



**AGENDA  
REGULAR BOARD OF EDUCATION MEETING**

**August 11, 2016**

**Fantastic 49 - 5:30 p.m.**

**Business Meeting – 6:30 p.m.**

**Education Service Center – Board Room**

**Fantastic 49**

- Student Board of Representatives

**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 Personnel
- 4.02 Approval of Matters Relating to Licensed Personnel
- 4.03 Approval of Matters Relating to Educational Support Personnel
- 4.04 Approval of Matters Relating to Schedule B Personnel
- 4.05 Approval of Minutes of Special Board of Education Meeting 7/14/2016
- 4.06 Approval of Minutes of Regular Board of Education Meeting 7/14/2016

**5.00 *Board Update***

**5.01 *Chief Officer Update***

**5.02 *Student Board of Representatives Update***

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

**7.00 Action Items**

- 7.01 Reauthorization of the Pikes Peak Board of Cooperative Educational Services Contracts
- 7.02 Action on First Amendment to Site Lease for Banning Lewis Ranch Academy
- 7.03 Action on Policies that Support Restorative Practices
  - a. IHAK Character Education
  - b. JKB Student Detention
  - c. JKBA, JKBA-R Disciplinary Removal from Classroom
- 7.04 Action on Policy Review
  - a. BBBA Board Member Qualifications
  - b. EEAC, EEAC-R Bus Scheduling and Routing
  - c. EEAE Bus Safety Program
  - d. EEAEA, EEAEA-R District Employee/Driver Requirements, Training & Responsibility
  - e. EEBA District Owned Vehicles
  - f. IHAL Religion in the Curriculum
  - g. JFAA Residency Requirements for Admission
  - h. JFABA Nonresident Tuition Charges
  - i. JFABB Admission of Non-Immigrant Foreign Students

- j. JICEC Student Distribution of Noncurricular Materials
- k. JICED Student Expression Rights
- l. JID Students of Legal Age
- m. JIE/JIG Pregnant/Married Students
- n. JII Student Concerns, Complaints and Grievances
- o. JLIB Early Dismissal of Students
- p. KEC Public Concerns/Complaints about Instructional Resources
- 7.05 Adoption of Statement for Reduction in Program
- 7.06 Approval of Food Service Contract for Power Technical Early College (PTEC)
- 7.07 Action on School Readiness Assessment Waivers
- 7.08 Appoint Board Representative for Colorado Association of School Boards Delegate Assembly
- 7.09 Items Removed from Consent Agenda

#### **8.00 Information Items**

- 8.01 Process Improvement Update
  - a. EEAC-R Bus Scheduling and Routing
  - b. EEAEA-R District Employee/Driver Requirements, Training & Responsibility
  - c. IHAL-R Religion in the Curriculum
  - d. JFABB-R Admission of Non-Immigrant Foreign Students
  - e. JICEC-R Student Distribution of Noncurricular Materials
  - f. JLIB-R Early Dismissal of Students
  - g. KEC-E Public Concerns/Complaints about Instructional Resources

#### **9.00 Discussions Items**

- 9.01 Peak Partners Report (15 minutes)
- 9.02 Application Timeline for Liberty Tree Classical Academy Charter Application (10 minutes)
- 9.03 2016 Election Planning (10 minutes)
- 9.04 District Resolutions for Colorado Association of School Boards (10 minutes)
- 9.05 Board Evaluation Process (10 minutes)

#### **10.00 Other Business**

#### **11.00 Adjournment**

**DATE OF POSTING: August 4, 2016**

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**Donna Richer**  
**Executive Assistant to the Board of Education**



**BOARD OF EDUCATION AGENDA ITEM 4.01**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Paul Andersen, Human Resources Director
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Administrative Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	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 included 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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**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

**DATE:** July 29, 2016



**BOARD OF EDUCATION AGENDA ITEM 4.02**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Sally McDermott, Human Resources Manager
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Licensed Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	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 included 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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**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

**DATE:** July 29, 2016



### **BOARD OF EDUCATION AGENDA ITEM 4.03**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Nicole Evans, Human Resources Manager
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Educational Support Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	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 included 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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**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

**DATE:** July 29, 2016



**BOARD OF EDUCATION AGENDA ITEM 4.04**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Nicole Evans, Human Resources Manager
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Schedule B Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	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 included 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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**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

**DATE:** July 29, 2016

# **BOARD OF EDUCATION AGENDA ITEM 4.05**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Donna Richer, Executive Assistant to the Board of Education
<b>TITLE OF AGENDA ITEM:</b>	Approval of Minutes of Special Board of Education Meeting 7/14/2016
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent Action

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

**RATIONALE:** Board of Education directors 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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the consent agenda, including the minutes from the July 14, 2016 special board of education meeting.

**APPROVED BY:** Tammy Harold, Board Secretary

**DATE:** July 29, 2016

# **BOARD OF EDUCATION AGENDA ITEM 4.06**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Donna Richer, Executive Assistant to the Board of Education
<b>TITLE OF AGENDA ITEM:</b>	Approval of Minutes of Regular Board of Education Meeting 7/14/2016
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent Action

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

**RATIONALE:** Board of Education directors 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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the consent agenda, including the minutes from the July 14, 2016 regular board of education meeting.

**APPROVED BY:** Tammy Harold, Board Secretary

**DATE:** July 29, 2016



## **BOARD OF EDUCATION AGENDA ITEM 7.01**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Kathlynn Jackson, Director of Special Education
<b>TITLE OF AGENDA ITEM:</b>	Pikes Peak BOCES Annual Contract
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** The Pikes Peak Board of Cooperative Educational Services (BOCES) is utilized by Falcon School District 49 for providing a number of mandated special education services. These services are delineated in four contracts: 1) the first of these is for \$425,546, related to Visually Impaired Program, Deaf/Hard of Hearing, Audiology, and Speech-Language Pathology services; the second contract (\$26,500) is for one student slot at the Pikes Peak Pathways Program, providing day-treatment type services related to emotional and behavioral disabilities; the third contract, budgeted for student slots (\$3,900.00/month), is for the Liberty Program, serving students who are dual diagnosed (developmentally and emotionally disabled). Student slots that are not used for the Liberty Program will result in a credit. The fourth contract is for student slots (\$4,050/month) slots in the COLA program. This program primarily serves lower cognitive students that are also autistic.

**RATIONALE:** These are federally (IDEIA) and state (ECEA) required Special Education services. The Pathways Program and Liberty Program services are for out-of-district placements requiring more intensive intervention. Contracting these services through the Pikes Peak BOCES is more cost effective than contracting the services through other agencies.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Itinerant Services Contract: \$425,546; Pathways Program Contract: \$26,500; Liberty Program Contract: \$3900/month/student; COLA Program Contract: \$4050/month/student.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Reduced Itinerant Contract due to providing Deaf/Hard of Hearing and Audiology services by District Staff, implementation of the District PEAK program, which mirrors Pathways but brings the program into the District. This also reduces Transportation costs.
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Supports Best District in a manner that shows our commitment to meet the needs of all students and leverage additional program support.
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	Supports portfolio of schools for students with high needs and still maintaining service commitment and high level of support.
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	Focus on the individual needs of the student to excel academically, behaviorally, and socially.

**FUNDING REQUIRED:** \$966,546

**AMOUNT BUDGETED:** \$966,546



BOE Regular Meeting August 11, 2016  
Item 7.01 continued

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the Pikes Peak Annual BOCES contracts in item 7.01 as recommended by the administration.

**APPROVED BY:** Brett Ridgway, Chief Business Officer

**DATE:** July 29, 2016

**CONTRACT FOR SPECIAL EDUCATION SERVICES  
FOR ENROLLMENT BETWEEN**

**FALCON SCHOOL DISTRICT #49** (hereafter referred to as "District")

AND

**PPBOCES School of Excellence/Liberty Program**, (hereafter referred to as "Provider"), located at the Pikes Peak BOCES School of Excellence, 2883 South Circle, Colorado Springs, CO 80906

For daily enrollment at Pikes Peak Liberty Program during the 2016-2017 school year.

**The term of this contract is between August 1, 2016 and June 30, 2017**  
**(Start Date) (End date)**

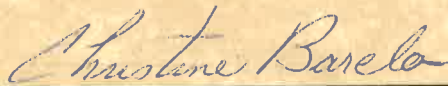
1. Annual rate per student is \$39,000.00. The District will be billed at a monthly rate of \$3,900.00 per student the months of August 2016 thru May 2017 for the 2016-2017 school year. Billing begins when the student is enrolled and ends when student is disenrolled. Referrals after the start of the school year will be billed at \$250.00 per day for the first partial month of enrollment. Subsequent months will be billed at the monthly rate.
1. The Provider will:
  - a. Send the District prior written notice for IEP reviews, annual reviews, and other meetings.
  - b. Follow the District's IEP or develop a new IEP with the District invited to participate.
  - c. Send copies of the current IEP and reports/assessments to the District within thirty (30) days and upon District request.
  - d. Make no amendments to IEPs without notification to the District.
  - e. Provide monthly attendance reports, and quarterly grade and progress reports, to the District.
  - f. Allow the District access to the SOE and the student's educational records to facilitate the District's oversight of the student's program.
  - g. Implement the IEP in good faith.
  - h. Provide a policy or policies of comprehensive general liability insurance. Limits of liability are not less than \$200,000 per person and \$2,000,000 per occurrence. Proof of such insurance will be provided to the District upon request.
  - i. Reimburse the District for any additional funds (e.g., DHS) received by the Provider for the District's specific students.
  - j. Issue final billing for contracts covering the regular school year prior to June 15.
  - k. If a legal challenge is made regarding the student's educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The Provider will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District's student.



1. Designate as the Provider contact person, the Assistant Principal of the PPBOCES School of Excellence, who may be reached by telephone at (719)635-6333.
2. The District will:
  - a. Retain the right to preview the school provider's educational and/or financial records relating to this agreement, or to the student.
  - b. Retain the right to review all IEPs and request meetings when necessary.
  - c. Collaborate with Provider to set up and complete triennial meetings.
  - d. Make good faith efforts to attend staffings and IEP meetings. If a District representative cannot attend, he/she may request a staffing be rescheduled at a mutually agreeable time, delegate district representation to a member of the staffing team, or request a conference call be set up. If the District does not attend, the District will abide by the IEP team's decision until another IEP meeting can be convened.
  - e. Designate an individual in the District to receive absence and other student reports.
  - f. Retain the obligation as the student's Administrative Unit of Residence to ensure that the student's IEP and enrollment in the School of Excellence offer the student a free appropriate public education in the least restrictive environment.
  - g. If a legal challenge is made regarding the student's educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The District will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District's student.
  - h. Provide immediate notice to the Provider of any potential legal claim that may implicate the Provider.
  - i. Pay within 30 days invoices for educational services and/or full program costs as specified above.
  - j. Resolve, including through disenrollment, attendance and absence related difficulties after seven (7) consecutive school day absences or as determined by IEP team.

2. Any amendments to this agreement shall be in writing.

PROVIDER  
AUTHORIZED SIGNATURE



PPBOCES Executive Director

*Executive Director 7-21-2016*

Title

DISTRICT  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONTRACT FOR SPECIAL EDUCATION SERVICES  
FOR ENROLLMENT BETWEEN**

**FALCON SCHOOL DISTRICT #49** (hereafter referred to as "District")

AND

**PPBOCES School of Excellence/COLA Program**, (hereafter referred to as "Provider"), located at the Pikes Peak BOCES School of Excellence, 2883 South Circle, Colorado Springs, CO 80906

For daily enrollment at Pikes Peak COLA Program during the 2016-2017 school year.

**The term of this contract is between August, 1, 2016 and June 30, 2017**  
(Start Date) (End date)

1. Annual rate per student is \$40,500.00. The District will be billed at a monthly rate of \$4,050.00 per student the months of August 2016 thru May 2017 for the 2016-2017 school year. Billing begins when the student is enrolled and ends when student is disenrolled. Referrals after the start of the school year will be billed at \$260.00 per day for the first partial month of enrollment. Subsequent months will be billed at the monthly rate.
1. The Provider will:
  - a. Send the District prior written notice for IEP reviews, annual reviews, and other meetings.
  - b. Follow the District's IEP or develop a new IEP with the District invited to participate.
  - c. Send copies of the current IEP and reports/assessments to the District within thirty (30) days and upon District request.
  - d. Make no amendments to IEPs without notification to the District.
  - e. Provide monthly attendance reports, and quarterly grade and progress reports, to the District.
  - f. Allow the District access to the SOE and the student's educational records to facilitate the District's oversight of the student's program.
  - g. Implement the IEP in good faith.
  - h. Provide a policy or policies of comprehensive general liability insurance. Limits of liability are not less than \$200,000 per person and \$2,000,000 per occurrence. Proof of such insurance will be provided to the District upon request.
  - i. Reimburse the District for any additional funds (e.g., DHS) received by the Provider for the District's specific students.
  - j. Issue final billing for contracts covering the regular school year prior to June 15.
  - k. If a legal challenge is made regarding the student's educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The Provider will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District's student.

1. Designate as the Provider contact person, the Assistant Principal of the PPBOCES School of Excellence, who may be reached by telephone at (719)635-6333.
2. The District will:
  - a. Retain the right to preview the school provider's educational and/or financial records relating to this agreement, or to the student.
  - b. Retain the right to review all IEPs and request meetings when necessary.
  - c. Collaborate with Provider to set up and complete triennial meetings.
  - d. Make good faith efforts to attend staffings and IEP meetings. If a District representative cannot attend, he/she may request a staffing be rescheduled at a mutually agreeable time, delegate district representation to a member of the staffing team, or request a conference call be set up. If the District does not attend, the District will abide by the IEP team's decision until another IEP meeting can be convened.
  - e. Designate an individual in the District to receive absence and other student reports.
  - f. Retain the obligation as the student's Administrative Unit of Residence to ensure that the student's IEP and enrollment in the School of Excellence offer the student a free appropriate public education in the least restrictive environment.
  - g. If a legal challenge is made regarding the student's educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The District will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District's student.
  - h. Provide immediate notice to the Provider of any potential legal claim that may implicate the Provider.
  - i. Pay within 30 days invoices for educational services and/or full program costs as specified above.
  - j. Resolve, including through disenrollment, attendance and absence related difficulties after seven (7) consecutive school day absences or as determined by IEP team.
2. Any amendments to this agreement shall be in writing.

PROVIDER  
AUTHORIZED SIGNATURE



PPBOCES Executive Director

*Executive Director 7-21-2016*

Title

DISTRICT  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## **BOARD OF EDUCATION AGENDA ITEM 7.02**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Brad Miller, legal counsel
<b>TITLE OF AGENDA ITEM:</b>	First Amendment to Site Lease for Banning Lewis Ranch Academy
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Banning Lewis Ranch Academy has an existing site lease dating from 2006. As part of the 2016 transaction, it is appropriate to terminate the existing lease and to add the parcel to the new lease. Further, the new lease contained an error in the name of the Building Corporation.

**RATIONALE:** A single lease will be easier and more logical to enforce.

**RELEVANT DATA AND EXPECTED OUTCOMES:** District property will be protected by current authoritative documentation.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	An updated lease agreement ensures proper use of district resources.
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	This action supports the growth of the BLRA program and facilities.
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** NA

**AMOUNT BUDGETED:** 0

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the First Amendment to Site Lease between D49 and Banning Lewis Ranch Academy Building Corp., LLC as presented.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** August 3, 2016



## **FIRST AMENDMENT TO SITE LEASE**

THIS FIRST AMENDMENT TO SITE LEASE ("Amendment") is dated this \_\_\_\_ day of August, 2016.

### **RECITALS**

- A. Reference is hereby made to that certain Site Lease dated as of July 1, 2016 by and between Falcon School District 49, as lessor, and Banning Lewis Ranch Academy Building Corp., LLC, as lessee (the "2016 Site Lease").
- B. Pursuant to the 2016 Site Lease the District leased a parcel of land on Visa Del Pico Boulevard for use by Banning Lewis Ranch Academy as a charter school.
- C. Reference is hereby made to that certain Site Lease dated as of July 13, 2006 by and between El Paso County School District No. 49 a/k/a Falcon School District 49, as lessor, and J.P. Morgan Trust Company, National Association, as lessee (the "2006 Site Lease").
- D. Pursuant to the 2006 Site Lease the District leased a parcel of land on Cottonwood Tree Drive for use by Banning Lewis Ranch Academy as a charter school.
- E. The parties desire to terminate the 2006 Site Lease and add the parcel leased thereunder to the 2016 Site Lease. In addition, the parties desire to correct the name of one of the parties in the 2016 Site Lease.
- F. NOW, THEREFORE, in consideration of the foregoing Recitals and their mutual understandings, covenants, and promises, the Parties agree as follows:

### **AGREEMENT**

- 1. The correct name of the lessee under the 2016 Site Lease is BLRA Building Corp., a Colorado nonprofit corporation incorporated on June 12, 2008 with Colorado Secretary of State ID number 20081316024. Accordingly, the parties agree that all references to the "Corporation" in the 2016 Site Lease shall mean BLRA Building Corp., a Colorado nonprofit corporation incorporated on June 12, 2008 with Colorado Secretary of State ID number 20081316024.
- 2. Effective immediately upon termination of the 2006 Site Lease pursuant to the terms of a Site Lease Termination Agreement in substantially the form attached hereto as Exhibit B, the 2016 Site Lease shall be deemed to be amended by substituting the Exhibit A-1 attached to this Amendment for the Exhibit A currently attached to the 2016 Site Lease.
- 3. Except as modified herein, the 2016 Site Lease shall remain in full force and effect in accordance with its terms.



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

BLRA Building Corp.

By: \_\_\_\_\_  
Yancy Eldredge, President

EL PASO COUNTY SCHOOL DISTRICT NO. 49  
a/k/a FALCON SCHOOL DISTRICT

By: \_\_\_\_\_  
Marie LaVere-Wright, President

Attest:

\_\_\_\_\_  
Tammy Harold, Secretary

EXHIBIT A-1  
Description of the Leased Parcels

EXHIBIT B

SITE LEASE TERMINATION AGREEMENT

This Site Lease Termination Agreement is entered into effective August 31, 2016.

1. Reference is hereby made to that certain Site Lease dated as of July 13, 2006 by and between El Paso County School District No. 49 a/ka/ Falcon School District, as lessor, and J.P. Morgan Trust Company, National Association, as lessee (the "2006 Site Lease").
2. The parties anticipate that the Colorado Educational and Cultural Facilities Authority will issue its Charter School Revenue Bonds (Banning Lewis Ranch Academy Project), Series 2016 (the "2016 Bonds"), within the next 60 days.
3. The parties agree that the 2006 Site Lease shall terminate immediately and automatically when the 2016 Bonds close. If the 2016 Bonds have not closed by October 31, 2016, this Agreement shall terminate and be of no further force or effect.

J.P. MORGAN TRUST COMPANY,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

EL PASO COUNTY SCHOOL DISTRICT NO. 49  
a/k/a FALCON SCHOOL DISTRICT NO.

By: \_\_\_\_\_  
Marie LaVere-Wright, President

Attest:

\_\_\_\_\_  
Tammy Harold, Secretary

AFTER RECORDING RETURN TO:

First American Heritage Title Company  
9475 Briar Village Point, Suite 200  
Colorado Springs, CO 80920

Attn: LAUREN RAYNE

**SITE LEASE**

by and between

**EL PASO COUNTY SCHOOL DISTRICT NO. 49,  
EL PASO COUNTY, COLORADO  
(ALSO KNOWN AS FALCON SCHOOL DISTRICT),  
as Site Lessor,**

and

**J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION,**  
solely in its capacity as Trustee under an Indenture of Trust dated as of the date hereof,  
as Site Lessee

Dated as of July 13, 2006

ROBERT C. "BOB" BALINK El Paso County, CO

07/14/2006 01:01:53 PM

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**THIS SITE LEASE** dated as of July 13, 2006 (this "Site Lease"), by and between **EL PASO COUNTY SCHOOL DISTRICT NO. 49, EL PASO COUNTY, COLORADO (ALSO KNOWN AS FALCON SCHOOL DISTRICT)**, as site lessor (the "District"), and **J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION**, solely in its capacity as trustee under an Indenture of Trust dated as of the date hereof, and its successors and assigns, as site lessee (in its capacity as trustee, the "Trustee").

**W I T N E S S E T H:**

WHEREAS, the District is a political subdivision of the State of Colorado (the "State") duly organized and validly existing under the laws of the State; and

WHEREAS, the District is the owner of the Site Leased Property (described herein); and

WHEREAS, the District is authorized under Section 22-32-110(1)(f), Colorado Revised Statutes, as amended, to lease the Site Leased Property to the Trustee and to execute, deliver and perform its obligations under this Site Lease; and

WHEREAS, the Trustee (a) is a national banking association duly organized and existing under the laws of the United States of America, (b) is duly qualified to do business in the State, (c) is executing and delivering and will perform its obligations under this Site Lease as trustee under the Indenture of Trust dated as of the date hereof by the Trustee (the "Indenture") pursuant to which there are being executed and delivered the "Certificates of Participation, Series 2006A, evidencing undivided interests in the right to receive certain revenues payable by El Paso County School District No. 49, El Paso County, Colorado (also known as Falcon School District) under a Lease Purchase Agreement dated as of July 13, 2006" (the "Certificates") and (d) in its capacity as Trustee, (i) will lease the Site Leased Property hereunder and (ii) is authorized, under its articles of association, action of its board of directors and applicable law, to lease the Site Leased Property and to execute, deliver and perform its obligations under this Site Lease; and

WHEREAS, the District has determined that the lease of the Site Leased Property to the Trustee pursuant to this Site Lease is in the best interests of the District; and

WHEREAS, the District desires to lease the Site Leased Property to the Trustee and the Trustee desires to lease the Site Leased Property from the District pursuant to this Site Lease; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

**Section 1. Definitions.** Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease dated as of the date hereof (the "Lease") between the Trustee, as lessor and the District, as lessee.

**Section 2. Representations, Covenants and Warranties by Trustee.** The Trustee represents, covenants and warrants that:

(a) The Trustee (i) is a national banking association duly organized and existing under the laws of the United States of America, (ii) is duly qualified to do business in the State and (iii) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to lease the Site Leased Property from the District and to execute, deliver and perform its obligations hereunder.

(b) The execution, delivery and performance of this Site Lease by the Trustee has been duly authorized by the Trustee.

(c) This Site Lease is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Site Lease by the Trustee does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Site Lease, the Lease, the Indenture or the Agreement to Construct, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Trustee.

(e) There is no litigation or proceeding pending or threatened against the Trustee or any other Person affecting the right of the Trustee to execute, deliver or perform its obligations under this Site Lease.

**Section 3. Representations, Covenants and Warranties by District.** The District represents, covenants and warrants that:

(a) The District is authorized under Section 22-32-110(1)(f), Colorado Revised Statutes, as amended, and all other applicable law to lease the Site Leased Property to the Trustee and to execute, deliver and perform its obligations under this Site Lease.

(b) The lease of the Site Leased Property to the Trustee pursuant to this Site Lease serves a public purpose and is in the best interests of the District and its residents.

(c) The execution, delivery and performance of this Site Lease by the District has been duly authorized by the District.

(d) This Site Lease is enforceable against the District in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of

Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(e) The execution, delivery and performance of the terms of this Site Lease by the District does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Site Lease, the Lease or the Indenture, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the District.

(f) There is no litigation or proceeding pending or threatened against the District or any other Person affecting the right of the District to execute, deliver or perform the obligations of the District under this Site Lease.

(g) No provision of the Certificates, the Indenture, the Lease, this Site Lease or the Agreement to Construct shall be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the District; (d) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

**Section 4. Lease and Terms.** The District hereby leases to the Trustee and the Trustee hereby leases from the District, on the terms and conditions hereinafter set forth, the Site Leased Property, which consists of the real property and the improvements thereon described in Exhibit A attached hereto and made a part hereof, subject to Permitted Encumbrances (as defined in the Lease).

The term of this Site Lease shall commence on the date hereof and shall end on June 30, 2046 (the "Site Lease Termination Date"); provided that, if prior to the Site Lease Termination Date, the interest of the Trustee in the Site Leased Property has been conveyed to the District pursuant to Article IX of the Lease, then the term of this Site Lease shall end on the date of such conveyance.

**Section 5. Rent and Payment.** The District acknowledges receipt from the Trustee as rent and payment hereunder, in full, the lump-sum of Fourteen Million Nine-Hundred Sixty Thousand Dollars (\$14,960,000) and other good and valuable consideration.

**Section 6. Purpose.** The Trustee shall use the Site Leased Property for the purpose of subletting the same to the District pursuant to the Lease; provided, that upon the occurrence of an

Event of Nonappropriation or an Event of Default under the Lease or Event of Default under the Indenture, the District shall vacate the Site Leased Property as provided in the Lease, the Trustee may exercise the remedies provided in the Lease and the Indenture and the Trustee may use or sublet the Site Leased Property for any lawful purposes.

**Section 7. Owner in Fee.** The District covenants that it is the owner in fee of the Site Leased Property, subject only to Permitted Encumbrances (as defined in the Lease).

**Section 8. Assignments and Subleases.**

(a) Unless an Event of Nonappropriation or an Event of Default under the Lease shall have occurred and except as may otherwise be provided in the Lease, the Trustee may not assign its rights under this Site Lease or sublet the Site Leased Property without the written consent of the District.

(b) In the event that (i) the Lease is terminated for any reason and (ii) this Site Lease is not terminated, the Trustee may sublease the Site Leased Property or any portion thereof, or sell or assign its interest in this Site Lease. Except as provided in this Site Lease, the District and the Trustee agree that, except as may otherwise be provided in the Lease, neither the District nor the Trustee will sell, mortgage or encumber the Site Leased Property or any portion thereof during the term of this Site Lease.

**Section 9. Right of Entry.** The District reserves the right, so long as no Event of Nonappropriation or Event of Default shall have occurred under the Lease, for any of its duly authorized representatives to enter upon the Site Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

**Section 10. Termination.** The Trustee agrees, upon the termination of this Site Lease, to quit and surrender the Site Leased Property to the District, and agrees that any fixtures, permanent improvements and structures existing as a part of the Site Leased Property at the time of the termination of this Site Lease shall remain thereon and all legal interests of the Trustee thereto shall vest in the District. The Trustee and any sublessee or assignee shall execute and deliver, upon request by the District, any instrument of transfer, conveyance or release necessary or appropriate to confirm the vesting of such legal interests in the District.

**Section 11. Default.** In the event the Trustee shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and except for any other exceptions enumerated in the Lease. In addition, so long as the Lease is in effect, this Site Lease shall not be terminated except as described in Section 10 hereof.

**Section 12. Quiet Enjoyment and Acknowledgment of Ownership.** The Trustee at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Site Leased Property, subject to the provisions of the Lease, and the District hereby acknowledges that the Trustee shall have a leasehold interest in the Site Leased Property, subject to the Lease.



**Section 13. Waiver of Personal Liability.** All liabilities under this Site Lease on the part of the Trustee are solely liabilities of the Trustee, and the District hereby releases each and every, member, director, employee and officer of the Trustee of and from any personal or individual liability under this Site Lease. No member, director, employee or officer of the Trustee shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Trustee hereunder.

**Section 14. Taxes; Maintenance; Insurance.**

(a) During the Lease Term of the Lease and in accordance with the provisions of the Lease, the District covenants and agrees to perform its obligations under the Lease with respect to the payment of any and all assessments of any kind or character and all taxes levied or assessed upon the Site Leased Property, and all maintenance costs, insurance premiums and costs and utility charges in connection with the Site Leased Property, subject to the terms of the Lease.

(b) In the event that (i) the Lease is terminated for any reason, (ii) this Site Lease is not terminated and (iii) the Trustee subleases all or any portion of the Site Leased Property or sells an assignment of its interest in this Site Lease, the Trustee or any sublessee or assignee of the Site Leased Property shall solely from the proceeds of such leasing or sale, obtain and keep in force all insurance that it is required to maintain under the Lease, pay or cause to be paid when due all taxes and assessments imposed thereon and maintain the Site Leased Property in good condition.

(c) **Damage, Destruction or Condemnation.** The provisions of the Lease shall govern with respect to any damage, destruction or condemnation of the Site Leased Property during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated and (c) either (i) the Site Leased Property or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of the Site Leased Property or any portion thereof or the estate of the District, the Trustee or any sublessee or assignee of the Trustee in the Site Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain, or (iii) breach of warranty or any material defect with respect to the Site Leased Property shall become apparent, or (iv) title to or the use of all or any portion of the Site Leased Property shall be lost by reason of defect in the title thereto, the Trustee or any sublessee or assignee of the Trustee shall cause any Net Proceeds of any insurance, performance bonds, condemnation award or any Net Proceeds received as a consequence of default or breach of warranty under any Project Contract relating to the Site Leased Property or other contract relating to the Site Leased Property to be applied in accordance with the provisions of Section 8.08 of the Lease.

**Section 15. Joint Use Services and Right of Access.**

(a) The District shall, at the request and option of the Trustee: (i) provide any or all of the Joint Use Services (defined in subsection (b) of this Section) to the Trustee in such amounts and at such times as are reasonably required by the Trustee; and (ii) cause

any property located adjacent to the Site Leased Property that is required for the provision of any of the Joint Use Services to be operated and maintained in good working condition, reasonable wear and tear excepted.

(b) The Joint Use Services are:

(i) Gas, steam, heat, ventilation and air conditioning;

(ii) Water;

(iii) Electrical power; and

(iv) Telecommunications services to end user telecommunications facilities installed on in the Site Leased Property or to be installed in the Site Leased Property in accordance with the Plans and Specifications.

(c) In the event that the Lease is terminated for any reason and this Site Lease is not terminated, then, in consideration for the provision of any Joint Use Services that are requested by the Trustee under subsection (a) of this Section, the Trustee shall pay the District an amount equal to the sum of (i) the costs incurred by the District in providing the Joint Use Services and (ii) a commercially reasonable charge for overhead and administration of the provision of the Joint Use Services. The amount payable by the Trustee pursuant to this subsection shall be determined by the District, whose determination shall, absent bad faith, be incontestable.

(d) The District shall provide to the Trustee access to the Site Leased Property and shall maintain such property in good condition as a road during the term of this Site Lease. The District hereby grants an easement for such access to the Trustee; provided that (i) such easement shall cease upon the termination of this Site Lease and (ii) the legal doctrine of merger shall not apply to such easement and such easement shall not be deemed to merge with the Lease during the term of this Site Lease.

**Section 16. Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 17. Compliance with Requirements of Law.** To the best knowledge of the District: (i) the Site Leased Property has at all times been operated in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Site Leased Property have been obtained and are in full force and effect and the District is in substantial compliance with the material terms and conditions of such permits; (iii) there is no pending litigation, investigation, administrative or other proceeding of any kind before or by any governmental authority or other Person relating to, or alleging, any violation of any Requirements of Law in connection with the Site Leased Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced; and (iv) the Site

Leased Property is not subject to any judgment, injunction, writ, order or agreement respecting any Requirements of Law.

**Section 18. No Merger.** The District and the Trustee intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease by the Trustee and the District nor the exercise of any remedies under this Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

**Section 19. Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon the Trustee and the District and their respective successors and assigns, subject, however, to the limitations set forth in Section 8 hereof. The Trustee shall be a third party beneficiary of this Site Lease to the extent rights are granted to it herein.

**Section 20. Trustee and District Representatives.** Whenever under the provisions hereof the approval of the Trustee or the District is required, or the District or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative and for the District by the District Representative, and the Trustee and the District shall be authorized to act on any such approval or request.

**Section 21. Certain Rights of 2006A Certificate Insurer.**

(a) Notwithstanding any other provision hereof or of the Indenture, so long as the 2006A Certificates are Outstanding and the 2006A Certificate Insurer is not in payment default under the 2006A Certificate Insurance Policy, the 2006A Certificate Insurer will be deemed to be the Owner of each 2006A Certificate for the purpose of exercising all rights of such Owner other than as provided in Section 9.02 of the Indenture.

(b) The 2006A Certificate Insurer shall be provided with copies of all notices provided to any party hereto.

(c) Notwithstanding any other provision hereof, the provisions of this Section, all other provisions hereof included for the benefit of the 2006A Certificate Insurer and all references in this Site Lease to the 2006A Certificate Insurer and the 2006A Certificate Insurance Policy will be ineffective (i) when no 2006A Certificates are Outstanding and (ii) following a failure by the 2006A Certificate Insurer to pay the principal of or interest on any 2006A Certificate pursuant to the 2006A Certificate Insurance Policy.

**Section 22. Notices to S&P and Moody's.** All notices, certificates or other communications given to the Owners hereunder shall also be given to S&P and Moody's.

**Section 23. Notices.** All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested,

postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing.

**Section 24. Amendments, Changes and Modifications.** Except as otherwise provided herein, this Site Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Site Lease is executed.

**Section 25. Events Occurring on Days that are not Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right under this Site Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Site Lease.

**Section 26. Applicable Law.** The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Site Lease.

**Section 27. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.


**Section 28. Execution.** This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Lease Agreement.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the District and the Trustee have caused this Site Lease to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

EL PASO COUNTY SCHOOL DISTRICT  
NO. 49, EL PASO COUNTY, COLORADO  
(ALSO KNOWN AS FALCON SCHOOL  
DISTRICT)


[SEAL]

By   
\_\_\_\_\_  
President, Board of Education

Attest:

By   
\_\_\_\_\_  
Secretary, Board of Education

J.P. MORGAN TRUST COMPANY,  
NATIONAL ASSOCIATION, solely in its  
capacity as trustee under the Indenture

By   
\_\_\_\_\_  
Name Debra M Rayman

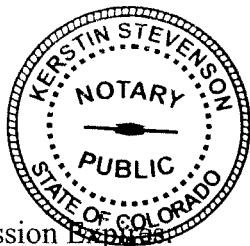
[Signature Page to Site Lease]

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF EL PASO                 )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2006, by Dave Martin, as President, and by Dave Stark, as Secretary, of the Board of Education of El Paso County School District No. 49, El Paso County, Colorado (also known as Falcon School District).

WITNESS my hand and official seal.

[SEAL]



My Commission Expires  
*My Commission Expires Sept. 3, 2008*

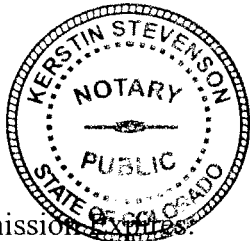
K - S E  
Notary Public

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2006, by Debra M. Rayman, as authorized signatory of J.P. Morgan Trust Company, National Association.

WITNESS my hand and official seal.

[SEAL]



My Commission Expires:

**My Commission Expires Sept. 3, 2008**

K \_\_\_\_\_ S \_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **DESCRIPTION OF THE SITE LEASED PROPERTY**

The Site Leased Property consists of the Site Leased Land, Site Leased Improvements and Site Leased Equipment described below:

#### **Site Leased Land**

##### ***Legal Description of Elementary School Parcel:***

That portion of Section 19, Township 13 South, Range 65 West, in the City of Colorado Springs, El Paso County, Colorado, described as follows:

Beginning at the most northerly corner of Stetson Hills Subdivision Filing No. 18; thence South 51 degrees 06 minutes 20 seconds West along the Northwestern line of said Filing No. 18, a distance of 189.20 feet to the Northerly line of Stetson Hills Subdivision Filing No. 22; thence North 38 degrees 53 minutes 40 seconds West along said Northerly line, 156.17 feet; thence Westerly along a tangential curve concave to the South, with a radius of 275.00 feet, a central angle of 62 degrees 55 minutes 02 seconds, 301.98 feet; thence North 01 degree 09 minutes 55 seconds East continuing along said Northerly line, along a line not tangent to said curve, 41.83 feet; thence North 50 degrees 53 minutes 52 seconds West continuing along said Northerly line, 195.08 feet to the most Easterly Southeast corner of a parcel of land described at Reception No. 201001875; thence North 16 degrees 29 minutes 08 seconds East along the East line of said parcel, 482.66 feet to the Northeast corner thereof, said point being on the Southerly line of Bridlespur Avenue (platted as Comstock Loop in Stetson Hills Subdivision Filing No. 1) and on a non-tangent curve concave to the Southwest, the center of circle of said curve bears South 18 degrees 07 minutes 27 seconds West from this point; thence Southeasterly along said curve, 228.61 feet, a central angle of 19 degrees 52 minutes 33 seconds, with a radius of 659.00 feet; thence South 52 degrees 00 minutes 00 seconds East tangent to said curve, continuing along said Southerly line, 603.21 feet; thence Southeasterly along a tangential curve concave to the Southwest, with a radius of 659.00 feet, a central angle of 8 degrees 25 minutes 59 seconds, 96.99 feet to the Northwestern line of Jackpot Drive (platted in Stetson Hills Subdivision Filing No. 19); thence South 50 degrees 00 minutes 00 seconds West along said Northwestern line, 285.39 feet to the Point of Beginning

##### ***Legal Description of High School Parcel:***

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 28 AND THE EAST 1/2 OF SECTION 29, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST, OF THE 6TH PRINCIPLE MERIDIAN, EL PASO COUNTY COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NE CORNER OF SAID SECTION 29, THENCE S20°18'08"E A DISTANCE OF 1436.73 FEET TO A POINT OF CURVE TO THE RIGHT, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

- 1) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1550.00 FEET, A DELTA ANGLE OF 18°59'27", AN ARC LENGTH OF 513.75 FEET, WHOSE LONG CHORD BEARS S28°34'31"W A DISTANCE OF 511.40 FEET;
- 2) THENCE S38°03'54"W A DISTANCE OF 508.27 FEET;
- 3) THENCE S38°44'41"W A DISTANCE OF 681.74 FEET;
- 4) THENCE N51°15'19"W A DISTANCE OF 420.24 FEET TO A POINT OF CURVE TO THE LEFT;
- 5) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 3060.00 FEET, A DELTA ANGLE OF 23°12'12", WITH AN ARC LENGTH OF 1239.22 FEET, WHOSE LONG CHORD BEARS N62°51'25"W A DISTANCE OF 1230.77 FEET;
- 6) THENCE N14°47'33"E A DISTANCE OF 96.41 FEET TO A POINT OF CURVE TO THE LEFT;
- 7) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1790.00 FEET, A DELTA ANGLE OF 37°15'49", WITH AN ARC LENGTH OF 1164.16 FEET, WHOSE LONG CHORD BEARS N03°50'21"W A DISTANCE OF 1143.75 FEET;
- 8) THENCE N89°19'41"E A DISTANCE OF 825.40 FEET;
- 9) THENCE S67°10'55"E A DISTANCE OF 1773.03 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,049,195 SQ. FT. OR 70.00 ACRES MORE OR LESS.

### **Site Leased Improvements**

#### ***Elementary No. 9 Property***

All of the improvements described in that portion of the Plans and Specifications attached to the Agreement to Construct relating to Elementary School No. 9.

#### ***New Falcon High School Property***

That portion of the improvements described in that portion of the Plans and Specifications attached to the Agreement to Construct relating to New Falcon High School which consists of all site earthwork, including final construction grading (excluding landscape and finish grading), and the building pad.

### **Site Leased Equipment**

There is no Site Leased Equipment.

## **BOARD OF EDUCATION AGENDA ITEM 7.03**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Dr. Lou Fletcher, Director of Culture and Services
<b>TITLE OF AGENDA ITEM:</b>	Restorative Practices BOE Resolution-Policy Review 2
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Restorative Practices (RP) abrogates the Zero Tolerance mindset. The use of RP is the foundation for building relationships, fostering accountability, addressing harm, and repairing harm by facilitating resolution to disciplinary situations.

**RATIONALE:** Following the BOE resolution to support RP as the primary methodology for conduct and discipline in District 49 starting in the 2016-17 school year, it is necessary to review and revise current conduct and discipline policies to ensure they align with restorative practice. The latter has begun and will continue as needed throughout the summer break. In turn, principals will need to review their building and classroom policies to ensure they align with RP; any zero-tolerant policies or procedures will be reviewed and removed accordingly.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Restorative practices are social-emotional interventions that address traditional conduct and discipline incidents by applying both accountability and relational capacity to repair harm for all of the parties involved in an incident, which has been a successful strategy in multiple school districts around the nation. The BOE resolution is the transparent catalyst that empowers district-wide action to review discipline policies, and then act to revise the district's practice to empower restorative outcomes.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	RP is an accountable process that is also transparent; therefore, stakeholders will participate in a fair (transparent) process that respects and cares for students in distress.
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	RP is a community relevant program that uses dialogue to ensure that outcomes develop a growth mindset for the students and community.
<b>Rock #3</b> — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	RP is a social-emotional support mechanism that has advocacy in the legislature; hence the best districts will lead the way.
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	Exceptional schools ensure that students receive the maximum instructional time available; while employing accountable discipline practices, which still respect their students' humanity.
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	Students who have appropriate social-emotional support can concentrate on academics, which afford students the capability to maximize their learning opportunities and outcomes.

**FUNDING REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the policies and regulations in item 7.03 as recommended by the Administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** July 29, 2016



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Character Education</b>
Designation	<b>IHAK</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

The Board of Education believes that while parents are the primary and most important moral educators of their children, the school and community should reinforce parental efforts. Therefore, the Board directs the Chief Education Officer ([CEO](#)) or designee to develop, with input from parents and other community members, a character education program.

The program should be designed to help students cultivate skills, habits and qualities of character that will promote an upright, moral and desirable citizenry and better prepare students to become positive contributors to society, including:

- Honesty
- Respect
- Responsibility
- Courtesy
- Respect for compliance with the law
- Integrity
- Respect for parents, home and community
- The dignity and necessity of a strong work ethic
- Conflict resolution skills

[Restorative practice was adopted by School District 49's Board of Education as its primary approach to mediate conduct and discipline issues. The aforementioned restorative approach supports the goals of character education by promoting the latter stated desired outcomes \(e.g., honesty, respect, responsibility, courtesy, respect for compliance with the law, integrity, etc.\). The adoption of restorative practice was preceded by input from parents and community members; therefore, it exceeds the guidance provided to the CEO by the board to develop a character education program. Restorative practices are community relevant interventions that use dialogue to ensure that outcomes address the harm of incidents, which develops a growth mindset for the students and community.](#)

Teachers shall strive to model and promote the guidelines of behavior established in the character education program.

- Adopted: March 11, 2010
- Revised: October 27, 2011
- Revised: August 11, 2016

### LEGAL REFS:

- C.R.S. 22-29-101et seq. (*character education program strongly encouraged by state law*)

### CROSS REFS:

- ADA, School District Educational Objectives



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Student Detention</b>
Designation	<b>JKB</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

Reasonable detention of students at the close of the school day shall be permitted under the following conditions:

1. Appropriate consideration shall be given to factors of student transportation, traffic patterns, weather, and any other extenuating circumstances.
2. The age and grade level of the student shall be considered in determining the length of time a student may be detained after school.
3. In the event that a student is to be detained after the normal closing time, the parents or legal guardian shall be notified in advance. If the parents cannot be reached, detention shall be postponed until such time as communication with the home is established.

Saturday detention may be assigned to secondary students for more serious discipline violations or repetitive problems where suspension has not been deemed necessary.

The detention environment should be educational in nature with direct adult supervision of the detained student(s). Homework assignments, unfinished classwork, or supplemental work in subject areas where the student(s) has/have challenges should be undertaken while the student is a detainee. Restorative interventions should be applied to address the harm that the student caused to put themselves in a detained environment and what the students could do to repair the harm.

- Adopted: May 19, 1994
- Revised: July 12, 2001
- Revised: July 8, 2010
- Revised: August 11, 2016

### CROSS REF:

- JKD/JKE, Suspension/Expulsion of Students



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Disciplinary Removal from Classroom</b>
Designation	<b>JKBA</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

It is the policy of the Board of Education to maintain classrooms in which student behavior does not interfere with the ability of the teacher to teach effectively or the ability of other students to participate in classroom learning activities.

Students shall be expected to abide by the code of conduct adopted by the Board and any other appropriate classroom rules of behavior established by the building principal and/or classroom teacher for the purpose of maintaining order and a favorable academic atmosphere. Any student who violates the code of conduct or other classroom rules may be subject to removal from class and/or disciplinary action. A teacher may remove the student from the teacher's class in accordance with this policy, its accompanying regulation and applicable law.

Student removal from class is a serious measure and should not be imposed in an arbitrary, casual, or inconsistent manner. Behavioral expectations [communicated using a restorative approach](#) are always more constructive and more likely to be followed when they are communicated [as clearly as possible to in a manner intended to build relational capacity with](#) students. ~~However~~Although, it is neither possible nor necessary to specify every type of improper or inappropriate behavior, or every circumstance that would justify removal from class under this policy, [it is possible to stipulate that removal from class should not be the result of a zero-tolerant school practice](#). Teachers are expected to exercise their best professional judgment in deciding whether it is appropriate to remove a student from class in any particular circumstance, [but they should also consider the potential impact of lost instructional time on the student's learning outcomes](#). All instances of formal removal from class shall be documented.

A teacher is authorized to [immediately exercise discretion and employ due process to](#) remove a student from the teacher's classroom if the student's behavior:

1. Violates the code of conduct adopted by the Board;
2. Is dangerous, unruly, or disruptive;
3. Seriously interferes with the ability of the teacher to teach the class or other students to learn.

A student with a disability may be removed from class and placed in an alternative educational setting only to the extent authorized by state and federal laws and regulations.

Removal from class under this policy does not prohibit the District from pursuing or implementing additional disciplinary measures, including but not limited to [restorative interventions](#), detentions, suspensions, or expulsions for the conduct or behavior for which the student was removed, in accordance with Board policy concerning student suspensions, expulsions and other disciplinary interventions.

The Chief Education Officer or designee is directed to establish procedures to implement this policy so that removals from a classroom occur in a consistent manner throughout the district. Parents/guardians shall be notified of the student's removal from class in accordance with established procedures.

- Adopted: August 10, 2000
- Revised: February 15, 2006
- Reviewed: March 24, 2010
- Revised: June 30, 2011
- Revised: September 12, 2013
- Revised: August 11, 2016

## LEGAL REF:

- C.R.S. 22-32-109.1 (2)(a)(I)(B) (*policy required as part of conduct and discipline code*)

## CROSS REF:

- JIC, subcodes (all pertain to student conduct)
- JK, Student Discipline, and subcodes

## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Disciplinary Removal from Classroom</b>
Designation	<b>JKBA-R</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

### Disciplinary Removal from Classroom

Staff, including administrators and teachers, must use their training, experience, and authority to create schools and classes where effective learning is possible. Students should be able to attend school and classes as free as reasonably possible from unnecessary and unwarranted distraction and disruption. Such behavior interferes with the classroom environment and will ~~not be tolerated~~ be addressed directly using restorative practices.

A student who engages in classroom conduct or behavior prohibited by the code of conduct may be removed from class by a teacher and placed temporarily in an alternative setting in accordance with these procedures. The alternative setting should be educational in nature and the student should not be kept out of the classroom any longer than is necessary to receive restorative discipline for their behavior.

For purposes of this policy and procedure, a "class" includes regular classes, special classes, resource room sessions, labs, study halls, library time, school assemblies, and other such learning opportunities taught or supervised by a teacher. "Teacher" means a person holding a license issued by the state who is employed to instruct, direct, or supervise the instructional program.

### Informal removal from class

An informal removal from class occurs when a student ~~breaks one or several classroom rules~~ behaves in a manner that is inconsistent with the code of conduct in during a class period or ~~during throughout~~ the school day. The teacher may remove a student ~~by using approved discipline management techniques if the student is not responding positively to restorative interventions or by~~ sending the student to the principal's or designee's office for a short period of time. The principal or designee will continue to attempt restorative interventions in an effort to return the student to the instructional environment without undue delay. Generally, the student will be allowed to return to his or her classroom later the same day. The procedures set forth below do not apply to an informal removal from class.

### Formal removal from class

A teacher may formally remove a student from class for the following conduct or behavior:

1. Conduct that is prohibited in the student code of conduct. A teacher's decision to remove a student from class for behavior covered by board policies regarding suspension and expulsion may, but does not necessarily mean, that the student will also be suspended and/or recommended for expulsion.
2. Disruptive, dangerous, or unruly behavior. The following behavior, by way of example and without limitation, may be determined to be disruptive, dangerous, or unruly:
  - a. Inappropriate physical contact intended or likely to hurt, distract, or annoy others such as hitting, biting, pushing, shoving, poking, pinching, or grabbing.
  - b. Inappropriate verbal conduct intended or likely to upset, distract, or annoy others such as name calling, teasing, or baiting.
  - c. Behavior that may constitute sexual or other harassment.
  - d. Repeated or extreme inappropriate verbal conduct likely to disrupt the educational environment, particularly when others are talking (e.g., lecture by teacher, response by other student, presentation by visitor) or during quiet study time.
  - e. Throwing any object, particularly one likely to cause harm or damage such as books, pencils, scissors, etc.



- f. Inciting other students to act inappropriately or to unwarrantedly disobey the teacher or school or class rules, including without limitation, inciting others to walk out.
  - g. Destroying or damaging the property of the school, the teacher, or another student.
  - h. ~~Loud, obnoxious, or outrageous behavior~~ Creating an unsafe physical, emotional, or psychological environment.
3. Conduct that otherwise interferes with the ability of the teacher to teach effectively. Students are required to cooperate with the teacher by listening attentively, obeying all instructions promptly, and responding appropriately when called upon. A student's noncompliance may, in turn, distract others either by setting a bad example or by diverting the class from the lesson to the student's inappropriate behavior. By way of example and without limitation, this behavior includes:
- a. Open defiance of the teacher, manifested in words, gestures, or other overt behavior
  - b. Open disrespect of the teacher, manifested in words, gestures, or other overt behavior
  - c. Other behavior likely ~~to~~ intended to sabotage or undermine classroom instruction
- Teachers should not engage in inappropriate interactions that bait a student into misconduct. For example:
- a. Calling out or belittling a student based on race, linguistic heritage, gender, or other identity factor
  - b. Disclosing individual academic performance as a mechanism to humiliate a student in front of their peers
  - c. Making a student the subject of a joke or teasing the student about their personal or physical characteristics

#### **Procedures to be followed for formally removing a student from class**

Unless the behavior is extreme as determined by the teacher, a teacher shall employ restorative practices and warn a student that continued misbehavior may lead to removal from class. When the teacher determines that removal is appropriate, the teacher should take one of the following courses of actions:

1. Instruct the student to go to the main office. Unless prevented by the immediate circumstances, the teacher shall inform the building principal or designees of the reason for the student's removal from class.
2. Obtain coverage for the class and escort the student to the main school office. The teacher shall inform the building principal or designee of the reason for the student's removal from class.
3. Seek assistance from the main school office or other available staff. When assistance arrives, the teacher or the other staff member should accompany the student to the main office. The principal or designee shall be informed of the reason for the student's removal.

Within 24 hours of the student's removal from class, the teacher shall submit to the building principal or designee a short and concise written explanation of the basis for the student's removal from class and any restorative interventions that were attempted to prevent removal.

#### **Notice to parent/guardian**

As soon as practicable, the building principal or designee shall notify the student's parent/guardian in writing that the student was removed from class. The written notice shall specify the class from which the student was removed, the duration of the removal, and the basis for the removal as stated by the teacher. The notice shall provide an opportunity for the parent/guardian to attend a student-teacher conference regarding the removal. If the student's removal from class is also subject to disciplinary action (i.e., suspension or recommendation for expulsion) for the particular classroom misconduct, the student's parent/guardian shall also be notified of the disciplinary action in accordance with legal and policy requirements.

#### **Placement procedures**

Each building principal shall designate a room or other suitable place in the school for serve as the short-term removal area.

When the student arrives at the main office, the building principal or designee shall give the student an opportunity to briefly explain the situation in accordance with due process. If the building principal or designee is not available immediately upon the student's arrival, the student will be taken to the designated short-term removal area; and the principal or designee will speak to the student as soon as practicable.



At the discretion of the building principal or designee, the student may be placed in another appropriate class, program, or educational setting, provided students are supervised in such alternative setting.

Students placed in the short-term removal area shall be supervised. During their time of placement, students are expected to do work of an academic nature. If possible, such work shall be related to the work in the class from which the student was removed or may be related to the student's misconduct. In no event shall a student's time in the short-term removal area be recreation or other free time.

In most cases, a student shall remain in the short-term removal area for the duration of the class from which he or she was removed. Prior to allowing the student to resume his or her normal schedule, the building principal or designee shall ~~appear to the student to determine whether the student is, or appears to be, employ~~ restorative practices to determine if the student is emotionally -ready and able to return to class ~~without recurrence of the behavior for which the student was removed~~. In the event it is not deemed appropriate to return the student to regular classes, the building principal or designee may consider a different placement option.

### **Behavior plan**

The principal or designee and teacher shall consider whether a behavior plan should be developed for the student upon the student's first removal from class. The behavior plan will be similar ~~if not the same, as a remedial~~ to the discipline plan developed for disruptive students in accordance with Policy JK. A behavior plan shall be developed after the teacher formally removes a student from class for the second time.

### **Removal for remainder of term**

Upon the third formal removal from class, a student shall be officially removed from the teacher's class for the remainder of the term. The principal shall be responsible for determining the appropriate placement of the student, which may or may not be another section of the same class, depending on a variety of circumstances. The principal's decision regarding placement is final.

~~Once a student is officially removed from class, a loss of credit may occur if the principal determines that it would be too disruptive to enroll the student in another class after the start of the term. Every effort will be made to ensure that the student will not be negatively impacted academically if their subsequent behavior would allow them to continue their studies in another section of the course.~~

### **Review by principal or designee**

The principal or designee is required to collect data pertaining to the number of students who are removed from class during the year. This information will be reported ~~to the public on the safety section of the school report card~~ in the student information system by documenting the student, the teacher, anyone harmed by the student's behavior, any students who were questioned by the administration about the incident, details of the incident, and the amount of time the student was out of the instructional environment. While there are a variety of factors to consider when analyzing this data, an unusually high number of formal documented student removals from any one teacher may be cause for concern. The principal shall review this data with teachers at least annually.

A student may be removed from a classroom by a teacher only in accordance with the requirements of this regulation and accompanying policy and the applicable provisions of state and federal law. All teacher actions under this regulation shall be subject to evaluation and supervision by the teacher's supervisor as provided in Board policies and procedures.

- Adopted: August 10, 2000
- Revised: February 15, 2006
- Revised: April 8, 2010
- Revised: September 12, 2013
- Revised: August 11, 2016

## **BOARD OF EDUCATION AGENDA ITEM 7.04**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	D. Richer, Executive Assistant to the BOE
<b>TITLE OF AGENDA ITEM:</b>	Policy and Procedure Review
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Ongoing review of Board policies to ensure compliance with current laws and regulations and to ensure policies align with practices that best serve the district.

**RATIONALE:** Board policies are routinely reviewed to ensure that they are current and reflect applicable federal and/or state regulations as well as the needs and processes of the districts.

### **RELEVANT DATA AND EXPECTED OUTCOMES:**

<b>No.</b>	<b>Designation</b>	<b>Title</b>	<b>Reviewed by</b>	<b>Recommendations</b>
7.04a	BBBA	Board Member Qualifications	D. Richer	Add director district
7.04b	EEAC	Bus Scheduling and Routing	G. Hammond	Periodic review; minor revisions
7.04c	EEAE	Bus Safety Program	G. Hammond	Periodic review; no changes
7.04d	EEAEA,	District Employee/Driver Requirements, Training and Responsibilities	G. Hammond	Periodic review; see revisions
7.04e	EEBA	District-Owned Vehicles	G. Hammond	Periodic review; minor revisions
7.04f	IHAL	Religion in the Curriculum	L. Fletcher	Reviewed case law and 1 <sup>st</sup> amendment to US Constitution; recommend repeal of regulation
7.04g	JFAA	Residency Requirements for Admission	L. Fletcher	Added item for military children
7.04h	JFABA	Nonresident Tuition Charges	L. Fletcher	
7.04i	JFABB	Admission of Non-immigrant Foreign Students	L. Fletcher	Periodic review; see revisions
7.04j	JICEC	Student Distribution of Noncurricular Materials	L. Fletcher	Periodic review; see revisions
7.04k	JICED	Student Expression Rights	L. Fletcher	Periodic review; no changes
7.04l	JID	Students of Legal Age	L. Fletcher	Periodic review; minor revision
7.04m	JIE/JIG	Pregnant/Married Students	L. Fletcher	Periodic review; no changes
7.04n	JII	Student Concerns, Complaints & Grievances	L. Fletcher	Periodic review; minor change
7.04o	JLIB	Early Dismissal of Students	L. Fletcher	Periodic review; minor change
7.04p	KEC	Public Concerns/ Complaints about Instructional Resources	L. Fletcher A. Whetstine	Periodic review; minor changes

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Updating policy to reflect current laws, regulations and best practices provides a solid foundation to lead the District.
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** After review and discussion, I move to approve the 16 policies in item 7.04.

**REVIEWED BY:** Peter Hilts, Chief Education Officer

**DATE:** July 29, 2016



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	Board Member Qualifications
Designation	<b>BBBA</b>
Office/Custodian	<b>Board of Education/Executive Assistant to the BOE</b>

A candidate for the office of school director shall be:

1. aA resident of the school district and a registered voter, as shown on the books of the county clerk and recorder, for at least 12 consecutive months prior to the election.
2. eEigh~~te~~en (18) years or older by the date of the election.
3. aA citizen of the United States.
- ~~3.~~4. a resident of the director district in which he or she is a candidate

No candidate may run representing a political party.

In addition, any person who has been convicted of, pled guilty or nolo contendere to, or received a deferred judgment of sentence for commission of a sexual offense against a child is ineligible for election to a school district board of education.

Similarly, any board member who is convicted of, pleads guilty or nolo contendere to, or receives a deferred judgment for a sexual offense against a child while serving on a board shall become ineligible to serve and a vacancy shall be created. Any person who is the subject of a pending charge of commission of a sexual offense against a child at the time of election is ineligible for election to a school district board of education.

It is important that the candidate be sincerely and honestly interested in serving the whole school district for the best interests of all children. Board members shall be nonpartisan in dealing with school matters. The Board does not wish to subordinate the education of children and youth to any partisan principle, group interest or personal ambition.

- Adopted: October 8, 2009
- Reviewed: December 11, 2014
- Revised: August 11, 2016

### LEGAL REFS:

- C.R.S. 22-31-107 (*qualifications and nomination of candidates for school director*)
- C.R.S. 1-2-101, 102 (*qualification and registration of elections*)
- C.R.S. 1-4-803 (*petitions for nominating school directors*)



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	Bus Scheduling and Routing
Designation	EEAC
Office/Custodian	Operations/Director of Transportation

### Route planning

Safety of the students and the effective use of drivers, ~~and~~ equipment, and available time will be the focus of route planning.

The Director of Transportation is responsible for the establishment of bus stops and the creation of routes under state regulation and department procedures.

~~Efficiency tools to be applied are consolidated trips (double trips in a single run) and staggered school bell times. Route planning will maximize bus capacity. Transportation service will not be provided on private roads, driveways or dead-end roads. The safest path of travel will be considered limiting u-turns and turn-arounds.~~

- Adopted May 17, 1984
- Revised: August 12, 1989
- Revised: November 3, 1994
- Revised: April 1, 1999
- Revised: April 7, 2005 (previously three separate policies: EEA, EEAA, and EEAC)
- Revised: November 3, 2005
- Revised: August 12, 2010 (to separate policy: EEA/EEAA/EEAC)
- Revised: Temporary Revision: August 11, 2011
- Revised: August 24, 2011
- Revised: August 11, 2016

### LEGAL REFS:

- C.R.S. 22-32-113 (2) (*Board may determine routes*)
- C.R.S. 43-4-1904 (*discharge of passengers*)
- ~~1 CCR 301-26, Rule 4204-R-17.00 (*Route Planning – Student Loading and Discharge*) Rule 42204-R-224.00 (*small vehicles, 14 or less passenger capacity multifunction buses, or school buses may be operated on route*)~~

### CROSS REFS:

- JQ, Student Fees, Fines and Charges
- LBD-R, Relations with District Charter Schools [GH1]



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Bus Safety Program</b>
Designation	<b>EEAE</b>
Office/Custodian	<b>Operations/Director of Transportation</b>

The safety and welfare of student riders shall be the first consideration in all matters pertaining to transportation. Pursuant to Colorado Department of Education regulations, safety precautions shall include the following:

1. Students shall be instructed about the proper procedure for boarding and exiting from a school bus and about proper and safe conduct while aboard.
2. Emergency evacuation drills shall be conducted at least two times a year to acquaint student riders with procedures in emergency situations.
3. Passengers of any school bus used on mountainous terrain shall not occupy the front row of seats and any seats located next to emergency doors unless the bus is equipped with retarders which supplement the bus brake system or the passengers are adequately restrained in a fixed position.
4. All vehicles used to transport students shall be inspected periodically to see that they meet safety regulations.

A bus driver who observes a vehicle passing the school bus when the signal lights are activated shall notify the Director of Transportation or designee of the violation and provide the basic information required by law. The Director of Transportation or designee shall convey this information to the appropriate law enforcement agency.

The District shall comply with all state laws and regulations pertaining to the operation of school buses and shall make these requirements known to bus drivers. It also shall cooperate with local safety officials in formulating and accomplishing its school bus safety program.

- Adopted: October 12, 1989
- Revised: March 4, 1999
- Revised: April 28, 2010
- Reviewed: August 11, 2016

### LEGAL REFS:

- C.R.S. 42-4-707 (*certain vehicles must stop at railroad grad crossings*)
- C.R.S. 42-4-1901-1904
- 1 CCR 301-26, Rules 4204-R-200 *et seq.*

### CROSS REFS:

- EEAEG, Use of Wireless Communication Devices by District Employees



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>District Employee/Driver Requirements, Training and Responsibilities</b>
Designation	<b>EEAEA</b>
Office/Custodian	<b>Operations/Director of Transportation</b>

All District employees that drive a District vehicle shall conform to ~~all~~ federal and state laws and regulations, Board of Education policies, and departmental procedures and rules of the Colorado Department of Education in regarding vehicle to use, insurability standards, motor vehicle record (MVR) monitoring, accident reporting, training, licensing, and other requirements and shall participate in required training programs.

Those District employees that transport students shall also conform to the additional requirements set forth by the Colorado Department of Education rules and regulations regarding operation of school transportation vehicles.

The Transportation Director is responsible for

- Establishing and conducting a vehicle accident review committee to make vehicle accident preventability determinations;
- Establishing the district vehicle insurability standards, in consultation with the District risks and benefits manager and the district vehicle insurance provider;
- Establishing district procedures for a MVR monitoring program;
- Establishing and conducting the District's Department of Transportation required Drug and Alcohol Testing Program for commercial vehicle drivers; and
- Communicating with the direct supervisor of any district employee regarding any concern raised while driving a district vehicle.

- Current practice codified: 1992
- Revised: March 4, 1999
- Revised: November 11, 2010
- Revised: August 11, 2016

### LEGAL REFS:

- C.R.S. 42-2-401 *et seq.* (Commercial Driver's License Act)
- 1 CCR 301-26, Rules 4204-R-200 *et seq.*

### CROSS REF:

- EEAEAA, Drug and Alcohol Testing for Commercial Drivers/Licensed Employees
- EEBA, School-Owned Vehicles

~~NOTE: Refer to the "Colorado Rules and Regulations Governing Operation of School Transportation Vehicles" for information concerning driver permits, physical standards, experience, training, and other character requirements.~~





## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>DistrictSchool-Owned Vehicles (Use of Seat Belts)</b>
Designation	<b>EEBA</b>
Office/Custodian	<b>Operations/Director of Transportation</b>

The use of seat belts in District-owned vehicles is mandatory for the vehicle operator and all personnel using passengers riding in vehicles that are equipped with seat belts. Drivers of all vehicles used to transport district students ~~or~~ shall be responsible for ensuring that all students passengers use safety belts where the vehicle is so equipped. The exception is for students with special transport requirements who may be safely restrained using an approved alternate safety restraint system. The driver shall not begin to move the vehicle until the driver and all passengers are belted<sup>[GH1]</sup> or secured.

- Adopted: May 17, 1984
- Revised: October 12, 1989
- Revised: March 4, 1999
- Revised: May 13, 2010
- Revised: August 11, 2016

### LEGAL REF:

- C.R.S. 42-4-236



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b><u>Teaching About Religion In The Curriculum</u></b>
Designation	<b>IHAL</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

Religious education is the responsibility of the home and church and shall remain the free choice of the individual, according to American heritage and the Constitution. As a subdivision of government, District 49 shall observe neutrality in matters of religion, neither opposing nor promoting religion. Informed by the Establishment Clause of the 1<sup>st</sup> Amendment of the United States Constitution, which specifies that congress will make no law respecting the establishment of religion, public entities should neither promote nor disparage any religion. In accordance with the aforementioned, School District 49 will not develop, acquire, nor present any curriculum that is intended to promote or disparage any particular religion, or serves to proselytize for a particular religion. However, the bible may be taught as literature, lessons may be taught about the role of religion and religious institutions in history, or courses may be offered on comparative religion if the latter's intent is not to promote or disparage any particular religion. For example, to study the Bible without violating constitutional limits, the class would have to include critical rather than devotional readings and allow open inquiry into the history and content of biblical passages.

Religion influences many areas of education, such as literature, music and art, and history. Religious roles in civilization can and should be taught properly. However, the curriculum is not the proper forum for religious worship or celebration, advocacy of religious belief or non-belief, or the denigration of such belief or non-belief. Informed by the Free Expression Clause of the 1<sup>st</sup> Amendment of the United States Constitution, which specifies that governments may not "unduly infringe" religious exercise, the Supreme Court has ruled that this conduct remains subject to regulation for the protection of society to prevent professed doctrines of religious belief from becoming superior to the law of the land. In accordance with the aforementioned, School District 49 will not sponsor any religious-based curriculum or associated practice in a school environment that constructively violates federal, state, or local legislation. Hence, religious beliefs do not override legislation that requires inclusive academic environments, which are free from harassment and discrimination.

School district employees retain the right to Free Expression in their private lives; however, they cannot promote practices or display artifacts that would violate the Establishment clause while on district property during traditional business hours. Personal items such as religiously based jewelry are not a violation of the Establishment Clause unless it is referenced as part of dialogue intended to promote or disparage any religion. However clothing, which features religious text in a manner that is intended to be disparaging to any person or group, would constitute a violation of this policy. School district facilities may be utilized for religious activities by approved student groups, or after traditional business hours, but no religious group should be given favor or excluded from the opportunity to use district facilities. Other than in the context of appropriate student free speech or approved student-run clubs, it is not acceptable for individuals to deliver purely religious lessons on district property during traditional business hours. However, it is permissible to release students to attend religious education at non-district facilities if it does not remove them from required instruction and their parents have agreed to their participation. School District 49 shall observe neutrality in matters of religion; neither opposing nor promoting religion to ensure a culture of fairness abides within the district's schools and community.

- Adopted: November 3, 1977
- Reviewed: September 2, 1999
- Revised: July 8, 2010
- **Revised: August 11, 2016**



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Residency Requirements for Admission</b>
Designation	<b>JFAA</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

Subject to restrictions stated in law and board policy, District schools shall be open for the admission of all children, between the ages of six and twenty-one years old, residing in the district.

A student is deemed under state law to reside in the district if:

1. Both the student's parents reside in the district.
2. The student's surviving parent resides in the district.
3. The parent with whom the student resides the majority of the time pursuant to a court order resides in the district.
4. The legally appointed guardian of the student resides in the district.
5. The student is emancipated and resides in the district.
6. The student is permanently dependent for his or her maintenance and support on someone other than nonresident parents or upon any charitable organization, and the student actually makes his or her home and receives support within the school district.
7. One of the student's parents/guardians is a public officer or employee living temporarily for the performance of his or her duties in the school district.
8. The parents of the student are permanently separated, and the student actually lives with the parent who is a resident of the school district.
9. The student is considered legally homeless and is presently seeking shelter or is located in the school district.
10. [The student is an active duty military dependent whose parent\(s\) are on permanent change of station orders, temporary duty orders, or deployment orders, and the family has made arrangements for the student to reside in the district \(e.g., pending lease agreement, pending mortgage agreement, domicile with non-custodial parent, etc.\), which may necessitate a temporary stay in quarters outside the district's boundaries while in attendance at a district school.](#)

Regardless of the residence of the student's parents/guardians, if the student adopts a dwelling place within the district with the intent to remain there indefinitely and with the intent not to return to the dwelling place from which he or she came, and the child regularly eats or sleeps there, or both, during the entire school year, he or she is considered a resident of the school district. This shall not apply if the child regularly returns to another dwelling place during summer vacations or weekends.

At its discretion, the Board may allow admission of a child who lives in the district who has been abandoned by his or her parents.

The District shall require proof, as necessary, to support a claim of residency. This shall include proof of guardianship (order from a court of competent jurisdiction) and proof of residency of parents, guardians, or others from whom the child claims support.

- Adopted: September 7, 2000
- Reviewed: April 8, 2010
- Revised: August 11, 2016

LEGAL REF:

- C.R.S. 22-1-102 (*residence of child for school purposes*)
- C.R.S. 22-1-102.5 (*definition of homeless child*)
- [Interstate Compact on Educational Opportunity for Military Children](#)

# BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Nonresident Tuition Charges</b>
Designation	<b>JFABA</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

The parents/guardians of Colorado students who are not residents of this school district shall not be charged tuition. Enrollment of these students shall be decided in accordance with the policy on inter-district choice/open enrollment.

However, the district may enter into a written agreement with any student's district of residence under which the district of residence agrees to pay tuition to allow the student to attend school within the district as long as the student is not a continuing enrolled student pursuant to ~~policy JFAB~~the Board's policy on continuing enrollment of students who become nonresidents.

When a nonresident student with a disability applies to enrolls ~~in a-and-attends~~ school in this district, the district shall provide notice to the student's district of residence and, if applicable, the student's administrative unit of residence. The student's district and, if applicable, administrative unit of residence shall be responsible for paying the tuition charge for educating the student in accordance with state laws and regulations. The amount of the tuition shall be determined pursuant to the rules developed by the Colorado Department of Education.

Out-of-state students who wish to attend school in this district shall be charged tuition in accordance with the rates adopted by the Board. ~~on an annual basis.~~

The ~~superintendent~~Chief Education Officer shall present to the Board for its consideration any request from parents/guardians for exceptions to this policy. The Board shall determine whether to consider the request and if it deems consideration appropriate, it shall make a determination on the merits of the request.

- Adopted: September 2, 2004
- Revised: August 11, 2016

## LEGAL REFS:

- C.R.S. 15-14-104 (*delegation of custodial power*)
- C.R.S. 22-1-102(2) (*defines "resident"*)
- C.R.S. 22-20-106 (*designation of general and special education responsibilities for students with disabilities*)
- C.R.S. 22-20-107.5 (*defining district of residence for students with disabilities*)
- C.R.S. 22-20-109 (*tuition provisions for special education students*)
- C.R.S. 22-23-105 (*residence of migrant children*)
- C.R.S. 22-32-113(1)(b),(c) (*transportation of students*)
- C.R.S. 22-32-115 (*tuition to another district*)
- C.R.S. 22-33-103 (*parent not required to pay tuition if resident of Colorado*)
- C.R.S. 22-33-106(3) (*grounds for denial of admission*)
- 1 CCR 301-8, Rules 2.02 and 3.01 (*obligating school districts to be of sufficient size and capacity to operate their own special education programs or to join an administrative unit that does so*)

## CROSS REFS:

- JFAB, Continuing Enrollment of Students Who Become Nonresidents
- JFABD, Homeless Students

- JFBB, Inter-District Choice/Open Enrollment



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Admission of Non-immigrant Foreign Students</b>
Designation	<b>JFABB</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

~~Falcon School District 49 acknowledges recognizes~~ the educational and cultural value of international exchange programs and foreign exchange students and authorizes the admission of a limited number of nonimmigrant foreign exchange students to the ~~regular~~ education programs offered in the district's schools in accordance with this policy and accompanying regulation. The district reserves the right to deny admission to any student, in accordance with applicable law. To protect the interests of the district, its schools, and its students, only foreign exchange students from approved exchange programs and students privately sponsored by district residents shall be admitted.

Foreign exchange students shall not be considered candidates for high school diplomas from the district. However, these students may be awarded a certificate of completion and at the end of their stay may participate in the graduation ceremony.

This policy and the accompanying regulation apply to non-immigrant foreign exchange students who temporarily reside within the district's boundaries without their parents/legal guardians for the purpose of attending school and who qualify for a visa under regulations issued pursuant to the Immigration and Naturalization Act. This policy and accompanying regulation do not apply to resident aliens, political exiles, or students from other countries residing within the district's boundaries with their parents/legal guardians.

Foreign exchange students will be expected to meet all appropriate standards of any student enrolled in ~~Falcon District 49~~ Schools.

### **Foreign exchange students sponsored by an approved program (J-1 visa)**

To protect the interests of the district, its schools and students, only foreign exchange students from an exchange program designated by the United States Department of State will be considered. Foreign exchange students admitted as part of an approved program are considered wards of the families with whom they reside.

Foreign students on a J-1 visa are not required by law to pay tuition.

~~Approved exchange programs are those designated by the United States Information Agency. Any program wishing to place international exchange students must also be a member in good standing with the Council of Standards for International Education Travel (CSIET). Foreign exchange students admitted as part of an approved program are considered wards of families with whom they reside.~~

### **Foreign exchange students privately sponsored (F-1 visa)**

Privately sponsored foreign exchange students may be enrolled if an adult resident of the district has been given temporary guardianship and the student lives in the home of that guardian and if the student meets all legal requirements for a student visa.

Foreign students on an F-1 visa shall only attend secondary schools within the district and are required by law to pay the district for the full, unsubsidized per capita cost to the district for providing education to the student for the period of his or her attendance. The period of attendance may not exceed 12 months.

### Acceptance and Enrollment Process

Enrollment Applications for international exchange students wishing to attend a district high school must be completed and presented to the Chief Education Office or designee for screening before being forwarded to the Learning Services principal or administrative designee of the designated coordinated school based on the host family's address for review and approval. The application must be submitted department administrator responsible for placing international students by June 1 for fall full-year enrollment and by December 15 for spring enrollment, only. Typically placements of foreign exchange students are for full year only, however, exceptions may be made by the principal or administrative designee for semester placements. No placements will be approved for less than a full semester in duration.

International students must arrive at the host family's home and complete an enrollment application register with Central Enrollment and the high school prior to the start of classes for the fall semester. The enrollment application will require the host family's government issued identification, proof of residency and complete exchange application approved by the principal or administrative designee.

Privately sponsored foreign exchange students may be enrolled if an adult resident of the district has been given temporary guardianship, the student lives in the home of that guardian, and if the student meets all legal requirements for a student visa.

This policy and the accompanying regulation apply to nonimmigrant foreign students who temporarily reside within the district's boundaries without their parents/legal guardians for the purpose of attending school. These students are those who qualify for a J-1 visa or an F-1 visa under the regulations of the United States Department of Justice, Immigration, and Naturalization. This policy and accompanying regulation do not apply to resident aliens, political exiles, or students from other countries residing within the district's boundaries with their parents/legal guardians. Students in the United States on a visitor visa are not entitled to enroll in the schools of the district.

Foreign students on an F-1 visa shall only attend secondary school within the district and are required by law to pay the district for the full, unsubsidized per capita cost to the district for providing education to the student for the period of his/her attendance. The period of attendance may not exceed 12 months. Foreign students on a J-1 visa are not required to pay tuition.

Foreign exchange students will be expected to meet all appropriate standards of any student enrolled in Falcon District Schools.

Although international exchange students will not be awarded a diploma from Falcon District 49, at the end of his/her stay the student may participate in the graduation ceremony and be awarded a certificate of attendance by the high school.

- Adopted: February 14, 1991
- Revised: November 6, 1997
- Reviewed: August 10, 2000
- Revised: April 28, 2010
- Revised: August 11, 2016



## LEGAL REF:

- 8 U.S.C. 1101(a)(15)(F)(i)(definition of nonimmigrant student)
- 8 U.S.C 1184 (m)(admission of nonimmigrant elementary and secondary school students)
- 22 C.F.R.62.25 (eligibility for and administration of foreign exchange secondary student visitor programs)
- ~~8 USC 1101(a)(15)(f)(I)~~

## CROSS REF:

- JFABA, Nonresident Tuition Charges



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Student Distribution of Noncurricular Materials</b>
Designation	<b>JICEC</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

To understand Constitutional values such as the right to free speech, students must not only study such principles but also have an opportunity to put them into practice. However, there are limitations on the right of student free speech in the school setting that have been upheld by the courts because of the unique nature of the school community.

It is the goal of this policy to strike a necessary balance between a student's right of free speech and the school's responsibility to maintain an orderly and safe school environment which respects the rights of all students on school grounds and during school-sponsored activities.

Students shall be allowed to distribute non-curricular ~~written~~ materials on school property subject to restrictions on time, place, and manner of distribution set out in the accompanying regulations and the prohibitions set out below and in state law.

### Prohibited distribution

Students shall not distribute any noncurricular materials on school property or at school-sponsored activities or events that in themselves or in the manner they are distributed:

- create or threaten to create a substantial disruption or material interference with the normal operation of the school, school activity or event;
  - advocate or encourage unlawful conduct or conduct that violates Board policy, including but not limited to the Board's policies prohibiting unlawful discrimination, harassment and bullying;
  - cause or threaten to cause injury to persons or property; or
  - are obscene, defamatory or violate any person's privacy rights.
- ~~Any material in any media containing expression which is obscene, libelous, slanderous, or defamatory shall be prohibited. Students shall not distribute any material which advocates commission of unlawful acts or violation of Board of Education or District policy and/or regulations, which violates another person's right to privacy, causes a material and substantial disruption of the orderly operation of the school, or threatens violence to property or persons.~~

Students who distribute materials in violation of this policy and/or materials that cause a material and substantial disruption, damage to a person or property, or threaten violence to property or persons in the judgment of school officials, shall be subject to appropriate disciplinary action.

School equipment and supplies shall not be used for publication of such material unless authorized as a school-sponsored activity.

This policy and the accompanying regulations shall be made available to all students and teachers at the beginning of each school year and included in all student handbooks.

- Adopted: May 19, 1994
- Revised: September 2, 1999
- Revised: August 10, 2000
- Reviewed: January 14, 2010
- Revised: August 11, 2016

### LEGAL REFS:

- [-Tinker v. Des Moines Indep. Comm. Sch. Dist., 393 U.S. 503 \(1968\)](#)
- [Taylor v. Roswell Indep. Sch. Dist., 713 F.3d 25 \(10th Cir. 2013\)](#)
- [Colo. Const. Art 9, §5](#)
- C.R.S. 22-1-120 (*rights of free expression for public school students*)
- C.R.S. 22-32-110 (1)(r) (*power to exclude materials that are immoral or pernicious*)

**CROSS REFS:**

- JICEA, School-Related Student Publications
- JICED, Student Expression Rights
- [JK, Student Discipline, and subcodes](#)
- [KDEB, Controversial Communications](#)
- [—](#)
- KHC, Distribution/Posting of Promotional Materials



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Student Expression Rights</b>
Designation	<b>JICED</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

While students do not shed their constitutional rights when they enter the school or engage in school-related activities, it is the Board of Education's responsibility to adopt rules reasonably necessary to maintain proper discipline among students and create an effective learning environment.

Therefore, all student expression shall be consistent with the aims and objectives of the mission of the District, the curriculum, and this policy. For purposes of this policy, student expression includes expression in any media, including but not limited to written, oral, visual, audio, and electronic media in all classroom and other school-related activities, assignments, and projects.

Students shall not turn in, present, publish, or distribute expression that is:

1. Obscene.
2. Libelous, slanderous, defamatory, or otherwise unlawful under state law.
3. Profane or vulgar.
4. False as to any person who is not a public figure or involved in a matter of public concern.
5. Creates a clear and present danger of the commission of unlawful acts, the violation of lawful school regulations, or the material and substantial disruption of the orderly operation of the school.
6. Violates the rights of others to privacy.
7. Threatens violence to property or persons.
8. Attacks any person because of race, color, sex, age, religion, national background, disability, or handicap.
9. Tends to create hostility or otherwise disrupt the orderly operation of the educational process.
10. Advocates illegal acts of any kind, including the use of illegal drugs, tobacco, or alcohol.

Violation of this policy shall result in disciplinary action against the student consistent with District student discipline policies.

- Adopted: August 10, 2000
- Reviewed: January 14, 2010
- Reviewed: August 11, 2016

### LEGAL REFS:

- C.R.S. 22-1-120 (*rights of free expression for public school students*)
- C.R.S. 22-32-110 (1)(r) (*power to exclude materials that are immoral or pernicious*)

### CROSS REF:

- JICDA, Code of Conduct
- JICDD, Violent and Aggressive Behavior
- JICEC, Student Distribution of Noncurricular Materials
- JK, Student Discipline
- KDEB, Controversial Communications



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Students of Legal Age</b>
Designation	<b>JID</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

Any policies of this Board of Education which require notification to parents/ guardians shall not apply in cases where the student is 18 years of age or older and not residing with their parent or legal guardian. All such notices shall be directed to the student. [Releasing information to parents/guardians in this situation would constitute a violation of the student's Family Educational Rights and Privacy Act \(FERPA\) protections.](#)

- Current practice codified: 1992
- Adopted: date of manual revision
- Reviewed: August 10, 2000
- Revised: April 28, 2010
- Revised: August 11, 2016

### LEGAL REF:

- C.R.S. 13-22-101

### CROSS REFS:

- JIC, Student Conduct, and subcodes
- JK, Student Discipline, and subcodes
- JLCB, Immunization of Students
- JLIB, Student Dismissal Precautions
- JRA/JRC, Student Records/Release of Information on Students



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Pregnant/Married Students</b>
Designation	<b>JIE/JIG</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

The pregnancy and/or marital status of students shall not affect their rights to receive a public education nor their privileges as students in the District nor their opportunities to take part in extracurricular activities or honors offered by the school. Therefore, the following shall apply:

- The District shall not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
  - The District shall not discriminate against any student or exclude any student from its education programs or activities, including any class or extracurricular activity, on the basis of a student's pregnancy or recovery therefrom or on the basis of a student's marriage, unless the student voluntarily requests to participate in an alternative program which may be available.
  - Girls who are pregnant may continue in school so long as it is physically advisable, as determined by the girl's physician in consultation with the school administration. When it is deemed advisable to discontinue attending regular classes, the student shall meet with the counselor and special education and/or related services personnel to arrange for continuation of study and completion of credits.
- Adopted: September 2, 1999
  - Reviewed: April 8, 2010
  - Reviewed: August 11, 2016

### LEGAL REFS:

- 20 U.S.C. §§1681, 1682 et. Seq. (Title IX of the Education Amendments of 1972)
- 42 U.S.C. §§ 2000e et. Seq. (Title VII of the Civil Rights Act of 1964)
- 34 C.F.R. 106
- C.R.S. 24-34-401 et seq.



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Student Concerns, Complaints and Grievances</b>
Designation	<b>JII</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

Decisions made by school personnel whom students believe are unfair or in violation of pertinent Board policies or individual school rules may be appealed to the principal or a designated representative or by following the specific appeal process created for particular complaints.

Grievance procedures ([ACJB-R](#)) are shall be available for students to receive prompt and equitable resolution of allegations of discriminatory actions on the basis of race, color, national origin, ancestry, creed, sex, sexual orientation, marital status, religion, disability or need for special education services which students are encouraged to report.

- Adopted: July 12, 2001
- Revised: July 8, 2010
- Revised: August 11, 2016

### CROSS REFS:

- IHCD, Postsecondary Options/Concurrent Enrollment JB, Equal Educational Opportunities
- JBB, Sexual Harassment
- JICEA, School-related Student Publications
- JICEC, Student Distribution of Noncurricular Materials



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Early Dismissal of Students</b>
Designation	<b>JLIB</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

The School District shall take reasonable steps to ensure the health and safety of its students during the school day. Therefore, each school shall set up procedures to validate requests for early dismissal to ensure that students are released only for proper reasons and into proper hands.

Under no circumstances shall staff dismiss a student from school prior to the end of the school day or into any person's custody without the direct prior approval and knowledge of the building principal or designee.

The principal or designee shall not excuse a student under the age of 18 before the end of a school day without a request for the early dismissal from the student's parents/ guardians. In keeping with this policy, it becomes prudent that:

1. No student shall be released from school early on the basis of an invalidated telephone call.
2. Students of divorced or legally separated parents may be released to a noncustodial parent or other authorized adult only upon the approval of the custodial parent. ~~Children of divorced or legally separated parents shall be released only upon the request of the custodial parent.~~

An elementary student shall be sent home only with a parent/guardian or, if the parent/guardian is not available, with another authorized adult.

Additional precautions shall be taken by the principals as needs arise.

- Adopted: November 4, 1999
- Revised: May 13, 2010
- Revised: August 11, 2016

### CROSS REF:

- KBBA, Custodial and Noncustodial Parent Rights and Responsibilities



Title	<b>Public Concerns/Complaints about Instructional Resources</b>
Designation	<b>KEC</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services and Executive Director of Learning Services</b>

~~The Board, though it is ultimately responsible for all curriculum and instructional materials including library books, recognizes the need and right of students to free access to many different types of books and materials. It also recognizes the right of the professional staff to select books and other materials supportive of the district's educational philosophy and goals.~~

The Board has approved principles governing the selection of all instructional materials including library books and has established policies pertaining to the selection process. However, the Board wishes to amplify its principles on the selection of books and other materials that present controversial topics or that for other reasons might be challenged.

Material that is challenged usually belongs to one of the three basic categories: religion, ideology, or profanity/obscenity. Board policies regarding these areas shall be as follows:

1. Religion - Factual, unbiased material on all major religions has a place in school libraries.
2. Ideologies - Libraries should, with no thought toward swaying reader judgment, make available a balanced collection of primary and factual material on the level of their students on various ideologies or philosophies that exert or have exerted a strong force, either favorably or unfavorably, in government, current events, politics, education, and other phases of life.
3. Profanity/obscenity - Materials shall be subjected to a test of literary merit by media specialists and teachers, who will take into consideration the maturity of students and the standards of the community.

Criticism of a book or other materials used in the schools may be expected from time to time. In such instances:

1. The Board recognizes the right of an individual parent/guardian to request that his/her child not read a given book. When such a request is presented, the teacher and/or ~~school administrator~~principal should resolve the situation, perhaps by arranging for use of alternative materials meeting essentially the same instructional purpose. This does not apply, however, to basic program texts and materials the Board has adopted.
2. The Board shall not permit any individual or group to exercise censorship over instructional materials and library collections, but recognizes that at times a re-evaluation of certain materials may be desirable. Should an individual or group ask to have any book or other material withdrawn from school use:
  - a. The person who objects to the book or other material shall be asked to complete and sign the Citizen's Request for Reconsideration of -Instructional Materials form and submit to the building principal.
  - b. Following receipt of the formal complaint, the principal will investigate the request by consulting personnel involved and will provide a rationale for the use of the materials in question to the person or group requesting reconsideration within a period of five school days. The principal also will

notify in writing the Zone Leader ~~learning services department~~ of the inquiry and response.

- c. If the principal's explanation does not result in a withdrawal of the request, the principal will appoint a chair and a committee with an odd number of members composed of:
- 1) Department chair/representative and/or library media specialist from the appropriate grade level from outside the building
  - 2) Two teachers in the building from the appropriate grade level or subject matter area
  - 3) Two teachers in the building from a different grade level or subject matter area
  - 4) Students and/or representatives from the official school parent group may be included at the discretion of the principal. One to three committee members may be selected from this group to insure an odd number of members on the committee.

To be present at any or all committee meetings at their own discretion but without a vote are:

- 1) Teacher/library media specialist involved
- 2) Not more than two individuals or two group representatives requesting the reconsideration
- 3) Superintendent Chief Education Officer (CEO) and/or designee Learning Services representative
- 4) Director of Culture and Service
- 3)5) Zone Leader

- d. The re-evaluation shall be based on the points offered above as well as the principles governing the selection of all instructional materials. Additionally, the Board wishes to emphasize that:
- 1) Materials shall not be excluded because of the creator's race or nationality or political or religious views.
  - 2) The value of any book or other material shall be judged as a whole, taking into account the purpose of the material rather than individual, isolated expressions, or incidents in the work.
- e. The committee will consider and act on the request for reconsideration of materials. A written copy of the committee's decision will be provided to all parties involved within 60 calendar days from the signed date on the original Citizen's Request Form.

- f. Should the solution be unsatisfactory to the complainant, interested party may appeal the decision to the Board CEO. The Board CEO will have all information regarding the activities and decisions, which occurred prior to the appeal being heard reviewed. The Board CEO will then review the preceding decisions before announcing its a decision. The Board's CEO's written decision support or set aside the committee's decision will be transmitted in writing to all parties involved the Board and the complainant.

- f. If the CEO's decision is unsatisfactory to the complainant, the Board is the final appellate authority. During a special session the Board will review the CEO's decision, the committee's decision, and the rationale delivered by the principal or designee in the context of the complainant's objection to the instructional resources. The Board will deliver a decision following the special session, which will be recorded for the public record.

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3. At no time during the re-consideration process shall the material in question be withdrawn.

In summary, the Board assumes final responsibility for all books and instructional materials it makes available to students. It holds its professional staff accountable for their proper selection. It recognizes

rights of individual parents/guardians with respect to controversial materials used by their own children. It will provide for the re-evaluation of materials in library collections upon formal request. On the other hand, students' right to learn and the freedom of teachers to teach shall be respected.

- Adopted: July 21, 1983
- Revised: January 6, 2000
- Revised: July 12, 2005
- Revised: March 21, 2007
- Revised: March 11, 2010
- Revised: August 11, 2016

CROSS REF:

- IJ, Instructional Resources and Materials
- [IMB, Teaching about Controversial Issues and Use of Controversial Materials](#)

## **BOARD OF EDUCATION AGENDA ITEM 7.05**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Peter Hiltz, Chief Education Officer
<b>TITLE OF AGENDA ITEM:</b>	Statement of Reduction in Program
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Due to low student enrollment in the French language programs, the administration recommends a reduction in the French program at Sand Creek High School and Vista Ridge High School for the 2016-2017 school year. The program reduction will result in the elimination of one full time equivalent position (.5 at Sand Creek High School and .5 at Vista Ridge High School).

**RATIONALE:** Pursuant to Board Policy GCKAA, in the event that a programmatic change will result in the elimination of one or more staff positions, the Board of Education must direct the chief education officer to take appropriate steps to comply with the policy.

### **RELEVANT DATA AND EXPECTED OUTCOMES:**

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

### **FUNDING REQUIRED:**

### **AMOUNT BUDGETED:**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached statement of reduction in program.

**APPROVED BY:** Marie LaVere-Wright, Board President

**DATE:** August 1, 2016

### **Statement of Reduction in Program**

1. The Board of Education has determined that a reduction in program at Sand Creek High School and Vista Ridge High School is necessary due to a decline in student enrollment in French language courses.
2. The reduction in program requires the cancellation of certain French language courses and the displacement of one teacher.
3. The Board of Education directs the Secretary of the Board to transmit this statement to the Chief Education Officer to transmit to District faculty.
4. The Board of Education further directs the Chief Education Officer to cause written notice of displacement to be provided in accordance with District Policies GCKAA and GCKAA-R.

### **El Paso County School District 49**

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Marie LaVere-Wright, Board President

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Date

ATTEST:

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Tammy Harold, Board Secretary

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Date



## **BOARD OF EDUCATION AGENDA ITEM 7.06**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Monica Deines-Henderson
<b>TITLE OF AGENDA ITEM:</b>	Approval of Food Service for Power Technical Early College
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Approval for the agreement to start providing meals for the 2016-17 school year between Falcon School District Nutrition Services and Power Technical Early College.

**RATIONALE:** Providing nutritious meals will enhance student's wellbeing for academic success.

### **RELEVANT DATA AND EXPECTED OUTCOMES:**

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

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

**FUNDING REQUIRED:** None

**AMOUNT BUDGETED:** This is a revenue generating contract.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Move to approve the contract between Falcon School district's Nutrition Department and Power Technical Early College.

**APPROVED BY:** Jack Bay, Chief Operations Officer

**DATE:** July 25, 2016

FALCON SCHOOL DISTRICT #49  
10850 E. Woodmen Rd.  
FALCON, CO 80831  
(719) 495-1106

and

Power Technical Early College  
2525 Canada Drive  
Colorado Springs, CO 80922

IT IS HEREBY AGREED this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between School District 49 (FSD 49) and Power Technical Early College (PTECH) that food services will be provided to PTECH children.

1. **TERM** – The term of this Agreement is the period of Sept 1<sup>st</sup> 2016 through May 31, 2017, both dates inclusive.
2. **DAYS OF SERVICE** – Food service will be provided by FSD 49 five days a week, Monday through Friday. Exceptions are days FSD 49 is not in session (holidays, staff development days, etc.), special occasions that require five working days notice, or bad weather days.
3. **MEAL SERVICE CONFIGURATIONS & ORDERING** – Up to entire student body meals per day for PTECH, Monday through Friday. One hot lunch option will be offered.

If it appears that the local kitchen is running low on equipment, PTECH can order necessary equipment through FSD 49.

4. **GENERAL FOOD PREPARATION STANDARDS** – Each child lunch provided by FSD 49 shall meet or exceed the requirements of the U.S. Department of Agriculture (USDA) guidelines for the National School Lunch Program (NSLP). Requirements shall be modified as new guidelines become available and phased in over a reasonable time frame indicated by the regulating agency. FSD 49 shall maintain all required documents or health certifications and shall comply with all other applicable health and sanitation requirements at all times. Copies of FSD 49 health inspection reports shall be made available to PTECH upon request. FSD 49 shall be responsible for the preservation and safe handling of the foods it provides and prepares.
5. **MENUS** – Menus for each month shall be posted on the Nutrition Services website at least one week prior to the first of the month. Menus are subject to change by FSD 49, if necessary, to more appropriately utilize available commodities, fresh fruits, and vegetables and to prevent waste. Nutrient

Analysis of cycle menus will be performed by FSD 49 and kept on file. Menus will follow USDA guidelines for the National School Lunch Program.

6. **SPECIAL DIETARY NEEDS** – PTECH shall be responsible for seeing that the foods served to PPSEL children meet any special dietary or nutritional requirements of the children. FSD 49 will reasonably assist PTECH to provide foods that meet allergy requirements of children. FSD 49 is considered a peanut controlled environment - no peanut products are used in the preparations of any foods in the kitchen. FSD 49 monitors all purchased items to be nut free.
7. **COST/PAYMENT PROVISIONS** – FSD 49 shall submit a statement directly to PTECH on a monthly basis detailing the transportation expenses for moving the meals from Horizon Middle School to PTECH. PTECH will be allowed to participate in the National School Lunch Program. Prices include meals, condiments, food trays, eating utensils, and items appropriate for menu selections.
  - a. **Child Lunch (to include milk): To be the same as charged throughout the district**
  - b. **Secondary Lunch (to include milk) 6-9: To be the same as charged throughout the district**
  - c. **Adult Lunch (without milk): To be the same as charged throughout the district**
  - d. **Transportation Fees:**

Hours	Rate	Total Hourly Cost	Miles	Rate
0.25	\$13.00	\$6.50	1.0	\$2.00

8. **RECORD KEEPING** – Records must be maintained by FSD 49 and are available upon request to GPCC, USDA, and or Colorado Department of Education (CDE) for a period of 3 years. Records include
  - a. Production Records
  - b. Financial Records
  - c. Health & Sanitation Records
9. **COMPLIANCE WITH APPLICABLE LAWS** – PTECH and FSD 49 shall comply with all health and safety regulations; license/permit requirements; and, applicable federal, state, and local laws, including Titles VI and VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act.
10. **INDEMNIFICATION AND HOLD HARMLESS** – Each party (the indemnifier) shall defend, indemnify and hold the other party (the “indemnified party”) harmless from and against any and all liabilities, costs (including without limitation reasonable attorneys’ fees and court costs), damages or losses of every kind and character (collectively the “damages”) that the indemnified part may sustain arising out of any and all claims, demands, costs, or judgments attributable to:
  - (a) any breach of the representations of obligations of the indemnified under this Agreement, or
  - (b) the indemnifier’s negligent or willful malfeasance in



connection with an action or failure to act in connection with this Agreement. Notwithstanding the foregoing, this indemnification shall not apply to damages attributable to: (a) the negligence or willful misconduct of the indemnified party, (b) damages that would not be incurred by the indemnified party but for the existence of the voluntary contractual arrangement pursuant to which the indemnified party agrees to assume liability, (c) damages attributable to a third party claim made against the indemnified party that could not be sustained directly against the indemnified party as a result of governmental immunity available under C.R.S. 24-10-101 et. seq. or any similar law, or (d) damages of the indemnified party governed by the workers compensation laws.

11. **GOVERNMENTAL IMMUNITY** – FSD 49 retains all of its rights under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq. This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement, nor to impose any liability upon FSD 49 for damage to third parties (other than GPCC) that would otherwise be subject to governmental immunity.

12. **INSURANCE** – During the term of this Agreement, each party shall maintain reasonable adequate insurance and/or maintain reasonable adequate self-insurance coverage against claims for bodily injury, death, or property damage arising out of services provided under this Agreement by that party, its subcontractors, directors, officers, employees, agents, or volunteers.

13. **DEFAULT** –

- a. Default Involving Health Risk – If either party is in default or is believed to be in default under this Agreement, and the default relates to a problem which could pose a health risk to others, that party shall have an opportunity to cure the default within ten (10) days after it is given in written notice of default by the other party, specifying the nature of the default. If the default is not cured within ten days after notice of default has been given, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this Agreement.
- b. Default Not Involving Health Risk - If either party is in default or is believed to be in default under this Agreement, and the default relates to a problem that does not pose a health risk to others, that party shall have an opportunity to cure the default within thirty (30) days after it is given in written notice of default by the other party, specifying the nature of the default. If the default is not cured within thirty days after notice of default has been given, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this Agreement.
- c. Failure to Complain of Default – Failure to complain of any action, non-action, or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

14. **TERMINATION** – Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement shall remain in full force and effect throughout the 30-day notice period.

In witness whereof, the parties have executed this Agreement as of the date and year set forth above.

FALCON SCHOOL DISTRICT #49

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Marie LaVere-Wright, Falcon School Board President

Power Technical Early College

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Eileen Johnston, Chief Financial Officer

## BOARD OF EDUCATION AGENDA ITEM 7.07

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Andy Franko, iConnect Zone Leader
<b>TITLE OF AGENDA ITEM:</b>	School Readiness Assessment Waivers
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

### BACKGROUND INFORMATION, DESCRIPTION OF NEED:

Rocky Mountain Classical Academy and The Imagine Classical Academy are requesting a waiver from C.S.S 22-7-1014(2)(a) – School Readiness Assessments. Under charter law, it is permissible for a charter school to seek non-automatic waivers from state statute so long as a replacement plan is present.

### RATIONALE:

Both RMCA and ICA have submitted appropriate replacement plans which align to the specific learning models at each school. Each plan reflects the requirements under state statute to evaluate the readiness of students entering and attending school during the kindergarten year. Each plan allows the charter schools to act within their specific mission, vision, and goals. Whereas District 49 has supported such requests from charter schools in the past, and each school has submitted an appropriate replacement plan; it is the recommendation of administration to support the request.

### RELEVANT DATA AND EXPECTED OUTCOMES:

Waiver Requests and Replacement plans attached.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	Major Impact

**FUNDING REQUIRED:** None

**AMOUNT BUDGETED:** None

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Move to approve Rocky Mountain Classical Academy and Imagine Classical Academy's proposed waiver request of C.S.S. 22-7-1014(2)(a).

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** July 29, 2016

## **Rocky Mountain Classical Academy**

### **Rationale and Replacement Plan for Waiver Request – School Readiness Assessments State Statute 22-7-1014(2)(a)**

#### **Basic Information:**

**School Name:** Rocky Mountain Classical Academy

**School Address:** 4620 Antelope Ridge Drive

**Prepared by:** Mike Wedor, Principal

**Preparer's Phone Number:** 719-622-8000

**Preparer's Email Address:** [mwedor@rmcacs.org](mailto:mwedor@rmcacs.org)

**Charter School Contact:** Christianna Fogler, Headmaster

**Charter School Contact Email Address:** [cfogler@rmcacs.org](mailto:cfogler@rmcacs.org)

**District Contact:** Jim Bonavita

**District Contact Email Address:** [jbonavita@d49.org](mailto:jbonavita@d49.org)

**Rationale.** Rocky Mountain Classical Academy (RMCA) should have the authority to implement relevant curriculum and assessment that ensure student success in higher learning. RMCA already has systems in place for how kindergarten students are assessed and monitored through intervention and individualized learning plans. Support is readily available through numerous avenues based throughout the program.

#### **Replacement Plan.**

##### **1. Physical well-being and motor-development:**

- Students participate weekly in structured P.E. classes that meet or exceed state standards. Students are assessed on motor development skills acquired through the year.
- Students participate weekly in art education that meets or exceeds state standards. Development of fine motor skills is achieved through drawing, painting, and creating. Students are assessed on motor development skills acquired through the year.
- Students participate weekly in music education that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and

motor development. Grade level teachers use consistent observation protocol and fine/gross motor checklists.

## 2. Social-emotional development: (Based on State Standards)

- Students are instructed in the positive behavior support system implemented by the school. This includes classroom, cafeteria, hallways and recess.
- The school counselor delivers regular classroom lessons that promote social-emotional and character development. Lessons address topics such as, but not limited to, managing emotions, making wise choices, making friends, and solving problems. We are using the second step curriculum.
- Various classroom positive behavior techniques are implemented. This includes, but is not limited to, green/yellow/red charts, clip chart, whole class rewards and individual behavior charts. These are designed to strengthen self-regulation and executive function that support students in paying attention, following directions, and self-managing behavior.
- Students will receive a Character Card (K.N.I.G.H.T.S.), which is a tool designed to help students and adults talk about character skills as well as reward character actions. Character development and character building lessons are aligned to the
- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards.

## 3. Language and Comprehension Development: (Based on State Standards)

- Students receive 120 minutes of instruction in their reading and language arts block each day. During this time students are developing their reading, writing, listening and speaking skills. They work on mastering letter sounds that are essential for successful and fluent decoding and develop vocabulary and language that is critical for comprehension. Consistent progress monitoring is done to track growth.
- Students have consistent access to digital programming options that support the development of reading, language and comprehension skills. Programs include, but are not limited to Accelerated Reader.
- The DIBELS-Next assessment is administered 3 times per year. Any student who does not meet the grade level benchmark is progress monitored every 2 weeks. Students not meeting benchmark are further assessed to determine the literacy area of greatest need. Diagnostic assessment tools include, but are not limited to, BURST, DIBELS Deep, and Sonday.
- Students falling below benchmark on two consecutive administrations, with supporting progress monitoring data, are placed on a READ Plan and given an additional 30 minutes of small group instruction/intervention daily.

## 4. Cognition and General Knowledge: (Based on State Standards)

- Students receive 45 minutes of instruction in their math block each day. RMCA utilizes a curriculum that addresses the State and Common Core Standards. Differentiated small group instruction is a component of a daily workshop time where specific student needs are addressed. Math is used in all of our students Encore classes as well which would

bring the time to almost 90 minutes of day. In addition our students are assessed using the AIMSweb math assessment.

- Students receive 60 minutes of instruction in their science block each day. Students are instructed on a variety of topics with a focus on hand-on/exploratory activity.
- Students receive 60 minutes of instruction in their social studies block each day. Students are instructed on a variety of topics with a focus on hand-on/exploratory activity.
- Assessment information is gathered from formal and informal assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Methods and assessments used by RMCA are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality of the standards established in State Statute 22-7-1014(2)(a)

**Duration of the Waiver.** RMCA requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2018.

**Financial Impact:** RMCA anticipates that the requested waiver will have no financial impact on the Falcon 49 School District or the RMCA budget.

**How the Impact of the Waiver will be Evaluated.** The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in RMCA's charter school contract.

**Expected Outcome.** With this waiver, Rocky Mountain Classical Academy will be able to continue providing quality programming and appropriate assessments and support that ensure high levels of student success.



## IMAGINE CLASSICAL ACADEMY INDIGO RANCH

Imagine Classical Academy Indigo Ranch

Rationale and Replacement Plan for Waiver Request – School Readiness Assessments State Statute 22-7-1014(2)(a)

### Basic Information:

School Name: Imagine Classical Academy Indigo Ranch

School Address: 6464 Peterson Rd. Colorado Springs, CO 80923

Prepared by: Frank Fowler

Preparer's Phone Number: 719-205-6079

Preparer's Email Address: [frank.fowler@imagineschools.org](mailto:frank.fowler@imagineschools.org)

Charter School Contact: Frank Fowler

Charter School Contact Email Address: [frank.fowler@imagineschools.org](mailto:frank.fowler@imagineschools.org)

District Contact: Jim Bonavita District Contact Email Address: [jbonavita@d49.org](mailto:jbonavita@d49.org)

Rationale: Imagine Classical Academy (ICA) should have the authority to implement relevant curriculum and assessment that ensure student success in higher learning. ICA already has systems in place for how kindergarten students are assessed and monitored through intervention and individualized learning plans, as well as data analysis and vertical alignment. Support is readily available through numerous avenues based throughout the program.

### Replacement Plan:

#### 1. Physical well-being and motor-development:

- ☐ Students participate weekly in structured P.E. classes that meet or exceed state standards. Students are assessed on motor development skills acquired through the year. State standards are part of what is used to monitor and assess students.

- ☐ Students participate weekly in art education that meets or exceeds state standards. Development of fine motor skills is achieved through drawing, painting, and creating. Students are assessed on motor development skills acquired through the year.
- ☐ Students participate weekly in music education that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
- ☐ Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development. Grade level teachers use consistent observation protocol.

## 2. Social-emotional development: (Based on State Standards)

- ☐ Students are instructed in the character traits and observable measures of the school. This includes classroom, cafeteria, hallways and recess.
- ☐ The school incorporates character as part of classroom and school objectives through a literature-based program in character education. Each day students receive instruction on social skills and cues.
- ☐ Various classroom positive behavior techniques are implemented. This can include, but is not limited to, green/yellow/red charts, clip chart, whole class rewards and individual behavior charts. These are designed to strengthen self-regulation and executive function that support students in paying attention, following directions, and self-managing behavior.
- ☐ ICA students discuss, incorporate, and model “Observable Character Traits” throughout instruction. Teachers incorporate the monthly core virtues, students participate in core virtue assemblies and discuss character successes and obstacles.
- ☐ Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards.

## 3. Language and Comprehension Development: (Based on State Standards)

- ☐ ICA is a Core Knowledge school which has an integrated literacy model; this means that in addition to regular literacy instruction, literacy skills are interwoven into all content areas throughout the day. All staff receives instruction on literacy and literacy integration. Consistent progress monitoring is done to track growth.
- ☐ Students have consistent access to digital programming options that support the development of reading, language and comprehension skills.
- ☐ The DIBELS-Next assessment is administered 3 times per year. Any student who does not meet the grade level benchmark is progress monitored every 2 weeks. Students not meeting benchmark are further assessed to determine the literacy area of greatest need. Diagnostic assessment tools include, but are not limited to, STAR Renaissance and DIBELS Deep.
- ☐ Students falling below benchmark on two consecutive administrations, with supporting progress monitoring data, are placed on a READ Plan and given an additional 30 minutes of small group instruction/intervention daily. Students on READ Plans receive consistent help from our staff Reading Interventionist.



#### 4. Cognition and General Knowledge: (Based on State Standards)

- ☐ Students receive daily math instruction. ICA utilizes a curriculum that addresses the Colorado State Standards. Differentiated small group instruction is a component of a daily workshop time where specific student needs are addressed. Specific work with number sense is incorporated daily.
- ☐ ICA students receive in-depth science and social studies lessons as part of the Core Knowledge Language Arts (CKLA) curriculum. Our CKLA program has long-term, in-depth, integrated units that are based on Colorado State Standards and allow for high student engagement.
- ☐ Students are assessed throughout the year using, but not limited to, common school assessments. These assessments are vertically aligned to all grades and based on Colorado State Standards.
- ☐ Assessment information is gathered from formal and informal assessments and classroom teacher observations based on appropriate developmental guidelines and Colorado State Standards.

Methods and assessments used by ICA are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality of the standards established in State Statute 22-7- 1014(2)(a)

Duration of the Waiver: ICA requests that the waiver be for the duration of its contract with Falcon 49 School District which is through June 30, 2018.

Financial Impact: ICA anticipates that the requested waiver will have no financial impact on the Falcon 49 School District or the ICA budget.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in ICA's charter school contract.

Expected Outcome: With this waiver, Imagine Classical Academy will be able to continue providing quality instruction, programming based on academic standards and appropriate assessments with support that ensure high levels of student success.



## **BOARD OF EDUCATION AGENDA ITEM 7.08**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Donna Richer, BOE Executive Assistant
<b>TITLE OF AGENDA ITEM:</b>	Appoint Board Representative for Colorado Association of School Boards Delegate Assembly
<b>ACTION/INFORMATION/DISCUSSION:</b>	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:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**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 Delegate Assembly.

**APPROVED BY:** David Moore, Board Vice-President

**DATE:** July 29, 2016

## BOARD OF EDUCATION AGENDA ITEM 8.01

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	D. Richer, Executive Assistant to the BOE
<b>TITLE OF AGENDA ITEM:</b>	Process Improvement Update
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

**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
8.01a	EEAC-R	Bus Scheduling and Routing	G. Hammond	Periodic review; minor revisions
8.01b	EEAEA -R	District Employee/Driver Requirements, Training and Responsibilities	G. Hammond	Periodic review; see revisions
8.01c	IHAL-R	Religion in the Curriculum	L. Fletcher	Recommend repeal of regulation
8.01d	JFABB -R	Admission of Non-immigrant Foreign Students	L. Fletcher	Periodic review; see revisions
8.01e	JICEC -R	Student Distribution of Noncurricular Materials	L. Fletcher	Periodic review; see revisions
8.01f	JLIB-R	Early Dismissal of Students	L. Fletcher	Periodic review; minor change
8.01g	KEC-R	Public Concerns/ Complaints about Instructional Resources	L. Fletcher A. Whetstine	Periodic review; minor changes

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	Updating policies and regulations to reflect current laws, regulations and best practices provides a solid foundation to lead the District.
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	

BOE Regular Meeting August 11, 2016  
Item 8.01 continued

<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	
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**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Information only

**REVIEWED BY:** Chief Officer Team

**DATE:** July 29, 2016



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Bus Scheduling and Routing</b>
Designation	<b>EEAC-R</b>
Office/Custodian	<b>Operations/Director of Transportation</b>

These regulations specify the conditions and procedures under which the District may do bus scheduling and routing.

Bus routes shall be established and drivers assigned by the Director of Transportation or designee. Assignments shall be made in such a way as to obtain the most efficient use of equipment and personnel according to established procedures.

Bus stops shall be located on roads approved for school bus travel by the Director of Transportation or designee. Service shall not be provided on private roads, with the exception of turn-arounds; needs of a special education student or safety considerations for students. In all exception cases, written permission of the road/property owner must be obtained prior to use.

Prior to the establishment of any community bus stop, transportation personnel shall conduct a stop survey to ensure it meets district bus stop requirements.

Drivers are to make no changes whatsoever in routes or receiving and discharging points except in cases where road conditions require an immediate decision and such changes are absolutely required. When such conditions prevail, safety of the students is to be the governing factor. Drivers are to report such conditions to the Director of Transportation or designee as soon as possible.

- Adopted: March 4, 1999
- Revised: April 7, 2005
- Revised: August 12, 2010
- Revised: Temporary Revision August 11, 2011
- Revised: August 24, 2011
- Revised: August 11, 2016

Title	<b>District Employee/Driver Requirements, Training and Responsibilities</b>
Designation	<b>EEAEA-R</b>
Office/Custodian	<b>Operations/Director of Transportation</b>

### Motor Vehicle Records (MVR).

~~Motor vehicle records~~ MVR's shall be requested ~~quarterly at least annually~~ from the Colorado Department of Revenue by the transportation department for all qualified ~~trained and~~ licensed employees that operate District vehicles ~~or transport students~~. MVR's will be compared to the district insurability standards to determine if employee continues to be insurable.

### Employee Responsibilities:

- Have and maintain a Colorado driver license commensurate with the type of District vehicle(s) being operated;
- Provide District, in writing, permission to monitor on a continuing basis their MVR;
- Report immediately any accident involving a district vehicle to their immediate supervisor;
- Prepare, within one working day, an accident report with the transportation department for any vehicle accident, regardless of fault, involving a district vehicle.
- Report, within one working day of receipt, any moving traffic citation received whether while driving a district vehicle or any non-district vehicle.
- Pay any fines or fees associated with receipt of a moving traffic citation received while operating a district vehicle.
- Provide, within three working days of receipt, to their supervisor a copy of any moving traffic citation received.

Special permission must be obtained from the Chief Education Officer, Chief Operations Officer or designee to transport students in a non-district owned vehicle. Such special permission shall not be granted unless the employee and vehicle to be used carry sufficient liability coverage in compliance with State law. A record of such insurance coverage shall be filed with the Director of Transportation or designee <sup>[GH1]</sup>.

Students shall only be transported in district vehicles designated as school transportation vehicles in CDE regulation. Employees shall only transport students in a district vehicle if they have been certified to do so by the transportation department.

~~Any District employee that has been trained or licensed to operate a District vehicle that receives a traffic citation while driving a District-owned vehicle or a private vehicle shall be responsible for paying any fines or fees associated with such a citation. The District employee shall report the circumstances of the citation with his/her immediate supervisor, director or designee within one working day. The employee's immediate supervisor shall then notify the Director of Transportation or designee within three (3) working days. The~~ Director of Transportation or designee along with the employee's immediate supervisor shall make a recommendation to the Chief Education Officer, Chief Operations Officer or designee for termination, probation, or other disciplinary action based on the information gathered.

- Adopted: November 11, 2010
- Revised: January 10, 2013
- Revised: August 11, 2016

## LEGAL REFS:

- C.R.S. 42-2-501 *et seq.* (commercial vehicle)
- ~~C.R.S. (mountain training)~~
- 1 CCR 204-12 (Colorado Department of Revenue, Division of Motor Vehicles, Commercial Drivers' License rules)
- 1 CCR 301-26, ~~Rules 420-R-201 through 207~~ *et seq.*

## CROSS REF:

- EEAEAA, Drug and Alcohol Testing for Commercial Drivers/Licensed Employees
- EEBA, District School-Owned Vehicles

## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Teaching About Religion</b>
Designation	<b>IHAL-R</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

- ~~1. In order to insure that the District upholds Constitutional standards within the religiously neutral role assigned to public schools, the following questions established by the U. S. Supreme Court should be asked of each school-sponsored activity involving the use of religious material.~~
  - ~~a. Does the activity have a secular purpose?~~
  - ~~b. Is the activity's primary effect one that neither advances nor inhibits religion?~~
  - ~~c. Does the activity involve an excessive entanglement between the school and a religious organization?~~
- ~~2. In order to help the staff implement these standards, each staff member should be able to answer yes to each of the following questions before proceeding.~~
  - ~~a. When religious material is used, is its use intrinsic to the learning experience? Is it presented objectively?~~
  - ~~b. Is the role of using religious material one of neutrality, neither promoting nor inhibiting religious views?~~
  - ~~c. Is the excessive use of religious material such as sacred music, religious symbols or scenery avoided?~~
  - ~~d. Does the planning of seasonal programs and other classroom activities consider the various beliefs and sensitivities represented by the pluralistic society in which we live?~~
  - ~~e. Is the activity presented in a balanced format through the careful selection of instructional resources?~~
  - ~~f. Is the purpose and effect of the activity involving religious material to expose students to religious beliefs rather than to compel student affirmation or denial of religious beliefs?~~

● ~~Adopted: July 8, 2010~~





## BOARD-APPROVED POLICY OF DISTRICT 49

Title	Admission of Non-immigrant Foreign Students
Designation	JFABB-R
Office/Custodian	Education/Director of Culture & Services

### Academic requirements

No foreign exchange student will be admitted who has already graduated from the equivalent of the ~~twelfth~~ 12th grade in his/her home country or who will reach the age of 18 years and six months before the program's start date. ~~The student must be at least fifteen years old and younger than nineteen by September 15 of the year in which he or she enrolls in Falcon District 49.~~

The student must have average or above-average grades in school. ~~at home and must not require special education services in order to function in the regular academic program.~~

~~The student must have sufficient knowledge of the English language to enable effective oral and written communication and to function in a regular educational setting without special assistance. If a student's English proficiency is found to be insufficient to function in the regular instructional program without special assistance, the exchange program or private sponsor must provide a tutor or make other educational arrangements for the student at their expense. If the program or sponsor fails to do so, the student will be withdrawn and INS will be notified.~~

Except as required by applicable law, t~~The d~~District will not provide foreign exchange students with admission to special education programs, English as a Second Language programs, postsecondary optionsconcurrent enrollment programs, or other special programs.

~~International students must enroll as full-time students in the District, including one language arts or English class and one American history or government class, and are expected to maintain passing grades in all classes.~~

### General requirements

Foreign exchange ~~students will be treated as regular students.~~ They are responsible for complying with all ~~District~~ district policies and regulations.

Foreign exchange students are expected to pay for all lunches~~meals~~, books, athletic and student activity fees ~~and other fees~~, yearbook costs, and all other fees and expenses normally borne by students in the ~~District~~ district unless the student is considered indigent and/or determined eligible for free or reduced price meals. ~~Foreign students are not entitled to free or reduced prices for lunches.~~

The eligibility requirements of the Colorado High School Activities Association ~~will~~ shall be followed. ~~Accordingly, foreign students sponsored by an approved program may participate in organized sports, while those sponsored by a private sponsor may not.~~

The sponsor, host family, and local program representative must maintain personal contact with the school, must be available and willing to meet with school personnel when problems or circumstances require, and must assume full and final responsibility for resolving problems including the early return of the student if personal, family, or school difficulties cannot be resolved.

If a student's grades, attendance, conduct, or discipline are deemed unsatisfactory by the school, the student may be withdrawn. ~~and INS will be notified.~~

**Admissions process**

Approvals for admission must be obtained from the principal or administrative designee Learning Services by June 1 for fall full-year enrollment only or by December 15 for spring enrollment except under unusual circumstances.

All applications will be screened by the Chief Education Officer or designee before they are forwarded for review and approval of the principal or administrative designee of the designed coordinated school based on the host family's address.

When an international exchange organization wants to enroll an international exchange student, its representative will present required documentation to the Learning Services Department Chief Education Officer or designee. The designated school District district official will determine if the student's application meets standards established by the District. If the application is approved by Learning Services the Chief Education Office or designee and the high school principal where the student wishes to enroll, the high school principal or administrative designee will sign the exchange organization's enrollment form. Faleon School District 49 has the right to reject applications.

The student must attend the school in the attendance area in which the host family -or sponsor lives, unless an appropriate transfer is approved by the District. Should a large number of foreign students be scheduled for a particular school, a transfer to another school may be recommended by the District in order to create a balance in foreign exchange student enrollment.

Upon the student's arrival in the District, the adult sponsor (host family and/or local representative of the exchange program) and student must come to Central Enrollment to complete the enrollment process. Students must arrive in sufficient time for attendance on the first day of school.

Students requesting admission must submit In addition to the district's admission requirements, foreign exchange students requesting admission must submit:

1. Birth certificate or other proof of age.
2. Recent official transcript with English translation reflecting courses taken and grades earned.
3. Records showing required immunizations.
4. Evidence of medical insurance that will cover the student while residing in the District.
5. A letter of application written in English by the student that provides pertinent information about the student, including student's name, age, birth date, home address and phone number, level of education, reasons for wanting to attend school in the District, and the projected duration of enrollment.
6. The names, addresses and phone numbers of the exchange student's own parents/guardians, the host family, and the local exchange program representative.
7. Proof of English proficiency, including evidence that the student has successfully completed a minimum of three years of instruction in English and a letter of recommendation from the English language teacher documenting the level of proficiency or evidence that the student has passed a test of English language proficiency, such as the SLEP, TOEFL, or FSI.
8. 7. A current notarized temporary custody agreement between the student's parents and the host family and/or exchange program.

Private sponsors must submit:

- a. Proof of residence; or

~~b. Affidavit of support, including the following supporting evidence:~~

- ~~• A statement from an officer of a bank or other financial institution in which deposits are recorded giving details regarding the date the account was opened, the total amount deposited during the past year, and the present balance.~~
- ~~• A statement from the employer on letterhead stationery showing the date and nature of employment, the salary paid, and whether the position is temporary or permanent.~~
- ~~• If self-employed, a copy of the last income tax return filed.~~

**Foreign students sponsored by an approved program (J-1 Visa)**

Only programs designated by the United States ~~Information Agency~~ Department of State will be considered for placement of foreign students on J-1 visas.

The program must have a local representative residing in or near the District who will meet with the student, host family, and school personnel on a regular basis.

Orientation, both pre-departure and upon arrival in the United States, must be provided to help foreign students adjust to a new culture. Ongoing contact and support from the local representative of the exchange program must also be provided.

Orientation must be provided to the host family in advance of the foreign student's arrival. The family should be acquainted with the needs and requirements of housing a visitor for a long period of time, advised of potential problems in hosting a foreign exchange student, and provided with suggestions for coping with these problems. Ongoing contact and support from the local representative of the exchange program must also be provided.

~~Ongoing contact and support from the local representative of the exchange program must also be provided.~~

Foreign students on J-1 visas are not subject to tuition.

**~~Academic standards and graduation~~**

~~Foreign exchange students will be expected to meet all appropriate standards of any student enrolled in Falcon District schools.~~

~~Although international exchange students will not be awarded a diploma from Falcon District 49, at the end of his/her stay the student may participate in the graduation ceremony and be awarded a certificate of attendance by the high school.~~

**Foreign students sponsored by relatives or friends (F-1 Visa)**

Pursuant to federal law, only high school students are eligible for F-1 visas. A student may receive F-1 status for no more than ~~twelve~~ 12 months in a public school system. The student must have reimbursed the District in advance for the full, unsubsidized cost of educating the student. This amount will be determined ~~annually~~ by the Chief Education Officer or designee.

Payment of tuition must be in a certified or cashier's check in U.S. currency payable to the District. Should a student not be able to obtain a visa or not attend for some other reason, the tuition will be refunded in full. Should a student attend for less than a full school year, tuition will only be refunded if a true hardship situation is demonstrated.

~~The private sponsor assumes parental responsibility, including financial obligations while the foreign student is in attendance. The sponsor must demonstrate the ability to support the student prior to issuance of the I-20.~~

- Approved: February 14, 1991
- Revised: November 6, 1997
- Revised: September 2, 1999
- Revised: April 28, 2010
- Revised: October 27, 2011
- Revised: August 11, 2016

## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Student Distribution of Noncurricular Materials</b>
Designation	<b>JICEC-R</b>
Office/Custodian	<b>Education/ Director of Culture &amp; Services</b>

### Approval required prior to distribution

Students who wish to distribute noncurricular materials on school property or at a school-sponsored activity or event shall submit the material to the school principal for approval at least five school days in advance of the planned distribution date. The principal or principal's designee shall respond to such requests within three school days.

### Appeal

If the principal does not approve the materials for distribution, the principal or principal's designee shall provide a written explanation of why the materials were not approved under the policy accompanying this regulation.

The student may then appeal the decision as follows:

1. Within 10 school days of receiving the principal's or designee's decision, the student may file a written notice of appeal with the ~~superintendent~~Chief Education Officer.
2. The ~~superintendent~~Chief Education Officer shall make a written determination within 10 school days of receiving the student's appeal.
3. Within 10 school days of receiving the ~~superintendent~~Chief Education Officer's decision, the student may submit a written appeal to the ~~superintendent~~Chief Education Officer, requesting a hearing before the Board.
4. The ~~superintendent~~Chief Education Officer shall schedule the hearing on the agenda of the next regularly scheduled Board meeting, which generally will be held within 30 days of the filing of a request for a hearing. After providing the student with an opportunity to be heard, the Board shall render a decision, which shall be final.  
~~Students who wish to distribute noncurricular printed materials on school property or in conjunction with a school activity must notify the principal a minimum of 48 hours in advance so that details may be worked out regarding the time, place, and manner of distribution.~~

~~Students must produce an advance copy of the materials that will be distributed for the principal's review a minimum of 48 hours prior to the proposed distribution.~~

~~However, materials which are distributed on school grounds containing information prohibited by Board policy and/or materials that create a significant or substantial disruption, damage to persons or property, or threaten violence to property or persons in the judgment of school officials, may subject the responsible students to disciplinary action following distribution.~~

The following restrictions will apply to all requests for distribution of noncurricular materials by students:

1. Place. Distribution of printed materials must be made at places within the school or on school grounds as designated by the principal, except that in no event may such materials be distributed in any classroom of any building then being occupied by a regularly-scheduled class.
2. Time. Distribution may be made one-half hour before school and/or during regularly scheduled lunch periods and/or 15 minutes after the close of school. Any other times during the school day are considered to be disruptive of normal school activities.
3. Littering. All distributed items discarded in school or on school grounds must be removed by the persons distributing such materials.

4. Manner. No student may in any way be compelled or coerced to accept any noncurricular materials. In the alternative, no school official or student may interfere with materials distributed in accordance with this regulation and its accompanying policy.~~No student may in any way be compelled or coerced to accept any noncurricular materials. In the alternative, no school official or student may interfere with the distribution of approved materials.~~

Violation of any of these regulations will be sufficient cause for denial of the privilege to distribute materials at future dates and for disciplinary action.

- Approved: May 19, 1994
- Revised: August 10, 2000
- Revised: January 14, 2010
- Revised: August 11, 2016



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Early Dismissal of Students</b>
Designation	<b>JLIB-R</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services</b>

The District will make every attempt to protect the custodial rights of parents. The following procedures will be implemented.

1. The enrollment records of the District will include information regarding the marital status of a student's parents. Such status will be reviewed each year.
2. The District shall take reasonable measures to protect the custody rights of the various parties involved. It shall be the responsibility of the parent/guardian to keep the school apprised of the student's custody status.
3. If a student's parents are divorced, legally separated or have other special custody arrangements, District personnel shall request a copy of any and all legal documents pertaining to child custody, including restraining orders. If the custody decree is from a state other than Colorado, the decree must indicate that it has been filed with the clerk of any district court of Colorado.
4. The school shall flag the files of students whose parents are divorced or legally separated or have other special custody arrangements. The school shall maintain a card file of these students that is easily accessible to the principal or designee.
5. If a person whom the principal or designee does not recognize appears at school requesting the early dismissal of a student, the principal or designee shall ask for identification such as a driver's license, which the principal or designee should verify using routine school visitor verification procedures.

- Adopted: April 28, 2010
- Revised: August 11, 2016

# BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Public Concerns/Complaints about Instructional Resources</b>
Designation	<b>KEC-E</b>
Office/Custodian	<b>Education/Director of Culture &amp; Services, Executive Director of Learning Services</b>

Please fill in all applicable information and submit this form to the building Chief  
~~Education Officer at the Administration Building, 10850 E. Woodmen Road,~~  
Peyton Falcon, Colorado 80831.principal.

Title \_\_\_\_\_

Author \_\_\_\_\_

Publisher/or Producer \_\_\_\_\_

Please ~~check~~ describe the type of material in question (ie. book, movie, article, audio clip,  
website,software, application,  
etc.): \_\_\_\_\_

- |                                     |                                |                                 |  |
|-------------------------------------|--------------------------------|---------------------------------|--|
| <input type="checkbox"/> Book       | <input type="checkbox"/> Video | <input type="checkbox"/> Record | <input type="checkbox"/> Computer Software |
| <input type="checkbox"/> Periodical | <input type="checkbox"/> Kit   | <input type="checkbox"/> CD     | <input type="checkbox"/> Pamphlet          |
| <input type="checkbox"/> CD-ROM     | <input type="checkbox"/> DVD   | <input type="checkbox"/> Other  |  |

School in which material is used: \_\_\_\_\_

Request initiated by: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Complainant Represents: \_\_\_\_\_ herself/himself complainant

\_\_\_\_\_ (name of organization) \_\_\_\_\_



\_\_\_\_\_ (identify other group) \_\_\_\_\_

Please indicate the group/organization's:

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

The following questions are to be answered after the complainant has read, viewed or listened to the material in its **entirety**. If sufficient space is not provided, attach additional sheets. (Please sign your name to each additional attachment.)

1. To what in the material do you object? (please be specific; cite pages, video sequence, etc.)

\_\_\_\_\_  
\_\_\_\_\_

2. What do you believe is the theme or purpose of this material?

\_\_\_\_\_  
\_\_\_\_\_

3. What do you feel might be the result of a student using this material?

\_\_\_\_\_  
\_\_\_\_\_

4. For what age group would you recommend this material? \_\_\_\_\_

5. What Is there anything good about this material student learning may be impacted by this material? Please be specific.

\_\_\_\_\_  
\_\_\_\_\_

6. Did you read the entire book / article / text, view the entire visual material, and/or listen to the entire cassette/CD audio material? \_\_\_\_\_ (yes) \_\_\_\_\_ (no)

If no, which parts ~~What parts?~~ \_\_\_\_\_

7. Are you aware of the judgment of this material by literary, film, or music-audio critics? Are you familiar with any professional reviews of this material? If yes, please be specific.

\_\_\_\_\_  
\_\_\_\_\_

8. What recommendations are you making to the District? ( )

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Restrict the use of this material as follows:

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( ) Withdraw this material from: \_\_\_\_\_

(School)

( ) Withdraw this material from the district.

( ) Other: \_\_\_\_\_

9. If this material were to be restricted or withdrawn, what material would you recommend as more acceptable on the same subject and in the same format?

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Signature of complainant

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Date

- Adopted: October 29, 1999
- Revised: August 11, 2016

## BOARD OF EDUCATION AGENDA ITEM 9.01

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Peter Hilts, Chief Education Officer
<b>TITLE OF AGENDA ITEM:</b>	Peak Partners Report
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Informing Board of the direction taken to engage the community with the leadership academy and neighborhood teams as part of our Peak Partners Initiative (PPI).

**RATIONALE:** In keeping with our commitment to apply performance excellence criteria, this project targets engagement of the non district-affiliated citizens of District 49.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Educate and inform non-district affiliated citizens to recognize the importance of their district being the best place to learn, work and lead, which will contribute toward an overall increase in trust toward the district.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Helps build trust between District and citizens.
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	Helps build community participation
<b>Rock #3</b> — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	Helps establish leaders that work and learn in the community.
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** The PPI is funded on a contract basis. **AMOUNT BUDGETED:** \$50,000

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** The PPI team will update the Board on the progress and community engage in the last year.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** August 4, 2016



## Peak Partners Strategic Initiative Year-End Report for 2015-2016

### BACKGROUND

The 2016 Peak Partners Strategic Initiative (PPSI) was supported by the Board in July, 2015, under the direction of the chief officers.

The purpose of this strategic initiative is to help District 49 accomplish two of its “big rocks”, namely Trust, and Community while fulfilling the district vision and mission to be the *Best Choice to Learn, Work, and Lead*. Under the PPSI, the chief officer contracted with Matt Barrett and Jennifer Johnson as community consultants to create and recruit participants for the Peak Partners Leadership Academy (PPLA).

### 2015-2016 PEAK PARTNERS LEADERSHIP ACADEMY

#### 2015 - 2016 MILESTONES & RESULTS

The Peak Partners Strategic Initiative program is broken down into milestones to allow for easy segmentation, measurement, and budgeting.

#### YEAR 1 MILESTONES

<b>MILESTONE 1 –</b> Gathering partner organizations, categorized by sector (business, developer, military, etc)	<b>RESULTS –</b> PPLA had involvement from Colorado Springs Utilities, Colorado Springs Fire Department, El Paso County Sheriff, Regional Business Alliance, La Mission Restaurant, Chick Fil-A, Bryan Construction, Ent Federal Credit Union, St Francis Hospital, Northstar Bank, Colorado Technical University, and Nor’Wood Development.
<b>MILESTONE 2 –</b> Research: 2nd hand research / sensing meetings	<b>RESULTS –</b> Surveys were distributed both in electronic and in paper form with limited success. A majority of the respondents were from outside of D49, so directly applicable results weren’t obtained.
<b>MILESTONE 3 –</b> Create promotional materials	<b>RESULTS –</b> Communications Director Meister and his team did a wonderful job creating the needed promotional materials which were used to recruit attendees.
<b>MILESTONE 4 -</b> Program outline created	<b>RESULTS –</b> The Program outline was created and reviewed by CEO Hilts and Communications Director Meister to ensure the various D49 staff scheduled to present would be available.
<b>MILESTONE 5 -</b> Start the 2015-16 sessions (October 2015 through Feb 2016)	<b>RESULTS –</b> The dates of the event were modified to accommodate the target market’s schedule. Dates were January through March 2016.
<b>MILESTONE 6 –</b> Develop key talking points about events and reports of success for use by District Communications office to promote the program	<b>RESULTS –</b> The participants will are being interviewed by the District’s Communication office to develop the needed promotional materials. Based on the one-on-one wrap up interviews conducted, there will be ample amounts of positive testimony given.



## Peak Partners Strategic Initiative Year-End Report for 2015-2016

### **MILESTONE 7 –**

Compile measurement and analysis of data gathered during each program to improve 2016-17 program.

### **RESULTS –**

Based on the information gathered, the following feedback was given and will be considered:

- Field trips during the off weeks to allow participants to see the tangible operations of the District as opposed to just hearing about it in the scheduled sessions.
- Balance the time spent between Leadership lessons and education on the district.
- Participants wanted to be asked for referrals for next year.
- Participants wanted to be engaged for volunteer opportunities

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### **2016-2017 PEAK PARTNERS NEIGHBORHOOD TEAMS**

Graduates of the PPLA were exposed to opportunities for advanced District engagement. Several graduates have already gotten involved, while others are waiting for the timing to be better, but show interest. PPLA has provided them with easy access to get engaged. This progress will be monitored and evaluated.

Current desires for involvement include:

- DAC / SAC committees
- Mentoring future graduates through the program
- In class involvement
- Professional engagement with students to help mentor them
- Engage at risk students (from a current DHS case worker)

Additional graduates have reported already engaging their neighbors and communities with facts about the District.



## Peak Partners Strategic Initiative Year-End Report for 2015-2016

### 2016-2017 VOLUNTEERS INITIATING NEIGHBORHOOD EDUCATION (VINE)

#### MILESTONES

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##### MILESTONE 1

**Activity** - Distribute yard signs and FAQ sheets

**Deliverable** - Equip citizens with yard signs and educate them on key topics regarding ballot initiative

**Date** - Begin August 25th

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##### MILESTONE 2

**Activity** - Promote hosting neighborhood meetings to educate citizens on key topics regarding ballot initiative

**Deliverable** - Centers of influence will be created

**Date** - Begin August 25th

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##### MILESTONE 3

**Activity** - Promote citizens assembling at highly trafficked locations to educate people on key topics

**Deliverable** - Citizens educated on key topics regarding ballot initiative

**Date** - Begin August 25th



# Peak Partners Strategic Initiative Year-End Report for 2015-2016

## 2016-2017 PEAK PARTNERS LEADERSHIP ACADEMY MILESTONES

### YEAR 2 MILESTONES

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#### MILESTONE 1

**Activity** - Integrate findings from the learning stage in Year 1 into the 2016-17 PPLA

**Deliverable** - Updated program outline and schedule of events for 2016-17 program

**Date** - August 31, 2016

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#### MILESTONE 2

**Activity** - Integrate findings from the learning stage in Year 1 into PPLA promotional materials

**Deliverable** - Updated promotional materials

**Date** - August 31, 2016

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#### MILESTONE 3

**Activity** - Program outline created

**Deliverable** - schedule of events for 2016-17 program

**Date** - August 31, 2016

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#### MILESTONE 4

**Activity** - Start the 2016-17 PPLA

**Deliverable** - recruit participants into the PPLA for a 7 session program to include graduation ceremony

**Date** - September, 2016 through January, 2017

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#### MILESTONE 5

**Activity** - Develop key talking points about events and reports of success for use by District Communications office to promote the program

**Deliverable** - Letters of success / Video testimonials from Leadership participants

**Date** - June, 2017

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#### MILESTONE 6

**Activity** - Compile measurement and analysis of data gathered during each program to improve 2016-17 program. Data gathered will include demographic information on each individual, satisfaction survey for each session, relevant follow up / de-brief notes.

**Deliverable** - Final report of 2016-17 activities highlighting the satisfaction determination and follow up process improvements.

**Date** - June, 2017

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# **PPLA Inaugural Session Review PPLA II Proposal Neighborhood Teams Strategy**

***A Business and Academic Review***

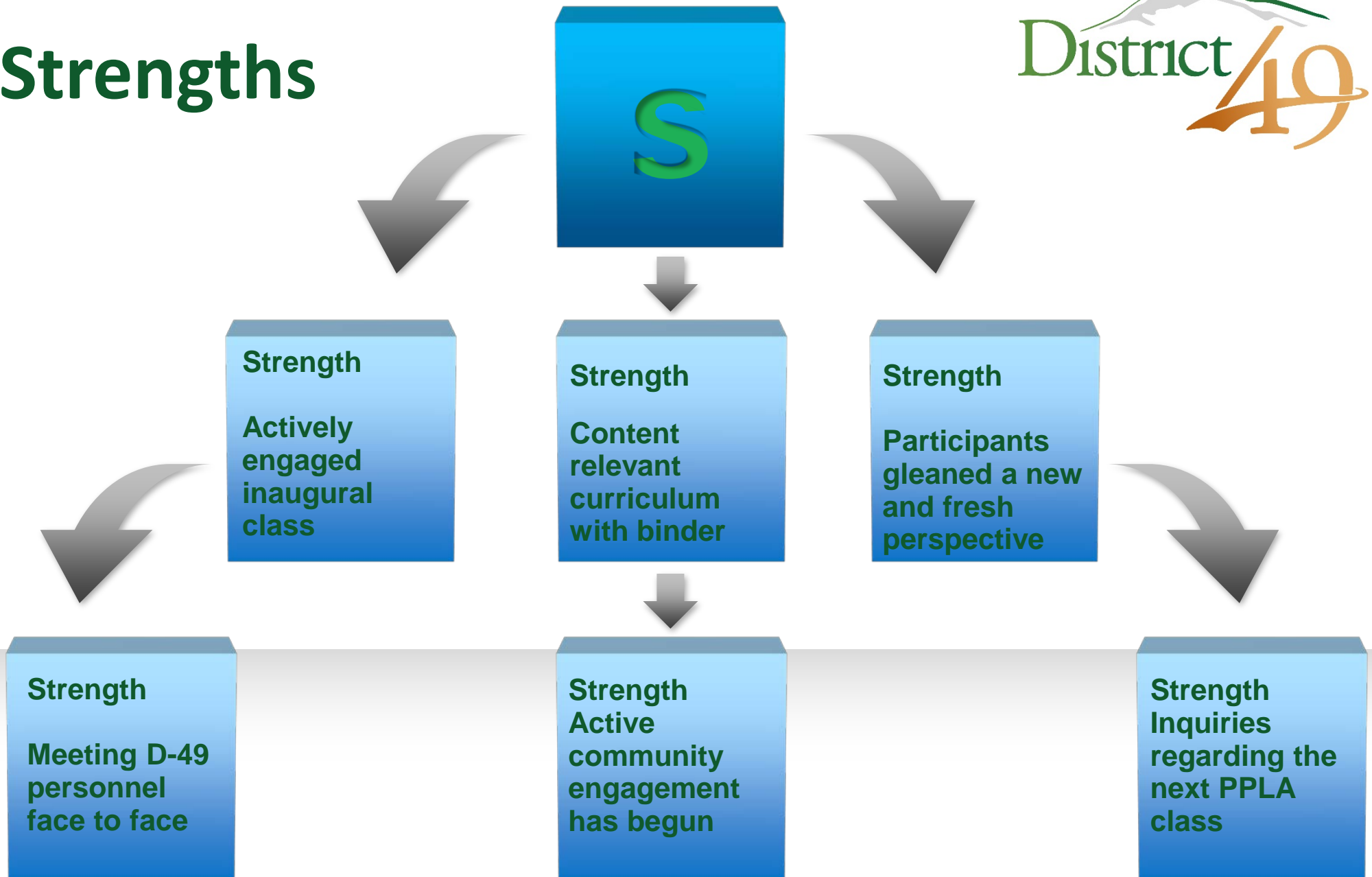
***by***

***Matt Barrett and Jennifer Johnson***

***August, 2016***



# Strengths



The Best Choice to Learn, Work and Lead

# Weaknesses

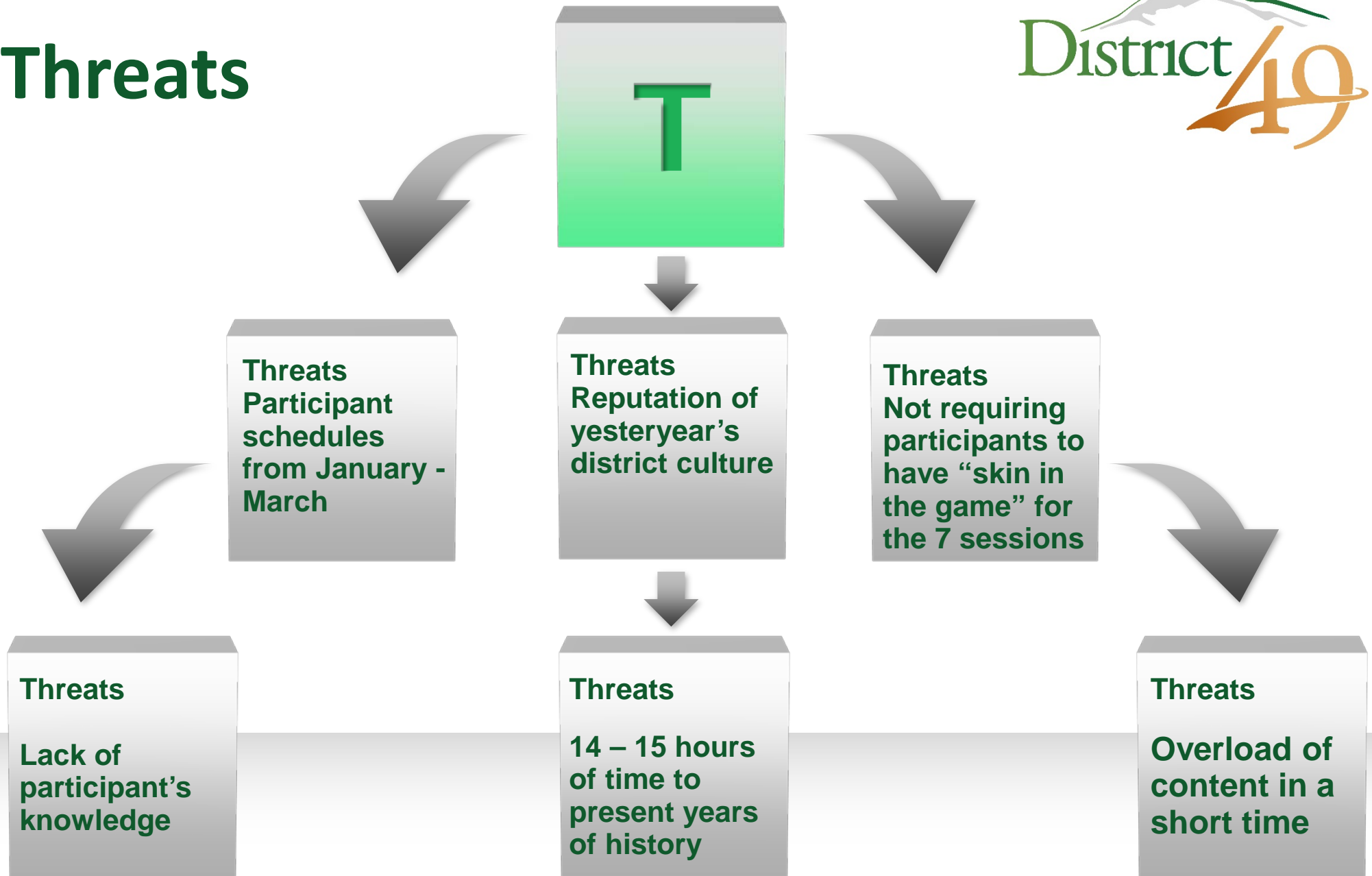


# Opportunities

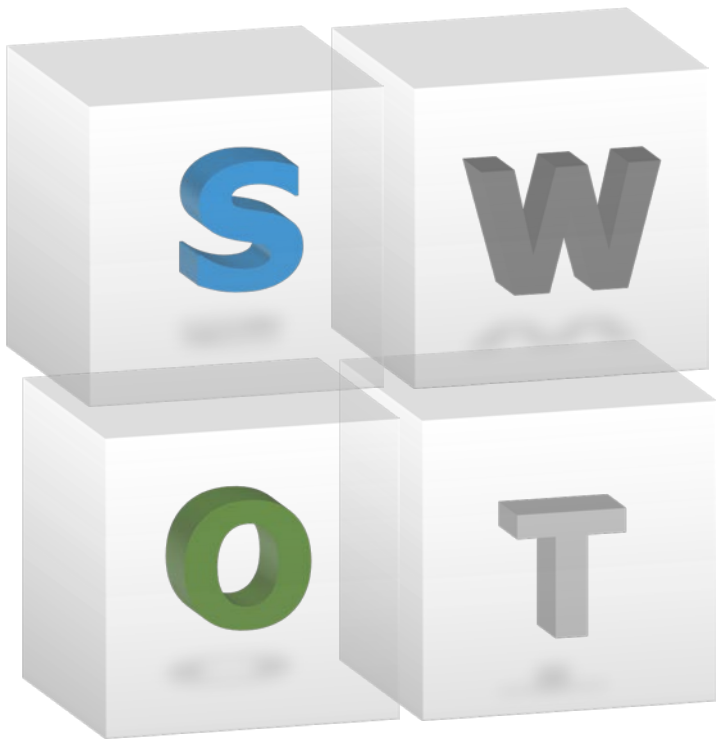


The Best Choice to Learn, Work and Lead

# Threats



# SWOT Summary and Recommendations



- *Inaugural session experienced success*
- *Revist and regroup on times and locations for sessions*
- *Confirm all presenters and needed content before the start of PPLA II*
- *Require participants to commit to at least one D-49 event*
- *Attend a board meeting as a group*
- *Meet in a school or schools to tour and meet and greet administrators and staff*
- *Ask all to spread the good word in order to meet the goal of a diverse poplution of 20 participants for PPLA II*
- *Assess pre and post*

# PPLA II 2017 Proposal



- **Winter 2017:** 7 sessions in class; 7 sessions offline; 1 culminating session = 14 total sessions
  - ***January:*** 2 district focused “in class” sessions; 3 “offline” leadership focused sessions
  - ***February:*** 2 district focused “in class” sessions; 2 offline” leadership focused sessions
  - ***March:*** 2 district focused in class sessions; 2 online leadership focused sessions; culminating session

# PPLA II Proposal

- Allow greater opportunity:
  - in class sessions to be devoted to district related topics and presentations
  - to study district related issues, concerns, possibilities
  - to plan, design, and present a district related proposal or plan for improvement in a team format
  - to study, and assess leadership skills online

# Neighborhood Teams

(Volunteers Initiating Neighborhood Education)

- Utilize PPLA I participants in assisting in the process of informing, communicating, and educating D-49 community
- Organize neighborhood and community information sessions
- Form focus groups to gather input and feedback on district related issues, concerns
- Implement long range plan for increased and ongoing two-way ambassador communications



# Neighborhood Teams

(Volunteers Initiating Neighborhood Education)

- Recruit committed community ambassadors for established terms
- Develop “zone level” ambassador leads
- Establish “district wide” ambassador thought leaders
- Develop Continuous Improvement plan for Neighborhood Teams

# Neighborhood Teams

(Volunteers Initiating Neighborhood Education)

- Plan and implement annual “recognition” for all ambassadors
- Promote ambassador activity via district “ambassador profile” reviews
- Continuously recruit newly minted ambassadors
- Invite zone leaders to be actively engaged in identifying potential ambassadors
- Encourage board member recommendations

# PPLA and Neighborhood Teams



The Best Choice to Learn, Work and Lead

## **BOARD OF EDUCATION AGENDA ITEM 9.02**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Andy Franko, iConnect Zone Leader
<b>TITLE OF AGENDA ITEM:</b>	Liberty Tree Classical Academy charter application timeline
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

### **BACKGROUND INFORMATION, DESCRIPTION OF NEED:**

Administration has received intent to apply from the Liberty Tree Classical Academy founding charter board. The group wishes to submit an application before the spring cycle and proceed with the necessary review process.

### **RATIONALE:**

The group is pursuing start up grants, land, and facilities. The review cycle proposed will allow them to disclose they are in the application process. The administration recognizes the need for an applicant to be in process for logistical reasons. Administration also recognizes the amount of work needing to be done will likely result in a fall of 2018 opening, if the charter is approved.

### **RELEVANT DATA AND EXPECTED OUTCOMES:**

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major impact
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** None

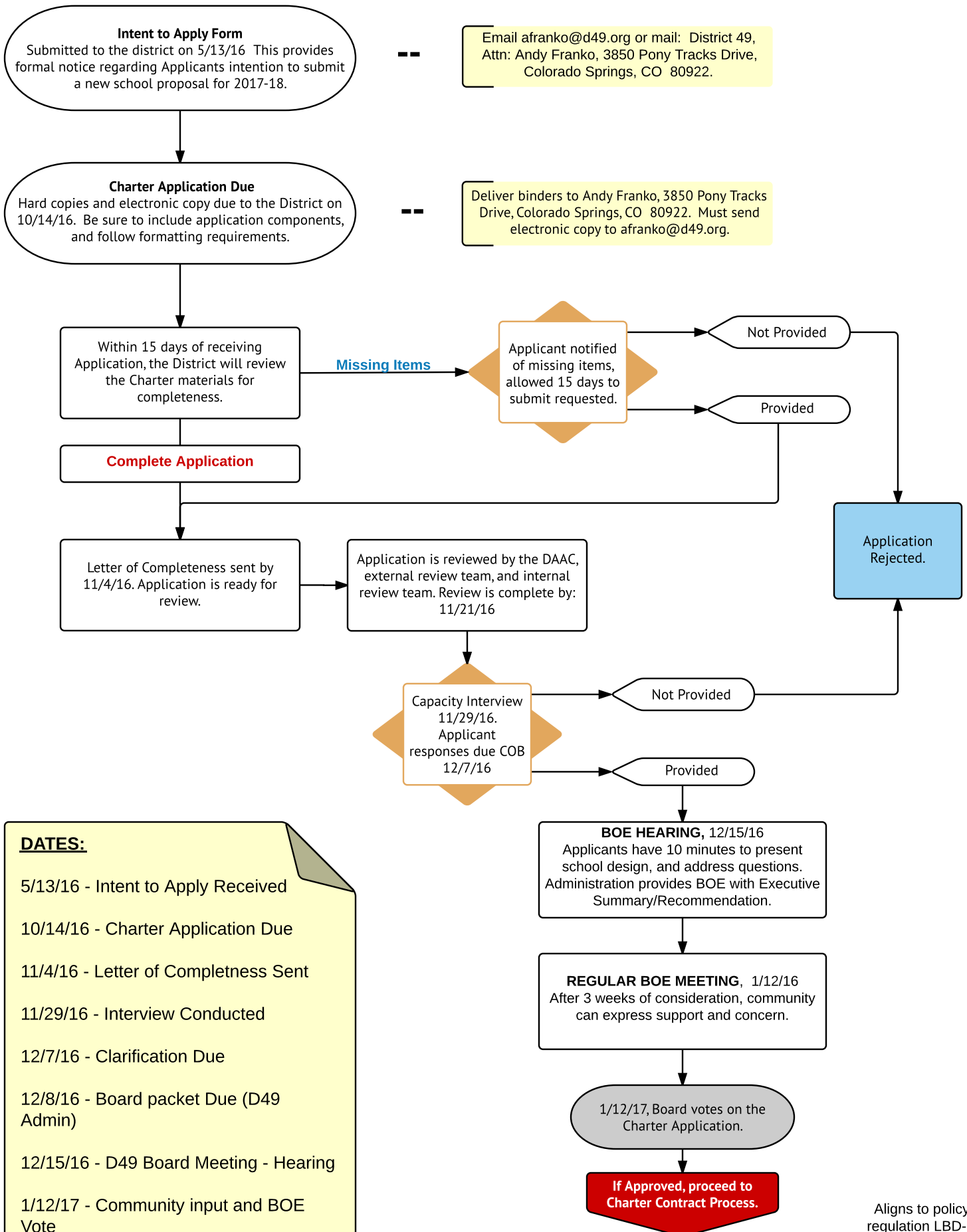
**AMOUNT BUDGETED:** None

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Discussion

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** July 26, 2016

# LIBERTY TREE CLASSICAL ACADEMY APPLICATION TIMELINE



## BOARD OF EDUCATION AGENDA ITEM 9.03

<b>BOARD WORK SESSION OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Brett Ridgway, Chief Business Officer Matt Meister, Director of Communications
<b>TITLE OF AGENDA ITEM:</b>	2016 Election Planning
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** The Board of Education has previously provided guidance to the Administration to conduct primary research for needs, options and financing vehicles for potential participation in the November 2016 election.

As details of the plan projects continue to be finalized, communication efforts are underway. Colorado law allows any school districts to speak positively and create promotional material about a potential bond issue before it refers the actual bond question to the voters.

**RATIONALE:** A coordinated communications plan identifying key audiences, materials, presentations and a timeline to ensure educational efforts around the proposed plan has been approved.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Current D49.org webpages for the plan are presented as are examples of facility performance scorecards available for download on D49.org. Scorecards will also be printed and made available at each campus for review by students, parents, staff and community members.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<i>Clarity and transparency in revenue generation strategies and related decisions.</i>
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	<i>There is no closer engagement for community participation than an election. Pursuing an election question in 2016 will need significant community participation for it to be reflective of the community's wishes for D49.</i>
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	<i>An election campaign should have clear connection to increasing our portfolio of distinct and exceptional schools.</i>
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	<i>Recognizing that the efficiencies D49 has achieved the last several years puts the district in a position to be trusted, to be innovative and through the continuous exercise of both; building a firm foundation for the future.</i>
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	<i>A commitment to improving facilities and programs will have a positive contribution to ensuring each student has their best opportunity for success.</i>

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Continued Thoughts/Guidance

**APPROVED BY:** Brett Ridgway, Chief Business Officer

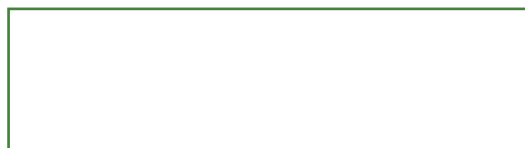
**DATE:** July 29, 2016



Falcon School District 49  
10850 E. Woodmen Rd.  
Peyton, CO 80831

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# PROPOSED FOR YOUR NOVEMBER BALLOT FOUR PRIORITIES • NO TAX INCREASE



## Upcoming Community Information Nights



**Aug. 15, 7 - 8:30 p.m.**

Vista Ridge High School  
6888 Black Forest Rd.



**Aug. 17, 7 - 8:30 p.m.**

Sand Creek High School  
7005 N. Carefree Cir.



**Aug. 18, 7 - 8:30 p.m.**

Falcon High School  
10255 Lambert Rd.



1. Remodel/Additions at Largest High Schools
2. Renovate & Refresh All Schools
3. More Competitive Teacher Salaries
4. Two New Elementary Schools

**Learn About The Plan at [D49.org/OurFuture](https://D49.org/OurFuture)**

# Frequently Asked Questions About The Building Our Future Community Plan

## What is the Building Our Future Community Plan?

The District 49 Building Our Future Community plan is a proposed mill levy override for the November ballot that would not raise taxes. The plan provides more money to attract and retain highly effective teachers, keeping us competitive with the larger districts to the west. Through smart business decisions, the plan would also build two new elementary schools and upgrade all existing schools in District 49 without increasing your tax rate.

## How does the plan not raise my taxes?

District 49 refinanced its existing debt in 2015, which saved \$2.5 million and dropped taxes last year. The refinance also shortened the term to maturity of the district's general bond debt, which will now be paid off at the end of 2017. This plan will ask voters to, as the debt matures, re-purpose the tax rate used to pay that debt to fund the Building Our Future Community plan, keeping your tax rate the same.

## What are the four priorities of the plan?

The priorities of the plan are: 1) Major remodels/additions at the three largest high schools, 2) Refurbish and refresh all schools, 3) More competitive teacher salaries, 4) Build two new elementary schools.

## If the plan is approved, when would projects in the Building Our Future Community plan start?

The \$83.5 million dollars made available if voters approve the plan would be available almost immediately. Over 175 projects have already been identified at existing schools. We've been working on architectural plans for the two new elementary schools, the additions at Falcon High School and Vista Ridge High School, and the major remodel at Sand Creek High School.

## If voters approve, does every school get money?

Yes - Priority 2 would provide \$20 million each decade for major projects to refresh and refurbish every existing school. It's important to take care of what we already have. The amount of money for each school depends on the size and age of the facility. Older, larger buildings will get more money for major projects compared to newer, smaller buildings. Students, staff and parents have told us it's a fair way to take care of the previous investments our community has made in our existing facilities.

## What happens if voters don't approve the plan?

If voters reject the mill levy override question in November, taxes would go down about \$20 per month for the average homeowner. The need for more educational space would still be there - new homes continue to be built each day in District 49. The refinance of existing debt makes this no tax increase plan possible, any future plan the district would bring to voters to address these needs would have to include a tax increase.

## How can I learn more about the plan?

D49.org/OurFuture has an overview video, facility performance scorecards, detailed information about each of the four priorities in the plan, and some architectural plans for the major construction projects. Attend one of the community info meetings next week.

## How can I ask questions and share my opinion?

D49.org/OurFuture also has a survey to share your insights about the plan and provide feedback. The upcoming community information nights will be a dialogue, the district wants to hear your comments, questions, and concerns. Pamphlets and facility performance scorecards will be available too.

Trust  
Community  
Portfolio  
of Schools  
Firm  
Foundations  
Every Student



## **BOARD OF EDUCATION AGENDA ITEM 9.04**

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Marie LaVere-Wright, President, Board of Education
<b>TITLE OF AGENDA ITEM:</b>	Board Resolutions for Colorado Association of School Boards
<b>ACTION/INFORMATION/DISCUSSION:</b>	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:**

<b>Rock #1</b> —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
<b>Rock #2</b> —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
<b>Rock #3</b> — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	Legislative action can help or hinder action at local level due to determination of funding and mandates
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	Legislative action can help or hinder action at local level due to determination of funding, regulatory hurdles, and mandates
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	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 should come to consensus on new or revised resolutions for submission to CASB.

**APPROVED BY:** Marie LaVere-Wright, BOE

**DATE:** July 29, 2016

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# Standing Resolutions

## Local Control

Colorado's Constitution acknowledges the diverse nature of Colorado school districts and establishes locally elected school boards vested with control of instruction as the guarantor of educational quality responsive to local needs.

Control of instruction, including efforts to restructure and fund public education, must be guided by student needs, improved academic achievement, and responsible use of financial resources as determined by the locally elected school board.

Essential functions of the local board of education's constitutional authority include establishing the course of curriculum and instruction, the process for determining the terms and conditions of employment for school district employees, and the budget to be used to implement the local community's priorities.

## Finance

The state must provide Colorado's public schools with adequate and reliable funding pursuant to a formula that balances federal, state and local revenue sources and is intended to fully fund the legal requirements for and meet the educational needs of all Colorado students.

New legislation must expressly consider cost at the state and local levels and be fully funded before it may be enforced by the state.

Ineffective mandates must be stripped from the law.

## Student Achievement

CASB supports a system of accountability that stresses local measures that inform instruction and separately acknowledges a need for a statewide system that allows measurement of school and district effectiveness and comparison between school districts.

CASB opposes any state mandates beyond the federal minimums with respect to assessment and educator licensure to assure local boards' flexibility to allocate instructional time and place the best teacher in every classroom.

Colorado school boards' constitutional authority includes the right to develop schools and programs to supplement current programs and ensure student access to diverse learning opportunities.

# 2017 Legislative Session Resolutions

*[to be populated by the Legislative Resolutions Committee and  
Member Submissions]*

### **Mission Statement**

*Advancing excellence in public education through effective leadership by locally elected boards of education.*

### **Vision Statement**

*The Colorado Association of School Boards through leadership, service, training and advocacy prepares local boards of education to advance a system of public schools where all students are challenged to meet their full potential.*



Colorado Association of School Boards

1200 Grant Street  
Denver, Colorado 80203-2306  
303-832-1000 • 800-530-8430  
[www.casb.org](http://www.casb.org)

Connect with CASB!  
[www.facebook.com/ColoSchoolBoards](https://www.facebook.com/ColoSchoolBoards)  
[@CASBConnect](#)

## RESOLUTIONS Submitted to CASB 7-30-14

#1 - Provide an option for an individual school district to propose (for State Board Approval) an alternative assessment system incorporating nationally or state-normed assessment.

#2 - Support full reimbursement for Special Education costs. Current reimbursement for mandated special education services is far below the true cost of serving this student population, requiring substantial subsidy from school districts general funds.

#3 - Allow school districts, at their option, to utilize regional building departments for all permits and inspections, rather than reserving electrical and plumbing for the state.

#4 - For any new statutory or regulatory expectations imposed on schools and districts (mandates) the Colorado Legislature shall appropriate new resources sufficient to fully fund the implementation costs of the mandates.

#5 - The Legislature shall direct the Colorado Department of Education to collaborate with district or charter school boards of education and superintendents (as well as their professional associations (CASE and CASB respectively) to develop a system for counting student enrollment that is more equitable than the current single-day "October-count" model.

*#1 - Rationale: The purpose of such flexibility would be for districts to create assessment systems that are sensitive to local priorities while still providing the state a way to hold districts accountable for student performance and growth.*

*#2 - Rationale: Legislative action and court decisions continue to redefine the definition of Free Appropriate Public Education, which increases the level of services and therefore the cost to meet this legal requirement. Without full reimbursement, districts must cut other vital programs to meet the increased costs to stay within the changing legal mandate.*

*#3 - Rationale: This would alleviate backlog at state inspection offices, and allow districts to complete projects in a timelier and therefore cost-effective manner.*

*#4 – Rationale: Without full reimbursement, districts must cut other vital programs to meet the increased costs to stay within the changing legal mandate.*

*#5 – Rationale – added at CASB's request 8/6/14: Adding a second enrollment count day in February would allow districts to make mid-term adjustments to aid when students come and go during the school year. Educating children isn't based on an annual decision. Month-to-month or day-to-day decisions are necessary which may require different resources. Many school districts recognize a significant amount of growth after the October count. Educational funding should be supported for those new students.*

**Resolutions Submission Form****User Information**

<b>Name:</b>	Anonymous	<b>Email:</b>	N/A
<b>IP Address:</b>	209.248.72.40	<b>Time Spent:</b>	0 days, 0 hours, 2 minutes, 102 seconds, 102000 milliseconds
<b>Started:</b>	08/26/2015 3:42 PM	<b>Completed:</b>	08/26/2015 3:44 PM

**1.** If you would like to submit a resolution for the Legislative Resolutions Committee to consider, please outline your resolution here.

CASB urges the United States Congress to amend the Drug Free Schools and Communities Act to include an exception for the administration of non-psychoactive cannabinoid oils to students on school grounds under medical supervision when prescribed by a treating physician.

**2. Rationale Statement**

Students with significant medical needs are migrating to Colorado to pursue treatment with non-psychoactive cannabinoid oil for intractable medical conditions such as Dravet's syndrome. Mainstream medical facilities like Children's Hospital and Memorial Hospital are allowing administration of cannabinoid oils to children in their facilities under compassionate care policies. In the current environment, caregivers may decide to medicate their children during the school day without the school's knowledge or cooperation because staff in the school setting cannot facilitate administration of therapeutic cannabinoid oils without putting the school's federal funding at risk. This undermines our ability to partner with the parent to truly do what is best for the child. Providing an exception would allow the schools to apply the same constraints used for the administration of all other medications during the school day which would increase overall student safety.

**3. Resolution submitted by (Board of Education)**

District 49

**4. Contact Person**

Marie LaVere-Wright

**5. Email Address**

mlavere-wright@d49.org

**6. Phone**

719-495-1128

**Resolutions Submission Form****User Information**

<b>Name:</b>	Anonymous	<b>Email:</b>	N/A
<b>IP Address:</b>	209.248.72.40	<b>Time Spent:</b>	0 days, 0 hours, 4 minutes, 264 seconds, 264000 milliseconds
<b>Started:</b>	08/26/2015 3:37 PM	<b>Completed:</b>	08/26/2015 3:42 PM

**1.** If you would like to submit a resolution for the Legislative Resolutions Committee to consider, please outline your resolution here.

CASB urges the General Assembly to determine a mechanism separate from the school funding formula to fund the infrastructure and updates in technology required for districts to meet both instructional and testing requirements of the 21st century.

**2. Rationale Statement**

The inclusion of 21st century skills in the Colorado Academic Standards combined with online administration of mandated state testing has created a defacto unfunded mandate for local school districts. In addition the disparate ability of districts to provide adequate access to technology for students can be interpreted as a failure to provide a thorough and uniform education for all Colorado students.

**3. Resolution submitted by (Board of Education)**

District 49

**4. Contact Person**

Marie LaVere-Wright

**5. Email Address**

mlavere-wright@d49.org

**6. Phone**

719-495-1128

## BOARD OF EDUCATION AGENDA ITEM 9.05

<b>BOARD MEETING OF:</b>	August 11, 2016
<b>PREPARED BY:</b>	Marie LaVere-Wright, Board President
<b>TITLE OF AGENDA ITEM:</b>	Board Evaluation Process
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** High performing Boards of Education utilize a process of evaluation of the Board's leadership, goal setting, and professional development to continuously improve their leadership as a governing body. The behaviors and qualities necessary to be a high performing Board were documented in the Iowa Lighthouse Study, and have also been defined in the Key Work of School Boards. The District 49 Board of Education currently uses a checklist for board members and chiefs to evaluate the efficiency of regular board meetings however this tool is not adequate to evaluate our strengths and opportunities for improvement as a governing body or to guide in the development of performance goals and professional development for the board.

**RATIONALE:** In order to fulfill our vision of becoming the best district to learn, work, and lead, the Board should consider adopting a process for Board Evaluation and growth. District 49 has adopted the Baldrige Model for continuous improvement. It is appropriate for the Board of Education to use a tool for evaluation and professional growth aligned with the Baldrige model. The Baldrige Model is also consistent with the Iowa Lighthouse Study and Key work of School Boards.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Adopting a formal process of evaluation, goal setting, and professional development for the Board will improve our leadership as a governing body, improve the relationship between the board and our community and increase support for our district.

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

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	A high performing Board of Education will earn the trust and respect of our community, which will in turn increase community support for our district. This support is key to providing the resource needed to achieve Rocks 2-5
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
<b>Rock #4</b> — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
<b>Rock #5</b> — Customize our educational systems to <u>launch each student toward success</u>	

**FUNDING REQUIRED:** TBD

**AMOUNT BUDGETED:**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Determine a process for formal evaluation and goal-setting for the Board of Education.

**APPROVED BY:** Marie LaVere-Wright, BOE President

**DATE:** July 29, 2016





## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Board of Education Evaluation and Professional Development</b>
Designation	<b>BAA</b>
Office/Custodian	<b>Board of Education/</b>

The Board of Education has adopted the cultural compass as the guiding paradigm for how all members of our district will strive to treat their work and one another. As a part of this commitment to one another and our District 49 community, it is imperative that the Board of Education has a formal method to hold itself accountable by evaluating its performance, finding opportunities for improvement, and setting goals to strategically improve our leadership as a governing body. It is our goal to follow a respectful, transparent process to ensure we continue to improve our leadership, and to earn the trust of our community through open and honest dialogue regarding our collective strengths, and challenges.

As the Board of Education acts as one governing body, the Board will be evaluated as a body, not as individuals. On an annual basis, the board commits to the following process:

- A. Each Board member will independently evaluate the Board as a body using a self-evaluation instrument aligned with the Baldrige Criteria for highly effective Boards.
- B. The Board of Education will seek 360° feedback through an anonymous instrument administered by a third party aligned with the same criteria.
- C. A summative report identifying the strengths and opportunities for improvement for the Board will be prepared, and will be reviewed by the Board at a public meeting.
- D. The Board will set annual goals for improvement with an associated Board Growth Plan based on the information included in the summative report at a public meeting.
- E. The summative report of the Board evaluation, goals and growth plan will be available to the public.
- F. Subsequent annual evaluation summative reports will include a report on the progress made towards the prior year's goals and action plan.

- Adopted:
- Revised:

LEGAL REFS:

CROSS REFS:

## **Board Growth Plan**

### **Standard of Effective Board Practice:**

Identify the standard of effective board practice for improvement

### **Baseline Performance:**

The baseline performance determined by the board at the beginning of the evaluation process

### **Objective**

Craft the intended objective to demonstrate growth

### **Alignment of Objective to district strategic plan and/or other district priorities:**

Explain how the objective is tied to the district strategic plan and/or other initiatives

### **Performance Evidence and Measures:**

List the types of evidence that would be applicable for measuring attainment of the objective

### **Strategies and Action Steps:**

Deconstruct objective into the needed strategies and action steps

### **Evidence of completion of Strategies and Action Steps:**

List the evidence needed to determine completion of the strategy/action step

### **Strategy/Action Step Leader:**

Identify the board member(s) who will be responsible for monitoring board progress and identify any barriers to progress

### **Monitoring Date and Completion Date:**

Identify the dates for the board to review progress and the actual completion date of the strategy/action step





## Board Growth Plan

<b>Standard of Effective Board Practice:</b>				
<b>Baseline Performance:</b>				
<b>Objective:</b>				
<b>Alignment of Objective to CSIP and/or district initiatives</b>				
<b>Evidence and Measures:</b>				
<b>Strategy/Action Step</b>	<b>Evidence of Completion</b>	<b>Leader</b>	<b>Monitoring Date</b>	<b>Completion Date</b>




### Foundational Principles of Effective Governance: The Board Connects With the Community

The Board engages in an ongoing two-way conversation with the entire community. The purpose of the conversation is to enable the board to hear and understand the community's educational aspirations and desires, to serve effectively as an advocate for district improvement and to inform the community of the district's performance.




- 3 Stakeholder representatives (school board, senior leadership, district staff, parents, community leaders and students) provide input in the development of the district vision, mission and priorities.

Response	Frequency
Strongly Agree	 3
Agree	 2
Disagree	 1
Strongly Disagree	0
Don't know	 1





- 4 The board routinely, accurately and publicly reports the status of district finances.

Response	Frequency
Strongly Agree	0
Agree	 5
Disagree	 1
Strongly Disagree	 1
Don't know	0




- 5 The board makes specific efforts to engage other local, county, and state officials in reaching district goals.

Response	Frequency
Strongly Agree	 2
Agree	 3
Disagree	0
Strongly Disagree	0
Don't know	 2




- 6 The board is reluctant to openly discuss the district's achievement challenges with the community.

Response	Frequency
Strongly Agree	0
Agree	 1
Disagree	 3
Strongly Disagree	 2
Don't know	 1




- 20 The board views community engagement as a valuable opportunity, not a burden.

Response	Frequency
Strongly Agree	 4
Agree	 2
Disagree	 1
Strongly Disagree	0
Don't know	0




- 22 The board routinely recognizes student excellence.

Response	Frequency
Strongly Agree	 5
Agree	 1
Disagree	 1
Strongly Disagree	0
Don't know	0




- 37** The board works with the superintendent to routinely gather input from the community through surveys, public meetings, advisory committees, and other agreed upon processes.

Response	Frequency
Strongly Agree	 3
Agree	 3
Disagree	0
Strongly Disagree	0
Don't know	 1





- 38** Board members regularly attend district and community events.

Response	Frequency
Strongly Agree	 3
Agree	 3
Disagree	 1
Strongly Disagree	0
Don't know	0





- 40** The board engages community members who are not parents of school-age children.

Response	Frequency
Strongly Agree	0
Agree	 2
Disagree	 3
Strongly Disagree	0
Don't know	 2




- 41** The board routinely recognizes staff excellence.

Response	Frequency
Strongly Agree	 3
Agree	0
Disagree	 1
Strongly Disagree	 1
Don't know	 2





- 61** The board supports achievement related activities in district buildings before and after the school day.

Response	Frequency
Strongly Agree	 3
Agree	 2
Disagree	0
Strongly Disagree	 1
Don't know	 1





- 68** The board expects the district to annually report to the community progress related to student performance and other district goals using data from current and previous years.

Response	Frequency
Strongly Agree	 5
Agree	 1
Disagree	0
Strongly Disagree	 1
Don't know	0

- 69** The board builds partnerships with business and civic leaders to support district goals.

Response	Frequency
Strongly Agree	 2
Agree	 2
Disagree	 1
Strongly Disagree	 2
Don't know	0




- 76** The board follows the district process to systematically receive input from the staff to inform district decisions.

Response	Frequency
Strongly Agree	 1
Agree	 3
Disagree	0
Strongly Disagree	 1
Don't know	 2





## Key Work of School Boards: Community Leadership

The Board engages in an ongoing two-way conversation with the entire community. The purpose of the conversation is to enable the board to hear and understand the community's educational aspirations and desires, to serve effectively as an advocate for district improvement and to inform the community of the district's performance.




- 5** The board makes specific efforts to engage other local, county, and state officials in reaching district goals.

Response	Frequency
Strongly Agree	 2
Agree	 3
Disagree	0
Strongly Disagree	0
Don't know	 2




- 16** I believe the board is respected by district staff.

Response	Frequency
Strongly Agree	0
Agree	 3
Disagree	 2
Strongly Disagree	 1
Don't know	 1




- 20** The board views community engagement as a valuable opportunity, not a burden.

Response	Frequency
Strongly Agree	 4
Agree	 2
Disagree	 1
Strongly Disagree	0
Don't know	0




- 22** The board routinely recognizes student excellence.

Response	Frequency
Strongly Agree	 5
Agree	 1
Disagree	 1
Strongly Disagree	0
Don't know	0

- 37** The board works with the superintendent to routinely gather input from the community through surveys, public meetings, advisory committees, and other agreed upon processes.

Response	Frequency
Strongly Agree	 3
Agree	 3
Disagree	0
Strongly Disagree	0
Don't know	 1

- 38** Board members regularly attend district and community events.

Response	Frequency
Strongly Agree	 3
Agree	 3
Disagree	 1
Strongly Disagree	0
Don't know	0

- 40** The board engages community members who are not parents of school-age children.

Response	Frequency
Strongly Agree	0
Agree	2
Disagree	3
Strongly Disagree	0
Don't know	2

- 41** The board routinely recognizes staff excellence.

Response	Frequency
Strongly Agree	0
Agree	3
Disagree	2
Strongly Disagree	0
Don't know	2

- 61** The board supports achievement related activities in district buildings before and after the school day.

Response	Frequency
Strongly Agree	3
Agree	2
Disagree	0
Strongly Disagree	1
Don't know	1

- 69** The board builds partnerships with business and civic leaders to support district goals.

Response	Frequency
Strongly Agree	2
Agree	2
Disagree	1
Strongly Disagree	2
Don't know	0

- 76** The board follows the district process to systematically receive input from the staff to inform district decisions.

Response	Frequency
Strongly Agree	1
Agree	3
Disagree	0
Strongly Disagree	1
Don't know	2

## Baldrige Education Criteria for Performance Excellence : Customer Focus

The Board engages in an ongoing two-way conversation with the entire community. The purpose of the conversation is to enable the board to hear and understand the community's educational aspirations and desires, to serve effectively as an advocate for district improvement and to inform the community of the district's performance.

- 4** The board routinely, accurately and publicly reports the status of district finances.

Response	Frequency
Strongly Agree	0
Agree	5
Disagree	1
Strongly Disagree	1
Don't know	0

- 5** The board makes specific efforts to engage other local, county, and state officials in reaching district goals.

Response	Frequency
Strongly Agree	2
Agree	3
Disagree	0
Strongly Disagree	0
Don't know	2

- 6** The board is reluctant to openly discuss the district's achievement challenges with the community.

Response	Frequency
Strongly Agree	0
Agree	1
Disagree	3
Strongly Disagree	2
Don't know	1

- 20** The board views community engagement as a valuable opportunity, not a burden.

Response	Frequency
Strongly Agree	4
Agree	2
Disagree	1
Strongly Disagree	0
Don't know	0

- 22** The board routinely recognizes student excellence.

Response	Frequency
Strongly Agree	5
Agree	1
Disagree	1
Strongly Disagree	0
Don't know	0

- 37** The board works with the superintendent to routinely gather input from the community through surveys, public meetings, advisory committees, and other agreed upon processes.

Response	Frequency
Strongly Agree	3
Agree	3
Disagree	0
Strongly Disagree	0
Don't know	1

- 38** Board members regularly attend district and community events.





Response	Frequency
Strongly Agree	3
Agree	3
Disagree	1
Strongly Disagree	0
Don't know	0

- 40** The board engages community members who are not parents of school-age children.




Response	Frequency
Strongly Agree	0
Agree	2
Disagree	3
Strongly Disagree	0
Don't know	2






**41** The board routinely recognizes staff excellence.

Response	Frequency
Strongly Agree	 3
Agree	0
Disagree	 1
Strongly Disagree	 1
Don't know	 2





**46** The board ensures that a periodic assessment of district climate and culture is conducted.

Response	Frequency
Strongly Agree	 2
Agree	 4
Disagree	0
Strongly Disagree	 1
Don't know	0

**68** The board expects the district to annually report to the community progress related to student performance and other district goals using data from current and previous years.

Response	Frequency
Strongly Agree	 5
Agree	 1
Disagree	0
Strongly Disagree	 1
Don't know	0

**69** The board builds partnerships with business and civic leaders to support district goals.

Response	Frequency
Strongly Agree	 2
Agree	 2
Disagree	 1
Strongly Disagree	 2
Don't know	0

Indicator/Topic	Draft Statement	FPR Clarifies Purpose	FPR Connects Community	FBR Employs Super	FPR Delegates Authority	Performance	FPR Responsibility for Itself	KW Vision	KW Accountability	KW Policy	KW Community	Board/Superintendent Relationships	BR Leadership	BR Strategy	BR Customer Focus	BR Measurement	BR Workforce	BR Operations	IOWA Clear Expectations	IOWA Conditions for Success	IOWA Accountability	IOWA Collective Will	IOWA Learn Together
Stakeholder Input	The board views community engagement as a valuable opportunity, not a burden.		X								X				X							X	
Stakeholder Input	Stakeholder representatives (school board, senior leadership, district staff, parents, community leaders and students) provide input in the development of the district vision, mission and priorities.		X					X					X						X	X			
Stakeholder Input	The board works with the superintendent to routinely gather input from the community to inform governance decisions through surveys, public meetings, advisory committees, and other agreed upon processes.		X								X				X							X	
Stakeholder Input	The board follows the district process to systematically receive input from the staff to inform district decisions.		X								X						X					X	
Communication of Progress	The board ensures that the strategic plan, district improvement goals and student performance progress are regularly communicated to all stakeholders.		X								X		X						X	X			
Communication of Progress	The board expects the district to annually report to the community progress related to student performance and other district goals using data from current and previous years.		X						X						X						X	X	
Communication of Finances	The board routinely, accurately and publicly reports the status of district finances.		X						X						X					X	X		
Parent Engagement	The board demonstrates that parents are important partners in the education of their children.		X								X				X							X	
Stakeholder Engagement	The board makes specific efforts to engage community members who are not parents of school-age children.		X								X				X							X	
Stakeholder Engagement	The board supports achievement related activities in district buildings before and after the school day.		X								X							X		X	X		
Community Partnerships	The board builds partnerships with business and civic leaders to support high student achievement.		X								X				X					X		X	
Community Advocacy	The board makes specific efforts to engage other local, county, and state officials in the reaching district goals.		X								X				X							X	
Board Member Engagement	Board members regularly attend district and community events.		X								X				X							X	
Recognize Success	The board routinely recognizes student excellence.		X								X				X							X	
Recognize Success	The board routinely recognizes staff excellence.		X								X				X							X	
Communication of Progress	The board is reluctant to openly discuss the district's achievement challenges with the community		X						X						X							X	