time. For the past three years the percentage of At Risk students has decreased. Current 3rd and 4th graders have shown even greater improvements in At Risk and Low Risk over time.

Power Zone Elementary Schools (% At Risk)

Year	Beginning	End
2012-2013	19% At Risk	14% At Risk
2013-2014	21% At Risk	14% At Risk
2014-2015	19% At Risk	12% At Risk

CURRENT 3rd GRADE AT RISK (- GOOD)

Year	Beginning	End	Change
13-14 (2 nd)	19	14	-5
14-15 (3 rd)	16	10	-6

CURRENT 3rd GRADE LOW RISK (+ GOOD)

Year	Beginning	End	Change
13-14 (2 nd)	72	78	+6
14-15 (3 rd)	75	83	+8

CURRENT 4th GRADE AT RISK (- GOOD)

Year	Beginning	End	Change
12-13 (2 nd)	14	15	+1
13-14 (3 rd)	19	15	-4
14-15 (4 th)	22	8	-14

CURRENT 4th GRADE LOW RISK (+ GOOD)

Year	Beginning	End	Change
12-13 (2 nd)	72	72	0
13-14 (3 rd)	70	79	+9
14-15 (4 th)	68	83	+15

Odyssey Elementary

Overview of TCAP Median Growth Percentile: The goal is to meet or exceed the 50th percentile each year. Schools growing academically at or above the 50th percentile are growing as fast or faster than the state average.

Odyssey Elementary

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	46
	2012-2013	53
	2013-2014	59
Writing	2011-2012	43
	2012-2013	51
	2013-2014	53
Math	2011-2012	49
	2012-2013	53
	2013-2014	53

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?

School and Principal: Odyssey Elementary
Pam Weyer/Sarah McAfee

Elementary Schools

Overview of data: The total percentage of students remaining in the at risk category at OES has decreased the past three years. The decrease has been most marked the past two years.

Odyssey Elementary

DIBELS % High Risk (Decreasing numbers are good)

YEAR	Beginning	Middle		End	
	Percent	Percent	Change	Percent	Change
2012-2013	21%	20%	-1%	16%	-5%
2013-2014	25%	19%	-6%	16%	-9%
2014-2015	22%	18%	-4%	14%	-8%

What other academic performance data might inform the Board's decision?

As the school principal, which recommendation do you make to the Board?

- ☐ Affirm the existing innovation plan
- ☐ Revoke the school's innovation status
- ☐ Remove the school from the innovation zone
- ☒ X Revise the innovation plan

**School of Innovation
Self-Assessment for Three-Year Review**



School and Principal:	Odyssey Elementary Pam Weyer/Sarah McAfee
If you recommend revisions, which policy waivers do you seek to retain?	<p>Below are policies we wish to retain with the correct new policy letter designations and titles.</p> <p>Was IGA - Curriculum Development – Now IG – Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF – Curriculum Review (policy now falls under IG) IGD – Curriculum Adoption (policy now falls under IG) IHA - Basic Instructional Program IJJ – Textbook Selection and Adoption (policy now falls under IJ) C.R.S.. 22-32- 109(t) - Educational Program and Textbooks C.R.S.. 22-32- 109(aa) - Adopt and Implement Content Standards</p> <p>Odyssey believes there is positive academic benefit in maintaining the aforementioned curriculum related waivers. The zone believes the calendar waivers within its innovation plan have served their purpose in providing increased autonomy and decision making closer to the schools than ever before. We have seen decreases in the percentage of At-Risk readers over the past three years. We feel our calendar waiver has helped contribute to this growth by allowing our students a week to become familiar with their teachers before they assess with them. Building these relationships are a cornerstone of what POWER Zone is about. However, we do also understand the challenges an autonomous calendar has presented for certain portions of the district. In order to help decrease these areas of challenge that have been created by an autonomously set calendar we would like to remove the calendar waivers from our plan at this time. In giving up a community approved wavier we adamantly request a deeply collaborative calendar setting process occur for the 2016-17 school year and beyond that includes multiple stakeholders, including the Zone Leader or designee, from each zone. We ask that zone representatives facilitate this process with input from central service departments. We strongly believe there is no one more qualified to determine when children should learn than the educational professionals closest to the students with whom we serve.</p>
If you recommend revisions, which policy waivers do you seek to add?	N/A


School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Odyssey Elementary Pam Weyer/Sarah McAfee
Which, if any, of the proposed new waivers require approval from the State Board of Education?	N/A

Please conclude your self-assessment with a direct statement to the board restating your recommendation and requesting the Board's consideration.

Odyssey Elementary School requests that its innovation plan be placed on the August 12, 2015 Board of Education meeting agenda as an action item to revise the innovation plan with the recommended adjustments so that Odyssey Elementary School can continue with the implementation of the stated innovations.

School and Principal:	Ridgeview Elementary School Theresa Ritz	
Approval date for	Original: May 15, 2012 – Revised to Zone Plan: July 11, 2013	
Which district policies were waived as part of your schools innovation plan?	IC/ICA - Calendar Approval IC/ICA-R - Calendar Approval IGA - Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review IGD - Curriculum Adoption IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption	
Which state policies were waived as part of your schools innovation plan?	C.R.S. 22-32-109(n) - Schedule and Calendar C.R.S. 22-32- 109(II)(A) - Schedule and Calendar C.R.S. 22-32- 109(II)(B) - Schedule and Calendar C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards	
What academic performance targets were identified in the original innovation plan?	Progress within Unified Improvement Plans	



School and Principal:

Ridgeview Elementary School
Theresa Ritz

Zone Elementary Schools

DIBELS: K-5th graders, overall, have shown improvements over time. For the past three years the percentage of At Risk students has decreased. Current 3rd and 4th graders have shown even greater improvements in At Risk and Low Risk over time.

Power Zone Elementary Schools (% At Risk)

Year	Beginning	End
2012-2013	19% At Risk	14% At Risk
2013-2014	21% At Risk	14% At Risk
2014-2015	19% At Risk	12% At Risk

CURRENT 3rd GRADE AT RISK (- GOOD)

Year	Beginning	End	Change
13-14 (2 nd)	19	14	-5
14-15 (3 rd)	16	10	-6

CURRENT 3rd GRADE LOW RISK (+ GOOD)

Year	Beginning	End	Change
13-14 (2 nd)	72	78	+6
14-15 (3 rd)	75	83	+8

CURRENT 4th GRADE AT RISK (- GOOD)

Year	Beginning	End	Change
12-13 (2 nd)	14	15	+1
13-14 (3 rd)	19	15	-4
14-15 (4 th)	22	8	-14

CURRENT 4th GRADE LOW RISK (+ GOOD)

Year	Beginning	End	Change
12-13 (2 nd)	72	72	0
13-14 (3 rd)	70	79	+9
14-15 (4 th)	68	83	+15

Ridgeview Elementary School Data:

Overview of TCAP Median Growth Percentile: The goal is to meet or exceed the 50th percentile each year. Schools growing academically at or above the 50th percentile are growing as fast or faster than the state average.

Ridgeview Elementary

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	50
	2012-2013	53
	2013-2014	46
Writing	2011-2012	51
	2012-2013	51
	2013-2014	35
Math	2011-2012	53
	2012-2013	53
	2013-2014	32

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?



School and Principal:

Ridgeview Elementary School
Theresa Ritz

Ridgeview Elementary School

Overview of data: The total percentage of students remaining in the at risk category at RVES has decreased the past three years. The decrease has been most marked the past two years.

Ridgeview Elementary

DIBELS % High Risk (Decreasing numbers are good)					
YEAR	Beginning	Middle		End	
	Percent	Percent	Change	Percent	Change
2012-2013	19%	16%	-1%	12%	-5%
2013-2014	20%	16%	-4%	13%	-7%
2014-2015	19%	13%	-6%	8%	-11%

What other academic performance data might inform the Board's decision?

Scantron: Data has shown gains in both reading and math over the past three years. An increased focus on reading data analysis and reading intervention, and a continued focus on math, has likely supported these gains.

Ridgeview

Scantron Reading Scores					
YEAR	Beginning	Middle		End	
	Score	Score	Growth	Score	Growth
2011-2012	2496	2603	107	2682	186
2012-2013	2450	2600	150	2676	225
2013-2014	2436	2533	97	2647	211

Scantron Math Scores					
YEAR	Beginning	Middle		End	
	Score	Score	Growth	Score	Growth
2011-2012	2357	2446	89	2515	158
2012-2013	2344	2456	112	2517	173
2013-2014	2280	2362	82	2461	182

School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Ridgeview Elementary School Theresa Ritz
As the school principal, which recommendation do you make to the Board?	<input type="checkbox"/> Affirm the existing innovation plan <input type="checkbox"/> Revoke the school's innovation status <input type="checkbox"/> Remove the school from the innovation zone <input checked="" type="checkbox"/> X Revise the innovation plan
If you recommend revisions, which policy waivers do you seek to retain?	<p>Below are policies we wish to retain with the correct new policy letter designations and titles.</p> <p>Was IGA - Curriculum Development – Now IG – Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF – Curriculum Review (policy now falls under IG) IGD – Curriculum Adoption (policy now falls under IG) IHA - Basic Instructional Program IJJ – Textbook Selection and Adoption (policy now falls under IJ) C.R.S.. 22-32- 109(t) - Educational Program and Textbooks C.R.S.. 22-32- 109(aa) - Adopt and Implement Content Standards</p> <p>Ridgeview believes there is positive academic benefit in maintaining the aforementioned curriculum related waivers. The zone believes the calendar waivers within its innovation plan have served their purpose in providing increased autonomy and decision making closer to the schools than ever before. We have seen decreases in the percentage of At-Risk readers over the past three years. We feel our calendar waiver has helped contribute to this growth by allowing our students a week to become familiar with their teachers before they assess with them. Building these relationships are a cornerstone of what POWER Zone is about. Another likely factor is the designation of assessment days that have allowed elementary teachers to schedule assessment appointments with individual students three times per year, rather than using instructional time to assess. By scheduling appointments, assessing is much more manageable and efficient, and instructional time is not wasted.</p> <p>However, we do also understand the challenges an autonomous calendar has presented for certain portions of the district. In order to help decrease these areas of challenge that have been created by an autonomously set calendar we would like to remove the calendar waivers from our plan at this time. In giving up a community approved waiver we adamantly request a deeply collaborative calendar setting process occur for the 2016-17 school year and beyond that includes multiple stakeholders, including the Zone Leader or designee, from each zone. We ask that zone representatives facilitate this process with input from central service departments. We strongly believe there is no one more qualified to determine when children should learn than the educational professionals closest to the students with whom we serve.</p>

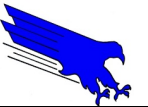
School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Ridgeview Elementary School Theresa Ritz
If you recommend revisions, which policy waivers do you seek to add?	N/A
Which, if any, of the proposed new waivers require approval from the State Board of Education?	N/A

Please conclude your self-assessment with a direct statement to the board restating your recommendation and requesting the Board's consideration.

Ridgeview Elementary School requests that its innovation plan be placed on the August 12, 2015 Board of Education meeting agenda as an action item to revise the innovation plan with the recommended adjustments so that Ridgeview Elementary School can continue with the implementation of the stated innovations.

School and Principal:	Stetson Elementary School – Principal: Jeff Moulton	
Approval date for	Original: May 15, 2012 – Revised to Zone Plan: July 11, 2013	
Which district policies were waived as part of your schools innovation plan?	IC/ICA - Calendar Approval IC/ICA-R - Calendar Approval IGA - Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review IGD - Curriculum Adoption IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption	
Which state policies were waived as part of your schools innovation plan?	C.R.S. 22-32-109(n) - Schedule and Calendar C.R.S. 22-32- 109(II)(A) - Schedule and Calendar C.R.S. 22-32- 109(II)(B) - Schedule and Calendar C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards	
What academic performance targets were identified in the original innovation plan?	Progress within Unified Improvement Plans	

School and Principal:

Stetson Elementary School – Principal: Jeff Moulton

Elementary Schools

DIBELS: K-5th graders overall have shown improvements over time. For the past three years the percentage of At Risk students has decreased. Current 3rd and 4th graders have shown even greater improvements in At Risk and Low Risk over time.

Power Zone Elementary Schools (% At Risk)

Year	Beginning	End
2012-2013	19% At Risk	14% At Risk
2013-2014	21% At Risk	14% At Risk
2014-2015	19% At Risk	12% At Risk

CURRENT 3rd GRADE AT RISK (- GOOD)

Year	Beginning	End	Change
13-14 (2 nd)	19	14	-5
14-15 (3 rd)	16	10	-6

CURRENT 3rd GRADE LOW RISK (+ GOOD)

Year	Beginning	End	Change
13-14 (2 nd)	72	78	+6
14-15 (3 rd)	75	83	+8

CURRENT 4th GRADE AT RISK (- GOOD)

Year	Beginning	End	Change
12-13 (2 nd)	14	15	+1
13-14 (3 rd)	19	15	-4
14-15 (4 th)	22	8	-14

CURRENT 4th GRADE LOW RISK (+ GOOD)

Year	Beginning	End	Change
12-13 (2 nd)	72	72	0
13-14 (3 rd)	70	79	+9
14-15 (4 th)	68	83	+15

Overview of TCAP Median Growth Percentile: The goal is to meet or exceed the 50th percentile each year. Schools growing academically at or above the 50th percentile are growing as fast or faster than the state average.

Stetson Elementary

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	47
	2012-2013	47
	2013-2014	52
Writing	2011-2012	46
	2012-2013	57
	2013-2014	50
Math	2011-2012	51
	2012-2013	40
	2013-2014	54

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?

School and Principal:

Stetson Elementary School – Principal: Jeff Moulton

Overview of data: The total percentage of students remaining in the at risk category at SES has steadily decreased from the beginning of the year to the end of the year for the past three years.

Stetson Elementary

DIBELS % High Risk (Decreasing numbers are good)

YEAR	Beginning	Middle		End	
	Percent	Percent	Change	Percent	Change
2012-2013	18%	16%	-2%	12%	-6%
2013-2014	17%	16%	-1%	11%	-6%
2014-2015	16%	16%	-0%	13%	-5%

Scantron: Data has shown gains in reading over the past three years. An increased focus on reading data analysis and reading intervention has likely supported these gains.

SES

Scantron Reading Scores

YEAR	Beginning	Middle		End	
	Score	Score	Growth	Score	Growth
2011-2012	2514	2626	112	2679	165
2012-2013	2492	2561	69	2641	148
2013-2014	2479	2600	121	2650	171

Scantron Reading at risk

YEAR	Beginning	Middle		End	
	Percent	Percent	Change	Percent	Change
2011-2012	16%	17%	1%	15%	-1%
2012-2013	20%	23%	3%	19%	-1%
2013-2014	23%	17%	-5%	19%	-3%

What other academic performance data might inform the Board's decision?

School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Stetson Elementary School – Principal: Jeff Moulton
As the school principal, which recommendation do you make to the Board?	<input type="checkbox"/> Affirm the existing innovation plan <input type="checkbox"/> Revoke the school’s innovation status <input type="checkbox"/> Remove the school from the innovation zone <input checked="" type="checkbox"/> X Revise the innovation plan
If you recommend revisions, which policy waivers do you seek to retain?	<p>Below are policies we wish to retain with the correct new policy letter designations and titles.</p> <p>Was IGA - Curriculum Development – Now IG – Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF – Curriculum Review (policy now falls under IG) IGD – Curriculum Adoption (policy now falls under IG) IHA - Basic Instructional Program IJJ – Textbook Selection and Adoption (policy now falls under IJ) C.R.S.. 22-32- 109(t) - Educational Program and Textbooks C.R.S.. 22-32- 109(aa) - Adopt and Implement Content Standards</p> <p>Stetson believes there is positive academic benefit in maintaining the aforementioned curriculum related waivers. The zone believes the POWER Zone calendar waivers within its innovation plan have served the students of our zone well. The chance for student to get to know their teacher before the teacher starts assessing them is invaluable. A week to establish good relationships with their teacher increases the student comfort level during assessments and gives a better snapshot of that student’s academic ability. In order to decrease some of the challenges with service providers across the district, I recommend that we remove the calendar waiver from our innovation plan. I would like to see, however, a very collaborative process across all zones and service providers when determining the 2016 - 2017 calendar. I believe that teachers should have a strong voice in creating this calendar, especially when it comes to the timing of academic events such as assessment.</p>
If you recommend revisions, which policy waivers do you seek to add?	N/A

School of Innovation
Self-Assessment for Three-Year Review




School and Principal:	Stetson Elementary School – Principal: Jeff Moulton
Which, if any, of the proposed new waivers require approval from the State Board of Education?	N/A

Please conclude your self-assessment with a direct statement to the board restating your recommendation and requesting the Board's consideration.

Stetson Elementary requests that its innovation plan be placed on the August 12, 2015 Board of Education meeting agenda as an action item to revise the innovation plan with the recommended adjustments so that Stetson Elementary can continue with the implementation of the stated innovations.

School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Skyview Middle School Cathy Tinucci	
Approval date for original	Original: May 15, 2012 – Revised to Zone Plan: July 11, 2013	
Which district policies were waived as part of your schools innovation plan?	IC/ICA - Calendar Approval IC/ICA-R - Calendar Approval IGA - Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review IGD - Curriculum Adoption IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption	
Which state policies were waived as part of your schools innovation plan?	C.R.S. 22-32-109(n) - Schedule and Calendar C.R.S. 22-32- 109(II)(A) - Schedule and Calendar C.R.S. 22-32- 109(II)(B) - Schedule and Calendar C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards	
What academic performance targets were identified in the original innovation plan?	Progress within Unified Improvement Plans	



School and Principal: Skyview Middle School
Cathy Tinucci

Skyview Middle School

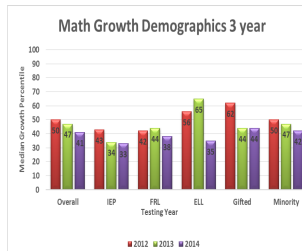
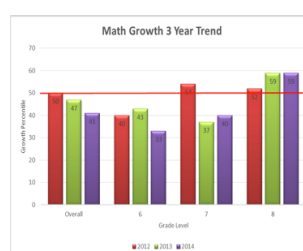
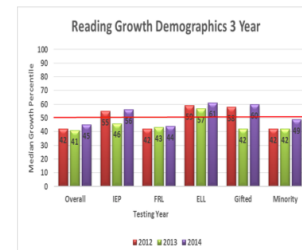
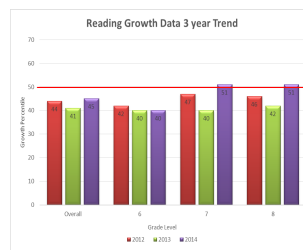
Transitional Colorado Assessment Program: After a drop in 2013 Skyview brought our scores back up for 2014. The areas of reading and writing have seen the most significant gains. Additionally, our greatest percentile gains were in the areas of Growth, making significant growth in ELL and Gifted Reading, All grade level Writing and 8th grade math growth percentiles. The following charts demonstrate both school level SPF indicators and Growth Data for the past 3 years.

Skyview Middle School – TCAP SPF			
Performance Indicators	2012	2013	2014
Academic Achievement	Meets	Meets	Meets
Academic Growth	Meets	Approaching	Meets
Growth Gaps	Approaching	Approaching	Approaching

Skyview Middle School - TCAP SPF			
Growth Gaps	2012	2013	2014
Reading	Approaching	Approaching	Meets
Math	Approaching	Approaching	Approaching
Writing	Approaching	Does Not Meet	Meets
Total	Approaching	Approaching	Approaching

We have noted gains in both reading and writing in overall school growth, in IEP, FRL, ELL, Gifted and Minority. We rely on the growth gains of our students, which will eventually impact achievement gains as the growth continues. We know that we have to make significant efforts to impact our math scores across the board. We have already transitioned to a text that is based on the Common Core State Standards and have invested in intervention software to close the achievement gap with our At-Risk math students.

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?





School and Principal: Skyview Middle School
 Cathy Tinucci

Scantron Average Scale Score Gain:

For all grade levels and in both Reading and Math, there has been a positive gain in the average Scale Scores for the last 3 years. Our students performed as expected given Scantron's growth prediction calculations.

What other academic performance data might inform the Board's decision?

2012-2013 Reading			
Grade	BOY SS	EOY SS	Growth
6	2795	2820	25
7	2857	2908	51
8	2952	2984	32

2012-2013 Math			
Grade	BOY SS	EOY SS	Growth
6	2577	2657	80
7	2673	2712	39
8	2761	2818	57

2013-2014 Reading			
Grade	BOY SS	EOY SS	Growth
6	2761	2848	87
7	2834	2921	87
8	2941	2987	46

2013-2014 Math			
Grade	BOY SS	EOY SS	Growth
6	2590	2623	33
7	2691	2707	16
8	2763	2789	26

2014-2015 Reading			
Grade	BOY SS	EOY SS	Growth
6	2792	2836	44
7	2840	2897	57
8	2957	2983	26

2014-2015 Math			
Grade	BOY SS	EOY SS	Growth
6	2566	2666	100
7	2621	2673	52
8	2730	2755	25

As the school principal, which recommendation do you make to the Board?

- ☐ Affirm the existing innovation plan
- ☐ Revoke the school's innovation status
- ☐ Remove the school from the innovation zone
- ☒ X Revise the innovation plan



School and Principal:	Skyview Middle School Cathy Tinucci
If you recommend revisions, which policy waivers do you seek to retain?	<p>Below are policies we wish to retain with the correct new policy letter designations and titles.</p> <p>Was IGA - Curriculum Development – Now IG – Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review (policy now falls under IG) IGD - Curriculum Adoption (policy now falls under IG) IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption (policy now falls under IJ) C.R.S.. 22-32- 109(t) - Educational Program and Textbooks C.R.S.. 22-32- 109(aa) - Adopt and Implement Content Standards</p> <p><u>Curriculum alignment to the CAS and CCSS:</u></p> <ul style="list-style-type: none"> • Rational for maintaining policy waiver: We have effectively imbedded the process of curriculum review and design into the regular responsibilities of all teachers. Due to the fact that we involved all teachers across all content areas, it is possible to guarantee the knowledge and understanding of our teachers of the Colorado Academic Standards, and by default, the Common Core State Standards. This is an important element in driving the curriculum that is taught to our students and their performance on state level assessments. Teachers are now understanding the critical work of attending regularly to the curriculum cycle in lesson planning and curriculum design, which links the curriculum taught to student achievement. • Work has been completed on creating Curriculum documents detailing specific skills, pacing, prioritized Standards and Evidence Outcomes, key vocabulary, and Essential Questions. We will continue to work on common assessment building, unit design and materials/resource documentation for the 2015-2016 school year. Documents have been created for all content areas (both Core and Elective) with the exception of English Language Development (ELD) and Special Education, which will be addressed with a more centralized district effort. • The zone believes the calendar waivers within its innovation plan have served their purpose in providing increased autonomy and decision making closer to the schools than ever before. However, we do also understand the challenges an autonomous calendar has presented for certain portions of the district. In order to help decrease these areas of challenge that have been created by an autonomously set calendar we would like to remove the calendar waivers from our plan at this time. In giving up a community approved waiver we adamantly request a deeply collaborative calendar setting process occur for the 2016-17 school year and beyond that includes multiple stakeholders, including the Zone Leader or designee, from each zone. We ask that zone representatives facilitate this process with input from central service departments. We strongly believe there is no one more qualified to determine when children should learn than the educational professionals closest to the students with whom we serve.


School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Skyview Middle School Cathy Tinucci
If you recommend revisions, which policy waivers do you seek to add?	N/A
Which, if any, of the proposed new waivers require approval from the State Board of Education?	N/A

Please conclude your self-assessment with a direct statement to the board restating your recommendation and requesting the Board's consideration.

Skyview Middle School requests that its innovation plan be placed on the August 12, 2015 Board of Education meeting agenda as an action item to revise the innovation plan with the recommended adjustments so that Skyview Middle School can continue with the implementation of the stated innovations.

School and Principal:	Vista Ridge High School Bruce Grose	
Approval date for	Original: May 15, 2012 – Revised to Zone Plan: July 11, 2013	
Which district policies were waived as part of your schools innovation plan?	IC/ICA - Calendar Approval IC/ICA-R - Calendar Approval IGA - Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF - Curriculum Review IGD - Curriculum Adoption IHA - Basic Instructional Program IJJ - Textbook Selection and Adoption	
Which state policies were waived as part of your schools innovation plan?	C.R.S. 22-32-109(n) - Schedule and Calendar C.R.S. 22-32- 109(II)(A) - Schedule and Calendar C.R.S. 22-32- 109(II)(B) - Schedule and Calendar C.R.S. 22-32- 109(t) - Educational Program and Textbooks C.R.S. 22-32- 109(aa) - Adopt and Implement Content Standards	
What academic performance targets were identified in the original innovation plan?	Progress within Unified Improvement Plans	

School and Principal:

Vista Ridge High School
Bruce Grose



Vista Ridge High School

Transitional Colorado Assessment Program: Vista Ridge High School has shown a significant turnaround over the last 3 years on SPF Performance Indicators.

Vista Ridge High School – TCAP SPF			
Performance Indicators	2012	2013	2014
Academic Achievement	Approaching	Approaching	Meets
Academic Growth	Approaching	Approaching	Meets
Growth Gaps	Does Not Meet	Approaching	Approaching
Post Secondary and Workforce Readiness	Meets	Meets	Meets

Vista Ridge High School – TCAP SPF			
Growth Gaps	2012	2013	2014
Reading	Approaching	Meets	Meets
Math	Does Not Meet	Does Not Meet	Approaching
Writing	Does Not Meet	Approaching	Meets
Total	Does Not Meet	Approaching	Approaching

Overview of TCAP Median Growth Percentile: The goal is to meet or exceed the 50th percentile each year. Schools growing academically at or above the 50th percentile are growing as fast or faster than the state average.

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?

Vista Ridge High School

Subject	Year	TCAP Median Growth Percentile
Reading	2011-2012	42
	2012-2013	51
	2013-2014	48
Writing	2011-2012	32
	2012-2013	43
	2013-2014	45
Math	2011-2012	40
	2012-2013	32
	2013-2014	41

School and Principal:

Vista Ridge High School
Bruce Grose



Vista Ridge High School

Plan/Aspire: VRHS is shifting to using Plan/ASPIRE and ACT to monitor growth in students' academics. The Plan/ASPIRE test is an indicator of the score a student will achieve on the ACT. Thus, monitoring growth from the 10th grade Plan/ASPIRE score to the 11th grade ACT score is an indicator of whether or not progress is being made to meet the school's innovation plan.

Point Change from Plan (2013) to ACT (2014)

Point Change	# of Students
+8	1
+7	2
+6	4
+5	7
+4	18
+3	35
+2	28
+1	37
0	28
-1	21
-2	6
-3	5

To what degree is the school achieving or making adequate progress toward achieving the academic performance results identified in the school's innovation plan?

Ave. ACT Score	Ave. Plan Score	Avg. Growth
19.39	17.81	1.58

Advanced Placement: Advanced Placement (AP) scores of 2 or higher show that a student is prepared to meet the rigors of a college course.

Advanced Placement English Score	Eng Lang Comp	Eng Lit Comp	Total Exams	% of Total Exams
5	1		1	0.8
4	4	2	6	4.7
3	26	15	41	31.8
2	43	18	61	47.3
1	16	4	20	15.5
Total	90	39	129	100.0

School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Vista Ridge High School Bruce Grose
What other academic performance data might inform the Board's decision?	<input type="checkbox"/> Affirm the existing innovation plan <input type="checkbox"/> Revoke the school's innovation status <input type="checkbox"/> Remove the school from the innovation zone <input checked="" type="checkbox"/> X Revise the innovation plan
As the school principal, which recommendation do you make to the Board?	<p>Below are policies we wish to retain with the correct new policy letter designations and titles.</p> <p>Was IGA - Curriculum Development – Now IG – Curriculum Development IJ - Instructional Resources and Materials Selection and Adoption IGF – Curriculum Review (policy now falls under IG) IGD – Curriculum Adoption (policy now falls under IG) IHA - Basic Instructional Program IJJ – Textbook Selection and Adoption (policy now falls under IJ) C.R.S.. 22-32- 109(t) - Educational Program and Textbooks C.R.S.. 22-32- 109(aa) - Adopt and Implement Content Standards</p> <p>Vista Ridge believes there is positive academic benefit in maintaining the aforementioned curriculum related waivers. The zone believes the calendar waivers within its innovation plan have served their purpose in providing increased autonomy and decision making closer to the schools than ever before. We have seen decreases in the percentage of At-Risk readers over the past three years. We feel our calendar waiver has helped contribute to this growth by allowing our students a week to become familiar with their teachers before they assess with them. Building these relationships are a cornerstone of what POWER Zone is about. However, we do also understand the challenges an autonomous calendar has presented for certain portions of the district. In order to help decrease these areas of challenge that have been created by an autonomously set calendar we would like to remove the calendar waivers from our plan at this time. In giving up a community approved wavier we adamantly request a deeply collaborative calendar setting process occur for the 2016-17 school year and beyond that includes multiple stakeholders, including the Zone Leader or designee, from each zone. We ask that zone representatives facilitate this process with input from central service departments. We strongly believe there is no one more qualified to determine when children should learn than the educational professionals closest to the students with whom we serve.</p>

School of Innovation
Self-Assessment for Three-Year Review



School and Principal:	Vista Ridge High School Bruce Grose
If you recommend revisions, which policy waivers do you seek to retain?	N/A
If you recommend revisions, which policy waivers do you seek to add?	N/A
Which, if any, of the proposed new waivers require approval from the State Board of Education?	N/A

Please conclude your self-assessment with a direct statement to the board restating your recommendation and requesting the Board's consideration.

POWER Zone requests that its innovation plan be placed on the August 12, 2015 Board of Education meeting agenda as an action item to revise the innovation plan with the recommended adjustments so that POWER Zone can continue with the implementation of the stated innovations.



BOARD OF EDUCATION AGENDA ITEM 7.01c

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Brad Miller
TITLE OF AGENDA ITEM:	Approval of Resolutions for Revised Innovation Plans
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The POWER Zone, Odyssey Elementary School, Ridgeview Elementary School, Stetson Elementary School, Skyview Middle School and Vista Ridge High School adopted innovation plans upon the conclusion of the 2011/12 school year. These plans contained waivers from District policies and State Statutes. The schools now have reached the conclusion of the Board's initial three-year approval of the innovation plans. This action item is to review the REVISED plans and to determine whether to approve them and to send them to the State Board of Education for approval.

RATIONALE: D49 is committed to ensuring that educational decision-making is conducted as closely as possible to the classroom. Innovation status is a tool to assist in this process.

RELEVANT DATA AND EXPECTED OUTCOMES: School personnel, parents and students will continue to have ownership of the educational process in these schools. This will produce greater academic 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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	Revised and refined innovation plans will promote distinct culture and exceptional student achievement.
Rock #5 — Customize our educational systems to launch each student toward success	Revised innovation plans further customize the academic approach of these schools.

FUNDING REQUIRED: None

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the resolution for the POWER Zone, the Odyssey Elementary School, the Ridgeview Elementary School, the Stetson Elementary School, the Skyview Middle School and the Vista Ridge High School revised innovation plans.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: August 5, 2015

GENERAL RESOLUTION
FOR THE PURPOSE OF
APPROVING REVISED INNOVATION PLANS
AS SET FORTH IN C.R.S. 22-32.5-101, ET. SEQ.

WHEREAS, The Board of Education of Falcon School District 49 (“the District”) wishes to encourage innovation and the pursuit of innovation status as permitted under Colorado law; and

WHEREAS, the District, more particularly, desires that school innovation plans be continuously reviewed, updated and improved;

NOW THEREFORE, BE IT RESOLVED that the District hereby approves the proposed REVISED Innovation Plans for the POWER Zone, for Odyssey Elementary School, For Ridgeview Elementary School, for Stetson Elementary School, for Skyview Middle School and for Vista Ridge High School, and certifies this approval to the commissioner of education, and

BE IT FURTHER RESOLVED, that the District hereby authorizes its Chief Education Officer or his/her designee on behalf of the District to deliver the REVISED Plans to the State Board of Education for any and all necessary waiver and operational approvals.

ADOPTED AND APPROVED this 13th day of August 2015.

Tammy Harold
Board of Education, President

(SEAL)

ATTEST:

Marie LaVere-Wright
Board of Education, Secretary



BOARD OF EDUCATION AGENDA ITEM 7.02

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Brad Miller
TITLE OF AGENDA ITEM:	Approval of Resolutions for Revised Innovation Plans
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Falcon Middle School, Evans International Elementary School and Horizon Middle School adopted innovation plans upon the conclusion of the 2011/12 school year. These plans contained waivers from District policies and State Statutes. The schools now have reached the conclusion of the Board's initial three-year approval of the innovation plans. The Board approved these plans at an earlier Board meeting. This action item is to determine whether to send the REVISED plans to the State Board of Education for approval.

RATIONALE: D49 is committed to ensuring that educational decision-making is conducted as closely as possible to the classroom. Innovation status is a tool to assist in this process.

RELEVANT DATA AND EXPECTED OUTCOMES: School personnel, parents and students will continue to have ownership of the educational process in these schools. This will produce greater academic 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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	Revised and refined innovation plans will promote distinct culture and exceptional student achievement.
Rock #5 — Customize our educational systems to launch each student toward success	Revised innovation plans further customize the academic approach of these schools.

FUNDING REQUIRED: None

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the resolution for the Horizon Middle School, the Evans International Elementary School and the Falcon Middle School revised innovation plans.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: August 5, 2015

GENERAL RESOLUTION
FOR THE PURPOSE OF
APPROVING REVISED INNOVATION PLANS
AS SET FORTH IN C.R.S. 22-32.5-101, ET. SEQ.

WHEREAS, The Board of Education of Falcon School District 49 (“the District”) wishes to encourage innovation and the pursuit of innovation status as permitted under Colorado law; and

WHEREAS, the District, more particularly, desires that school innovation plans be continuously reviewed, updated and improved;

NOW THEREFORE, BE IT RESOLVED that the District hereby approves the proposed REVISED Innovation Plans for Falcon Middle School, for Evans International Elementary School and for Horizon Middle School, and certifies this approval to the commissioner of education, and

BE IT FURTHER RESOLVED, that the District hereby authorizes its Chief Education Officer or his/her designee on behalf of the District to deliver the REVISED Plans to the State Board of Education for any and all necessary waiver and operational approvals.

ADOPTED AND APPROVED this 13th day of August 2015.

Tammy Harold
Board of Education, President

(SEAL)

ATTEST:

Marie LaVere-Wright
Board of Education, Secretary



BOARD OF EDUCATION AGENDA ITEM 7.03

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Brett Ridgway, Chief Business Officer
TITLE OF AGENDA ITEM:	Resolution Regarding Bond Refinancing
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Falcon School District's Long Term Liabilities related to Bond and Certificate of Participation principal as of December 15, 2014 totaled \$95,420,000. The components of that total include Bond Issues Outstanding for \$20,525,000 and Certificates of Participation totaling \$77,520,000. For clarity and simplicity, these two forms of debt instruments are often considered as one and the same, although they are technically quite different.

RATIONALE: Opportunities for refinance are dependent on the maturity schedule – i.e. when certain portions of the bond/CoP principal are to be repaid, and the rate environment in the bond market. Falcon's Business Office, along with Bond Underwriting advisor, Stifel Nicolaus & Company, monitor these variables to watch for a potential opportunity to refinance. Both groups believe that an opportunity now exists and are recommending Falcon School District pursue a refinance of bonds to both take advantage of the current rate environment and to maximize the potential benefit from accumulated reserves in the Bond Redemption Fund.

RELEVANT DATA AND EXPECTED OUTCOMES: The proposed refinance will shorten the term of repayment for the bonds by two years and will contribute a net –present value savings of over \$1.1mm.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<i>Explaining and having clarity on assessing taxes to our constituents by making wise decisions on their behalf.</i>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<i>Enabling the opportunities asked for and provided by constituents with the passage of Item 3A in November 2014 to support initiatives to become the best district to learn, work and lead.</i>
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	<i>Enabling the opportunities asked for and provided by constituents with the passage of Item 3A in November 2014 to support initiatives to expand programs and launch each student toward success.</i>

FUNDING REQUIRED: N/A

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the resolution authorizing the issuance by Falcon School District No. 49, Of its general obligation refunding bonds, series 2015, in the aggregate principal amount not to exceed \$5,475,000, providing for the levy of ad valorem taxes for the payment of such bonds; providing the form of such bonds and other details with respect to such bonds and the payment thereof; approving other documents relating to such bonds and the payment thereof; approving other documents relating to such bonds; allowing for the President of the Board, the District's Chief Education Officer or the Chief Business Officer to execute the sale certificate.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 6, 2015

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE FALCON SCHOOL DISTRICT NO. 49, EL PASO COUNTY, COLORADO, TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, A CONTINUING DISCLOSURE UNDERTAKING, AN OFFICIAL STATEMENT, AND RELATED DOCUMENTS; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF FALCON SCHOOL DISTRICT NO. 49, IN THE COUNTY OF EL PASO AND THE STATE OF COLORADO:

Section 1. Definitions. The terms defined in this section shall have the designated meanings for all purposes of this Resolution and of any amendatory or supplemental Resolution, except where the context by clear implication requires otherwise. Other terms are parenthetically defined elsewhere in this Resolution.

A. Beneficial Owner means any Person for which a Participant acquires an interest in the Bonds or Registered Coupons.

B. Board means the Board of Education of Falcon School District No. 49, El Paso County, Colorado.

C. Bond Fund means the special account in the District's Bond Redemption Fund created by this Resolution and held pursuant to the Custodial Agreement.

D. Bond Redemption Fund means that fund held by the Custodian pursuant to the Custodial Agreement for the payment of the principal of and interest on all of the District's outstanding general obligation indebtedness.

E. Bond Resolution or Resolution means this Resolution of the District which provides for the issuance and delivery of the Bonds and Registered Coupons.

F. Bonds means the Falcon School District No. 49, El Paso County, Colorado, Taxable General Obligation Refunding Bonds, Series 2015, in the aggregate principal amount approved by any of the President, the Chief Education Officer, or the Chief Financial Officer as set forth in the Sale Certificate, issued pursuant to this Resolution.

G. Business Day means a day on which banks located in the city in which the Principal Office of the Paying Agent is located are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

H. Chief Education Officer means the Chief Education Officer of the District.

- I. Chief Financial Officer means the Chief Business Officer of the District.
- J. Code means the Internal Revenue Code of 1986, as amended, as in effect on the date of delivery of the Bonds.
- K. Continuing Disclosure Certificate means the Continuing Disclosure Certificate executed by the District on the date of delivery of the Bonds.
- L. County means El Paso County, Colorado.
- M. C.R.S. means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.
- N. Custodial Agreement means the Custodial Agreement between the District and the Custodian, as the same may be amended and supplemented from time to time.
- O. Custodian means The Bank of New York Mellon Trust Company, N.A., as custodian under the Custodial Agreement.
- P. Depository means any securities depository as the District may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds and Registered Coupons.
- Q. District means Falcon School District No. 49, El Paso County, Colorado.
- R. DTC means The Depository Trust Company, New York, New York, and its successors and assigns.
- S. Escrow Account means the account created and maintained under the Escrow Agreement for payment of the Refunded Bond Requirements.
- T. Escrow Agreement means the Escrow Agreement between the District and the Escrow Bank concerning the Refunded Bonds.
- U. Escrow Bank means Zions First National Bank, Denver, Colorado, acting as escrow agent pursuant to the Escrow Agreement, or any successor.
- V. Federal Securities means only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in any of the foregoing) and that are not callable prior to their scheduled maturities by the issuer thereof (or an ownership interest in any of the foregoing).
- W. Letter of Representations means the blanket issuer letter of representations from the District to DTC to induce DTC to accept the Bonds and Registered Coupons as eligible for deposit at DTC.

X. Official Statement means the final Official Statement in substantially the form of the Preliminary Official Statement.

Y. Outstanding means, as of any date of calculation, all Bonds or Registered Coupons executed, issued and delivered by the District except:

(1) Bonds or Registered Coupons cancelled by the District, Paying Agent, or Registrar or surrendered to the District or Registrar for cancellation;

(2) Bonds or Registered Coupons in lieu of, or in substitution for which, other Bonds or Registered Coupons shall have been executed, issued, and delivered by the District and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds or Registered Coupons are duly held by the lawful Registered Owners thereof; or

(3) Bonds or Registered Coupons deemed to have been paid within the meaning of Section 17 hereof.

Z. Owner or Registered Owner means any Person who is the registered owner of any Bond or Registered Coupon as shown on the registration books kept by the Registrar.

AA. Participant or Participants means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds or Registered Coupons.

BB. Paying Agent means Zions First National Bank, Denver, Colorado, or its successors or assigns, acting as the paying agent for the Bonds and Registered Coupons, or its successors or assigns.

CC. Person means any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, or other entity.

DD. Preliminary Official Statement means the Preliminary Official Statement with respect to the Bonds and Registered Coupons.

EE. President means the President of the Board, or in his or her absence, the Vice President of the Board.

FF. Principal Office means the principal office of the Registrar or Paying Agent, as the case may be, as designated in writing by the District. The Principal Office of Zions

First National Bank, Denver, Colorado is currently 1001 Seventeenth Street, Suite 1050, Denver, Colorado.

GG. Prior Bonds means any of the District's outstanding general obligation bonds, as set forth in the Sale Certificate.

HH. Purchase Contract means the Bond Purchase Agreement between the District and the Underwriter.

II. Record Date means the close of business on the fifteenth day of the calendar month (whether or not a Business Day) next preceding such interest payment date.

JJ. Redemption Date means the first date or dates on which the Refunded Bonds may be called for redemption as specified in the Sale Certificate.

KK. Refunded Bond Requirements means the payment of (i) the interest due on the Refunded Bonds, both accrued and not accrued, as the same become due on and after the date of delivery of the Bonds and on and before maturity or prior redemption on the Redemption Date; (ii) principal of the Refunded Bonds upon maturity or prior redemption on the Redemption Date; and (iii) any prior redemption premium as specified in the Sale Certificate.

LL. Refunded Bonds means any of the Prior Bonds that the District has determined to refund with the proceeds of the Bonds as designated in the Sale Certificate.

MM. Refunding Act means Title 22, Article 43, C.R.S.

NN. Refunding Project means (i) the payment of the Refunded Bond Requirements; and (ii) the payment of the costs of issuing the Bonds.

OO. Registered Coupon or Registered Coupons means, if so provided in the Sale Certificate, a coupon designated "Supplemental "B" Interest Registered Coupon" that is in fully registered form evidencing supplemental interest on the Bond or Bonds to which it is related and that, at the time of initial delivery of the Bonds to the Underwriter shall accompany such Bond or Bonds so delivered. If the Sale Certificate does not provide for the issuance of Registered Coupons, then all references to Registered Coupons herein shall have no effect.

PP. Registrar Agreement means the Registrar and Paying Agent Agreement between the District and the Registrar.

QQ. Registrar means Zions First National Bank, Denver, Colorado, or its successors and assigns, acting as registrar for the Bonds.

RR. Sale Certificate means a certificate executed by any of the President, the Chief Education Officer, or the Chief Financial Officer dated on or before the date of delivery of the Bonds and Registered Coupons, setting forth (i) the principal amounts and maturity dates of the Prior Bonds to be refunded by the Bonds; (ii) the Redemption Date or Dates of the Refunded Bonds; (iii) the rates of interest on the Bonds, including the rates of interest evidenced by the Registered Coupons, if any; (iv) the existence and amount of any capitalized interest or reserve fund with respect to the Bonds; (v) the price at which the Bonds will be sold; (vi) whether the Bonds will be subject to prior redemption, and if so, the conditions on which and the prices at which the Bonds may be called for prior redemption; (vii) the aggregate principal amount of the Bonds and denominations of the Bonds; (viii) the amount of principal of the Bonds maturing on each date; (ix) the dates on which principal and interest will be paid and the first interest payment date; (x) whether the Bonds will bear interest evidenced by Registered Coupons; (xi) whether the Bonds shall be secured by a municipal bond insurance policy; and (xii) any other finding or determination authorized under the Supplemental Act, all subject to the parameters and restrictions contained in this Resolution.

SS. Secretary means the Secretary of the Board, or in his or her absence, the Assistant Secretary of the Board.

TT. Special Record Date means a special date fixed by the Registrar to determine the names and addresses of Registered Owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest.

UU. State means the State of Colorado.

VV. Supplemental Act means the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

WW. Term Bonds means Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

XX. Underwriter means Stifel, Nicolaus & Company, Incorporated, Denver, Colorado.

Section 2. Recitals.

A. The District is a public corporation duly organized and existing under the Constitution and laws of the State.

B. The District is authorized under Section 11-57-205 of the Supplemental Act to delegate to any member of the issuing authority, chief executive officer, or chief financial officer of the public entity the authority to sign a contract for the purchase of the securities or to accept a binding bid for the securities, such delegation to be effective for one year after adoption of the act of issuance.

C. The District has heretofore issued the Prior Bonds.

D. The District desires to delegate to the President, the Chief Education Officer, or the Chief Financial Officer the independent ability to authorize the issuance the Bonds of the District for the purpose of refunding any Prior Bonds subject to the parameters set forth in this Resolution.

E. The District desires to refund, pay and discharge the maturities and amounts of the Prior Bonds as may be designated in the Sale Certificate, as may be advantageous to the District subject to the parameters set forth in Section 5 below.

F. The District is not delinquent in the payment of any of the principal or interest on the Prior Bonds.

G. Pursuant to Section 22-43-103 of the Refunding Act, general obligation refunding bonds may be issued without an election if the net effective interest rate and net interest cost of the refunding bonds are less than the net effective interest rate and the net interest cost of the bonds to be refunded.

H. Pursuant to Section 22-43-103 of the Refunding Act, if two or more issues are being refunded by the issuance of a single issue of refunding bonds, the net effective interest rate, and the net interest cost are to be computed as if all of the bonds to be refunded had originally been combined as a single issue.

I. Pursuant to Section 22-43-102(5) of the Refunding Act, the taxable property upon which tax levies are being made for payment of the Refunded Bonds is identical to the taxable property on which such tax levies will be made for the Bonds.

J. Pursuant to Article X, Section 20(4) of the State Constitution, the Bonds may be issued without an election if they are issued at a lower interest rate than the Refunded Bonds.

K. Pursuant to Section 22-43-103 of the Refunding Act, the Board has found and determined, and does hereby find and determine, that, provided the Bonds are sold within the

parameters and restrictions contained in Section 5 of this Resolution, the net effective interest rate on the Bonds will be less than the combined net effective interest rate of the Refunded Bonds and the net interest cost on the Bonds will be less than the combined net interest cost of the Refunded Bonds.

L. Pursuant to Section 22-43-105 of the Refunding Act, the original principal amount of the Bonds may not exceed the outstanding principal amount of the bonds to be refunded.

M. The Board has determined, and does hereby determine, that so long as the Bonds are issued within the parameters set forth in Section 5 hereof, the limitations of the Refunding Act imposed upon the issuance of the Bonds will have been met prior to the issuance of the Bonds for refunding purposes, and that the Refunding Project, as may hereafter be approved by the President, Chief Education Officer, or Chief Financial Officer, serves a valid and governmental purpose and is necessary, expedient and in the best interests of the District and its taxpayers.

N. The creation of any indebtedness issued pursuant to the parameters set forth in Section 5 hereof will not cause the District to exceed the maximum general obligation indebtedness authorized by State law.

O. The Board has determined, and does hereby determine, that it is necessary and for the best interest of the District that the Bonds be authorized to be issued and delivered, and the Board hereby determines to use the proceeds of the Bonds authorized by this Resolution to effect the Refunding Project.

P. Section 22-45-103(1)(b), C.R.S. requires that any school district with outstanding bonded indebtedness shall select at least one commercial bank or depository trust company to act as third party custodian to administer the school district's bond redemption fund, which custodian shall be responsible for making payments of principal and interest on a school district's outstanding bonded indebtedness as provided by law.

Q. The District has selected the Custodian to act as such third party custodian, and the Custodian is willing to act as Custodian to hold and invest the Bond Redemption Fund as provided herein and make payments of principal and interest on the District's outstanding bonded indebtedness as provided by law.

R. There is on file in the District office the proposed forms of the following documents, which such changes as hereinafter approved by the President, Chief Education Officer, or Chief Financial Officer: (i) the Purchase Contract; (ii) the Registrar Agreement; (iii) the Escrow Agreement; (iv) the Continuing Disclosure Certificate; and (v) the Preliminary Official Statement.

Section 3. Ratification. All action not inconsistent with the provisions of this Resolution heretofore taken by the Board and the officers of the District directed toward effecting the Refunding Project and the sale and issuance of the Bonds and Registered Coupons for such purposes be, and the same is hereby ratified, approved and confirmed.

Section 4. Authorization and Delegation.

A. In accordance with the Constitution and laws of the State and the provisions of this Resolution, and for the purpose of defraying the cost of the Refunding Project, the District hereby authorizes to be issued its Falcon School District No. 49, El Paso County, Colorado, Taxable General Obligation Refunding Bonds, Series 2015, in the aggregate principal amount provided in the Sale Certificate, subject to the parameters and restrictions contained in this Resolution.

B. Section 11-57-204 of the Supplemental Act provides that a public entity, including the District, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the provisions of the Supplemental Act to the Bonds.

C. Section 11-57-205 of the Supplemental Act provides that a public entity may delegate to any member of the issuing authority, chief executive officer, or chief financial officer of the public entity the authority to sign a contract for the purchase of the securities or to accept a binding bid for the securities, such delegation to be effective for one year after adoption of the act of issuance. The Board hereby delegates and authorizes any of the President, the Chief Education Officer, or the Chief Financial Officer the authority to determine whether it is in the best interest of the District to issue general obligation bonds for refunding purposes for one year following the date of adoption of this Resolution, to independently execute and deliver the Sale Certificate and Purchase Contract with respect to the Bonds, and to make and approve the final determinations contained therein for the Bonds, subject to the parameters and restrictions of this Resolution. Any of the President, the Chief Education Officer, or the Chief Financial Officer is

hereby authorized to determine if obtaining municipal bond insurance with respect to the Bonds is in the best interest of the District, and if so, to select a bond insurer to issue a municipal bond insurance policy, execute a commitment relating to the same, and execute any related documents or agreements required by such commitment. Should the District determine to not obtain municipal bond insurance for the Bonds, any reference herein to a bond insurance policy, bond insurer, or policy costs are of no force and effect.

Section 5. Bond Details.

A. The Bonds

1. The Bonds shall be issued in fully registered form (i.e., registered as to payment of both principal and interest) initially registered in the name of Cede & Co. as nominee for DTC, as Depository for the Bonds. The Bonds shall be dated as of their date of delivery, and shall be issued in denominations of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond may be issued for more than one maturity and interest rate).

2. The Bonds shall mature, bear “A” interest, and may bear supplemental “B” interest if so provided in the Sale Certificate (computed on the basis of a 360-day year of twelve 30-day months) payable to the Registered Owners thereof from their date to maturity or prior redemption, be subject to redemption, and be sold, all as provided in the Sale Certificate; provided that:

- (i) the Bonds shall mature no later than December 31, 2021;
- (ii) the aggregate principal amount of the Bonds shall not exceed the aggregate principal amount of the Refunded Bonds;
- (iii) the Bonds shall (a) not be subject to redemption prior to maturity at the option of the District, or, (b) subject to optional redemption at such time or times as permitted by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 101%;
- (iv) the net effective interest rate on the Bonds (including both “A” and “B” interest if applicable) and the net interest cost of the Bonds (including both “A” and “B” interest if applicable) shall not exceed the net effective interest rate and net interest cost of the bonds to be refunded;

(v) the purchase price of the Bonds shall not be less than 98% of the original principal amount of such Bonds;

(vi) the issuance of the Bonds shall not cause the District to exceed its statutory debt limitations at the time of issuance; and

(vii) there shall be a net present value of savings.

Interest on the Bonds shall be payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

3. The Bonds shall be numbered consecutively as determined by the Registrar.

4. The principal of and premium, if any, on any Bond, or the interest represented by the Registered Coupons, shall be payable to the Registered Owner thereof as shown on the registration books kept by the Registrar, upon maturity or prior redemption of the Bonds, or upon the due date of the Registered Coupons, and upon presentation and surrender at the Principal Office. If any Bond shall not be paid upon such presentation and surrender at maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. To the extent "B" interest represented by any Registered Coupon is not paid when due, such "B" interest shall compound at the yield on such Registered Coupon as set forth in the Sale Certificate until paid.

Payment of interest (excluding interest represented by the Registered Coupons) on any Bond shall be made to the Registered Owner thereof by check, draft, or wire, sent by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to the Registered Owner thereof at his or her address as it last appears on the registration books kept by the Registrar on the Record Date; but, any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof on the Record Date and shall be payable to the Person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners of the Bonds not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the

Registrar's registration books on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

The Paying Agent may make payments of interest on any Bond (excluding interest represented by Registered Coupons) by such alternative means as may be mutually agreed to between the Registered Owner of such Bond and the Paying Agent (provided, however, that the Custodian shall not be required to make funds available to the Paying Agent prior to the dates specified in the Registrar Agreement). All such payments shall be made in lawful money of the United States of America, without deduction for services of the Registrar or Paying Agent.

5. The District hereby directs the Paying Agent to comply with the provisions of Section 22-41-110, C.R.S., in order to assure that the principal of and interest on the Bonds issued pursuant to this Resolution are paid when due. In the event the District determines that it will not, or in the event the District does not have sufficient funds on hand to make a principal or interest payment on the Bonds, the District hereby agrees to notify the State Treasurer and the Paying Agent.

B. Registered Coupons. At the time of initial delivery of the Bonds to the Underwriter, if so provided in the Sale Certificate, such bonds may be accompanied by Registered Coupons evidencing additional interest on all or any portion of the Bonds. The Registered Coupons shall be in fully registered form (i.e., registered as to payment of the supplemental interest) provided that no Registered Coupon shall be issued for more than one due date. The Registered Coupons shall be dated as of the date of delivery of the Bonds. The Registered Coupons shall be numbered in such manner as the Registrar shall determine. Each Registered Coupon shall entitle the Registered Owner thereof to receive payment of a portion of the interest payable with respect to the Bonds as described herein. The Registered Coupons may be owned, transferred, and presented for payment separately from the Bonds. References in this Resolution to the Bonds shall be deemed to include the Registered Coupons where the context so requires. Except as specifically provided herein or in the Registered Coupons, no provision of this Resolution relating to the Bonds shall be deemed to affect the rights of the owners of Registered Coupons to receive payments as provided herein.

Section 6. Prior Redemption.

A. The Bonds, if any, are subject to redemption prior to maturity at the option of the District as provided in the Sale Certificate.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts, and at the prices set forth in the Sale Certificate. On or before the thirtieth day prior to each sinking fund payment date, the Registrar will proceed to call the Term Bonds (or any Term Bond or Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the District.

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the District may (i) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired; or (ii) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the District on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The District will, on or before the sixtieth day next preceding each sinking fund redemption date, furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (i) and (ii) of this paragraph are to be availed with respect to such sinking fund payment. Failure of the District to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this Section.

C. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

D. Notice of any prior redemption shall be given by the Paying Agent in the name of the District by sending a copy of such notice by first-class, postage prepaid mail, not

more than 60 days and not less than 30 days prior to the redemption date to the Underwriter and to each Registered Owner of any Bond all or a portion of which is called for redemption at his or her address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds.

All official notices of redemption shall be dated and shall state:

- (1) CUSIP numbers of Bonds to be redeemed;
- (2) the redemption date;
- (3) the redemption price;
- (4) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;
- (5) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

Prior to any redemption date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal.

All Bonds that have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Paying Agent in order to comply with the requirements of any Depository holding the Bonds but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Notwithstanding the provisions of this section, any notice of optional redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 7. Execution and Authentication. The Bonds shall be executed in the name of and on behalf of the District and signed by the manual or facsimile signature of the President, sealed with a manual or facsimile impression of the seal of the District and attested by the manual or facsimile signature of the Secretary. The Registered Coupons, if any, accompanying such Bonds shall be executed in the name of and on behalf of the District by the manual or facsimile signature of the President, sealed with the manual or facsimile impression of the seal of the District, and attested by the manual or facsimile signature of the Secretary. The Bonds and Registered Coupons bearing the manual or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the District (subject to the requirement of authentication by the Registrar as hereinafter provided) notwithstanding that before the delivery of the Bonds or Registered Coupons, or before the issuance of the Bonds or Registered Coupons upon transfer or exchange, any or all of the Persons whose facsimile signatures appear on the Bonds or Registered Coupons shall have ceased to fill their respective offices. The President and Secretary may, by the execution of a signature certificate pertaining to the Bonds or Registered Coupons, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds or Registered Coupons. At the time of the execution of the signature certificate, the President and Secretary may each adopt

as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds or Registered Coupons.

No Bond or Registered Coupon shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or representative of the Registrar, but it shall not be necessary that the same officer or representative sign the certificate of authentication on all of the Bonds or Registered Coupons issued hereunder. By authenticating any of the Bonds or Registered Coupons initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to the provisions of this Resolution.

Section 8. Registration, Transfer and Exchange of Bonds.

A. Subject to Section 9 hereof, books for the registration and transfer of the Bonds and Registered Coupons shall be kept by the Registrar. Upon the surrender for transfer of any Bond or Registered Coupon at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, or a new Registered Coupon of a like aggregate payment amount and of the same due date, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Principal Office for an equal aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations. Registered Coupons may be exchanged at the Principal Office for an equal aggregate payment amount of Registered Coupons as provided in Section 5 hereof and of the same due date. The Registrar shall authenticate and deliver a Bond or Bonds or Registered Coupon or Registered Coupons that the Registered Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with exchanges or transfers of Bonds or Registered Coupons, which charges (as well as any tax or other governmental charge required to be paid with respect to such transfer) shall be paid by the Owner of any Bond or Registered Coupon requesting such exchange or transfer.

B. The Registrar shall not be required (i) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period beginning at the opening of business 15 days next preceding the mailing of notice calling any Bonds for prior redemption as herein provided; or (ii) to transfer or exchange all or a portion of a Bond after the mailing of notice calling such Bond or portion thereof for prior redemption, except for the unredeemed portion of Bonds being redeemed in part.

C. The Person in whose name any Bond or Registered Coupon shall be registered, on the registration books kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest to the Owners of the Bonds or Registered Coupons as is provided in Section 5 hereof; and payment of or on account of either principal or interest as the case may be, on any Bond or Registered Coupon shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond or Registered Coupon in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond or Registered Coupon to the extent of the sum or sums so paid.

D. If any Bond or Registered Coupon shall be lost, stolen, destroyed, or mutilated, the Registrar shall, upon receipt of such evidence, information, or indemnity relating thereto as it may reasonably require, authenticate, and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, or replacement Registered Coupon or Registered Coupons of a like aggregate payment amount and of the same due date, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond or Registered Coupon shall have matured or is about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond or Registered Coupon in lieu of replacement.

E. The officers of the District are authorized to deliver to the Registrar fully executed but unauthenticated Bonds and Registered Coupons in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

F. Whenever any Bond or Registered Coupon shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as

provided herein, such Bond or Registered Coupon shall be promptly cancelled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the District.

Section 9. Book Entry.

A. Notwithstanding any contrary provision of this Resolution, the Bonds initially shall be evidenced by one Bond for each maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of such maturity and interest rate, and the Registered Coupons initially shall be evidenced by one Registered Coupon for each payment date for which a Registered Coupon becomes due. Such initially delivered Bonds and Registered Coupons shall be registered in the name of “Cede & Co.” as nominee for DTC, the Depository for the Bonds and Registered Coupons. The Bonds and Registered Coupons may not thereafter be transferred or exchanged except:

(1) to any successor of DTC or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of DTC or a successor or new Depository under clause (1) or this clause (2) of this subsection A, or a determination by the Board that DTC or such successor or a new Depository is no longer able to carry out its functions, and the designation by the Board of another Depository acceptable to the Board and to the Depository then holding the Bonds and Registered Coupons, which new Depository must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor new Depository; or

(3) upon the resignation of DTC or a successor or new Depository under clause (1) above or the designation of a new Depository pursuant to clause (2) above, or a determination of the Board that DTC or such successor or Depository is no longer able to carry out its functions, and the failure by the Board, after reasonable investigation, to locate another Depository under clause (2) to carry out such Depository functions.

B. In the case of a transfer to a successor of DTC or its nominee as referred to in clause (1) or (2) of subsection A. hereof, upon receipt of the Outstanding Bonds or Registered

Coupons by the Registrar together with written instructions for transfer satisfactory to the Registrar, a new Bond for such maturity and interest rate of the Bonds then Outstanding and a new Registered Coupon for each payment date of the Registered Coupon then Outstanding shall be issued to such successor or new Depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection A. hereof and the failure after reasonable investigation to locate another qualified Depository for the Bonds and Registered Coupons as provided in clause (3) of subsection A. hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof and Registered Coupons shall be issued in authorized denominations, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds or Registered Coupons within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Board and the Registrar shall be entitled to treat the Registered Owner of any Bond or Registered Coupon as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Board and the Registrar shall have no responsibility for transmitting payments or notices to the Beneficial Owners of the Bonds and Registered Coupons held by DTC or any successor or new Depository named pursuant to subsection A. hereof.

D. The Board and the Registrar shall endeavor to cooperate with DTC or any successor or new Depository named pursuant to clause (1) or (2) of subsection A. hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the Depository on the date they are due.

E. Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the District to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Registrar prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 10. Uniform Commercial Code. The holder or holders of the Bonds and Registered Coupons shall possess all rights enjoyed by the holders of investment securities under the provisions of the Uniform Commercial Code – Investment Securities. The Bonds and Registered Coupons shall constitute the general obligations of the District and the full faith and credit of the District shall be, and hereby is, pledged to the payment thereof.

Section 11. Form of Bonds, Certificates and Registration Panel. The Bonds, the Registered Coupons, the Registrar's certificate of authentication, the form of assignment, and the prepayment panel shall be in substantially the following forms:

(Form of Bond)

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF EL PASO**

**FALCON SCHOOL DISTRICT NO. 49
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2015**

No. R-[] \$[]

INTEREST RATE	MATURITY DATE	DATED AS OF	CUSIP
[]% per annum	December 1, 20__	[], 201_	[]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [] DOLLARS

On the faith, credit, and behalf of Falcon School District No. 49, El Paso County, Colorado (the "District"), the Board of Education of the District (the "Board") hereby acknowledges the District indebtedness and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption), interest thereon payable on June 1 and December 1 in each year commencing on [], at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This Bond bears interest (computed on the basis of a 360-day year of twelve 30-day months) payable to the Registered Owner at the Interest Rate specified above from the most recent interest payment date

to which interest has been paid or provided for, or, if no interest has been paid, from the date of this Bond.

This Bond is one of an authorized series of Bonds issued pursuant to a resolution of the Board adopted on August 13, 2015 (the “Bond Resolution”). This Bond bears interest, matures, is payable, is subject to redemption, and is transferable as provided in the Bond Resolution and the Sale Certificate executed by any of the President, the Chief Education Officer, or the Chief Financial Officer prior to the delivery of the Bonds. To the extent not defined herein, terms used herein are used as defined in the Bond Resolution.

[INSERT REDEMPTION PROVISION]

[At the time of delivery of the Bonds, there shall also be delivered to the Underwriter Registered Coupons evidencing additional interest on all or any portion of the Bonds. Each Registered Coupon shall entitle the Registered Owner thereof to receive payment of a portion of interest payable with respect to the Bonds, as more fully described in the Bond Resolution.]

Reference is made to the Bond Resolution and to all resolutions supplemental thereto, with respect to the nature and extent of the security for the Bonds, rights, duties, and obligations of the District, the rights of the owners of the Bonds, the rights, duties, and obligations of the Paying Agent and Registrar, the circumstances under which any Bond is no longer Outstanding, the ability to amend the Bond Resolution, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

The Bonds of the series of which this is one are issued by the District, upon its behalf and upon the credit thereof, for the purpose of defraying in part the costs of the Refunding Project, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado, Title 22, Article 43, Colorado Revised Statutes, and pursuant to the Bond Resolution of the Board duly adopted and made a law of the District prior to the issuance of this Bond. The Bonds are also issued pursuant to Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”). Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

It is hereby certified, recited and warranted that all of the requirements of law have been complied with by the proper officers of the District in the issuance of this Bond; that

the total indebtedness of the District, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of Colorado; and that provision has been made for the levy and collection of annual taxes sufficient to pay the interest on and the principal of this Bond when the same become due.

The full faith and credit of the District are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Board of Education of Falcon School District No. 49, El Paso County, Colorado, has caused this Bond to be signed and executed on behalf of the District by the manual or facsimile signature of its President and to be subscribed and attested with the manual or facsimile signature of its Secretary and with a manual or facsimile impression of the seal of the District affixed hereto, as of the date specified above.

(Manual or Facsimile Signature)

President, Board of Education
Falcon School District No. 49
El Paso County, Colorado

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)

Secretary, Board of Education
Falcon School District No. 49
El Paso County, Colorado

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication)

Date of authentication and registration: _____

This is one of the Bonds described in the within-mentioned Bond Resolution, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

Zions First National Bank,
as Registrar

By _____

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature

Signature Guaranteed:

Signature must be guaranteed by a member
of a Medallion Signature Program

Address of Transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

(Form of Prepayment Panel)

The following installments of principal (or portion thereof) of this bond have been prepaid in accordance with the terms of the Bond Resolution authorizing the issuance of this bond.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of the Depository</u>

(End of Form of Prepayment Panel)

(Form of Registered Coupon)

Unless this coupon is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any coupon issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF EL PASO**

**FALCON SCHOOL DISTRICT NO. 49
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2015**

SUPPLEMENTAL "B" INTEREST REGISTERED COUPON

REGISTERED COUPON NO.: _____

RELATED PRINCIPAL AMOUNT OF BONDS: _____

"B" INTEREST RATE: _____

INTEREST PAYABLE: _____

INTEREST PAYMENT DATE: _____

INTEREST START DATE: _____

REGISTERED OWNER: CEDE & CO.

CUSIP NO.: _____

On the Interest Payment Date specified above, Falcon School District No. 49, El Paso County, Colorado (the "District"), hereby promises to pay to the Registered Owner specified above, or registered assigns, in lawful money of the United States of America, the Interest Payable shown above, being partial interest on the Related Principal Amount of Bonds referred to above at the "B" Interest Rate per annum identified above for the period from the Interest Start Date specified above to the Interest Payment Date specified above. Such payment

will be made to the Registered Owner hereof upon presentation and surrender of this Supplemental “B” Interest Registered Coupon at the Principal Office of the Paying Agent, all in accordance with the resolution authorizing the issuance of the Bonds and Registered Coupons adopted by the Board of Education of the District on August 13, 2015 (the “Bond Resolution”), and the provisions of the Bond Resolution are hereby incorporated herein by reference.

This Supplemental “B” Interest Registered Coupon is issued by the District, upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the costs of the Refunding Project (as defined in the Bond Resolution), all under the authority of and in full conformity with the Constitution and laws of the State of Colorado and pursuant to the Bond Resolution duly adopted and made a law of the District prior to the issuance of this Supplemental “B” Interest Registered Coupon. This Supplemental “B” Interest Registered Coupon is also issued pursuant to Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”). Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Supplemental “B” Interest Registered Coupon after its delivery for value.

This Supplemental “B” Interest Registered Coupon may be transferred, exchanged, and reissued at the Principal Office of the Registrar.

This Supplemental “B” Interest Registered Coupon shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Board of Education of Falcon School District No. 49, El Paso County, Colorado, has caused this Supplemental “B” Interest Registered Coupon to be signed and executed on behalf of the District by the manual or facsimile signature of its President and to be subscribed and attested with the manual or facsimile signature of its Secretary, with a manual or facsimile impression of the seal of the District affixed hereto, as of the date specified above.

(Manual or Facsimile Signature)

President, Board of Education
Falcon School District No. 49
El Paso County, Colorado

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)

Secretary, Board of Education
Falcon School District No. 49
El Paso County, Colorado

(End of Form of Registered Coupon)

(Form of Registrar's Certificate of Authentication
for Supplemental "B" Interest Registered Coupon)

Date of authentication and registration:

This is one of the Supplemental "B" Interest Registered Coupons described in the within-mentioned Bond Resolution, and this Supplemental "B" Interest Registered Coupon has been duly registered on the registration books kept by the undersigned, as Registrar, for such Supplemental "B" Interest Registered Coupons.

Zions First National Bank,
as Registrar

By _____

(End of Form of Registrar's Certificate of Authentication
for Supplemental "B" Interest Registered Coupon)

(Form of Assignment for Supplemental "B" Interest Registered Coupon)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Supplemental "B" Interest Registered Coupon and does hereby irrevocably constitute and appoint _____ attorney, to transfer the within Supplemental "B" Interest Registered Coupon on the books kept for registration of the within Supplemental "B" Interest Registered Coupon, with full power of substitution in the premises.

Signature

Dated: _____

Signature Guaranteed:

Signature must be guaranteed by a member
of a Medallion Signature Program

Address of Transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Supplemental "B" Interest Registered Coupon in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment for Supplemental "B" Interest Registered Coupon)

Section 12. Delivery of Bonds. When Bonds and Registered Coupons have been duly executed and authenticated, they will be delivered to the Underwriter on receipt of the agreed purchase price. The Registrar shall initially register the Bonds and Registered Coupons in the name of “Cede & Co.,” as nominee of DTC. The funds realized from the sale of the Bonds and Registered Coupons shall be applied solely to defray the costs of the Refunding Project and for no other purposes whatsoever. The Underwriter shall in no manner be responsible for the application or disposal by the District, or any of its officers, of any of the funds derived from the sale of the Bonds and Registered Coupons.

Section 13. Disposition of Bond Proceeds. The net proceeds of the Bonds and Registered Coupons shall be applied in the following manner:

A. An amount shall be credited to a special account hereby created, to be held by the Escrow Bank and designated as the Falcon School District No. 49, El Paso County, Colorado, Taxable General Obligation Refunding Bonds, Series 2015, Escrow Account (the “Escrow Account”), which amount, together with other District funds available for such purpose, will be sufficient to establish any initial cash balance remaining uninvested and to buy Federal Securities to effect the Refunding Project.

B. The remainder of the proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds.

Section 14. Payment of Principal and Interest -- Tax Levy.

A. The interest and principal, if any, falling due on the Bonds prior to the time when sufficient proceeds of a levy therefor are available shall be paid out of the general revenues of the District or other moneys available therefor. For the purpose of reimbursing any such general revenues so used for principal and interest and to meet the principal and interest payments accruing thereafter, as the same shall become due, there shall be levied by the Board of County Commissioners for the County, on all taxable property in the District, in addition to all other taxes, direct annual taxes unlimited as to rate and in an amount sufficient to pay principal and interest on the Bonds when due, promptly as the same respectively become due. The taxes when collected shall be deposited into a separate account for the Bonds to be known as the Falcon School District No. 49, El Paso County, Colorado, Taxable General Obligation Refunding Bonds, Series 2015, Bond Fund for the Bonds (the “Bond Fund”) hereby created and held by the Custodian pursuant to the Custodial Agreement, to be applied solely for the purpose

of the payment of interest and principal on the Bonds, and for no other purpose whatever, until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied, and discharged; the District may apply any other funds that may be in the treasury of the District and available for that purpose to the payment of interest or principal as the same respectively become due, and to that extent the levy or levies herein provided for may thereupon be diminished. The levies may also be diminished to the extent that funds are not needed as a result of prior redemption in accordance with the terms of this Resolution.

Said direct annual taxes levied to pay said principal and interest shall be in addition to any and all other taxes levied to effect the purposes of the County or the District. No statutory or constitutional provision enacted after the issuance of the Bonds and Registered Coupons shall in any manner be construed as limiting or impairing the obligation of the District to levy ad valorem taxes on property within the District, without limitation of rate and in an amount sufficient to pay the principal of and interest on the Bonds when due. Any changes in the boundaries of the District subsequent to the delivery of the Bonds shall be effected in such a manner as to fully preserve and protect the rights of the Owners of the Bonds and Registered Coupons.

It shall be the duty of the Board annually at the time and in the manner provided by law for levying other taxes, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions hereof with reference to the levy and collection of taxes; and the Board shall require the officers of the District to levy, extend and collect such taxes on property within the District, in the manner provided by law for the purpose of creating a fund for the payment of the principal of the Bonds and the interest accruing thereon. Such taxes, when collected, shall be kept for and applied only to the payment of the interest and principal of the Bonds as hereinbefore specified.

B. The foregoing provisions of this Resolution and the Sale Certificate are hereby declared to be the certificate of the Board to the Board of County Commissioners of the County, showing the aggregate amount of taxes to be levied by the Board of County Commissioners from time to time, as required by law, for the purpose of paying the principal of the bonded indebtedness and the interest thereon as the same shall hereafter accrue.

Section 15. Covenants with Registered Owners.

A. The District also covenants for the benefit of each Owner that it will annually prepare or cause to be prepared a budget and an audit report, will annually file or cause to be filed with the appropriate State agency a copy of the adopted budget, the appropriation resolution, and the audit report, all in accordance with State law.

B. The District covenants that it will not take any action or fail to take any action which action or failure to act would release any property which is included within the boundaries of the District at any time from liability for the payment of direct annual taxes levied by the District for the payment of the principal or interest on the Bonds.

C. The District covenants for the benefit of the Owners, including Beneficial Owners, that it will comply with the Continuing Disclosure Certificate that will be executed by District officers in connection with the delivery of the Bonds issued pursuant to this Resolution and Registered Coupons. Any Owner, or, so long as the Bonds or Registered Coupons are registered in the name of the Depository, any Beneficial Owner, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligation under this subsection; provided that the District shall incur no pecuniary liability for failure to comply with this subsection.

D. The District covenants that it will comply with the provisions of the Custodial Agreement.

Section 16. Investment of Funds. Any proceeds of the Bonds or moneys in any fund or account, other than an Escrow Account, may be deposited, invested or reinvested in any manner permitted by law. Such deposits or investments shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund in question.

Section 17. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), then this Resolution and all rights granted hereunder shall thereupon cease, terminate, and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall, prior to the maturity or redemption date thereof, be deemed to have been provided for within the meaning and with the effect expressed

in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the District shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 6 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 6 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next 60 days, the District shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 6 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and interest due on said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest due on said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this

Resolution, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The District is obligated to contribute additional securities or monies to the escrow or trust if necessary to provide sufficient amounts to satisfy the payment obligations on the Bonds.

The release of the obligations of the District under this section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges, and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this section with respect to all Bonds Outstanding, this Resolution may be discharged in accordance with the provisions of this section but the liability of the District in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 18. Escrow Account; Use of Proceeds. There is hereby established an Escrow Account in connection with the Bonds, which shall be established and maintained with the Escrow Bank. A portion of the proceeds of the Bonds and Registered Coupons and other available District moneys, if any, shall be deposited by the District in such Escrow Account.

The Escrow Bank is hereby authorized and directed to use moneys credited to the Escrow Account to provide for the payment of the acquired obligations to be held in the Escrow Account and to fund the Escrow Account with the necessary beginning cash, if any, as required in accordance with the escrow sufficiency computations verified by a certified public accountant.

Section 19. Maintenance of Escrow Account. Any Escrow Account shall be maintained in an amount, at the time of those initial deposits therein and at all times subsequent at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Federal Securities to pay the Refunded Bond Requirements of the Refunded Bonds.

Section 20. Use of Escrow Account. Moneys shall be withdrawn by the Escrow Bank from the Escrow Account in sufficient amounts and at such times to permit the

payment without default of the Refunded Bond Requirements. Any moneys remaining in the Escrow Account after provision shall have been made for the payment or redemption in full of the Refunded Bonds shall be applied to any lawful purpose of the District as the Board may hereafter determine.

Section 21. Direction to Take Authorizing Action. The President, Secretary, and the officers of the District be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution including without limiting the generality of the foregoing: the original or additional printing of the Bonds and Registered Coupons in such quantities as may be convenient, the procuring of bond insurance with respect to the Bonds, qualification of the Bonds and Registered Coupons for registration with a securities depository, the execution of such certificates as may reasonably be required by the Underwriter, including without limitation certificates relating to the execution of the Bonds and Registered Coupons, the preparation of the report to the State Department of Education required by Section 22-43-108, C.R.S. (said report to be filed within the time established by statute), the tenure and identity of the District officials, the assessed valuation and indebtedness of the District, the rate of taxes levied against taxable property within the District, the delivery of the Bonds and Registered Coupons, the expectations of the District with respect to the investment of the proceeds of the Bonds and Registered Coupons, the receipt of the purchase price and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, the absence and existence of factors affecting the exclusion of interest on the Bonds (including original issue discount on the Registered Coupons) from gross income for federal income tax purposes, and the District's undertaking to provide continuing financial and other disclosure in accordance with the Continuing Disclosure Certificate.

Section 22. Approvals, Authorizations, and Amendments. The forms of the Registrar Agreement, the Purchase Contract, the Escrow Agreement, and the Continuing Disclosure Certificate are hereby approved. The District shall enter into and perform its obligations under the Registrar Agreement, the Purchase Contract, the Escrow Agreement, and the Continuing Disclosure Certificate in the forms of each of such documents as on file with the District, with only such changes therein as are not inconsistent herewith. The President is hereby authorized and directed to execute the Registrar Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate. The Secretary is hereby authorized to attest and to affix the

seal of the District, as necessary, to the Resolution, the Registrar Agreement, and the Escrow Agreement, and the President and Secretary are further authorized to execute, attest, seal, and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds and Registered Coupons. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution. Copies of all of the documents shall be delivered, filed, and recorded as provided therein.

Any of the President, the Chief Education Officer, or the Chief Financial Officer has the authority to accept any proposal of the Underwriter to purchase the Bonds and Registered Coupons and to execute the Purchase Contract and the Sale Certificate in connection therewith, as well as the authority to make determinations in relation to the Bonds and Registered Coupons contained in the Sale Certificate subject to the parameters and restrictions contained in Section 5 of this Resolution. Further the President, the Chief Education Officer or the Chief Financial Officer are hereby independently authorized to execute and deliver a commitment for the issuance of a municipal bond insurance policy by a bond insurer on the Bonds and Registered Coupons, if any, and enter into any related documents or agreements subject to the Supplemental Act to secure the payment of principal of and interest on the Bonds and Registered Coupons.

The proper officers of the District are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the District relating to the Bonds and Registered Coupons and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate officers of the District herein authorized shall be conclusive evidence of the approval by the District of such instrument in accordance with the terms hereof.

Section 23. Successor Registrar or Paying Agent. The Registrar or Paying Agent may resign at any time on 30 days' prior written notice to the District. The District may

remove said Registrar or Paying Agent upon 30 days' prior written notice to the Registrar and/or Paying Agent, as the case may be. No resignation or removal of the Registrar or Paying Agent shall take effect until a successor has been appointed; provided, that if no successor is appointed by the end of 90 days, the Paying Agent or Registrar may petition a court of competent jurisdiction to appoint a successor. If the Registrar or Paying Agent initially appointed shall resign, or if the District shall remove said Registrar or Paying Agent, the District may, upon notice mailed to each Registered Owner of any Bond and Registered Coupon, at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareowners' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$10,000,000 or shall be an officer of the District. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the District shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Any company or national banking association into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Registrar or Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 24. Official Statement. The distribution and use of the Preliminary Official Statement, with such changes as are hereafter approved by the President or the Chief Financial Officer, is in all respects hereby ratified, approved, and confirmed. The Underwriter is authorized to prepare or cause to be prepared, and the President is authorized and directed to approve, on behalf of the District, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the President shall be conclusively deemed to evidence the approval of the form and contents thereof by the District.

Section 25. Contract with Bondholders.

A. After any of the Bonds and Registered Coupons have been issued, this Resolution shall constitute a contract between the District and the Registered Owners of the

Bonds and Registered Coupons and shall be and remain irrevocable until the Bonds and the interest thereon, including interest represented by the Registered Coupons, shall have been fully paid, satisfied, and discharged.

B. The District may, without the consent of or notice to the Owners of Bonds, adopt one or more resolutions supplemental hereto, which supplemental resolutions shall thereafter form a part hereof, for any one or more of the following purposes:

(1) To cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this Resolution, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Resolution, or to make any provisions for any other purpose if, in each case, such provisions are necessary or desirable and do not adversely affect the interests of the Registered Owners;

(2) To pledge additional revenues, properties, or collateral as security for the Bonds and Registered Coupons;

(3) To grant or confer upon the Registrar for the benefit of the Registered Owners any additional rights, remedies, powers, or authorities that may lawfully be granted to or conferred upon the Registered Owners; or

(4) To qualify this Resolution under the Trust Indenture Act of 1939.

C. Except for amendatory or supplemental resolutions adopted pursuant to subsection B. hereof, the Registered Owners of not less than two-thirds (2/3) in aggregate principal amount of the Bonds then Outstanding and the Registered Owners of not less than two-thirds (2/3) in aggregate payment amount of the Registered Coupons then Outstanding shall have the right, from time to time, to consent to and approve the adoption by the District of such resolutions amendatory or supplemental hereto as shall be deemed necessary or desirable by the District for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided however, that without the consent of the Owners of all the Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

(1) a change in the terms of the maturity of any Bond and the payment date of any Registered Coupon; a change in the principal amount of any Bond or the rate of interest thereon, or the payment amount of any Registered Coupon; a change in the rate of "A"

interest on any Bond or the rate of “B” interest represented by any Registered Coupon; a change in the dates of payment of principal and interest (including interest represented by Registered Coupons), or in the terms of prior redemption of any Bond;

(2) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds or interest represented by the Registered Coupons when due;

(3) a privilege or priority of any Bond or Registered Coupon payment over any other Bond or Registered Coupon payment; or

(4) a reduction in the percentage in principal amount of the Bonds or percentage in payment amount of the Registered Coupons the consent of whose Owners is required for any such amendatory or supplemental resolution.

If, at any time, the District shall desire to adopt an amendatory or supplemental resolution for any of the purposes of this subsection C, the District shall cause notice of the proposed adoption of such amendatory or supplemental resolution to be given by mailing such notice by certified or registered first-class mail to the Underwriter and to each Owner at the address shown on the registration books of the Registrar, at least 30 days prior to the proposed date of adoption of any such amendatory or supplemental resolution. Such notice shall briefly set forth the nature of the proposed amendatory or supplemental resolution and shall state that copies thereof are on file at the offices of the District or some other suitable location for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the District following the giving of such notice, the Owners of not less than the required percentage in aggregate principal amount of the Bonds and aggregate payment amount of Registered Coupons then Outstanding at the time of the execution of any such amendatory or supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption and effectiveness thereof, or to enjoin or restrain the District from adopting the same or from taking any action pursuant to the provisions thereof.

Section 26. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds and Registered Coupons as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this

Resolution. The revenues pledged for the payment of the Bonds and Registered Coupons, as received by or otherwise credited to the District, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and Registered Coupons and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the District, except for any general obligation indebtedness of the District currently outstanding or hereafter issued. The lien of such pledge shall be valid, binding, and enforceable as against all Persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such Persons have notice of such liens.

Section 27. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District, acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest, or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and Registered Coupons and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bond and Registered Coupons specifically waives any such recourse.

Section 28. Bond Insurer as Owner. So long as the issuer of a municipal bond insurance policy, if any, is not then in default under such bond insurance policy, the bond insurer shall be deemed to be the Owner of all Bonds and Registered Coupons insured by it for purposes of exercising remedies, waiving defaults, or granting consents pursuant to this Bond Resolution.

Section 29. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds and Registered Coupons shall contain a recital that they are issued pursuant to the provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 30. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the District in connection with the authorization or issuance of the Bonds and

Registered Coupons, including but not limited to the adoption of this Resolution, shall be commenced more than 30 days after the authorization of the Bonds.

Section 31. Registration with Clerk and Recorder. Pursuant to Section 22-42-121, C.R.S., and as directed by Section 22-43-106 of the Refunding Act, the Bonds, after their execution but before their delivery, shall first be registered (on a collective, not an individual, basis) by the Clerk and Recorder in and for El Paso County, being the County in which the headquarters of the District is located. Such recording is to be in the book kept for that purpose and to consist of a notation of the name of the District and the amount, date of issuance and maturity, and rate of interest of the Bonds. A certified copy of this Resolution, constituting a request and order, duly made and entered of record, shall be furnished to the Clerk and Recorder and thereupon it shall be his or her duty to make such registration. There is hereby appropriated out of any funds of the District available for that purpose the amount of the Clerk and Recorder's registration fee which fee shall be paid to the Clerk and Recorder of El Paso County.

Section 32. Severability. If any section, subsection, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 33. Repealer. All acts, orders, and resolutions and parts thereof, in conflict with this Resolution be, and the same hereby are, rescinded and repealed.

Section 34. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, shall be a legal holiday or a day on which banking institutions in the city in which is located the Principal Office of the Registrar and Paying Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest shall accrue for the period after such nominal date.

Section 35. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED, ADOPTED, AND APPROVED this August 13, 2015.

FALCON SCHOOL DISTRICT NO. 49,
EL PASO COUNTY, COLORADO

President, Board of Education

(SEAL)

Attest:

Secretary, Board of Education

STATE OF COLORADO)
)
COUNTY OF EL PASO)SS.
)
FALCON SCHOOL DISTRICT NO. 49)

I, Marie LaVere-Wright, the duly qualified and acting Secretary of Falcon School District No. 49 (the “District”), in the County of El Paso and State of Colorado, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) introduced at a regular meeting of the Board of Education of the District (the “Board”) on August 13, 2015.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of August 13, 2015, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Tammy Harold, President				
David Moore, Vice President				
Marie LaVere-Wright, Secretary				
Kevin Butcher, Treasurer				
Charles Irons, Director				

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

5. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on August 13, 2015, which notice was posted at least 24 hours before such meeting as provided by law.

6. There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said District, this August 13, 2015.

Secretary

(SEAL)

EXHIBIT A



10850 East Woodmen Road • Peyton, CO 80831
Tel: 719.495.1100 • Fax: 719.494.8900

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 August 13, 2015 6:30 p.m. Education Service Center – Board Room

Fantastic 49 - 6:00 p.m.

- GOAL Academy-LaRaza National Affiliate
- Nightingale 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 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 Minutes of Regular Board of Education Meeting 7/9/2015 and Special Board of Education Meeting 7/16/15

5.00 Board Update

5.01 Chief Officer Update

6.00 Open Forum (3 minute time limit for each speaker)

7.00 Action Items

7.01 Action on Innovation Plans

a. POWER Zone

b. POWER Zone Schools

c. Resolution

7.02 Approval of Resolutions for Revised Innovation Plans

7.03 Action on Bond Refinance Proposal

7.04 Action on New and Reclassified Job Descriptions

a. Central Enrollment Supervisor

- b. Lead Campus Security Officer
- 7.05 Action on Policy Revisions
 - a. ILBC Literacy and Reading Comprehension Assessments
 - b. IKA Grading/Assessment Systems
- 7.06 Approval of Supplemental Budget for Fund 16
- 7.07 Appoint Board Representative to Attend CASB Delegate Assembly
- 7.08 Approval of Intergovernmental Agreement between District 49 and El Paso County Clerk and Recorder for the November 2015 Election
- 7.09 Items Removed from Consent Agenda

8.00 Information Items

- 8.01 Expulsion/Suspension Information
- 8.02 Process Improvement Update

9.00 Discussions Items

- 9.01 Schoology Update (15 minutes)
- 9.02 New Job Description, Instructional Technology Analyst (5 minutes)
- 9.03 Performance Excellence Report (10 minutes)
- 9.04 49 Pathways Update (10 minutes)
- 9.05 Resolutions for CASB (10 minutes)

10.00 Other Business

11.00 Adjournment

DATE OF POSTING: August 6, 2015

Donna Richer
Executive Assistant to the Board of Education

26905210 v2

FALCON SCHOOL DISTRICT NO. 49
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Falcon School District No. 49, El Paso County, Colorado (the “District” or the “Issuer”) in connection with the issuance of its Taxable General Obligation Refunding Bonds, Series 2015 in the aggregate principal amount of [\$_____], dated as of September 24, 2015 (the “Bonds”). The Bonds are being issued pursuant to a bond resolution adopted by the Board of Education of the District on August 13, 2015 (the “Bond Resolution”). The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean, initially, the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Material Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

a. The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer’s fiscal year of each year, commencing nine (9) months following the end of the Issuer’s fiscal year ending June 30, 2015, provide to the MSRB (in an

electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

b. If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached as Exhibit "A."

c. The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB;

(2) if the Dissemination Agent is other than the Issuer, send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the entities to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

b. An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Material Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds:

a. Principal and interest payment delinquencies;

- b. Non-payment related defaults, if material;
- c. Unscheduled draws on debt service reserves reflecting financial difficulties;
- d. Unscheduled draws on credit enhancements reflecting financial difficulties;
- e. Substitution of credit or liquidity providers or their failure to perform;
- f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- g. Modifications to rights of bondholders, if material;
- h. Bond calls, if material, and tender offers;
- i. Defeasances;
- j. Release, substitution, or sale of property securing repayment of the Bonds, if material;
- k. Rating changes;
- l. Bankruptcy, insolvency, receivership, or similar event of the obligated person;¹
- m. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed, and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption, or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively, or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: September 24, 2015.

FALCON SCHOOL DISTRICT NO. 49
EL PASO COUNTY, COLORADO

By: _____
President, Board of Education

EXHIBIT “A”

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Falcon School District No. 49, El Paso County, Colorado

Name of Bond Issue: Taxable General Obligation Refunding Bonds, Series 2015, in the aggregate principal amount of [\$_____].

Date of Issuance: September 24, 2015.

CUSIP No. _____

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 15(C) of the Bond Resolution, adopted on August 13, 2015, and the Continuing Disclosure Certificate executed on September 24, 2015, by the District. The District anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

FALCON SCHOOL DISTRICT NO. 49,
EL PASO COUNTY, COLORADO

By: _____
Its: _____

EXHIBIT “B”

INDEX OF OFFICIAL STATEMENT TABLES TO BE UPDATED

26960549 v2

**FALCON SCHOOL DISTRICT NO. 49
EL PASO COUNTY, COLORADO
TAXABLE GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015**

ESCROW AGREEMENT

DATED as of September 24, 2015, made by and between Falcon School District No. 49, El Paso County, Colorado, a school district duly organized and created under the laws of the State of Colorado (the “District”), and Zions First National Bank, a national banking association having and exercising full and complete trust powers, duly organized and existing under and by virtue of the laws of the United States (the “Escrow Bank”).

(1) **WHEREAS**, the District is duly organized and existing under the laws of the State of Colorado (the “State”) and its officers from time to time have been duly chosen and qualified; and

(2) **WHEREAS**, the District has heretofore issued its “General Obligation Refunding Bonds, Series 2006” (the “Series 2006 Bonds”) in the original aggregate principal amount of \$23,315,000 of which \$17,450,000 is currently outstanding, and which Series 2006 Bonds bear interest from the date thereof until their respective maturities at the rates set forth below, and mature on the first day of December in each of the designated amounts of principal and designated years, as follows:

<u>Maturity December 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015	\$2,165,000	4.125%
2016	\$2,250,000	5.000%
2017	\$2,370,000	5.000%
2018	\$2,480,000	5.000%
2019	\$2,605,000	4.500%
2020	\$2,725,000	5.000%
2021	\$2,855,000	5.000%

(3) **WHEREAS**, the District has heretofore issued its “General Obligation Refunding Bonds, Series 2006B” (the “Series 2006B Bonds”) in the original aggregate principal amount of \$12,675,000, of which \$6,830,000 is currently outstanding, and which Series 2006B Bonds bear interest from the date thereof until their respective maturities at the rates set forth

below, and mature on the first day of December in each of the designated amounts of principal and designated years, as follows:

<u>Maturity December 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015	\$1,590,000	4.00%
2016	\$1,675,000	4.25%
2017	\$1,745,000	4.25%
2018	\$1,820,000	5.00%

(4) **WHEREAS**, the District has heretofore issued its “General Obligation Refunding Bonds, Series 2013” (the “Series 2013 Bonds”) in the original aggregate principal amount of \$3,470,000, of which \$1,740,000 is currently outstanding, and which Series 2013 Bonds bear interest from the date thereof until their respective maturities at the rates set forth below, and mature on the first day of December in each of the designated amounts of principal and designated years, as follows:

<u>Maturity December 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015	\$1,740,000	4.00%

(5) **WHEREAS**, the Series 2006 Bonds maturing on and after December 1, 2017 are subject to redemption prior to maturity on December 1, 2016 and on any date thereafter, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

(6) **WHEREAS**, the Series 2006B Bonds maturing on and after December 1, 2017 are subject to redemption prior to maturity on December 1, 2016 and on any date thereafter, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

(7) **WHEREAS**, the outstanding Series 2013 Bonds are not subject to redemption prior to maturity at the option of the District and mature on December 1, 2015.

(8) **WHEREAS**, the Board of Education of the District has determined to call for redemption all of the outstanding Series 2006 Bonds, the Series 2006B Bonds, and the Series 2013 Bonds, in the aggregate principal amount of \$26,020,000 (the “Refunded Bonds”) on [_____] (the “Redemption Date”); and

(9) **WHEREAS**, the District intends to issue its “Taxable General Obligation Refunding Bonds, Series 2015” (the “Series 2015 Bonds” or the “Bonds”) in the aggregate principal amount of \$_____ for the purpose of paying (i) the interest due on the Refunded Bonds, both accrued and not accrued, as the same becomes due on and after the date of delivery of the Bonds and on and before the Redemption Date; and (ii) the principal of the Refunded Bonds upon prior redemption on the Redemption Date (the “Refunded Bond Requirements”), as more particularly described in the certified public accountant’s report attached as Exhibit 1 to this Agreement (the “Report”); and

(10) **WHEREAS**, the Series 2015 Bonds are issued by the District pursuant to a resolution passed by the District on August 13, 2015 (the “Bond Resolution”); and

(11) **WHEREAS**, the District, by the Bond Resolution, among other matters:

A. Created the Escrow Account (as defined below);

B. Authorized the Escrow Account (as defined below) to be maintained at the Escrow Bank;

C. Provided for the deposit in the Escrow Account of a portion of the net proceeds of the Series 2015 Bonds and any other moneys in an aggregate amount fully sufficient to pay the Refunded Bond Requirements; and

D. Authorized the completion and execution of this Agreement; and

(12) **WHEREAS**, a copy of the Bond Resolution has been delivered to the Escrow Bank, and the provisions therein set forth are herein incorporated by reference as if set forth herein verbatim in full; and

(13) **WHEREAS**, the proceeds of the Series 2015 Bonds is sufficient, as shown in the attached Report, to pay the Refunded Bond Requirements, as the same becomes due; and

(14) **WHEREAS**, the Escrow Bank is empowered to undertake the obligations and commitments on its part herein set forth; and

(15) **WHEREAS**, the undersigned officer of the Escrow Bank is duly authorized to execute and deliver this Agreement in the Escrow Bank’s name and on its behalf; and

(16) **WHEREAS**, the District is empowered to undertake the obligations and commitments on its part herein set forth; and

(17) **WHEREAS**, the undersigned officers of the District are duly authorized to execute and deliver this Agreement in the District's name and on its behalf.

NOW, THEREFORE, THIS ESCROW AGREEMENT WITNESSETH:

That in consideration of the mutual agreements herein contained, in consideration of the fee referred to in Section 7 hereof duly paid by the District to the Escrow Bank at or before the delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the Refunded Bond Requirements as the same become due, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns, as follows:

Section 1. Creation of Escrow. Simultaneously with the delivery of the Series 2015 Bonds the District, with \$_____ of the Series 2015 Bond proceeds and other available moneys, shall cause to be credited to and accounted for in a separate trust account designated as the "Falcon School District No. 49, El Paso County, Colorado, Taxable General Obligation Refunding Bonds, Series 2015, Escrow Account" (the "Escrow Account"). Receipt of \$_____ by the Escrow Bank to be applied as provided herein is hereby acknowledged. Proceeds of the Series 2015 Bonds and other available cash, if any, shall remain uninvested.

Section 2. Purpose of Escrow.

The Escrow Bank shall hold such moneys accounted for in the Escrow Account, in trust to secure and for the payment of the Refunded Bond Requirements, as the same become due.

Section 3. Accounting for Escrow.

A. The moneys accounted for in the Escrow Account shall not be subject to checks drawn by the District or otherwise subject to its order.

B. The Escrow Bank, however, shall transfer from time to time, sufficient moneys to pay, without any default, the Refunded Bond Requirements, as the same become due, as provided herein.

Section 4. Sufficiency of Escrow.

The moneys accounted for in the Escrow Account shall be in an amount (or have appropriate maturities and yields to produce an amount) which at all times shall be sufficient to pay the Refunded Bond Requirements as they become due.

Section 5. Transfers and Redemption Notice for Refunded Bond Requirements.

A. The Escrow Bank shall make such arrangements and transfers to the paying agent for the Refunded Bonds as will assure, to the extent of money in the Escrow Account properly allocable to and available therefor, the timely payment of the Refunded Bond Requirements at the maturity or prior redemption date.

B. The District directs The Bank of New York Mellon Trust Company, as paying agent for the Refunded Bonds, to cause notice of prior redemption of the Refunded Bonds to be given in the manner required by this Escrow Agreement and the resolution authorizing the issuance of the Refunded Bonds to the registered owners and the bond insurer of the Refunded Bonds.

Section 6. Termination of Escrow Account.

When payment or provisions for payment shall have been made so that all Refunded Bond Requirements shall be or shall have been paid in full and discharged, the Escrow Bank shall immediately pay over to the District the moneys, if any, then remaining in the Escrow Account. Such moneys may be used by the District for any lawful purpose, subject to any limitations in the Bond Resolution.

Section 7. Fees and Costs.

A. The Escrow Bank's total fees for and in carrying out the provisions of this Agreement, have been fixed at \$____, which amount is to be paid at or prior to the time of the issuance of the Series 2015 Bonds by the District directly to the Escrow Bank as payment in full of all charges of the Escrow Bank pertaining to this Agreement for services performed hereunder and the District shall reimburse the Escrow Bank for its out of pocket expenses incurred hereunder.

B. Such payment for services rendered and to be rendered by the Escrow Bank shall not be for deposit in the Escrow Account, and the fees of and the costs incurred by the Escrow Bank shall not be deducted from such account.

Section 8. Status Report.

A. On or before January 1, 2016, the Escrow Bank shall submit to the District a report covering all money which the Escrow Bank shall have received and all payments which it shall have made or caused to be made hereunder.

B. Promptly following the Redemption Date, the Escrow Bank shall: (i) send to the District a notice stating that the District must pay over to the federal government not later than sixty (60) days after the redemption of the Refunded Bonds, the amount of required arbitrage rebate, if any, due under Sections 103 and 148(f)(2) of the Tax Code, and (ii) provide to the District any records or other information which may be necessary in order to determine the amount, if any, owed under clause (i) of this paragraph B.

Section 9. Character of Deposit.

A. It is recognized that title to the money accounted for in the Escrow Account from time to time shall remain vested in the Escrow Bank for the benefit of the District but subject always to the prior charge and lien thereon of the Bond Resolution and this Agreement and the use thereof required to be made by the provisions of this Agreement and the Bond Resolution.

B. The Escrow Bank shall hold all money in the Escrow Account as a special trust fund and account separate and wholly segregated from all other securities and funds of the Escrow Bank or deposited therein, and shall never commingle such securities or money with other securities or money.

Section 10. Securing Deposit.

A. No money paid into and accounted for in the Escrow Account shall ever be considered as an asset of the Escrow Bank and the Escrow Bank shall have no right or title with respect thereto except as provided herein.

Section 11. Purchaser's Responsibility.

The holders from time to time of the Series 2015 Bonds shall in no manner be responsible for the application or disposition of the proceeds thereof or any moneys or Federal Securities accounted for in the Escrow Account. This clause shall not relieve the Escrow Bank (if it is a holder of the Series 2015 Bonds), in its capacity as Escrow Bank, from its duties under this Agreement.

Section 12. Amendment.

A. The Series 2015 Bonds shall be issued in reliance upon this Agreement and except as herein provided this Agreement shall be irrevocable and not subject to amendment after any of the Series 2015 Bonds shall have been issued.

B. The provisions of this Agreement may be amended, waived, or modified upon approval the holders of all of the Refunded Bonds and Series 2015 Bonds. The provisions of this Agreement also may be amended, waived, or modified, without the consent of or notice to the holders of the Refunded Bonds or the Series 2015 Bonds, for one or more of the following purposes:

(1) to cure any ambiguity, or to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Agreement;

(2) to pledge additional revenues, properties or collateral as security for the Refunded Bonds; or

(3) to deposit additional monies or Federal Securities to the Escrow Account.

Notwithstanding any other provision hereof, no amendment, modification, or waiver shall be effective if it is materially prejudicial to the owners of the Refunded Bonds or affects the exclusion of the interest on the Refunded Bonds from gross income for federal income tax purposes (and the Escrow Agent is entitled to receive and rely on an opinion of bond counsel stating whatever such amendment is materially prejudicial to holders or will affect the exclusion of such interest prior to executing such amendment), unless such amendment, waiver, or modification is approved by the holders of all of the then-outstanding Refunded Bonds, and the Bonds affected thereby.

Section 13. Exculpatory Provisions.

A. The duties and responsibilities of the Escrow Bank are limited to those expressly and specifically stated in this Agreement.

B. The Escrow Bank shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and made in compliance with the provisions hereof.

C. The Escrow Bank shall not be personally liable or responsible for any act which it may do or omit to do hereunder, except for its negligence or willful misconduct with respect to the duties expressly imposed upon the Escrow Bank hereunder.

D. The Escrow Bank shall neither be under any obligation to inquire into or be in any way responsible for the performance or nonperformance by the District of any of its obligations, nor shall the Escrow Bank be responsible in any manner for the recitals or statements contained in this Agreement, in the Bond Resolution, in the Refunded Bonds, or in

any proceedings taken in connection therewith, such recitals and statements being made solely by the District.

E. Nothing in this Agreement creates any obligation or liabilities on the part of the Escrow Bank to anyone other than the District and the holders of the Refunded Bonds.

Section 14. Additional Covenants With Respect to the Escrow Bank.

A. None of the provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians, or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian, or nominee so appointed.

B. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics, or other similar occurrences.

C. To the extent provided by law, the District shall indemnify, defend, and hold harmless the Escrow Bank and its officers, directors, employees, representatives, and agents from and against and reimburse the Escrow Bank for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable

attorneys' and agents' fees and expenses) demanded, asserted, or claimed against the Escrow Bank relating to, or arising from, claims against the Escrow Bank by reason of its participation in the transactions contemplated hereby except to the extent caused by the Escrow Bank's negligence or willful misconduct. The foregoing sentence shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Bank. Notwithstanding anything in the foregoing to the contrary, in connection with any such claim, and in connection with any claim by Escrow Bank against the District or the District against the Escrow Bank pursuant to this paragraph, nothing in this Section or this Agreement shall be deemed or construed as a waiver or modification by the District of any limitations of liability, protections from liability, or any other right or benefit to which the District is, may, or would otherwise be entitled to under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

D. The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15. Time of Essence.

Time is of the essence in the performance of the obligations from time to time imposed upon the Escrow Bank by this Agreement.

Section 16. Successors.

A. Whenever in this Agreement the District or the Escrow Bank is named or is referred to, such provision is deemed to include any successor of the District or the Escrow Bank, respectively, immediate or intermediate, whether so expressed or not. The rights and obligations under this Agreement may be transferred by the Escrow Bank to a successor. Any corporation or association into which the Escrow Bank may be merged or converted or with which the Escrow Bank may be consolidated or any corporation or association resulting from any merger, conversion, sale, consolidation, or transfer to which the Escrow Bank may be a party or any corporation or association to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Bank without the execution or filing of any document or any further act, anything herein to the contrary notwithstanding.

B. All of the stipulations, obligations, and agreements by or on behalf of and other provisions for the benefit of the District or the Escrow Bank contained in this Agreement:

- (1) Shall bind and inure to the benefit of any such successor; and
- (2) Shall bind and inure to the benefit of any officer, board, district, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any relevant right, power, or duty of the District or the Escrow Bank, respectively, or of its successor.

Section 17. Severability.

If any section, paragraph, clause, or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Agreement.

Section 18. Notices.

Any notice to be given hereunder shall be delivered personally or mailed postage prepaid, return receipt requested, to the following addresses:

If to the District:	Falcon School District No. 49 10850 East Woodmen Road Falcon, Colorado 80831
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If to the Escrow Bank:	Zions First National Bank 1001 Seventeenth Street, Suite 1050 Denver, Colorado 80202
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If to the 2006 Bond Insurer: MBIA Insurance Corporation
113 King Street
Armonk, New York 10504

If to the 2006B Bond Insurer: MBIA Insurance Corporation
113 King Street
Armonk, New York 10504

or such other address as either party may, by written notice to the other party, hereafter specify. Any notice shall be deemed to be given upon mailing.

Section 19. Exercise of Option. The Board has elected and does hereby declare its intent to exercise on the behalf and in the name of the District its option to redeem the Refunded Bonds on the Redemption Date. The District hereby authorizes and directs the Registrar, as registrar for such Refunded Bonds, to give notice of refunding, defeasance and redemption of the Refunded Bonds to the registered owners of the Refunded Bonds in accordance with the provisions of the resolution authorizing the issuance of the Refunded Bonds.

Section 20. Jurisdiction and Venue. The rights of the District under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any disputes related to this Agreement shall be in United States District Court for the District of Colorado.

Section 21. Form of Redemption Notice. The notice so to be given shall be in substantially the following form:

(Form of Notice)

**NOTICE OF REFUNDING, DEFEASANCE AND REDEMPTION
FALCON SCHOOL DISTRICT NO. 49
IN THE COUNTY OF EL PASO AND STATE OF COLORADO**

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2006, SERIES 2006B, AND SERIES 2013 MATURING ON AND AFTER
DECEMBER 1, 2015
CUSIP NOS: 283483 HE8, HF5, HG3, HH1, HJ7, HK4, HL2, HS7, HT5, HU2, HV0, JE6**

NOTICE IS HEREBY GIVEN that Falcon School District No. 49, in the County of El Paso and State of Colorado (the "District") will cause to be deposited in escrow with Zions First National Bank, refunding bond proceeds and other moneys which will be sufficient to refund, pay, redeem, and discharge the principal and interest in connection with the District's General Obligation Refunding Bonds, Series 2006 (the "Series 2006 Bonds"), the District's General Obligation Refunding Bonds, Series 2006B (the "Series 2006B Bonds"), and the District's General Obligation Refunding Bonds, Series 2013 (the "Series 2013 Bonds") as described below:

The Series 2006 Bonds maturing on and after December 1, 2015 in the aggregate principal amount of \$17,450,000 will be called for redemption on [_____] (the "Redemption Date"). On the Redemption Date, the principal of such Refunded Bonds and the accrued interest to the Redemption Date, without a redemption premium (the "Refunded Bond Requirements") will become due and payable at the corporate trust office of the paying agent, The Bank of New York Mellon Trust Company, N.A. (the "2006 Paying Agent"), and thereafter interest will cease to accrue.

The Series 2006B Bonds maturing on and after December 1, 2015 in the aggregate principal amount of \$6,830,000 will be called for redemption on [_____] (the "Redemption Date"). On the Redemption Date, the principal of such Refunded Bonds and the accrued interest to the Redemption Date, without a redemption premium (the "Refunded Bond Requirements") will become due and payable at the corporate trust office of the paying agent, The Bank of New York Mellon Trust Company, N.A. (the "2006B Paying Agent"), and thereafter interest will cease to accrue.

The Series 2013 Bonds maturing on December 1, 2015 in the aggregate principal amount of \$1,740,000 will be paid at maturity on December 1, 2015 (the “Redemption Date”). On the Redemption Date, the principal of such Refunded Bonds and the accrued interest to the Redemption Date, without a redemption premium (the “Refunded Bond Requirements”) will become due and payable at the corporate trust office of the paying agent, The Bank of New York Mellon Trust Company, N.A. (the “2013 Paying Agent”), and thereafter interest will cease to accrue.

According to a report of a firm of certified public accountants, licensed to practice in Colorado, the escrow, including the known minimum yield from such investments and any temporary reinvestments and the initial cash balance remaining uninvested, will be fully sufficient at the time of the deposit and at all times subsequent, to pay Refunded Bond Requirements.

Pursuant to federal law, the Paying Agent is required to withhold a portion of the principal of your bond redeemed unless the Paying Agent is provided with your Social Security Number or Taxpayer Identification Number, properly certified or submitted on a Form W-9. A completed Form W-9 should be presented with your bond.

The above-referenced CUSIP numbers were assigned to this issue by Standard & Poor’s Corporation and are intended solely for bondholders’ convenience. Neither the Paying Agent nor the District shall be responsible for selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Refunded Bonds or as indicated in any redemption notice.

Dated _____

The Bank of New York Mellon Trust
Company, N.A.,

Paying Agent

By: _____

Title: Authorized Representative

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, FALCON SCHOOL DISTRICT NO. 49, EL PASO COUNTY, COLORADO, has caused this Escrow Agreement to be signed in the District's name by the President of the Board of Education, and to be attested by the Secretary, with the seal thereof hereunto affixed; and **ZIONS FIRST NATIONAL BANK,** has caused this Escrow Agreement to be signed in its corporate name by one of its Vice Presidents, all as of the day and year first above written.

**FALCON SCHOOL DISTRICT NO. 49
EL PASO COUNTY, COLORADO**

By _____
President, Board of Education

(SEAL)

Attest:

Secretary, Board of Education

**ZIONS FIRST NATIONAL BANK,
as Escrow Bank**

By: _____
Authorized Representative

EXHIBIT 1

(Attach Certified Public Accountant's Report)

26959169 v2

REGISTRAR AND PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of September 24, 2015, is by and between **FALCON SCHOOL DISTRICT NO. 49**, in the County of El Paso and State of Colorado (the "District"), and **ZIONS FIRST NATIONAL BANK**, a national banking association organized under the laws of the United States of America with authority to exercise trust powers under the laws of the United States of America (the "Bank").

WITNESSETH:

WHEREAS, by a resolution of the Board of Education of the District duly adopted on August 13, 2015 (the "Bond Resolution"), the District has authorized the issuance of its Taxable General Obligation Refunding Bonds, Series 2015, in the aggregate original principal amount of [\$_____] (the "Bonds"); and

WHEREAS, it is mutually desirable to the District and the Bank that the Bank, through its Corporate Trust Department, located in Denver, Colorado, act as Registrar and Paying Agent (as defined in the Bond Resolution) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the "Agreement") be entered into between the District and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

NOW, THEREFORE, the District and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. The Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Bond Resolution. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that all funds necessary in order to so honor the Bonds be made or cause to be made available by the District to the Bank. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the "Principal and Interest Payment Account" provided for in Section 2 of this Agreement. Nothing in this Agreement shall require the District to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein and in the Bond Resolution. In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of Bonds and the duties and responsibilities pertaining to the calling of the Bonds for prior redemption, all as provided in the Bond Resolution.

2. Not less than (a) one business day prior to each payment date, if funds are delivered by wire transfer, or (b) three business days prior to each payment date, if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the District with the Bank in an account designated "Principal and Interest Payment Account." The funds so deposited shall be held and applied by the Bank through its Corporate Trust Department solely for the payment of principal of, premium, if any,

and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Resolution, the principal of and interest on the Bonds.

3. The District shall pay to the Bank fees in accordance with the Bank's then-existing fee schedule. Attached to this Agreement as Exhibit A is the Bank's current fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the District notice thereof.

4. Unless waived by the Bank, the District agrees to provide the Bank with not less than 60 days notice of any prior redemption of the Bonds.

5. The Bank agrees to annually notify the District, in writing, of the District's obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated September 24, 2015, relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to the time which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate.

6. The District agrees to provide the Bank with a supply of blank Bonds for use in the transfer and exchange of Bonds.

7. At least 30 but not more than 60 days prior to the date on which the last Bond is discharged, the Bank will send written notice to the District stating that the District must: (i) compute the amount of rebatable arbitrage, if any, which is due the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than sixty (60) days from the date on which the last Bond is discharged.

8. At least 30 but not more than 60 days prior to December 1, 2015, the Bank shall send written notice to the District that it must complete its final rebate calculation on the Refunded Bonds within 60 days after such date (such dates being the redemption date of the Refunded Bonds).

9. The Agreement may be terminated as provided in the Bond Resolution.

10. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside have become due and payable shall without further request by the District be paid to the District.

11. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Resolution, the provisions of the Bond Resolution shall be controlling.

12. There is hereby created and established with the Paying Agent a trust fund to be designated "Falcon School District No. 49, Taxable General Obligation Refunding Bonds, Series 2015, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such fund shall be deposited [\$_____] of the proceeds of the Bonds which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Paying Agent is hereby directed

to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum upon presentation of an invoice from each party for the amount listed. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund 90 days after closing shall be transferred to the District subject to written confirmation from the District to the Paying Agent that all costs of issuance have been paid.

13. The rights of the District under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any disputes related to this Agreement shall be in United States District Court for the District of Colorado.

IN WITNESS WHEREOF, the Bank and the District have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**FALCON SCHOOL DISTRICT NO. 49,
EL PASO COUNTY, COLORADO**

By _____
President, Board of Education

(SEAL)

Attest:

Secretary, Board of Education

**ZIONS FIRST NATIONAL BANK,
as Registrar, Paying Agent**

By _____
Title: Authorized Officer

EXHIBIT A

(Attach Registrar's Fee Schedule)

26954621 v2

**FALCON SCHOOL DISTRICT NO. 49
EL PASO COUNTY, COLORADO
TAXABLE GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015**

BOND PURCHASE AGREEMENT

September 10, 2015

Board of Education
Falcon School District No. 49

Ladies and Gentlemen:

Falcon School District No. 49, El Paso County, Colorado (the “District”) proposes to issue [\$_____], aggregate principal amount of its Falcon School District No. 49, El Paso County, Colorado, Taxable General Obligation Refunding Bonds, Series 2015 (the “Bonds”) pursuant to a resolution adopted by the Board of Education of the District (the “Board”) on August 13, 2015 (the “Bond Resolution”). This Bond Purchase Agreement (the “Agreement”) states the terms and conditions upon which the District will sell and Stifel, Nicolaus & Company, Incorporated, Denver, Colorado (the “Underwriter”) will purchase all of the Bonds from the District and supersedes any prior agreement between the District and the Underwriter with respect to the Bonds. If this Agreement is accepted by the District, the Underwriter intends to make a distribution of the Bonds by offering the Bonds for sale to investors and other securities dealers at such prices as the Underwriter in its sole discretion shall determine from time to time; provided however, that prior to the delivery of the Bonds, the Underwriter shall notify the District in writing of the initial offering prices of the Bonds to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which prices a substantial amount of each maturity the Bonds were sold.

The District has previously caused to be prepared a Preliminary Official Statement concerning the Bonds, dated September 2, 2015, which was final as of its date (the “Preliminary Official Statement”) for purposes of allowing the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), except for the information specifically permitted to be omitted by the Rule. The District authorizes and ratifies the distribution of the Preliminary Official Statement to any potential customers (as defined in the Rule) until the Final Official Statement (defined below) is available.

A Final Official Statement to be dated as of the date of its delivery to the Underwriter (the “Final Official Statement”) is hereby approved in substantially the form of the Preliminary Official Statement with such changes as may be approved by the President of the Board of Education or the Superintendent, whose execution thereof shall be conclusive evidence of such approval. The Final Official Statement, together with any and all supplements and amendments which may be approved by the District and the Underwriter, is referred to herein as

the “Official Statement.” The District authorizes and approves the use of the Official Statement in connection with the offering of the Bonds. Within seven business days of the date of this Agreement, the District will make available to the Underwriter from the financial printer sufficient copies of the Final Official Statement for purposes of allowing the Underwriter to comply with the Rule. Additional copies of the Final Official Statement may be obtained from the financial printer at the expense of the Underwriter. The expense of preparing, printing, and/or posting the Preliminary Official Statement, the Official Statement, and any attorneys’ fees will be an expense of the authorization, sale, and delivery of the Bonds.

ARTICLE I

Terms of Bonds

The terms of the Bonds shall be as described more fully in the Bond Resolution, the related Sale Certificate, and Exhibit A attached hereto and incorporated herein by reference.

ARTICLE II

Sale, Purchase and Delivery of the Bonds

Section 2.1. Sale. Upon the terms and subject to the conditions stated in this Agreement, the District agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the District, at the Closing (as defined below), all but not less than all of the Bonds maturing, and bearing interest as provided in the Bond Resolution, the related Sale Certificate, and Exhibit A at a purchase price of [\$_____] (consisting of the par amount of Bonds of [\$_____], plus net original issue premium of [\$_____], and less underwriters’ discount of [\$_____]).

Section 2.2. Closing. In this Agreement, the term “Closing” means the consummation of the issuance and sale of the Bonds by the District and the purchase of the Bonds by the Underwriter. The Closing is currently scheduled to occur at the offices of Butler Snow LLP at 9:00 a.m. on September 24, 2015 (the “Closing Date”), and may occur at such different place or time as may be agreed in writing by the District and the Underwriter. At the Closing, the District will cause the Registrar to authenticate and deliver the Bonds in definitive form to The Depository Trust Company for the account of the Underwriter against receipt by the District of the full amount of the purchase price.

ARTICLE III

Conditions of Sale and Purchase

The obligations of the District to sell and the Underwriter to purchase the Bonds shall be subject to the satisfaction of each of the following conditions:

Section 3.1 Legal Opinions. As of the Closing, the District shall receive (a) the approving opinion of Butler Snow LLP, Denver, Colorado, as Bond Counsel (“Bond Counsel”), dated the day of Closing, as to the validity of the Bonds, subject only to such

qualifications and exceptions as, in the Underwriter's judgment, will not materially adversely affect the market value of the Bonds, and (b) the letter from Butler Snow LLP, Denver, Colorado, as Special Counsel, regarding the Official Statement in a form satisfactory to the District.

Section 3.2 Bond Resolution and Other Instruments. As of the Closing, the Bond Resolution, this Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, and any other instruments and agreements contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Underwriter.

Section 3.3 No Litigation. As of the Closing, there shall not have been entered or issued by any court, administrative agency, or other governmental body of any jurisdiction, and there shall not have been commenced or threatened any proceeding in any court, administrative, or other governmental body of any jurisdiction which could reasonably be expected to lead to the entry or issuance of any judgment, order, decree, injunction, or other adjudication having the purpose or effect, actual or threatened, of prohibiting the issuance, sale, or delivery of the Bonds by the District, the distribution of the Bonds by the Underwriter, or the performance by the District of any of its obligations as provided in the Bonds, the Bond Resolution, the Sale Certificate, the Preliminary Official Statement, the Official Statement, the Registrar Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, or this Agreement.

Section 3.4 Certificate of the District. As of the Closing, the District shall deliver to the Underwriter a certificate signed by duly authorized officials of the District relating to due organization, absence of litigation and due authorization and delivery of the Bonds, the Bond Resolution, the Sale Certificate, the Registrar Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, and this Agreement in a form satisfactory to the Underwriter. In addition, as of the Closing, the District shall deliver to the Underwriter, in form and substance satisfactory to the Underwriter, a certificate executed by one or more officers of the District, to the effect that the Official Statement, as then amended or supplemented, to the best of their knowledge, neither contains an untrue statement of any material fact nor omits to state any material fact necessary to make the statements made in the Official Statement, in light of the circumstances in which they are made, not misleading.

Section 3.5. Other Documents. As of the Closing, the District and the Underwriter shall receive, in form and substance satisfactory to the District and the Underwriter, (a) the Official Statement executed on behalf of the District by the President of the Board of Directors, at the time and in the manner specified in this Agreement, (b) an executed copy of the Bond Resolution, (c) executed copies of the Letter of Representations between the District and the Depository Trust Company, (d) an executed copy of the Registrar Agreement, (e) an executed copy of the Continuing Disclosure Certificate, (f) an executed copy of the Escrow Agreement and (g) such additional certificates or other documents as the District or the Underwriter may reasonably require to provide evidence of the satisfaction of all the conditions stated in this Article or elsewhere in this Agreement upon the obligations of the District and the Underwriter.

Section. 3.6. Dodd-Frank Representation. The District acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the District, (c) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement and (d) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

ARTICLE IV

Expenses

Expenses will be incurred to make arrangements for the sale of the Bonds before their delivery and receipt of proceeds by the District. Unless the obligation of the Underwriter to purchase the Bonds is terminated pursuant to Article V, expenses incurred in connection with the authorization, sale, and delivery of the Bonds will be borne by the District, including:

- Fees of Bond Counsel;
- Fees of Special Counsel relating to the Official Statement;
- Fees of Rating Agencies and Bond Insurer;
- Fees of Accountants;
- Printing of the Preliminary Official Statement and the Official Statement;
- Escrow, Registrar and Paying Agent Fees; and
- CUSIP and other registration fees.

The payment of these expenses will be included as an itemized cost of the issuance of the Bonds and will be paid out of the proceeds of the sale of the Bonds or other legally available funds of the District. All other out-of-pocket expenses will be borne by the Underwriter.

If the obligation of the Underwriter is terminated pursuant to Article V, such termination shall occur without either party incurring any liability to the other party. If the Underwriter terminates this Agreement for a reason other than a reason permitted hereunder, and if at the time of such termination the District has satisfied the conditions to the Underwriter's obligations contained herein, the Underwriter agrees to pay all out-of-pocket expenses incurred by the District, including reasonable attorney's fees and disbursements, which relate to the financing. Such payment by the Underwriter shall constitute full liquidated damages for such termination and for any and all defaults on the part of the Underwriter and shall constitute a full release and discharge of all claims and damages for such termination and for any and all such defaults.

Neither the District nor any elected or appointed officer or agent of the District shall be subjected to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Underwriter in connection with the issuance, sale, and delivery of the Bonds or with respect to any action taken or omitted to be taken with respect to the issuance, sale, or delivery of the Bonds by such officer or agent in good faith.

ARTICLE V

Termination

Section 5.1 The Underwriter shall have the right to terminate its obligation to purchase the Bonds by giving notice to the District if any of the following conditions is not fulfilled:

(a) At the Closing, (i) the Bond Resolution, the Official Statement, the Registrar Agreement, the Escrow Agreement, the Letter of Representations, and this Agreement shall be in full force and effect, and shall not have been amended, modified, or supplemented since the date hereof except as may have been agreed to in writing by the Underwriter, and (ii) the District shall perform or have performed all of its obligations required to be performed prior to or simultaneously with the Closing, under or specified in the Bond Resolution and this Agreement;

(b) The Bonds shall have been duly authorized, executed, and authenticated in accordance with the provisions of the Bond Resolution; and

(c) At the Closing Date, the District shall have taken in connection with the issuance of the Bonds and with the transactions contemplated thereby and by this Agreement, all such action as, in the opinion of Bond Counsel, shall be necessary and appropriate to the rendering of Bond Counsel's unqualified opinion.

Section 5.2. The Underwriter shall have the right to terminate its obligation to purchase the Bonds at or before Closing, by giving notice to the District if between the date hereof and the Closing, the market price or marketability of the Bonds, at the initial offering prices set forth in the Bond Resolution, shall have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(a) Legislation enacted by, proposed, or introduced in Congress or recommended for passage by the President of the United States, or a statement of a member of Congress, or a decision rendered by a court established under Article III of the Constitution of the United States, or an order, ruling, regulation or official statement (final, temporary, or proposed) issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from registration or qualification under, or other requirements of, the Securities Act of 1933, the Securities Exchange Act of 1934, or the Trust Indenture Act of 1939, all as amended, or that the issuance, offering or sale of the Bonds or

obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(b) The declaration of war by the United States or the occurrence of any other national emergency or calamity having an adverse effect on the effective operation of the government of or the financial community in the United States;

(c) The declaration of a general banking moratorium by federal, New York, or Colorado authorities, or the general suspension of trading on any national securities exchange;

(d) The imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including without limitation those relating to the extension of credit by, or to the net capital requirements of, the Underwriter; or

(e) Any event occurring, or information becoming known, which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, to the extent that the Official Statement cannot be supplemented or amended prior to the Closing.

ARTICLE VI

Jurisdiction and Venue

The rights of the District under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado.

Jurisdiction and venue for any disputes related to this Agreement shall be in United States District Court for the District of Colorado.

ARTICLE VII

Acceptance of Agreement

The submission to the District of this Agreement, executed in duplicate by the Underwriter, constitutes an offer of the Underwriter to purchase the Bonds upon the terms and conditions stated in this Agreement. The offer by the Underwriter must be accepted by the District no later than midnight, September 10, 2015, by adopting a Resolution approving the execution of this Agreement on behalf of the District by any member of the Board. If not delivered in person, this Agreement after execution by the District may be delivered to the Underwriter by first-class mail, provided that the Underwriter is advised by telephone or facsimile communication immediately after the mailing. This Agreement shall not be binding on either party until acceptance shall have been made by the District in the manner stated in this paragraph.

It is our pleasure to present this offer to purchase the Bonds from the District.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Title: Managing Director

After due consideration, this Bond Purchase Agreement is hereby accepted by the District this September 10, 2015, at ____ a.m./p.m.

FALCON SCHOOL DISTRICT NO. 49, EL PASO
COUNTY, COLORADO

By: _____
Chief Business Officer

EXHIBIT A

BOND PRICING
El Paso County School District No. 49
Taxable General Obligation Refunding Bonds, Series 2015

26955263 v2



Falcon School District No. 49 (El Paso County, Colorado)

- Prospective Taxable General Obligation Refunding, Series 2015

July 9, 2015

District Outstanding GO Bonds & Prospective 2015 Refunding

Current Outstanding General Obligation Bonds

- The District currently has three outstanding issues of general obligation ("GO") bonds, as outlined in the below tables

			Outstanding	Final	Outstanding	First
Sale Date	Issuance	Initial Par	Par	Maturity	Coupon Range	Optional Call
03/10/06	GO Refunding Bonds, Series 2006	\$23,315,000	\$17,450,000	12/1/2021	4.125% - 5.00%	12/1/2016
10/20/06	GO Refunding Bonds, Series 2006B	12,675,000	6,830,000	12/1/2018	4.00% - 5.00%	12/1/2016
08/27/13	GO Refunding Bonds, Series 2013	3,470,000	1,740,000	12/1/2015	4.00%	N/A
Total		<u>\$39,460,000</u>	<u>\$26,020,000</u>			
Total in 2016						

Current Outstanding GO Bond Debt Service

GO Refunding Bonds, Series 2006				GO Refunding Bonds, Series 2006B			GO Refunding Bonds, Series 2013			AGGREGATE DEBT SERVICE		
Dec. 1	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service
2015	2,165,000	840,531	3,005,531	1,590,000	299,950	1,889,950	1,740,000	69,600	1,809,600	5,495,000	1,210,081	6,705,081
2016	2,250,000	751,225	3,001,225	1,675,000	236,350	1,911,350				3,925,000	987,575	4,912,575
2017	2,370,000	638,725	3,008,725	1,745,000	165,163	1,910,163				4,115,000	803,888	4,918,888
2018	2,480,000	520,225	3,000,225	1,820,000	91,000	1,911,000				4,300,000	611,225	4,911,225
2019	2,605,000	396,225	3,001,225							2,605,000	396,225	3,001,225
2020	2,725,000	279,000	3,004,000							2,725,000	279,000	3,004,000
2021	2,855,000	142,750	2,997,750							2,855,000	142,750	2,997,750
	17,450,000	3,568,681	21,018,681	6,830,000	792,463	7,622,463	1,740,000	69,600	1,809,600	26,020,000	4,430,744	30,450,744

2015 Taxable Refunding Candidates

The District's General Obligation Refunding Bonds, Series 2006 and Series 2006B are eligible to be advance refunded on a taxable basis

- The 2006 and 2006B Bonds were both advance refundings
 - Per tax law, because the 2006 and 2006B Bonds were advance refundings, they must be issued on a taxable basis in order to be advance refunded a second time (under tax law, only one advanced refunding is permitted on a chain of financings that originate from the same project)
- The 2006 and 2006B Bonds are callable on December 1, 2016

The District's General Obligation Refunding Bonds, Series 2013 does not have a call option; however it can be restructured on a taxable basis with the 2006 and 2006B Bonds

- The purpose of restructuring the 2013 Bonds is to extend the District's levy capacity associated with the November 1995 election an additional year into 2016

General Obligation Bonds After 2015 Taxable Refunding ⁽¹⁾

- With a taxable refunding of the 2006, 2006B and 2013 bonds, the District can shorten the final maturity of all GO bond debt to 2016, and can utilize the entire GO bond fund balance of \$14.5 million ⁽²⁾

Sale Date	Issuance	Initial Par	Outstanding Par	Final Maturity	Outstanding Coupon Range	First Optional Call
3/10/06	GO Refunding Bonds, Series 2006	\$23,315,000	\$4,415,000	12/1/2016	4.125% - 5.00%	N/A
10/20/06	GO Refunding Bonds, Series 2006B	12,675,000	3,265,000	12/1/2016	4.00% - 4.25%	N/A
8/27/13	GO Refunding Bonds, Series 2013	3,470,000	-	N/A	-	N/A
6/10/15	Taxable GO Refunding Bonds, Series 2015	5,475,000	5,475,000	12/1/2016	1.07% - 1.52%	N/A
Total		<u>\$44,935,000</u>	<u>\$13,155,000</u>			

Total in 2016

Prospective Outstanding GO Bond Debt Service After 2015 Taxable Refunding

GO Refunding Bonds, Series 2006				GO Refunding Bonds, Series 2006B			Taxable GO Refunding Bonds, Series 2015			AGGREGATE DEBT SERVICE		
	Debt			Debt			Debt			Debt		
Dec. 1	Principal	Interest	Service	Principal	Interest	Service	Principal	Interest	Service	Principal	Interest	Service
2015	2,165,000	201,806	2,366,806	1,590,000	134,788	1,724,788	2,565,000	41,812	2,606,812	6,320,000	378,406	6,698,406
2016	2,250,000	112,500	2,362,500	1,675,000	71,188	1,746,188	2,910,000	44,232	2,954,232	6,835,000	227,920	7,062,920
	4,415,000	314,306	4,729,306	3,265,000	205,975	3,470,975	5,475,000	86,044	5,561,044	13,155,000	606,326	13,761,326

(1) The interest rate and rating assumptions assumed in this presentation are based on current market conditions and similar credits. The District's actual results may differ, and Stifel makes no commitment to underwrite at these levels.

(2) Estimated, subject to change.

Prospective 2015 Taxable General Obligation Bond Refunding

By refunding the District's outstanding Series 2006, Series 2006B and Series 2013 Bonds, the District will fully spend down the current bond fund balance, and will shorten the final maturity on all outstanding GO bond debt to 12/1/2016

- Although there are 'dissavings' in 2016, the District has sufficient tax revenues to cover the difference
- Based upon current market rates, the District can save over \$2.1 million in total dollar savings (net of the bond fund deposit) and 6.32% present value savings ⁽¹⁾

Taxable General Obligation Refunding Bonds, Series 2015 Preliminary Savings Results ⁽¹⁾

Sources & Uses		Savings Statistics		Date	Prior DS	Refunding DS	Savings
Sources		Par Amount	\$5,475,000	12/1/2015	\$2,613,488	\$2,606,812	\$6,676
Par Amount	\$5,475,000	True Interest Cost	1.87%	12/1/2016	803,888	2,954,232	(2,150,344)
Bond Fund Deposit	14,500,000	Total Debt Service	\$5,561,044	12/1/2017	4,918,888		4,918,888
	<u>\$19,995,000</u>	Avg. Annual Savings	\$2,780,457	12/1/2018	4,911,225		4,911,225
		Total Dollar Savings (\$)	\$2,189,420	12/1/2019	3,001,225		3,001,225
		Total NPV Savings (\$)	\$1,159,982	12/1/2020	3,004,000		3,004,000
Uses		Total NPV Savings (%)	6.32%	12/1/2021	2,997,750		2,997,750
Refunding Escrow	\$19,877,661			Total	\$22,250,464	\$5,561,044	\$16,689,420
Cost of Issuance	69,964						
Underwriter's Discount	<u>27,475</u>						
	<u>\$19,995,000</u>						

⁽¹⁾The interest rate and rating assumptions assumed in this presentation are based on current market conditions and similar credits. The District's actual results may differ, and Stifel makes no commitment to underwrite at these levels.

Disclosure

Disclosure

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Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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BOARD OF EDUCATION AGENDA ITEM 7.04a

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Dr. Lou Fletcher, Director of Culture & Services
TITLE OF AGENDA ITEM:	Reclassification of Current Job Description: Central Enrollment Supervisor
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The Supervisor of Central Enrollment (CE) will be the day-to-day first-line production manager who is responsible for enrollment office logistics, workflow, and hiring, as well as supervision and evaluation of CE staff. This represents a continuous improvement outcome that implements a first-line supervisor position to enhance the overall efficiency, timeliness, and effectiveness of CE; through the implementation of metrics and active management of full time and adjunct personnel the supervisor will be able to save costs and implement the process guidance of the Director of Culture & Services. This position will liaise with building registrars and secretaries to conduct training and coordinate with Student Information personnel to refine data input and reporting paradigms. This is a reclassification of an existing position that requires \$17,114 in additional funding.

RATIONALE: Day-to-day first-line supervision will enhance efficiency and customer service in one of the district's most visible work processes.

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	CE is the entry pointy for the district; therefore, a high level of customer service and efficiency enhances trust.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	CE is the nexus of student data and the integration point for student information that serves multiple district functions (e.g. IE, Transportation, Health, Nutrition, etc.). Accurate data entry facilitates clean data output and management; inspires learning, enables work, and empowers leadership.
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: \$50,000

AMOUNT BUDGETED: \$32,886 (Incumbent)

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After review at the last board meeting, I move to approve the reclassified job description for a Central Enrollment Supervisor.

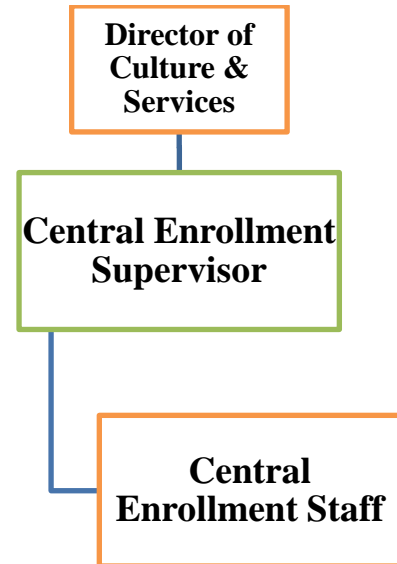
APPROVED BY: Peter Hilts, Chief Education Officer

DATE: July 31, 2015

CENTRAL ENROLLMENT SUPERVISOR

Job Title:	Central Enrollment Supervisor
Initial:	June 2, 2015
Revised:	
Work Year:	261 Days
Office:	Education Office
Department:	Central Enrollment
Reports To:	Director of Culture & Services
FLSA Status:	Exempt
Pay Range:	Professional Technical Salary Schedule Range 1

Related Organization Chart



SUMMARY: The Central Enrollment Supervisor directly supervises staff in support of district-wide student enrollment requirements. The Supervisor manages enrollment office logistics and workflow; hires, supervises and evaluates Central Enrollment staff; and leads the day-to-day operations of the office.

ESSENTIAL DUTIES & RESPONSIBILITIES

The following statements of essential functions 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 on building assignment and other factors.

- Directs and evaluates the work of assigned staff.
- Facilitates training, development, and ongoing management of enrollment staff to including conducting annual reviews, staff training, observations and turnover prevention.
- Screens and interviews job applicants and makes hiring recommendations for central enrollment staff
- Establishes and maintains staffing plans to meet the needs of the department.
- Models and fosters a culture of high quality customer service.
- Provides oversight of student enrollment processes and activities, including the processing of enrollment applications, verifying enrollment documents, and validating student enrollment data in the student information system.
- Collaborates with district registrars and administrative staff, providing procedural training on enrollment procedures, requirements, and best practices.
- Supports secretaries and registrars at 15 schools to establish and refine enrollment procedures.
- *Performs other related duties as assigned.*

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Supervision & Technical Responsibilities:

- This position directly supervises Central Enrollment Staff.

Budget Responsibility:

- This position has no budgetary responsibilities.

QUALIFICATIONS

The requirements listed below are representative of the education, experience, knowledge, skills, and/or abilities required for this position:

Education & Training:

- Associated degree or equivalent work experience required

Experience:

- 2 years of full-time experience in student enrollment or similar position
- Prior experience in successfully supervising people and processes preferred

Knowledge Skills & Abilities:

- Ability to lead, manage and train people
- Excellent oral and written communication and interpersonal relation skills
- Basic math and accounting skills
- Customer service and public relations skills
- Critical thinking and problem solving skills
- Strong organizational skills with the ability to manage multiple priorities and tasks with frequent interruptions
- Ability to communicate and interact effectively with various stakeholders
- Ability to understand and follow complex oral and written instructions
- Ability to perform responsibilities without the necessity of close supervision
- Must be proficient in the use of personal computers and common software applications including Microsoft Word, Excel, Outlook, and Power Point

Certificates, Licenses, & Registrations:

- Criminal background check required for hire
- Valid Colorado driver's license required for hire

OTHER WORK FACTORS

The physical demands, work environment factors and mental functions described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Physical Demands:

While performing the duties of this job, the employee is occasionally required to stand, climb or balance, stoop, kneel, crouch, or crawl, and smell. The employee must regularly lift and/or move up to 25 pounds frequently.

Work Environment:

While performing the duties of this job, the employee will work primarily in a usual office or school environment.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mental Functions:

While performing the duties of this job, the employee is regularly required to communicate, compare, analyze, coordinate, instruct, evaluate, and use interpersonal skills. Occasionally required to compile, copy, compute and negotiate.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



BOARD OF EDUCATION AGENDA ITEM 7.04b

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Cheryl DeGeorge, Principal, Falcon High School
TITLE OF AGENDA ITEM:	New Job Description: Lead Campus Security Officer
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: For the last several years there has been one campus security officer at each building that assumes and/or is assigned a leadership role. This campus security officer performs many duties (listed in the job description) without additional compensation. Many of these duties help assure that Safe-2-Tells are addressed and dispositioned quickly and ensures that safety plans and drills are in place and executed effectively. Also included, is the necessity for scheduling and coordination of work hours and building coverage, coordination of coverage for after hours activities, and monitoring of social media to prevent many issues before they arise.

RATIONALE: This job description includes all of the duties of Campus Security Officer with additional duties to include, but not limited to: disposition and follow up of school related Safe-2-Tells, scheduling and coordination of all site campus security officers, participation and leadership in school safety plans, working with transportation to coordinate safety and logistical issues as well as discipline issues on the buses pertaining, additional days to support and plan for school safety and training of personnel, and other duties as assigned

RELEVANT DATA AND EXPECTED OUTCOMES: Improved campus security and equitable compensation for extra duties performed above and beyond the duties of all campus security officers.

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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Safety is a priority in District 49. A Lead Campus Security Officer will work with administration to ensure that procedure and practices are in place to ensure the safety of all students and staff. Recognition of and compensation for these additional duties above and beyond the role of Campus Security Officer supports D49 as the best district in Colorado to learn, work and lead.
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: Yes – Zone funding

AMOUNT BUDGETED: Additional \$5000.00 per year

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: This position was discussed at the July 9th board meeting. I move to approve the Lead Campus Security Officer job description.

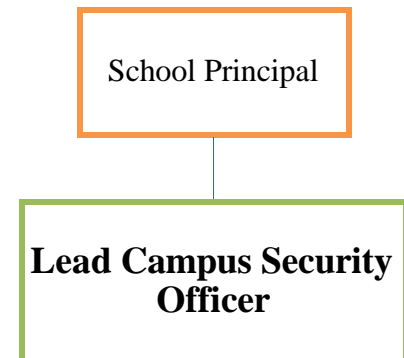
APPROVED BY: Peter Hilts, Chief Education Officer

DATE: 07/31/15

LEAD CAMPUS SECURITY OFFICER

Job Title:	Lead Campus Security Officer
Initial:	August 13, 2015
Revised:	
Work Year:	200 days
Office:	Education Office
Department:	Assigned School
Reports To:	School Principal
FLSA Status:	Non-exempt
Pay Range:	Educational Support Personnel Range 14

Related Organization Chart



SUMMARY: The Lead Campus Security Officer is responsible for coordinating safety and logistical issues associated with monitoring school activities to ensure the safety and security of students, staff and visitors.

ESSENTIAL DUTIES & RESPONSIBILITIES

The following statements of essential functions 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 on building assignment and other factors.

- Performs duties of Campus Security Officer.
- Creates schedules for campus security officers, ensuring security needs are met at school and school related functions.
- Trains all newly hired zone security officers.
- Works closely with the Director of Safety and Security regarding safety preparedness (i.e. student/staff identification, drills, safety plans).
- Coordinates safety and logistical issues as well as discipline issues on the buses pertaining to students and the transportation department.
- Collaborates with administration to develop and execute tardy processes and hallway pass processes.
- Supports student groups on and off campus as needed.
- Monitors social media for signs of bullying, drugs, parties, and suicidal students. Advises school administration of homicidal/suicidal threat assessments associated with the school location.
- Communicates with medical personnel, the Director of Safety and Security, parents and others in crisis situations or medical emergencies.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

-
- Participates in anti-bullying strategies and proactively addresses student concerns brought up verbally or through social media with the assistance of counselors and administrators.
 - Performs background research on all new students who come in from group homes, are on probation/parole or who have known incidents from other schools.
 - Acts as a point of contact for teachers regarding students, the school and other issues pertaining to the safety and wellbeing related to the school site and students.
 - In coordination with administration, serves as a primary contact for Safe2Tell reports associated with the assigned location.
 - Works closely with the Sheriff's office as well as Alliance Dogs in the coordination of drug/bomb sweeps at the school location.
 - As needed, assists School Resource Officer regarding any issues that come up at the school location.
 - As needed, attends court hearings for any situation that arises from an arrest.
 - Works closely with probation officers regarding students at the school, and the diversion program for El Paso County.
 - Coordinates with district administrators regarding expulsions hearings.
 - Performs other related duties as assigned.

Supervision & Technical Responsibilities:

- This position does not directly supervisory other staff. However, the Lead Campus Security Officer provides day-to-day direction to the Campus Security Officers and may provide input to evaluations.

Budget Responsibility:

- This position has no budgetary responsibilities at this time.

QUALIFICATIONS

The requirements listed below are representative of the education, experience, knowledge, skills, and/or abilities required for this position:

Education & Training:

- High School diploma or equivalent

Experience:

- Three plus years in campus security and/or law enforcement work with a minimum of two years school setting experience

Knowledge Skills & Abilities:

- Excellent oral and written communication skills.
- English language skills
- Leadership and management skills desired
- Basic math and accounting skills
- Ability to diffuse and manage volatile and stressful situations
- Ability to intervene in physical altercations or physically restrain people
- Customer service and public relations skills
- Critical thinking and problem solving skills
- Organizational skills
- Ability to manage multiple priorities and tasks with frequent interruptions
- Ability to communicate effectively with various stakeholders

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

-
- Ability to maintain excellent attendance
 - Ability to perform responsibilities without the necessity of close supervision
 - Must be proficient in the use of personal computers and common software applications including Microsoft Word, Excel, Outlook, and Power Point

Certificates, Licenses, & Registrations:

- Criminal background check required for hire
- Valid Colorado driver's license required for hire

OTHER WORK FACTORS

The physical demands, work environment factors and mental functions described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Physical Demands:

While performing the duties of this job, the employee is regularly required to walk and hear. The employee frequently is required to stand; use hands to finger, handle, or feel; reach with hands and arms; talk. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; or smell. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Work Environment:

While performing the duties of this job, the employee will work primarily in a usual office or school environment. The employee is frequently exposed to outdoor weather conditions. 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 communicate, compare, analyze, coordinate, instruct, evaluate, and use interpersonal skills. Occasionally required to compile, copy, compute and negotiate.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

BOARD OF EDUCATION AGENDA ITEM 7.05

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	K. Rigdon, Coordinator of Curriculum, Instruction and Assessments
TITLE OF AGENDA ITEM:	CASB Recommended Policy Revisions
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: We seek to continuously improve our processes in the district. The Colorado Association of School Boards (CASB) periodically publishes Policy Parameters and Special Policy Updates to inform boards and staff about changes to federal and state law and to provide pertinent policy updates to CASB's sample policies.

RATIONALE: Administrative regulation development and revision and systematic review of district policies are designed to increase the probability of an effective and efficient school system.

RELEVANT DATA AND EXPECTED OUTCOMES:

No.	Designation	Title	Reviewed by	Recommendations
7.05a	ILBC	Literacy and Reading Comprehension Assessments	K. Rigdon	<ul style="list-style-type: none"> New title: Early Literacy and Reading Comprehension (Colorado READ Act) Reflect new legislation and current practice in district
7.05b	IKA	Grading/Assessment Systems	K. Rigdon	<ul style="list-style-type: none"> House Bill 15-1323 includes policy requirements that must be adopted prior to the upcoming school year

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

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After review and discussion, move to approve the revisions to policy ILBC and temporarily approve revisions to policy IKA to meet statutory requirements.



BOE Regular Meeting August 13, 2015
Item 7.05 continued

REVIEWED BY: Peter Hiltz, Chief Education Officer

DATE: July 31, 2015

Title	Literacy and Reading Comprehension Assessments (Colorado READ Act) (Third Grade Literacy)
Designation	ILBC
Office/Custodian	Education/Executive Director of Learning Services

The Board believes reading is the skill most closely associated with success in school. In accordance with this belief and state law, the District shall **provide students enrolled in kindergarten, first, second and third grades with instructional programming and interventions to enable these students, to the greatest extent possible, to achieve reading competency and attain the skills necessary to achieve the Board's and state's academic achievement goals.** ~~annually assess the reading readiness level of every kindergarten student and the literacy and reading comprehension level of every first, second, and third grade student. This assessment may be done in conjunction with content standard assessments.~~

Assessments and READ Plans

In accordance with the Colorado Reading to Ensure Academic Development Act (READ Act) and applicable State Board of Education rules, the district shall assess the reading readiness level of every kindergarten student and the literacy and reading comprehension level of every first, second and third grade student. If the assessment of the student indicates the student has a significant reading deficiency, a READ plan shall be developed for the student in accordance with this policy's accompanying regulation.

~~Reading readiness and literacy and reading comprehension shall be measured by an assessment instrument approved and identified by the State Board of Education. Additional assessments are encouraged and may be used at any time at the discretion of the teacher to make instructional decisions. An individual literacy plan shall be formulated for every student below fourth grade whose reading readiness or literacy and reading comprehension are below the level established by law.~~

~~This individual literacy plan will be formulated by the teacher and school administration in conjunction with the student's parents/guardians. The plan shall include, but need not be limited to, the following:~~

- ~~1. Sufficient in-school instructional time to develop readiness, literacy, and reading comprehension skills.~~
- ~~2. An agreement by the student's parents/guardians to implement a home reading program that supports and coordinates with the effort at school.~~
- ~~3. Placement, if necessary, of the student in a summer reading tutorial program.~~

~~Each semester, students on individual literacy plans will be reassessed. The plan shall continue until the pupil is reading at or above grade level.~~

Student retention due to student's significant reading deficiency

The decision to retain a student due to the student's significant reading deficiency shall be made in accordance with the Board's policy concerning the promotion and retention of the students and applicable law. (IKE, IKE-R)

The meeting to discuss the possible retention of a student with significant reading deficiency and the notice required by the READ Act are addressed in this policy's accompanying regulation.

Beginning in the 2016-17 school year, if a decision is made to promote a student to fourth grade even though the student continues to be identified as a student with a significant reading deficiency, the CEO or CEO's designee shall make the final decision regarding whether the student is promoted or retained.

~~Failure to be reading at or above the level established by law may, in coordination with other district requirements, result in retention.~~

Reporting

The district shall annually report to the Colorado Department of Education (CDE) the state-assigned student identifier for each student enrolled in the district who has a READ plan. Other information required by the READ Act and applicable State Board of Education rules shall also be reported to CDE.

The District shall also use the reported student data to develop and implement district and school improvement plans in accordance with the Education Accountability Act of 2009 and applicable State Board of Education rules.

~~The District shall annually report to the Colorado Department of Education:~~

- ~~1. The number and percentage of students enrolled in third grade in the school district who read at or above the third-grade level.~~
- ~~2. The number and percentage of students enrolled in the school district who have an individual literacy plan.~~
- ~~3. The number and percentage of students enrolled in the school district who have increased their literacy and reading comprehension levels by two or more grades during one year of instruction.~~

- Adopted: May 21, 1998
- Revised: August 10, 2000
- Revised: April 28, 2010
- **Revised: August 13, 2015**

LEGAL REFS:

- ~~C.R.S. 22-7-501 et seq. (Colorado Basic Literacy Act)~~
- **C.R.S. 22-7-1204 – C.R.S. 22-7-1208 (*Colorado READ Act*)**

Title	Grading/Assessment Systems
Designation	IKA
Office/Custodian	Education/Executive Director of Learning Services

The Board of Education believes that students will respond more positively to the opportunity for success than to the threat of failure. The district shall seek, therefore, in its instructional program to make achievement both recognizable and possible for students. It shall emphasize achievement in its processes of evaluating student performance.

State assessment system

State and federal law require district students to take standardized assessments in the instructional areas of English language arts, math and science. State law also requires students to take standardized assessments in the instructional area of social studies. Accordingly, the district shall administer standardized assessments pursuant to these state and federal legal requirements.

State law also requires the district to adopt policies and/or procedures concerning the use of pencil and paper on the computerized portion of state assessments; parent requests to excuse their children from taking state assessments; and the district's assessment calendar. This policy and its accompanying regulation represent the district's processes to address these requirements.

1. Pencil and paper testing option

The district may determine that a specific classroom or school within the district will use pencil and paper to complete the computerized portions of a state assessment. Factors that will be considered in making this determination include:

- the technological capacity and resources of the particular school/classroom;
- students' previous experience with computerized and written assessments;
- whether the instructional methodology of the particular school/classroom is consistent with the use of computerized assessments or written assessments; and
- the logistics of administering the state assessment in different formats at a particular school or schools.

Prior to making this determination, the Chief Education Officer or designee shall consult with the school principal(s) affected by this determination as well as parents/guardians of students enrolled in the district.

For students with disabilities, the use of pencil and paper instead of a computer to complete a state assessment shall be determined by the student's Individualized Education Program (IEP) team or Section 504 team, in accordance with applicable law.

2. Parent/guardian request for exemption

A parent/guardian who wishes to exempt his or her child from a particular state assessment or assessments shall make this request in accordance with this policy's accompanying regulation.

In accordance with state law, the district shall not impose a negative consequence upon a student whose parent/guardian has requested an exemption from a state assessment or assessments.

This policy's exemption process shall apply only to state assessments and shall not apply to district or classroom assessments.

3. Sharing of student state assessment results with parents/guardians

The Colorado Department of Education is required to provide diagnostic academic growth information for each student enrolled in the district and for each public school in the district based on the state assessment results for the preceding school years. This information shall be included in each student's individual student record. Appropriate school personnel, including those who work directly with the student, shall have access to the student's state assessment results and longitudinal academic growth information and shall share with and explain that information to the student's parent/guardian.

District Assessment system

In addition to the state assessment system, the district has developed a~~The principal shall implement a comprehensive program of assessment system that: adequately measures each student's progress toward and achievement of the Colorado Academic Standards. The program of student assessment shall:~~

- challenges students to think critically, apply what they have learned and gives them the opportunity to demonstrate their skills and knowledge;-
- includes "early warning" features that allow problems to be diagnosed promptly to let students, teachers and parents/guardians know that extra effort is necessary;-
- provides reliable and valid information on student and school performance to educators, parents/guardians and employers'; **and**
- provides timely and useful data for instructional improvement and improved student learning, including feedback useful in determining whether the curriculum is aligned with the **district's**~~Colorado Academic~~ S standards.

In accordance with applicable law, the district's~~program of assessment system~~ shall accommodate students with disabilities **and English language learners**~~or limited English proficiency.~~

Each school's assessment results, in combination with state assessment results, will be used as a~~the~~ measurement of student achievement. **It is believed these results will provide reliable and valid information about student progress on the district's academic standards.** ~~The principal shall utilize school, district and state assessments to evaluate school-wide achievement and plan for continuous improvement.~~

~~The Colorado Department of Education is required to provide diagnostic academic growth information for each student enrolled in the district and for each public school in the district based on the state assessment results for the preceding school years. This information shall be included in each student's individual student record. Appropriate school personnel, including those who work directly with the student, shall have access to the student's statewide assessment results and longitudinal academic growth information and shall explain that information to the student's parent/guardian.~~

Additional assessment information for parents/guardians

In accordance with state law and this policy's accompanying regulation, the district shall distribute an assessment calendar and related information to parents/guardians on an annual basis to inform them about the state and district assessments that the district plans to administer during the school year.

Classroom assessment system

Classroom assessment practices shall be aligned with the **district's academic standards** ~~Colorado Academic Standards~~ and the state assessment program, ~~Colorado Measures of Student Success (CMAS)~~. Assessment is an integral part of the teaching and learning process that should occur continuously in the classroom. The primary purpose of classroom assessment shall be to enable teachers to make instructional decisions for students on a continual basis.

Students are encouraged to engage in information self-assessments as they study and attempt to solve problems, monitor their own progress and improve their learning.

Grading system

The administration and professional staff shall devise a grading system for evaluating and recording student progress and to measure student performance in conjunction with the ~~Colorado Academic Standards~~ **district's academic standards**. Records and reports of individual students shall be available in a form that will be meaningful to parents/guardians as well as teachers. Peer grading of student assignments and classroom assessments is permissible. The intent of this practice is to teach material again in a new context and to show students how to assist and respect fellow students.

The Board shall approve the grading, reporting, and assessment systems of schools and zones as developed by the professional staff, upon recommendation of the Chief Education Officer.

The Board recognizes that classroom grading and/or assessment systems, however effective, are subjective in nature but urges all professional staff members to conduct student evaluations as objectively as possible.

- Adopted: September 2, 1999
- Revised: July 12, 2001
- Revised: July 11, 2002
- Revised: June 30, 2011
- Revised: July 10, 2014
- Revised: March 12, 2015
- **Temporary Revision: August 13, 2015**

LEGAL REFS:

- ~~C.R.S. 22-7-407 (district academic standards)~~
- C.R.S. 22-7-1006.3409(1) (state assessment implementation schedule)
- **C.R.S. 22-7-1006.3 (1)(d) (district must report to CDE the number of students who will take the state assessment in a pencil and paper format)**
- ~~C.R.S. 22-7-409 (1.2)(d)(II) (assignment of scores on statewide assessments for students with disabilities)~~
- C.R.S. 22-7-1006.3409 (1.9)(7)(d) (state assessment results included on student report card if feasible; results of college entrance exam included on student transcripts)
- **C.R.S. 22-7-1006.3 (8)(a) (policy required to ensure explanation of student state assessment results)**
- **C.R.S. 22-7-1013 (1) (district academic standards)**
- **C.R.S. 22-7-1013 (6) (policy required regarding the use of pencil and paper on state assessments)**

- **C.R.S. 22-7-1013 (7)** (*procedure required concerning distribution of assessment calendar to parents/guardians*)
- **C.R.S. 22-7-1013 (8)** (*policy and procedure required to allow parents to excuse their children from participation in state assessments*)
- C.R.S. 22-11-101 et seq. (*Education Accountability Act of 2009*)
- C.R.S. 22-11-203 (2)(a) (*principal required to provide educators access to their students' academic growth information "upon receipt" of that information*)
- C.R.S. 22-11-504 (3) (*policy required to ensure explanation of student **state** assessment results and longitudinal growth information*)

CROSS REFS:

- AEA, Standards-based Education
- AED, Accreditation
- IK, Academic Achievement
- JRA/JRC, Student Records/Release of Information on Students

BOARD OF EDUCATION AGENDA ITEM 7.06

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Brett Ridgway, Chief Business Officer
TITLE OF AGENDA ITEM:	2014/15 Supplemental Budget for Fund 16
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Colorado Revised Statute 22-44-110(5) indicates that "...where money for a specific purpose from other than ad valorem taxes subsequently becomes available to meet a contingency, the board may adopt a supplemental budget for expenditures not to exceed the amount of said money and may appropriate said money therefrom." This action item is presented to satisfy that legal requirement.

In February 2015, we executed a board-approved refinancing of Certificates of Participation. One of the unique aspects of Colorado public fund accounting is its use of a 'modified accrual' basis of accounting. So, while most people used to a true full accrual, private-sector, accounting process would not see a refinance impacting the income statement (revenue and expense accounts) in anything other than a net result, our process requires what one might call 'gross value' accounting entries. Since this very infrequent, and involves such large dollars, we chose to wait for our auditors, Hoelting & Company to provide guidance during their interim fieldwork visit in June 2015 to determine the final accounting entries that would be necessary and, by extension, the necessary budget to reflect those accounting entries.

RATIONALE: Public fund accounting is pseudo cash-basis, which means that many transactions that end up only effecting the balance sheet go through the income statement to get there. There are valid reasons for that, but none that are effectively communicated in this setting.

RELEVANT DATA AND EXPECTED OUTCOMES: We believe that the new appropriation level will be sufficient to cover the already planned spend and the additional resources identified from the refinance.

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

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

FUNDING REQUIRED: Yes

AMOUNT BUDGETED: \$62,581

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the Supplemental Fund 16 District Budget for fiscal year 2014-15 as presented by the Administration.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 6, 2015

EL PASO COUNTY SCHOOL DISTRICT 49 2015-2016 SUPPLEMENTAL BUDGET

FUND: 16 MILL LEVY OVERRIDE - CoP REPAYMENT GENERAL FUND
- MLO-Op GENERAL FUND

DESCRIPTION:	This fund is used to account for mill levy override revenue and expenditures including the interest and principal payments of the Certificates of Participation (COP) As well as monies used for MLO-Op spends according to the parameters of ballot issue 3A passed in November 2014.
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		2010-2011	2011-2012	2012-2013	2013-2014	BRIDGE TO	ADOPTED	BRIDGE TO	AMENDED	BRIDGE TO	SUPPLEMENTAL	2014-2015
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ADOPTED	BUDGET	ADOPTED	BUDGET	ADOPTED	BUDGET	BUDGET
BEGINNING FUND BALANCE:		\$ 10,953,894	\$ 12,429,140	\$ 13,539,391	\$ 14,455,692	\$ 895,503	\$ 15,351,195	\$ 33,750	\$ 15,384,945	\$ 0	\$ 15,384,945	
REVENUE:	SOURCE											
Local Property Taxes	1100	\$ 6,851,253	\$ 6,523,478	\$ 6,499,701	\$ 6,522,435	\$ (8,257)	\$ 6,514,178	\$ 0	\$ 6,514,178	\$ 0	\$ 6,514,178	
Specific Ownership Taxes (SOT)	1100	619,748	656,540	572,288	675,156	(55,456)	619,700	0	619,700	0	619,700	
Property Tax Interest Earnings	1500	12,350	(9,236)	(18,074)	(37,117)	37,117	0	0	0	0	0	
SOT Interest Earnings	1500	16,270	15,115	24,672	15,662	(5,362)	10,300	0	10,300	0	10,300	
Other Reveue	1500	0	0	0	0	0	0	0	0	76,928,565	76,928,565	
TOTAL REVENUE:		\$ 7,499,621	\$ 7,185,897	\$ 7,078,588	\$ 7,176,137	\$ (31,959)	\$ 7,144,178	\$ 0	\$ 7,144,178	\$ 76,928,565	\$ 84,072,743	
TOTAL FUNDS AVAILABLE:		\$ 18,453,515	\$ 19,615,037	\$ 20,617,979	\$ 21,631,829	\$ 863,544	\$ 22,495,373	\$ 33,750	\$ 22,529,123	\$ 76,928,565	\$ 99,457,688	
EXPENDITURES:	OBJECT											
Other Costs	0300	\$ 18,113	\$ 16,309	\$ 16,249	\$ 16,309	\$ 1,791	\$ 18,100	\$ 2,000,000	\$ 2,018,100	\$ 731,170	\$ 2,749,270	
COP Principal Payments	0900	1,745,000	1,875,000	2,045,000	2,225,000	200,000	2,425,000	9,185,711	11,610,711	76,197,394	87,808,105	
COP Interest Payments	0800	4,261,263	4,184,338	4,101,038	4,005,575	(105,263)	3,900,313	0	3,900,313	0	3,900,313	
TOTAL EXPENDITURES:		\$ 6,024,375	\$ 6,075,646	\$ 6,162,287	\$ 6,246,884	\$ 96,528	\$ 6,343,413	\$ 11,185,711	\$ 17,529,124	\$ 76,928,565	\$ 94,457,688	
ENDING FUND BALANCE:		\$ 12,429,140	\$ 13,539,391	\$ 14,455,692	\$ 15,384,945	\$ 767,016	\$ 16,151,961	\$ (11,151,961)	\$ 5,000,000	\$ 0	\$ 5,000,000	
Override Mills		9.800	9.800	9.800	9.800	0.000	9.800	0.000	9.800	0.000	9.800	
Assessed Valuation		\$703,938,280	\$662,871,630	\$663,717,810	\$664,597,320	\$0	\$664,597,320	25,127,240	\$689,724,560	-	\$689,724,560	
Increase (decrease) over prior year		0.62%	-5.83%	0.13%	0.13%	-0.13%	0.00%	3.78%	3.78%	0.00%	3.78%	



BOARD OF EDUCATION AGENDA ITEM 7.07

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Donna Richer, BOE Executive Assistant
TITLE OF AGENDA ITEM:	Appoint Board Representative to attend CASB's Delegate Assembly
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Colorado Association of School Boards (CASB) resolutions represent philosophy and belief statements that are core to the work of local school boards.

RATIONALE: Appointing a Board Representative to serve as a Delegate at the September Delegate Assembly ensures that the district takes an active role in helping to determine the issues on which CASB should proactively lobby for legislative change that will benefit local school boards and the students those boards serve.

RELEVANT DATA AND EXPECTED OUTCOMES: The Board's Delegate will represent the District in the Delegate Assembly.

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

FUNDING REQUIRED:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to appoint Marie LaVere-Wright as the Board Representative to serve as a Delegate at CASB's September Delegate Assembly.

APPROVED BY: Tammy Harold, Board President

DATE: July 31, 2015



BOARD OF EDUCATION AGENDA ITEM 7.08

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Donna Richer, Designated Election Official
TITLE OF AGENDA ITEM:	Approval of Intergovernmental Agreement between District 49 and El Paso County Clerk and Recorder for the November 2015 Election
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: In order to include District 49 School Director candidates in the November 3, 2015 Election, the District must enter into an intergovernmental agreement with the El Paso County Board of Commissioners, the El Paso County Clerk and Recorder, and the State of Colorado. The Board of Education has previously stated their intent to do so at the July 9, 2015 meeting where an election official was designated and the Intent to participate in the 2015 coordinated election was approved.

RATIONALE: District participation in the coordinated election with El Paso County will keep the district's election expenses down. The agreement specifically delineates the responsibilities of the county and those of the district.

RELEVANT DATA AND EXPECTED OUTCOMES: The estimated costs for District 49 for the November 3, 2015 election are \$31,141.02.

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

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

FUNDING REQUIRED: \$31,141.02 Estimated cost

AMOUNT BUDGETED: \$34,726

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the intergovernmental agreement between Falcon School District 49 and the El Paso County Board of Commissioners, the El Paso County Clerk and Recorder, and the State of Colorado, as presented to adopt the attached resolution stating that the Jurisdiction (Falcon School District 49) agrees to the terms and conditions of the Intergovernmental Agreement.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 3, 2015

INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY CLERK AND RECORDER
AND
FALCON SCHOOL DISTRICT NO. 49
Regarding the Conduct and Administration of the
November 3, 2015
COORDINATED ELECTION



Prepared by:

Chuck Broerman
El Paso County Clerk and Recorder
1675 West Garden of the Gods Road
Suite 2201
Colorado Springs, CO 80907
(719) 575-VOTE (8683)

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 18 day of June, 2015, by and between the **EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS** ("County"); **THE EL PASO COUNTY CLERK AND RECORDER** ("County Clerk") **Falcon School District 49** ("Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S. or the "Code") § 1-7-116(2), as amended, and the Rules of the Colorado Secretary of State (the "Rules"); the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties concerning the conduct of the November 3, 2015, Coordinated Election ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as required by law;

WHEREAS, the Colorado Constitution, Section 20 of Article X, requires the production of a mailed Ballot Issue Notice (also known as a "TABOR" notice) concerning certain ballot issues that will be submitted to the electors of the County and the Jurisdiction; and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this Coordinated Election.

NOW, THEREFORE, for and in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with El Paso County for this purpose and may include municipalities, school districts, and special districts within the El Paso County limits and the State of Colorado.
2. This election shall be conducted by El Paso County as a Mail Ballot Election.
3. FURTHER, the Parties agree as follows:

ARTICLE ONE

PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS:

- A. **"Coordinated Election Official"**, (hereinafter **"CEO"**) shall mean the El Paso County Clerk and Recorder as referenced in C.R.S. § 1-7-116(1)(a). The CEO shall act within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- B. **"Colorado Election Code"** or **"Code"** shall mean any part of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), the Colorado Local Government Election Code (Article 13.5 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- C. **"Coordinated Election"** shall mean an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions. The Coordinated Election for November, 2015, shall be held on November 3, 2015.
- D. **"Designated Election Official"** (hereinafter **"DEO"**), shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- E. **"IGA"** or **"Agreement"** shall mean Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- F. **"Jurisdiction"** shall mean those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.
- G. **"Mail Ballot Packet"** shall mean the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy sleeve, and a return envelope. C.R.S. § 1-7.5-103(5).
- H. **"SOS"** shall mean the State of Colorado Secretary of State.
- I. **"SOS Election Calendar"** shall mean the most recent 2015 election calendar as published on the SOS website located at

- 1.2 GOAL: The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.
- 1.3 COORDINATED ELECTION OFFICIAL: The County Clerk and Recorder shall act as the CEO in accordance with the Code and Rules and, as such, shall conduct the election for the Jurisdiction.
- 1.4 CONTACT PERSON: The CEO designates Liz Olson, or her designee, (Phone: 719-520-6222; E-Mail: lizolson@elpasoco.com) as the contact person to act as primary liaison between the CEO and the Jurisdiction. The contact person shall act under the authority of the CEO and shall have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the CEO herein. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.
- 1.5 DESIGNATED ELECTION OFFICIAL: The Jurisdiction shall appoint a DEO to act as primary liaison between the Jurisdiction and the CEO. The DEO shall have primary election responsibilities for all election procedures handled by the Jurisdiction. Except as otherwise provided in this Agreement, the DEO shall act as the designated election official for all matters under the Code and the Rules which require action by the DEO. From the date of execution of this Agreement through the official certification of the election, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- 1.6 APPLICABILITY: This Agreement shall be construed to apply to that portion of the Jurisdiction within El Paso County, State of Colorado.
- 1.7 TERM: This Agreement shall start as of the date of the last party's execution of this Agreement and shall continue through the official certification of the November 3, 2015, Coordinated Election.

- 1.8 LEGAL ADVICE: The Jurisdiction understands that the CEO and his designees do not provide legal advice to the Jurisdiction. The CEO and his designees may provide information to the Jurisdiction concerning the CEO's understanding of applicable laws and rules, but it is the responsibility of the Jurisdiction to contact its own attorney for legal advice.
- 1.9 RESPONSIBILITIES BEYOND THIS AGREEMENT: The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.
- 1.10 UPDATING OTHER CEO'S: For those Jurisdictions which extend beyond El Paso County, the Jurisdiction is responsible for keeping each county informed of any and all changes to its ballot language and Ballot Issue Notice language. It is also the Jurisdiction's responsibility to inform itself of all election procedures for each County.

ARTICLE TWO DUTIES OF THE COUNTY CLERK AND RECORDER (CEO)

The CEO shall perform the following duties for the election for the Jurisdiction:

- 2.0 VOTER REGISTRATION: Supervise, administer and provide the necessary facilities and forms for all regular voter registration sites and voter service and polling centers.
- 2.1 BALLOT PREPARATION: Layout the text of the ballot in a format that complies with the Code and the Rules. Provide ballot printing layouts and text for proofreading and for signature approval of the Jurisdiction. Certify the ballot content to the printer.
- 2.2 VOTER LISTS: Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector registered to vote in the Jurisdiction. This will not be a certified list, but may be used for checking signatures on candidate petitions. The Jurisdiction shall pay the CEO for the cost of such list. The Jurisdiction may choose to receive the list on CD or as a printed copy. The fee for furnishing the list shall be as follows:

List on CD = \$25.00 plus \$1.25 CD charge

List as a Printed Copy = \$25.00 and \$.05 per page

- 2.3 MAIL BALLOT PLAN: The CEO shall file the proposed election plan with the Secretary of State as required by C.R.S. § 1-7.5-105 (1).
- 2.4 ELECTION JUDGES/BOARD OF CANVASSERS/STAFF: The CEO shall appoint, receive appointments as required by law, compensate, instruct and oversee election judges, the Board of Canvassers, and any qualified number of additional election staff to adequately serve the number of electors registered to vote in the Coordinated Election.
- 2.5 ELECTION SUPPLIES: The CEO shall provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment.
- 2.6 LOGIC AND ACCURACY: The CEO shall conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Rules promulgated by the Secretary of State, including a hardware test, public logic and accuracy test, and a post-election test. The CEO shall select a testing board comprised of at least two persons, who are registered electors.
- The CEO shall conduct public testing of voting equipment prior to the commencement of voting. The public test shall be open to representatives of the political parties, the press and the public, pursuant to C.R.S. § 1-7-509(2)(b). The CEO shall select a testing board comprising of at least two persons who are registered electors. Notice of the fact that the public test will take place shall be posted in the designated public place for posting notices in the county for at least seven days before the public test.
- 2.7 PREPARE AND MAIL BALLOT PACKETS: The CEO shall prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110.
- 2.8 ELECTION DAY: The CEO shall provide Election Day telephone and in person support from 7:00 a.m. to the conclusion of the unofficial count on election night.
- 2.9 COUNTING OF BALLOTS: The CEO shall conduct and oversee the process of counting the ballots and reporting the results by precinct. Establish backup procedures and voting sites should the need arise. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the election. Provide personnel and all other necessary services for any recount as provided by the Code.

- 2.10 STORAGE: The CEO shall store all election records as required by the Code. Store all voted ballots and all other election materials for a minimum of twenty-five (25) months, to be saved in such a manner that they may be accessed by the participating jurisdictions, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.
- 2.11 PUBLIC NOTICE: The CEO shall provide notice by publication of a mail ballot election as required by C.R.S. § 1-7.5-107(2.5)(a)(I).
- 2.12 ADDRESS LIBRARY: The CEO shall send an Address Library Report to each Jurisdiction through electronic mail in conjunction with the delivery of this IGA.
- 2.13 BALLOT ISSUE NOTICE: The CEO shall determine the “least cost” method for mailing the Ballot Issue Notice package. Combine the text of the Ballot Issue Notice produced by the Jurisdiction with those of other Jurisdictions to produce the Ballot Issue Notice package. The CEO will determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis. All materials supplied by the Jurisdictions shall be kept together by individual Jurisdiction, and in the order supplied by the Jurisdiction, and with the same text as supplied.

The CEO shall print, address and mail the package to “All Registered Voters” at each address of one or more active registered electors of the Jurisdiction. Nothing herein shall preclude the CEO from sending the Ballot Issue Notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the CEO’s efforts to mail the Ballot Issue Notice package at “least cost.”

- 2.14 COSTS: The CEO shall keep a careful and accurate accounting of all chargeable items to the Jurisdiction. Costs shall include, but are not limited to: election judges and other associated election personnel, ballots and related election forms, printing, election supplies, legal notices paid for by the CEO, legal costs, postage, rental charges, related computer hardware and technical support, and any other fees reasonably related to conducting the 2015 Coordinated Election.

The CEO shall charge each Jurisdiction taking part in the election a proportional share of the actual costs of the election. This proportional share shall be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and the number of ballot issues and/or items to be included on the ballot for each Jurisdiction. A copy of such accounting shall be provided to the Jurisdictions at the time of billing.

Legal costs shall include, but are not limited to any costs incurred by El Paso County to enforce a provision of this Agreement or to defend any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 3, 2015, Coordinated Election.

El Paso County shall be the sole determiner as to whether legal counsel outside of the El Paso County Attorney's office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.

- 2.15 The CEO shall establish precincts, voter service and polling centers, and ballot drop-off locations as required by law, and cooperate with Jurisdictions in the petition verification process.

ARTICLE THREE DUTIES OF THE JURISDICTION

- 3.0 **AUTHORITY: The DEO shall provide the CEO with a copy of the ordinance or resolution** stating that the Jurisdiction will follow the election provisions of the Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement, including the time guidelines schedule attached hereto as these relate to the November 3, 2015, Coordinated Election. **The ordinance or resolution will also authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.**
- 3.1 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction designates the following as the DEO for the Jurisdiction to act as the primary liaison between the CEO with primary responsibility for the election procedures to be handled by the Jurisdiction.
- NAME: _____ DIRECT PHONE: _____
- 3.2 **CALL AND NOTICE:** The CEO shall publish the Notice as required by C.R.S. § 1-7.5-107 (2.5)(a)(I). If other notices are required by the Jurisdiction, it shall be the DEO's responsibility to comply with those requirements.
- 3.3 **PETITIONS:** The DEO shall perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations shall be made available through the office of the DEO for the Jurisdiction. Signatures on all petitions shall be verified by the Jurisdiction.

- 3.4 CAMPAIGN FINANCE: The DEO understands that all candidates running for office must become familiar with the requirements of Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The DEO understands that if a candidate accepts any contributions or makes any expenditures in furtherance of their candidacy, they must first form a candidate committee. The DEO understands that committees must be registered with the appropriate office before they accept contributions.
- 3.5 APPROPRIATE FILING OFFICE: The DEO understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The DEO understands that candidates for municipal elections or any issue committee formed to support or oppose any municipal ballot issue or question must file paperwork with the municipal clerk of the applicable municipality.
- 3.6 BALLOT PREPARATION: The DEO shall certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the CEO exactly as the list is to be printed on the ballot **by 5:00 P.M. on September 4, 2015. Certification is required electronically, which may include CD or email, and a hard copy. The Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.**

The DEO shall email a recording of correct pronunciation to LizOlson@elpasoco.com or call the CEO at (719) 520-6222 and leave an audio recording of the candidate's name in the voice mail box. The Jurisdiction must provide the preferred abbreviation of any candidate's name that exceeds 20 characters for reports and web page display only.

The Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate.

The Jurisdiction understands that it must wait and that it must instruct ballot issue committees and coordinating entities to wait before numbering a ballot issue and/or ballot question until the CEO has assigned a number to the respective ballot issue and/or ballot question.

- 3.7 PROOFING: The DEO shall proofread the layout and the text of the Jurisdiction's portion of the official ballots before authorizing in writing the printing of the ballots. Such authorization shall be made **WITHIN THREE (3) HOURS** of the CEO's email or fax transmission to the DEO. The expected date and time for this proofing will be between 8:00 a.m. and 5:00 p.m. on Friday, September 11, 2015. Should the DEO fail to contact the CEO within three (3) hours of the CEO's email or fax transmission, the CEO shall not be held responsible for any errors or omissions should they proceed with the printing of the ballots.
- 3.8 BOUNDARIES: As required by Rule 4.1.3, the Jurisdiction shall certify the completeness and accuracy of the SCORE address library for the addresses within the Jurisdiction to the CEO by August 25, 2015. If the Jurisdiction finds a discrepancy, it shall provide to the CEO by August 25, 2015, an accurate map of its boundaries. The CEO and El Paso County shall not be held liable for any actions, errors or omissions deriving from the Jurisdiction's failure to notify the CEO of a discrepancy of its boundaries by August 25, 2015.
- 3.9 SPECIAL DISTRICTS – PROPERTY OWNER VOTER LISTS: The CEO will mail ballot packets to each eligible elector included on the property owner list provided by the DEO. Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the CEO. The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list which was provided with this IGA. The Jurisdiction is also responsible for verifying that each of the eligible electors on their prepared list is registered to vote in the state of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>. The list of eligible electors must be submitted to the CEO no later than September 30, 2015, and must include the voter's full name, mailing address, and Colorado Voter ID number.
- 3.10 BALLOT ISSUE NOTICE: The Jurisdiction shall prepare the language for the Notice for each ballot issue relating to Section 20, Article X of the Colorado Constitution. The language shall consist only of a concise title in the format as described in the attached "Ballot Issue Notice Example Page", and pro and con summaries each of 500 words or less. The Ballot Issue Pro/Con comments shall be delivered to the Jurisdiction's DEO **by September 18, 2015, or September 21, 2015, as applicable**. The Ballot Issue Notice including the summarized comments shall be delivered to the CEO **by 5:00 p.m. September 22, 2015**, for inclusion in the Notice.

The CEO shall mail Ballot Issue Notices to each household with at least one active registered voter as well as each household included on the list provided from section 3.9 of this IGA. The Notice may include only those ballot issues that electors receiving the Notice are eligible to vote on based upon their residential address.

- 3.11 ELECTION DAY: The Jurisdiction shall provide support on Election Day via telephone from 7:00 a.m. until counting of the ballots is completed.
- 3.12 RECOUNT: The Jurisdiction shall be responsible for costs of a recount pursuant to C.R.S. § 1-10.5-101 and § 1-11-215 except for costs collected from an "interested party" pursuant to C.R.S. § 1-10.5-106 which shall be collected by the entity conducting the recount.
- 3.13 PAYMENT OF COSTS: The Jurisdiction shall reimburse the County for such costs allocated to the Jurisdiction within thirty (30) days of date of billing.
- 3.14 ESTIMATED COSTS: The estimated cost for the Jurisdiction's portion of the election is approximately **\$31,141.02**. It is understood and agreed that this is a cost estimate and the actual cost may be higher or lower depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the Coordinated Election. The Jurisdiction further agrees to pay a deposit of **\$15,570.51** which is 50% of the estimated cost to the CEO at the time of signing this agreement. The CEO will maintain the deposit in a separate account and will remit any funds not used for the election to the Jurisdiction.
- 3.15 CANVASS BOARD: Each DEO may recommend a registered elector to serve as a canvass board member. To be considered, names must be submitted to Liz Olson, (719) 520-6222 or lizolson@elpasoco.com not later than 5:00 p.m. on Thursday, October 1, 2015. If no names are submitted for consideration, the CEO will appoint two registered electors to serve with the County Clerk and Recorder as the Canvass Board.

ARTICLE FOUR CANCELLATION OF THE ELECTION

- 4.0 In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208 and notice of such resolution shall be immediately provided to the CEO. The Jurisdiction shall within thirty (30) days promptly pay the CEO the Jurisdiction's proportional share of the activities of the CEO relating to the election incurred both before and after the receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the election and a copy of the notice shall be posted in the office of the CEO, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

ARTICLE FIVE
LIABILITY

- 5.0 The Jurisdiction agrees to indemnify, defend, and hold harmless the County to the extent permitted by law, from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the Jurisdiction in completing its responsibilities relating to the November 3, 2015, Coordinated Election. Nothing in this provision shall be deemed to waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SIX
MISCELLANEOUS

- 6.0 APPROPRIATION: Both the County and the Jurisdiction intend and commit to use all good faith and due diligent efforts to honor their respective financial obligations as set forth in this Agreement.
- 6.1 NOTICES: Any and all notices required to be given by the Parties by this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a fax was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing:

To County Clerk: Liz Olson, Election Manager
and Recorder's El Paso County Clerk and Recorder
contact person P.O. Box 2007
Colorado Springs, Colorado 80901-2007
FAX: 719-520-7327

With a copy to: El Paso County Attorney
200 South Cascade Avenue
Suite 150
Colorado Springs, Colorado 80903-2208

To Jurisdiction: _____
Attn: _____
Address: _____
City, State, Zip _____

- 6.2 AMENDMENT: This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.
- 6.3 INTEGRATION: The Parties acknowledge that this written Agreement, along with any attachments, constitutes the sole agreement between them relating to the subject matter hereof, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.
- 6.4 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT: In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the El Paso County Board of County Commissioners, this Agreement shall be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this agreement.
- 6.5 TIME OF ESSENCE: Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement.
- 6.6 ATTACHMENTS: The following are attached and made a part of this Agreement:
1. DEO Contact Information (pg. 15)
 2. Format Information Page (pg. 16)
 3. Ballot Issue Notice Example Page (pg. 17-18)
 4. Sample Candidate Ballot Layout (pg. 19)
 5. Appointment of Observer by Jurisdiction Form (pg. 20)
 6. Appointment of Canvass Board Members Form (pg. 21)
 7. Sample Address Library (pg. 22)
 8. 2015 Election Calendar
 9. Voter Registration List (For Special Districts only)

IN WITNESS WHEREOF, the Parties have hereto signed this Agreement to be effective as of the date written in the first paragraph above. Pursuant to Resolution No. 15-253, the El Paso County Clerk and Recorder (CEO) is authorized to execute this Agreement on behalf of the Board of County Commissioners, El Paso County, Colorado.

Jurisdiction Name: _____

El Paso County Clerk and Recorder

Date: _____

Signature of DEO

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Attorney's Office

Jurisdiction's Legal Counsel

Date: _____

Date: _____

DEO Contact Information

*Please Print or type

Jurisdiction: _____

Designated Election Official (DEO): _____

Fax Number: _____

Email Address: _____

Business Hours: _____

Telephone Numbers (during normal business hours):

Emergency Telephone Numbers (before and after normal business hours):

Election Day (telephone numbers from 7:00 a.m. Election Day to 12:00 a.m. the following day):

Certification Format Information Page

Ballot certification is required in two formats, a paper copy and an electronic copy. The electronic copy may be on a CD or emailed to lizolson@elpasoco.com. The electronic copy may not be in pdf format. All must be received no later than 5:00 p.m. on September 4, 2015. The electronic version must be provided using MS Word format or similar editable format. No PDF versions will be accepted.

- CD: These requirements apply to the ballot content, as well as the TABOR notice information. CD ROM Disk (compatible for use on any PC based CD reader) using MSWord. The CD must be labeled with the Jurisdiction's name, document title (file name), program used to create the document, contact person and phone number.
- FONT: All fonts must be Arial 10 pt.
- MARGINS: Set margins as follows:
Side margins are 1.75", top and bottom at 1.5". Page format should be standard letter size paper.
- SPACING: All text must have single line spacing.
- TEXT: For Ballot Issue Notice, all ballot issue text must be typed in CAPITAL LETTERS. Pro/Con statements must appear in upper and lower case. Ballot questions must be typed in upper lower case.
- TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.
- Audio: The DEO shall email a recording of correct pronunciation to LizOlson@elpasoco.com at (719) 520-6222 and leave an audio recording of the candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue Notice

Example Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:

[Name]

[Title]

[Address]

[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A
REFERRED MEASURE]

[DISTRICT NAME]

EL PASO COUNTY, STATE OF COLORADO

Election Date: [Insert Election Date]

Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[Insert Ballot title and Text of Question. ALL TEXT IN UPPERCASE]

Information:

The below information is not required with your ballot certification on 9/4/15. It is required with your Ballot Issue Notice submission which is due on 9/22/15.

Fiscal Year Spending Information:

2010 (Current fiscal year estimated)	[\$1,000,000]
2009 (Actual)	[\$1,000,000]
2008 (Actual)	[\$1,000,000]
2007 (Actual)	[\$1,000,000]
2006 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]

Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase: [amount of spending]

Information on Current Bonded Debt:

Principal amount: [\$1,000,000]

Maximum annual repayment cost: [\$1,000,000]

Total repayment cost: [\$1,000,000]

Information on Proposed Bonded Debt:

Principal amount:	[\$1,000,000]
Maximum annual repayment cost:	[\$1,000,000]
Total repayment cost:	[\$1,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder’s office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here

Length of Term here

(Vote for not more than ?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of the Office here

Length of Term here

(Vote for not more than ?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Appointment of Observer by Jurisdiction for Public Logic and Accuracy Test of Voting Equipment (Optional)

Jurisdiction Name: _____

Designated Election Official (DEO): _____

Name of Observer Appointed: _____

Observer's Contact Telephone Numbers:

Signature of Designated Election Official

Date

Please return this page with the signed IGA if you choose to appoint an observer for the Public Logic and Accuracy testing of voting equipment.

Once the date of the Public Logic and Accuracy test has been set, the appointed observer will be notified. The date of the Public Logic and Accuracy test will be posted on the Elections webpage at <http://car.elpasoco.com/election>.



RESOLUTION

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN
FALCON SCHOOL DISTRICT 49
AND THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS,
THE EL PASO COUNTY CLERK AND RECORDER,
AND THE STATE OF COLORADO**

BE IT RESOLVED THAT THE Intergovernmental Agreement between Falcon School District 49 and the El Paso County Board of County Commissioners, the El Paso County Clerk and Recorder, and the State of Colorado concerning a Coordinated Election of November 3, 2015, be approved, and

BE IT FURTHER RESOLVED that Falcon School District 49 will follow the election provisions of the Code and will participate in the Coordinated Election in accordance with the terms and conditions of the Intergovernmental Agreement, including the time guidelines scheduled attached hereto as these relate to the November 3, 2015, Coordinated Election. The Board of Education authorizes the school designated election official to execute this agreement.

ADOPTED AND APPROVED this 13th day of August, 2015.

Tammy Harold, Board President
Falcon School District 49

(SEAL)

ATTEST:

Marie LaVere-Wright, Board Secretary
Falcon School District 49

BOARD OF EDUCATION AGENDA ITEM 8.01

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Jay Hahn, EXCEL Dean
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 July 2015.

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

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, CEO

DATE: July 31, 2015

BOARD OF EDUCATION AGENDA ITEM 8.02

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Donna Richer, Executive Assistant to the BOE
TITLE OF AGENDA ITEM:	Process Improvement Update
ACTION/INFORMATION/DISCUSSION:	Information/Review

BACKGROUND INFORMATION, DESCRIPTION OF NEED: We seek to continuously improve our processes in the district.

RATIONALE: Administrative regulation development and revision and systematic review of district policies are designed to increase the probability of an effective and efficient school system.

RELEVANT DATA AND EXPECTED OUTCOMES:

No.	Designation	Title	Reviewed by	Recommendations
8.02a	AC-E-1	Nondiscrimination/Equal Opportunity	Z. Craddock	<ul style="list-style-type: none"> Revise job title
8.02b	AC-R	Nondiscrimination/Equal Opportunity	Z. Craddock	<ul style="list-style-type: none"> Revise job title
8.02c	DAB-E	Financial Administration	R. Johanson	<ul style="list-style-type: none"> CASB recommendation to comply with Public School Financial Transparency Act
8.02d	ILBC-R	Literacy and Reading Comprehension Assessments	K. Rigdon	<ul style="list-style-type: none"> New title: Early Literacy and Reading Comprehension (Colorado READ Act) Reflect new legislation and current practice in district
8.02e	IKA-R	Grading/Assessment Systems	K. Rigdon	<ul style="list-style-type: none"> HB 15-1323 includes policy requirements that must be adopted prior to the upcoming school year
8.02f	JB-R	Equal Education Opportunities	Z. Craddock	<ul style="list-style-type: none"> Revise job title
8.02g	JLF-R	Report of Child Abuse	Z. Craddock	<ul style="list-style-type: none"> Revise job title
8.02h	KEA-R	Stakeholder Grievance	Z. Craddock	<ul style="list-style-type: none"> Revise job title
8.02i	KLG	Relations with State Agencies	D. Richer	<ul style="list-style-type: none"> Reviewed with no recommended changes

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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	

BOE Regular Meeting August 13, 2015
Item 8.02 continued

Rock #5 — Customize our educational systems to launch each student toward success	
--	--

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Information only

REVIEWED BY: Chief Officers

DATE: July 31, 2015



BOARD-APPROVED POLICY OF DISTRICT 49

Title	Nondiscrimination/Equal Opportunity
Designation	AC-E-1
Office/Custodian	Education/Director of Culture & Services

In compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act of 2008, Colorado law and District administrative policy AC (Nondiscrimination/Equal Opportunity), Falcon School District 49 does not discriminate on the basis of disability, race, creed, color, sex, sexual orientation, gender identity/expression, national origin, religion, ancestry, need for special education services, age, marital status, genetic information, or physical characteristics in admissions, access to, treatment, or employment in educational programs or activities which it operates.

Complaint procedures have been established for students, parents, employees and members of the public. The following person has been identified as the compliance officer for the District:

Dr. Louis Fletcher, ~~Coordinator for Cultural Capacity~~ **Director of Culture & Services**
10850 E. Woodmen Road
Falcon, CO 80831
719-495-1105

Outside agencies

Complaints regarding violations of Title VI (race, national origin), Title IX (sex/gender), Section 504/ADA (disability), may be filed directly with the Office for Civil Rights, U.S. Department of Education, 1244 N. Speer Blvd., Suite 310, Denver, CO 80204. Complaints regarding violations of Title VII (employment) and the ADEA (prohibiting age discrimination in employment) may be filed directly with the U.S. Equal Employment Opportunity Commission, 303 E. 17th Ave., Suite 510, Denver, CO 80202, or the Colorado Civil Rights Commission, 1560 Broadway, Suite 1050, Denver, CO 80202.

- **Adopted:** May 8, 2014
- Revised: September 11, 2014
- **Revised: August 13, 2015**



BOARD-APPROVED POLICY OF DISTRICT 49

Title	Nondiscrimination/Equal Opportunity
Designation	AC-R
Office/Custodian	Education/Director of Culture & Services

Falcon School District 49 is committed to providing a working and learning environment that is free from discrimination and harassment. The District shall promptly respond to concerns and complaints of unlawful discrimination and/or harassment; take action in response when unlawful discrimination and/or harassment is discovered; impose appropriate sanctions on offenders in a case-by-case manner; and, protect the privacy of all those involved in unlawful discrimination and/or harassment complaints as required by state and federal law. When appropriate, the complaint shall be referred to law enforcement for investigation.

The District has adopted the following procedures to promptly and fairly address concerns and complaints about unlawful discrimination and/or harassment. Complaints may be submitted orally or in writing.

Definitions

1. "Compliance officer" means an employee designated by the relevant chief officer to receive complaints of alleged unlawful discrimination and harassment. The compliance officer shall be identified by name/title, address, and telephone number. See exhibit AC-E-1. If the designated individual is not qualified or is unable to act as such, the relevant chief officer shall designate another administrator to serve as compliance officer.
2. "Complainant" shall mean a student, the parents or guardians of a student under the age of 18 acting on behalf of a student, an employee of the District, or member of the public who is directly affected by and/or is witness to an alleged violation of District policies prohibiting unlawful discrimination or harassment.

Compliance officer's duties

The compliance officer or his or her designee shall be responsible for conducting an investigation and coordinating all complaint procedures and processes for any alleged violation of federal or state statute or administrative policy prohibiting unlawful discrimination or harassment. The compliance officer's duties shall include providing notice to students, parents/guardians of students, employees and the general public concerning the compliance process, providing training for District staff regarding the prohibition of discrimination/harassment in all District programs, activities and employment practices, disseminating information concerning the forms and procedures for the filing of complaints, ensuring the prompt investigation of all complaints, coordinating hearing procedures, and identifying and addressing any patterns or systemic problems that arise during the review of complaints. The compliance officer may delegate any or all of the foregoing responsibilities as necessary and/or appropriate under the circumstances.

Complaint procedure

A complainant is encouraged to promptly report the incident as provided in administrative policy and this regulation. All reports received by teachers, counselors, principals or other District employees shall be promptly forwarded to the compliance officer. If the compliance officer is the individual alleged to have engaged in the prohibited conduct, the complaint shall be forwarded to the relevant chief officer.

Any complainant may file with the compliance officer a complaint charging the District, another student or any school employee with unlawful discrimination or harassment. Complaints may be made orally or in writing. Persons who wish to file a written complaint shall be encouraged to use the form in AC-E-2.

All complaints shall include a detailed description of the alleged events, the dates the alleged events occurred and names of the parties involved, including any witnesses. The complaint shall be made as soon as possible after the incident.

The compliance officer or designee shall confer with the alleged victim of the unlawful discrimination or harassment as soon as is reasonably possible, but no later than five working days following the District's receipt of the complaint in order to obtain a clear understanding of the basis of the complaint. The compliance officer will designate an administrator to conduct the investigation and will inform the complainant who the designated investigator is.

At the initial meeting, the compliance officer shall explain the avenues for informal and formal action, provide a description of the complaint process, and explain that both the victim and the individual alleged to have engaged in prohibited conduct have the right to exit the informal process and request a formal resolution of the matter at any time. The compliance officer shall also explain that whether or not the individual files a written complaint or otherwise requests action, the District is required by law to take steps to correct the unlawful discrimination or harassment and to prevent recurring unlawful discrimination, harassment or retaliation against anyone who makes a report or participates in an investigation. The compliance officer shall also explain that any request for confidentiality shall be honored so long as doing so does not preclude the District from responding effectively to prohibited conduct and preventing future prohibited conduct.

Within five working days following the initial meeting involving the compliance officer and the complainant, the investigator shall attempt to meet with the complainant and with the individual alleged to have engaged in the prohibited conduct and, if a student, his or her parents/guardians in order to obtain a response to the complaint. Such person(s) shall be informed of all allegations that are necessary to achieve a full and accurate disclosure of material information or to otherwise resolve the complaint.

Informal action

If the complainant and/or the individual alleged to have engaged in the prohibited conduct requests that the matter be resolved in an informal manner and/or the compliance officer believes that the matter is suitable to such resolution, the compliance officer or designee may attempt to resolve the matter informally through mediation, counseling or other non-disciplinary means. If both parties feel a resolution has been achieved through the informal process, then no further compliance action must be taken. No party shall be compelled to resolve a complaint of unlawful discrimination or harassment informally and either party may request an end to an informal process at any time. Informal resolution shall not be used to process complaints where the underlying offense involves sexual assault or other act of violence.

Formal action

If informal resolution is inappropriate, unavailable or unsuccessful, the compliance officer shall assign an administrator to promptly investigate the allegations to determine whether and/or to what extent, unlawful discrimination or harassment has occurred. The compliance officer may consider the following types of information in determining whether unlawful discrimination or harassment occurred:

- a. statements by any witness to the alleged incident;
- b. evidence about the relative credibility of the parties involved;
- c. evidence relative to whether the individual alleged to have engaged in prohibited conduct has been found to have engaged in prohibited conduct against others;
- d. evidence of the aggrieved individual and/or alleged victim's reaction or change in behavior following the alleged prohibited conduct;
- e. evidence about whether the alleged victim and/or aggrieved individual took action to protest the conduct;
- f. evidence and witness statements or testimony presented by the parties involved;

- g. other contemporaneous evidence; and/or,
- h. any other evidence deemed relevant by the compliance officer.

In deciding whether conduct is a violation of law or policy, all relevant circumstances shall be considered by the investigator, including:

- a. the degree to which the conduct affected one or more student's education or one or more employee's work environment;
- b. the type, frequency and duration of the conduct;
- c. the identity of and relationship between the individual alleged to have engaged in the prohibited conduct and the alleged victim;
- d. the number of individuals alleged to have engaged in the prohibited conduct and number of victims of the prohibited conduct;
- e. the age of the individual alleged to have engaged in the prohibited conduct and the alleged victim;
- f. the size of the school, location of the incident, and context in which it occurred; and/or
- g. other incidents at the school.

The investigator shall prepare a written report containing findings and recommendations, as appropriate, and submit the report to the complainant within ten working days following the compliance officer's receipt of the complaint or ten working days following the termination of the informal resolution process.

If the complainant is not satisfied with the response, he or she may seek relief from the relevant chief officer or designee within ten working days of receiving the response. The complainant will forward copies of all documents filed at the first formal step, including the investigator's written response.

The relevant chief officer or designee shall review the information submitted by the complainant, including the findings of the investigators, and shall have the option of meeting with the affected persons, either separately or as a group. Within ten working days of receipt of the complaint, the relevant chief officer or designee shall issue a written report indicating the findings of his or her investigation.

If the complainant is not satisfied with the decision of the relevant chief officer or designee, a final appeal may be filed with the board of education within ten working days of receipt of the relevant chief officer's or designee's response. The board of education shall be the final determining body and shall decide the merits of the case based on the information contained in the formal complaint and results of the investigations at the previous two levels.

The board's consideration of the matter will occur at its next regular meeting occurring at least seven working days subsequent to the filing of the appeal. A decision shall be issued within 20 working days of the board's consideration. The decision of the board shall be final.

Nothing contained herein shall be interpreted to confer upon any person the right to a hearing independent of a board policy, administrative procedure, statute, rule, regulation or agreement expressly conferring such right. This process shall apply, unless the context otherwise requires and unless the requirements of another policy, procedure, statute, rule, regulation or agreement expressly contradicts with this process, in which event the terms of the contrary policy, procedure, law, rule, regulation or agreement shall govern.

Outside agencies

Complaints regarding violations of Title VI, (race, national origin), Title IX (sex/gender), Section 504/ADA (handicap or disability), may be filed directly with the Office for Civil Rights, U.S. Department of Education, 1244 North Speer Blvd., Suite 310, Denver, CO 80204. Complaints regarding violations of Title VII (employment) and the ADEA (prohibiting age discrimination in employment) may be filed directly with the Federal Office of Equal Employment Opportunity Commission, 303 E. 17th Ave., Suite 510, Denver, CO 80202, or the Colorado Civil Rights Commission, 1560 Broadway, Suite 1050, Denver, CO 80202.

The District's designated compliance officer is:

Dr. Louis Fletcher, ~~Coordinator for Cultural Capacity~~ **Director of Culture & Services**
10850 E. Woodmen Road
Falcon, CO 80831
719-495-1105

- Adopted: August 12, 201
- Revised: May 12, 2011
- Revised: January 10, 2013
- Revised: April 10, 2014
- Revised: May 8, 2014
- Revised: September 11, 2014
- **Revised: August 13, 2015**

CROSS REFS:

- AC and AC-E-1, Nondiscrimination/Equal Opportunity



BOARD-APPROVED POLICY OF DISTRICT 49

Title	Financial Administration (Timeline for Online Posting of Financial Information)
Designation	DAB-E
Office/Custodian	Business/Chief Business Officer

Financial Administration

(Timeline for Online Posting of Financial Information)

The Public School Financial Transparency Act, C.R.S. [22-44-301](#) et seq. (the Act) requires the district to post financial information online, in a downloadable format, for free public access, in accordance with the following timeline. The Act requires the district to update any required information within sixty days of the district's completion or receipt of the applicable report, statement or document. Once posted, the Act requires the district to maintain the prior two budget years' financial information online until the end of the current budget year.

Commencing July 1, 2010 and on a continuing basis thereafter	<ul style="list-style-type: none">• Annual budget• Annual audited financial statements• Quarterly financial statements*• Salary schedules or policies pertaining to salaries [C.R.S. 22-44-304 (1)(a)]
Commencing July 1, 2011 and on a continuing basis thereafter	Accounts payable check registers and credit, debit and purchase card statements* [C.R.S. 22-44-304 (1)(b)]
Commencing July 1, 2012 and on a continuing basis thereafter	Investment performance reports* [C.R.S. 22-44-304 (1)(c)]
Commencing July 1, 2015 and on a continuing basis thereafter	Actual expenditures, including salary and benefit expenditures reported by job category specified in the chart of accounts, at the district level and school-site level. [C.R.S. 22-44-304 (1)(d)]

Adopted: August 13, 2015

Title	Early Literacy and Reading Comprehension
Designation	ILBC-R
Office/Custodian	Education/Executive Director of Learning Services

(Procedures to Implement the Colorado READ Act)

The district shall comply with the Colorado Reading to Ensure Academic Development Act (READ Act) and applicable State Board of Education rules in implementing this regulation. This regulation addresses the procedures the district shall follow in creating a student's READ plan, communicating with the student's parent/guardian concerning the creation, contents and implementation of the student's READ plan, and determining whether a student with a significant reading deficiency will advance to the next grade level.

A. Development of a READ plan

A READ plan shall be developed for a student in kindergarten, first, second or third grade who is identified with a significant reading deficiency in accordance with the READ Act and applicable State Board of Education rules. If the student is in kindergarten, the READ plan shall be a component of the kindergartner's individualized readiness plan. Alternatively and in lieu of a READ plan, the district may address the student's identified significant reading deficiency in the student's Individualized Education Program (IEP), in accordance with applicable law.

Components of the READ plan

At a minimum, the student's READ plan shall include:

1. the student's specific reading skill deficiencies;
2. the goals and benchmarks for the student's growth in attaining reading competency;
3. the instructional programming and interventions that will be provided;
4. the manner in which the student's progress will be monitored;
5. the strategies the student's parent/guardian is encouraged to use in assisting the student;
6. any additional services the student's teacher deems available and appropriate to accelerate the student's reading skills.

Communication with the student's parent/guardian

The student's teacher and other school personnel shall meet with the student's parent/guardian, if possible, to create the student's READ plan. At this meeting, the student's teacher shall discuss the following with the student's parent/guardian:

1. The state's goal for all children in Colorado is to graduate from high school having attained skill levels that adequately prepare them for postsecondary studies or the workforce.

2. Research indicates achieving reading competency by the end of third grade is a critical milestone in achieving this goal.
3. If the student enters fourth grade without achieving reading competency, the student is significantly more likely to fall behind in all subject areas beginning in fourth grade and continuing in later grades.
4. If the student's reading skill deficiencies are not remediated, it is likely the student will not have the skills necessary to complete the coursework required to graduate from high school.
5. The nature of the student's reading skill deficiency, including an explanation of what the significant deficiency is and the basis upon which the teacher identified the deficiency.
6. Under state law, the student qualifies for and the district is required to provide targeted, scientifically based or evidence-based interventions to remediate the student's specific, reading skill deficiencies, and the student's READ plan shall include these interventions.
7. The student's parent/guardian plays a central role in supporting the student's efforts to achieve reading competency and is strongly encouraged to work with the student's teacher in implementing the student's READ plan.
8. The student's READ plan includes strategies the parent/guardian is encouraged to use at home and is encouraged to supplement the intervention the student receives in school.
9. There are serious implications to a student entering fourth grade with a significant reading deficiency. If the student continues to have a significant reading deficiency at the end of the school year, state law requires the parent/guardian, student's teacher and other school personnel to meet and consider retention as an intervention strategy.

At the conclusion of the meeting, the student's teacher shall provide the student's parent/guardian with a written explanation of the information discussed in items 1-9 above, along with a copy of the student's READ plan.

If the student's parent/guardian is unable to attend the meeting, the student's teacher shall provide the student's parent/guardian with a copy of the student's READ plan, a written explanation of items 1-9 above, and a written explanation of the scientifically based or evidence-based reading instructional programming and other reading-related services the student will receive under the plan as well as the strategies the parent/guardian is encouraged to apply to assist the student.

B. Student promotion or retention

Within 45 days before the end of any school year, school personnel shall provide a written notification to the student's parent/guardian if a student in kindergarten, first, second or third grade continues to be identified as a student with a significant reading deficiency.

At a minimum, the written notification to the student's parent/guardian shall state:

1. There are serious implications to a student entering fourth grade with a significant reading deficiency and, therefore, state law requires the student's parent/guardian, student's teacher and other school personnel to meet and consider retention as an intervention strategy and determine whether the student, despite having a significant reading deficiency, is able to maintain adequate academic progress at the next grade level.

2. School personnel will work with the student's parent/guardian to schedule a date, time and place for the meeting.

The written notification shall not be required if:

1. the student is a student with a disability who is eligible to take the alternative statewide assessment or whose disability substantially impacts the student's progress in developing reading skills, resulting in the student's significant reading deficiency;
2. the student is identified as an English language learner and the student's significant reading deficiency is due primarily to the student's language skills; or
3. the student is completing the second school year at the same grade level.

Meeting to discuss possible retention

At the meeting to discuss the student's possible retention due to the student's significant reading deficiency, school personnel shall discuss the following with the student's parent/guardian:

1. There are serious implications to a student entering fourth grade with a significant reading deficiency and, therefore, state law requires the student's parent/guardian, student's teacher and other school personnel to meet and consider retention as an intervention strategy and determine whether the student, despite having a significant reading deficiency, is able to maintain adequate academic progress at the next grade level.
2. The importance of achieving reading competency by third grade because students who do so are more likely to graduate from high school and attain a postsecondary credential.
3. The student's body of evidence and the likelihood that the student, despite having a significant reading deficiency, will be able to maintain adequate academic progress at the next grade level.
4. The increased level of intervention instruction the student will receive in the next school year regardless of whether the student advances to the next grade level.
5. The potential effects on the student if he or she does not advance to the next grade level.

At the conclusion of the meeting or as soon as possible after the decision is made to promote or retain the student, school personnel shall provide the student's parent/guardian with a written statement regarding the decision and the basis for the decision.

- Adopted: August 13, 2015

LEGAL REF:

- C.R.S. 22-7-1204 - C.R.S. 22-7-1208 (*Colorado READ Act*)



BOARD-APPROVED POLICY OF DISTRICT 49

Title	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians)
Designation	IKA-R
Office/Custodian	Education/Executive Director of Learning Services

Parent/guardian request for exemption

In accordance with the accompanying policy, the parent/guardian of a student enrolled in the district may request that his or her child be exempt from participating in one or more state assessments.

1. The request for exemption must be submitted in writing to the school principal.
2. The parent/guardian will not be required to state the reason for asking for the exemption.
3. The request for exemption may apply to all or specific state assessments administered to the student during the school year.
4. A request for exemption will be valid for one school year. Requests for exemption from state assessments in subsequent school years require a new written request.
5. Parents/guardians are encouraged to submit their requests for exemption at the earliest possible date each school year so that the district may plan accordingly.

Information to parents/guardians

Each school year at the earliest possible time, the district shall distribute information to students' parents/guardians regarding the state and district assessments that the district will administer that year. This information shall also be posted on the district's website.

The district shall also distribute a district assessment calendar to students' parents/guardians at the earliest possible time each school year, and shall post the calendar on the district's website.

At a minimum, the district assessment calendar shall include:

- an estimate of the testing hours required on each testing day; and
 - whether the assessment is required by federal and/or state law or was selected by the district.
-
- Adoption: August 13, 2015

Title	Equal Education Opportunities – Student Complaint Procedure – Section 504 Plans
Designation	JB-R
Custodian	Education/Director of Culture & Services

Pursuant to Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act/Amendment Act

Purpose

When a student (or the parent and/or guardian jointly with the student) feels that he/she has a basis for a complaint concerning an alleged violation of Title IX, Section 504 or ADA, he/she may file a written complaint with the principal of his/her school of attendance. Such complaint shall be in writing on forms provided by Falcon School District 49 and shall describe the nature of the complaint and identify the particular section of the law and/or the policies and procedures alleged to have been violated. The District will investigate complaints in an immediate, appropriate and equitable manner.

Orderly progression from the initial level shall allow each subsequent level of supervision the opportunity for solution of the issue. The complainant must clearly indicate that this procedure is being employed when presenting a complaint. At times it might be difficult or awkward for a person to follow this prescribed procedure. In such cases the complainant should seek advice from an administrator in the Learning Services Department.

Provisions

- A. Nothing contained herein shall be construed so as to limit in any way the ability of or authority for, the District and the complainant to resolve any complaint informally.
- B. This complaint procedure shall take precedence over any other formal complaint procedure used in the District. In the event of a dispute as to whether this complaint procedure or some other is applicable in a given situation, the compliance officer shall make the final determination.
- C. Failure to file or pursue a complaint or appeal, at any level, in a timely fashion as specified herein bars any further proceedings to that complaint.
- D. Complaints filed at any level must be submitted on the District approved complaint form.
- E. No complaint shall be recognized by the principal unless it shall have been presented within twenty school days after the student knew, or should have known, of the act or condition on which the complaint is based; and if not so presented, the complaint will be considered as waived.

Procedure

Upon receipt of the complaint, the principal shall conduct an investigation and shall render a written decision. Such decision shall be submitted to the student within seven school days. If the student is not satisfied with the decision of the principal, within five school days after receipt of such decision he/she may request that the District's compliance officer investigate the matter. The compliance officer shall conduct an independent investigation and shall attempt an informal resolution of the complaint. Following the investigation, the compliance officer shall submit a written report of the investigation to the principal and the student within fifteen days.

If the student continues to be dissatisfied with the decision of his/her principal or is dissatisfied with the

investigation results of the compliance officer, he/she may request that the decision of the principal or the investigation report of the compliance officer be reviewed by the relevant chief officer or his/her designee. Such request shall be submitted to the relevant chief officer within five school days after submission of the written report of the compliance officer.

The relevant chief officer or his/her designee shall render a written report within ten school days either affirming the actions of the compliance officer and/or principal, or alternatively recommend another resolution.

If the student is dissatisfied with the decision of the relevant chief officer, he/she may request a hearing before the Board of Education in accordance with the following procedures:

1. If a student is not satisfied with the disposition of a complaint that has been reviewed by the relevant chief officer or his/her designee, the student may request a hearing by the Board of Education. The request must be filed in writing with the president of the Board within ten school days of the decision of the relevant chief officer or his/her designee.
2. The Board shall hold a hearing no later than its next regularly scheduled meeting provided it has received the request at least five days prior to such meeting.
3. The student may be represented by counsel or a designated representative at the hearing at no expense to the District.
4. Any hearing will be held in closed session unless mutually agreed to it being open to the public.
5. The Board shall submit a decision not later than its next regularly scheduled meeting subsequent to the meeting at which the hearing was held.
6. The decision of the Board shall be final.

The District's designated compliance officer is:

Dr. Louis Fletcher, ~~Coordinator for Cultural Capacity~~ **Director of Culture & Services**
10850 E. Woodmen Road
Falcon, CO 80831
719-495-1105

- Adopted: January 14, 2010
- Revised: May 8, 2014
- Revised: September 11, 2014
- **Revised: August 13, 2015**

Title	Report of Child Abuse/Child Protection
Designation	JLF-R
Office/Custodian	Education/Executive Director of Individualized Education

1. Definition of abuse or neglect

Child abuse or neglect is defined in law as “an act or omission which seriously threatens the health or welfare of a child.” Specifically, this refers to:

- a. Evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and such condition or death which is not justifiably explained or where the history given concerning such condition or death is at variance with the condition or the circumstances indicate that the condition may not be the product of an accidental occurrence.
- b. Any case in which a child is subject to unlawful sexual behavior as defined in state law.
- c. Any case in which a child is in need of services because the child’s parents, legal guardians, or custodians fail to take the same actions to provide adequate food, clothing, shelter, medical care, or supervision that a prudent parent would take.
- d. Any case in which a child is subjected to emotional abuse which means an identifiable and substantial impairment of the child's intellectual or psychological functioning or development or a substantial risk or impairment of the child's intellectual or psychological functioning or development.
- e. Any act or omission described as neglect in state law as follows:
 - i) A parent, guardian, or legal custodian has abandoned the child or has subjected him or her to mistreatment or abuse or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring.
 - ii) The child lacks proper parental care through the actions or omissions of the parent, guardian, or legal custodian.
 - iii) The child's environment is injurious to his or her welfare.
 - iv) A parent, guardian, or legal custodian fails or refuses to provide the child with proper or necessary subsistence, education, medical care, or any other care necessary for his her health, guidance, or wellbeing.
 - v) The child is homeless, without proper care or not domiciled with his or her parent, guardian, or legal custodian through no fault of such parent, guardian, or legal custodian.
 - vi) The child has run away from home or is otherwise beyond the control of his or her parent, guardian, or legal custodian.
 - vii) A parent, guardian, or legal custodian has subjected another child or children to an

identifiable pattern of habitual abuse and the parent, guardian, or legal custodian has been the respondent in another proceeding in which a court has adjudicated another child to be neglected or dependent based upon allegations of sexual or physical abuse or has determined that such parent's, guardian's, or legal custodian's abuse or neglect caused the death of another child; and the pattern of habitual abuse and the type of abuse pose a current threat to the child.

2. Reporting requirements

Any school employee who has reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must immediately upon receiving such information, report such fact to the appropriate county department of social services, appropriate law enforcement agency or through the statewide child abuse reporting hotline system. The employee must follow any oral report with a written report sent to the appropriate agency.

In cases where the suspected or known perpetrator is a school employee, the report should be made to the law enforcement agency and the office of the Chief Education Officer. (Reports made to social services will be referred to law enforcement.)

If a child is in immediate danger, the employee should call 911. "Immediate" refers to abuse that occurs in the employee's presence or has just occurred.

The employee reporting suspected abuse/neglect to social services or law enforcement officials must inform the school principal as soon as possible orally or with a written memo. The ultimate responsibility for seeing that the oral and written reports are made to social services or law enforcement agencies lies with the school official or employee who had the original concern.

3. Contents of the report

The following information should be included to the extent possible in the initial report:

- a. Name, age, address, sex, and race of the child.
- b. Name and address of the child's parents, guardians, and/or persons with whom the student lives.
- c. Name and address of the person, if known, believed responsible for the suspected abuse or neglect.
- d. The nature and extent of the child's injury or condition, as well as any evidence of previous instances of known or suspected abuse or neglect of the child or the child's siblings—all with dates as appropriate.
- e. The family composition, if known.
- f. Any action taken by the person making the report.
- g. Any other information that might be helpful in establishing the cause of the injuries or the condition observed.

It is helpful if the person reporting suspected abuse/neglect is prepared to give documentation. Thus, noting details of observations is important. It is permissible for the school official or employee to conduct a preliminary non- investigative inquiry of any injury or injuries under the following circumstances:

- a. School personnel may inquire of the child how an injury occurred. Leading and/or suggestive questions should be avoided. School personnel may not contact the child's family or any other person suspected of causing the injury or abuse to determine the cause of the suspected abuse or neglect.
- b. A school employee's reasonable cause to suspect that the child has been subjected to abuse or neglect may arise from a child's vague or inconsistent response to such an inquiry or from an explanation which does not fit the injury.
- c. All efforts must be made to avoid duplicate or numerous interviews of the victim.

4. After filing reports

After the report is made to the agency, District and school staff members will cooperate with social services and law enforcement in the investigation of alleged abuse or neglect. The school will report any further incidents of abuse to the agency's representative.

As the case is being investigated, the school will provide supportive aid and counseling services for the child.

Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of the school staff to investigate the case. Therefore, the school staff will not engage in the following activities:

- a. Make home visits for investigative purposes.
- b. Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
- c. Convey messages between the agency and the parents/guardian.

Authorized school and District personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes.

5. Guidelines for consideration

- a. If any school employee has questions about reasonable cause of child abuse and the need for making a report, the employee may consult with the Executive Director of Individualized Education or the ~~Coordinator of Cultural Capacity~~ **Director of Culture & Services**. If the appropriate administrator is not available, a direct call to the county department of social services about concerns is advisable.

Note that consultation with another school official or employee will not absolve the school official or employee of the responsibility for reporting child abuse.

- b. In an emergency situation requiring retention of the child at the school building due to fear that if released the child's health or welfare might be in danger, it should be observed that only law

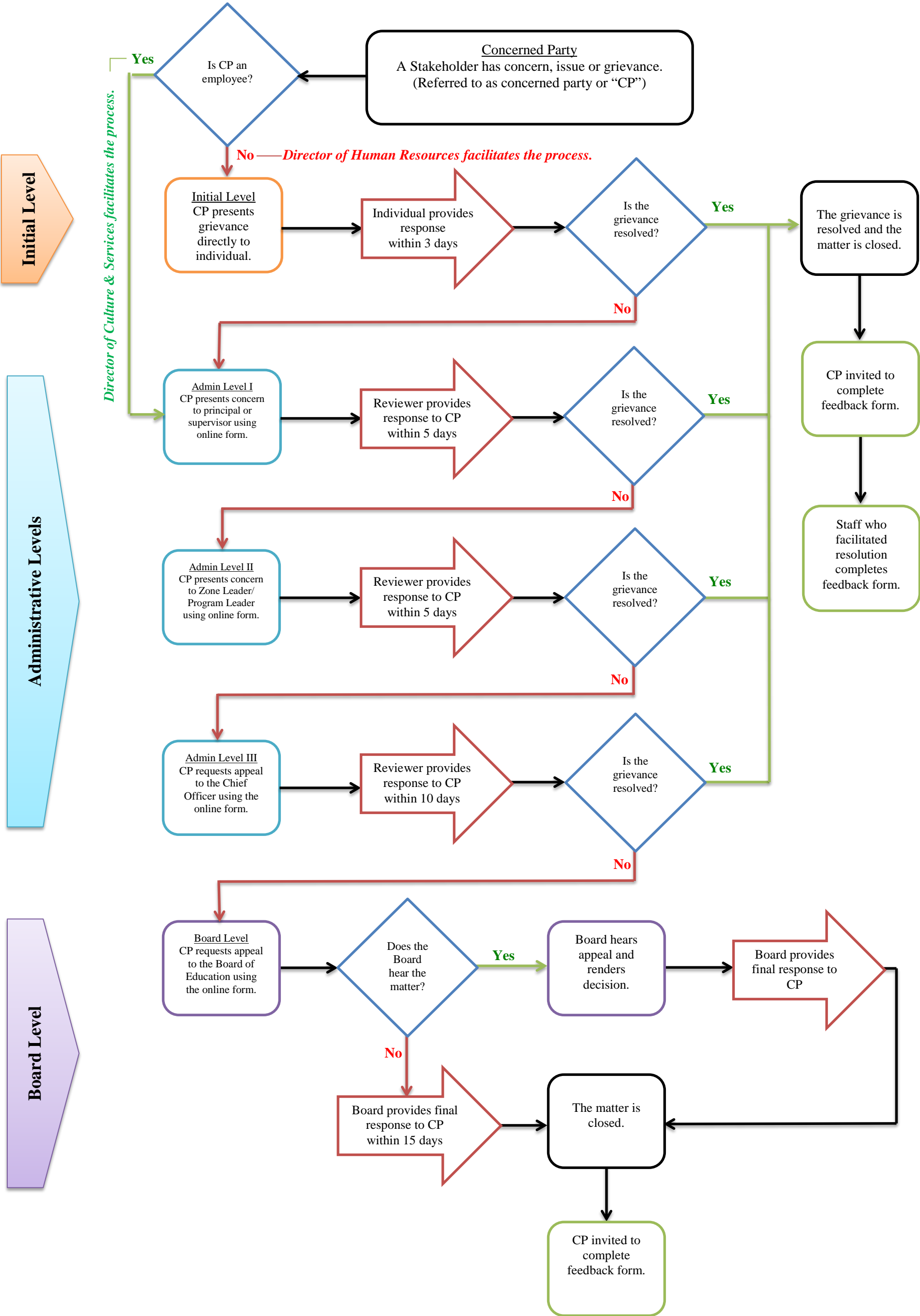
enforcement officials have the legal authority to hold a child at school. Otherwise a court order must be obtained to legally withhold a child from his parent or guardian.

- Current practice codified: 1980
- Approved: date of manual adoption
- Revised to conform with practice: date of manual revision
- Revised: September 2, 1993
- Revised: September 2, 1999
- Revised: August 10, 2000
- Revised: October 3, 2002
- Reviewed: January 27, 2010
- Revised: October 27, 2011
- Revised: May 26, 2015
- **Revised: August 13, 2015**

LEGAL REF:

- C.R.S. 18-3-412.5(1)(b) (*definition of unlawful sexual behavior*)

Stakeholder Grievance Policy
Designation: KEA-E
Office/Custodian: Education/Director of Human Resources, Director of Culture & Services





BOARD-APPROVED POLICY OF DISTRICT 49

Title	Relations with State Agencies
Designation	KLG
Office/Custodian	Board of Education/Executive Assistant to the BOE

To enhance the safety and security of students, staff, and community, a cooperative and proactive effort shall be maintained between the officials of the District and state agencies.

The Board shall cooperate and to the extent possible, develop written agreements with law enforcement officials, the juvenile justice system, and social services, as allowed under state and federal law, to keep each school environment safe.

This cooperative and proactive effort shall pursue the following primary objectives:

1. Development and periodic review of crisis prevention and management plans and safe school plans.
2. Assessment of District and building security, safety, and violence prevention policies and procedures.
3. Development of guidelines for how and when to contact state agencies and what support the District shall provide to aid in the effectiveness of the state agency.
4. Protection of the civil rights of all individuals.

- Adopted: November 3, 1977
- Revised: September 7, 2000
- Reviewed: February 11, 2010
- **Reviewed: August 13, 2015**

LEGAL REF:

- C.R.S. 22-32-109.1 (3) (*agreements with state agencies*)

CROSS REF:

- ECA/ECB, Security/Access to Buildings
- GBGAA, Staff training in Crisis Prevention and Management
- JIH, Student Interrogations, Searches, and Arrests
- JLIA, Supervision of Students
- KDE, Crisis Management

BOARD OF EDUCATION AGENDA ITEM 9.01

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Brian Green, Online Professional Learning Specialist
TITLE OF AGENDA ITEM:	Schoology Update
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Schoology Learning Management Enterprise System was implemented in July 2014. One year into implementation, Brian Green, District 49's Online Professional Learning Specialist will share successes and future plans to use Schoology to improve professional development, instructional practices, parent engagement and student learning. The Board will be introduced to the components of Schoology through a hands-on demonstration of the tool.

RATIONALE: Today's students require opportunities to engage with and learn from one another in collaborative environments inside and outside of the brick and mortar classroom setting. Schoology was originally adopted to provide teachers with blended and online professional development opportunities. Since its adoption, Schoology is now being used to provide online and blended learning experiences for students throughout District 49 in grades K-12. Schoology Learning Management System was selected from a variety of other products due to its cost effectiveness, ease of use and awarding winning reputation.

RELEVANT DATA AND EXPECTED OUTCOMES: Board of Education Directors will be introduced to the tools within Schoology through a hands-on demonstration. To prepare for the meeting please do the following:
 Go to schoology.d49.org
 Use your district login credentials as your user name (bgreen)
 Use your district password to login
 Click on courses: Board of Education Presentation August 13

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	In partnership with the Colorado Digital BOCES, Schoology is 100% funded through a Colorado Department of Education Grant.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Schoology Learning Management Tool enhances community engagement by providing opportunities for community education and participation.
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	By providing a vehicle for online and blended professional development for teachers and leaders, serving as a document sharing and information archiving mechanism for district staff, and enhancing blended learning opportunities for students District 49 is becoming the best district to learn, work and lead.
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	Schoology supports educators in customizing learning to meet the needs of individual students.

FUNDING REQUIRED: N/A

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: August 1, 2015

BOARD OF EDUCATION AGENDA ITEM 9.02

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	John Litchenberg, Instructional Technology Specialist
TITLE OF AGENDA ITEM:	New Job Description: Instructional Technology Analyst
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: This is a re-definition of an existing position, currently titled Instructional Technology Assistant. The district continues to expand its fleet of mobile devices, creating a need for a skilled person to diagnose and act immediately when devices physically break. This position is also responsible for training on, and troubleshooting the management software for mobile devices. By working directly with teachers, we are able to minimize lost instructional time. The existing contract did not cover sufficient days to manage the growing deployment of devices. We recommend adjusting the contract length from 201 days to 220. Due to the diverse and technical skills, and the growing complexity of the position (as we add more models of devices and new classes of devices such as Kindles, Chromebooks, iPads, and other tablets) we recommend raising the hourly range from 16 to 20, to keep this position competitive based on the skills required to perform the essential duties.

RATIONALE: This job description includes all the responsibilities of the Instructional Technology Assistant with additional duties to include but not limited to: Supports advanced Apple OSX, iOS and Chrome hardware, operating systems, software applications, and peripherals to include analysis, documentation, testing, maintenance, training, troubleshooting, and imaging throughout the District, Acts as the front end manager for all iPad and Chromebook issues, to encompass repairs, scheduling, tracking, accounting and payment of invoices in collaboration with building and department personnel, Conducts training for users on the management of software for mobile devices in each building; currently JAMF, Google, and Meraki.

RELEVANT DATA AND EXPECTED OUTCOMES: Improved response time for Chromebook and iPad repairs. A dedicated person tasked with tracking repairs for the district from start to finish.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	A single contact for repairs and tracking is more efficient and allows us to take advantage of volume pricing and scheduling of repairs.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Teachers and students have near-real time access to technical help and repairs in our 1:1 deployments. Extending the contract with extra days will allow us to anticipate and prepare for challenges. Recognition of the expanded skills required for this job with an appropriate placement supports D49 as the best district in Colorado to learn, work and lead.
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: Yes – Learning Services

AMOUNT BUDGETED: \$6358



BOE Regular Meeting August 13, 2015
Item 9.02 continued

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move this item for action at the September 10th board meeting.

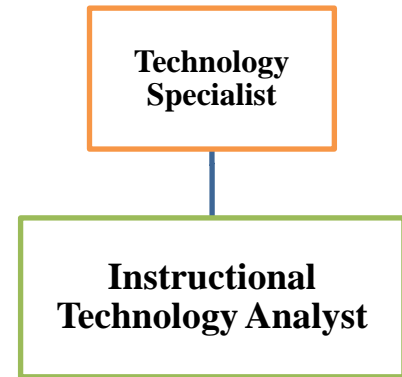
APPROVED BY: Peter Hilts, Chief Education Officer

DATE: July 31, 2015

INSTRUCTIONAL TECHNOLOGY ANALYST

Job Title:	Instructional Technology Analyst
Initial:	June 16, 2015
Revised:	
Work Year:	220 Days
Office:	Education
Department:	Education Office
Reports To:	Technology Specialist
FLSA Status:	Exempt
Pay Range:	Professional/Technical Salary Schedule

Related Organization Chart



SUMMARY: Performs a variety of computer systems support tasks, and responsible for training users on management software for mobile devices in each building. In addition, will act as the front end manager for all iPad and Chromebook related issues.

ESSENTIAL DUTIES & RESPONSIBILITIES

The following statements of essential functions 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 on building assignment and other factors.

- Supports advanced Apple OSX, iOS and Chrome hardware, operating systems, software applications, and peripherals to include analysis, documentation, testing, maintenance, training, troubleshooting, and imaging throughout the District.
- Acts as the front end manager for all iPad and Chromebook issues, to encompass repairs, scheduling, tracking, accounting and payment of invoices in collaboration with building and department personnel.
- Performs diagnosis and resolution of computer hardware and software problems.
- Acts as technical expert with regard to Apple and Chrome hardware.
- Conducts training for users on the management of software for mobile devices in each building; currently JAMF, Google, and Meraki.
- Performs other related duties as assigned.

Supervision & Technical Responsibilities:

- This position has no supervisory responsibilities at this time.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Budget Responsibility:

- This position has no budgetary responsibility at this time.

QUALIFICATIONS

The requirements listed below are representative of the education, experience, knowledge, skills, and/or abilities required for this position:

Education & Training:

- High School Diploma or equivalent.
- Associate's degree in computer science or related field. Two (2) years additional relevant experience may be substituted for this educational requirement.

Experience:

- Minimum of three (3) years desktop technical support experience.
- iOS Mobile Device Management experience required.
- Experience in Mac OS X and Google Dashboard required
- Mac OS X shell scripting experience desirable.

Knowledge Skills & Abilities:

- Ability to solve problems without direction to meet the needs of a diverse organization.
- Ability to work collaboratively in a team-oriented environment.
- Ability to maintain confidentiality in all aspects of the job.
- Advanced operating knowledge of personal computers and peripherals.
- Operating knowledge of network test and diagnostic equipment.
- Skilled in productivity software suites such as Google Drive and Microsoft Office.
- Expert knowledge in network imaging Mac OS X and Google Chrome computers.
- Strong knowledge of network applications.
- Excellent oral and written communication and interpersonal relation skills.
- Basic math and accounting skills
- Customer service and public relations skills
- Critical thinking and problem solving skills
- Organizational skills
- Ability to manage multiple priorities and tasks with frequent interruptions
- Ability to communicate effectively with various stakeholders
- Ability and willingness to be on call and/or respond to calls 24/7
- Ability to maintain excellent attendance
- Ability to understand and follow complex oral and written instructions
- Ability to adapt in a quickly changing technology environment.
- Ability to perform responsibilities without the necessity of close supervision
- Must be proficient in the use of personal computers and common software applications including Microsoft Word, Excel, Outlook, and Power Point

Certificates, Licenses, & Registrations:

- JAMF CMA or equivalent within one year of hire.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- Criminal background check required for hire
 - Valid Colorado driver's license required for hire

OTHER WORK FACTORS

The physical demands, work environment factors and mental functions described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Physical Demands:

While performing the duties of this job, the employee is occasionally required to stand, climb or balance, stoop, kneel, crouch, or crawl, and smell. The employee must regularly lift and/or move up to 25 pounds frequently.

Work Environment:

While performing the duties of this job, the employee will work primarily in a usual office or school environment.

Mental Functions:

While performing the duties of this job, the employee is regularly required to communicate, compare, analyze, coordinate, instruct, evaluate, and use interpersonal skills. Occasionally required to compile, copy, compute and negotiate.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

BOARD OF EDUCATION AGENDA ITEM 9.03

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Jack Bay, Peter Hilts and Brett Ridgway
TITLE OF AGENDA ITEM:	Performance Excellence Report
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Our report on performance excellence responds to the board's direction from last year's annual planning meeting to pursue a relationship with Rocky Mountain Performance Excellence (RMPEX) to conduct a self-assessment and external review of our overall district operations.

RATIONALE:

Performance excellence is an approach to continuous excellence that pursues performance improvement through process improvement.

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	Performance Excellence is a mindset and continuous process of learning, working, and leading. It supports all of the big rocks because continuous improvement is essential to improve systems and processes. In District 49, we are increasingly systematic about pairing the innovation phase with a transformation phases where we test good ideas and then expand the pilot implementation to serve more students. In this way, we work from the inside out to make our district the very best.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: N/A

AMOUNT BUDGETED: TBD

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: No action requested.

APPROVED BY: Chief Officers

DATE: August 13, 2015



BOARD OF EDUCATION AGENDA ITEM 9.04

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Peter Hilts
TITLE OF AGENDA ITEM:	49 Pathways Update
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Along with primary literacy in the elementary grades, 49 pathways is our ongoing priority for secondary education. As we begin the first year of full implementation, it is appropriate to update the board on our activity and plans.

RATIONALE: Operating a robust portfolio of distinct and exceptional schools is a critical ongoing mission for our district; but the point is not just to operate schools. We are in the business of setting every student on a path to make a significant contribution. Our efforts to build 49 Pathways are in direct support of our mission:

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

RELEVANT DATA AND EXPECTED OUTCOMES:

We expect to monitor our implementation and adjust plans as we go forward.

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 #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	Although 49 Pathways supports all five priorities in our strategic plan, it is most closely aligned with launching every student to success. Defining each student's destination will help counselors, advisors, and parents customize learning for every student.

FUNDING REQUIRED: N/A

AMOUNT BUDGETED: No additional funds

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: No action requested.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: August 13, 2015

BOARD OF EDUCATION AGENDA ITEM 9.05

BOARD MEETING OF:	August 13, 2015
PREPARED BY:	Marie LaVere-Wright, Secretary, Board of Education
TITLE OF AGENDA ITEM:	CASB Resolutions
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: CASB's Legislative Resolutions Committee submits resolutions annually as a slate for action by the delegates. The Delegate Assembly takes action on the resolutions and those adopted become what CASB staff will fight for, or against, at the state capitol and throughout the legislative session.

RATIONALE: Local boards are encouraged to submit resolutions to CASB. By submitting resolutions for consideration, the board can take an active role in establishing how CASB will approach crucial education issues that the legislature may take up in the next session and in highlighting those issues on which CASB should proactively lobby for legislative change that will benefit local school boards and the students those boards serve. To be considered for inclusion at the CASB Delegate Assembly, new resolutions must be submitted by August 28th.

RELEVANT DATA AND EXPECTED OUTCOMES: Begin discussions on topics and ideas for legislative action, or suggested revisions or additions to current resolutions by reviewing final resolutions from CASB's 74th Annual Delegate Assembly.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Legislative action can help or hinder action at local level due to determination of funding and mandates
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Legislative action can help or hinder action at local level due to determination of funding and mandates
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Legislative action can help or hinder action at local level due to determination of funding and mandates
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	Legislative action can help or hinder action at local level due to determination of funding, regulatory hurdles, and mandates
Rock #5 — Customize our educational systems to launch each student toward success	Legislative action can help or hinder action at local level due to determination of funding, regulatory hurdles, and mandates

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Board members and Chief Officers will discuss suggestions for new or revised resolutions for submission to CASB by August 28th.

APPROVED BY: Marie LaVere-Wright, BOE

DATE: July 31, 2015