

ANNOUNCEMENT/NOTICE
BOARD OF EDUCATION WORK SESSION
August 28, 2019
6:00 p.m. New Administrator Meet and Greet
6:30 p.m. Business Meeting
Education Service Center – Board Room

PURPOSE:

1. Operations Performance Reports
 - a. Nutrition Services (10 minutes) **Deines-Henderson**
2. Preliminary Enrollment Update (10 minutes) **Sprinz**
3. Supplemental Budget Request 2018-2019 (5 minutes) **Sprinz**
4. Monthly Financial Update (10 minutes) **Poulin**
5. Overview of 2019 State Assessment Performance (15 minutes) **Granaas**
6. Professional Learning Update (10 minutes) **K Pickering**
7. Charter Contracts
 - a. Mountain View Academy Charter Contract (5 minutes) **Franko**
 - b. Spacious Skies Charter School Contract (5 minutes) **Franko**
8. Land Transfer Request for Claremont Ranch (5 minutes) **Ridgway/Andrews**
9. Policy and Procedure Review (5 minutes) **Garza**
 - a. AE, AE-R Accountability/Commitment to Accomplishment
 - b. BAA Board of Education Evaluation and Professional Development
 - c. BBBA Board Member Qualifications
 - d. BDFB Career and Technical Education Advisory Council
 - e. EBCA Disaster Plan
 - f. EDE Waste Management and Recycling
 - g. EHC Safeguarding Personal Identifying Information
 - h. EJ-E-1, EJ-E-2 Service Animal Forms
 - i. FEG, FEG-R Construction Contracts Bidding and Awards
 - j. GBDD Employee Benefits
 - k. GCI, GCI-R Staff Professional Development
 - l. GCKB Administrative Staff Assignments and Transfers
 - m. IHACA Law-Related Education
 - n. IHAK Character Education
 - o. IHAL Religion in the Curriculum
 - p. IHAMA Teaching About Drugs, Alcohol and Tobacco
 - q. IHBA, IHBA-R Special Education Programs for Students with Disabilities
 - r. IHBF Homebound Instruction
 - s. IMB, IMB-R Teaching About Controversial/Sensitive Issues
 - t. JBB Sexual Harassment
 - u. JFABA Nonresident Tuition Charges
 - v. JICED Student Expression Rights
 - w. JID Students of Legal Age
 - x. JIE/JIG Pregnant/Married Students

BOE Work Session August 28, 2019

Agenda – Page 2

- y. JK-2, JK-2-R Discipline of Students with Disabilities
 - z. JKB Student Detention
 - za. JKBA, JKBA-R Disciplinary Removal from Classroom
 - zb. JLCDA Students with Food or Environmental Allergies
 - zc. JLDAC Screening/Testing of Students
 - zd. JLIB, JLIB-R Early Dismissal of Students
 - ze. JRA-R/JRC-R, JRA-E-1/JRC-E-1, JRA-E-3/JRC-E-3 Student Records/Release of Information on Students
 - zf. KB Parent Involvement in Education
 - zg. KEC, KEC-E Public Concerns/Complaints about Instructional Resources
10. Update on Aspen View Homes Land Dedication Transfer Request (5 minutes) **Ridgway**
 11. Proposed District 49 Resolutions for Colorado Association of School Boards (10 minutes) **Chiefs**
 12. Monthly Chief Officer Reports (10 minutes) **Chief Officer Team**
 13. Chief Operations Officer Performance Assessment/Report (10 minutes) **Almeida**

DATE OF POSTING: August 22, 2019

Donna Garza
Executive Assistant to the Board of Education

BOARD OF EDUCATION ITEM 1
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Monica Deines-Henderson, Director of Nutrition Services

TITLE OF AGENDA ITEM: Nutrition Department Update

ACTION/INFORMATION/DISCUSSION: Information

BACKGROUND OR RATIONALE

Annual department update to BOE.

RELEVANT DATA AND EXPECTED OUTCOMES:

To keep the BOE and community informed of the status of the Nutrition Department

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	<p>By operating a fiscally sound Department for the support of the learning environment.</p> <p>By providing nutritious meals to students to enhance their learning experience.</p>

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Pedro Almeida, Chief Operations Officer

DATE: August 2, 2019

Nutrition Services Update



Monica Deines-Henderson
Director of Nutrition Services

Background



- Nutrition Services is a Special Revenue Fund
 - An Enterprise
- Established by USDA to operate as a Not-For-Profit
 - Limited Fund Balance to 3 months operating costs
- Self-Funded
 - Doesn't utilize General Fund Support

Rules for Accounting and Reporting 1CCR 301-11



- 3.03 (4) “the food service fund shall be operated as nearly as practicable on a nonprofit basis.”
- 3.03(8) Net Cash resources must be limited to three months average expenditures based upon a nine-month operating year.

Child Nutrition Reauthorization (CNR)



- Child Nutrition Program must be reauthorized by Congress every 5 years. The current authorization expired on Sept 30, 2015. The program has been running on an extension
- CNR establishes the meal patterns and other program regulations
- Congress is working on CNR

Department Statistics



- 100 staff members
- Serve at 23 sites
 - Prepare and serve at 21 sites
 - Transport meals to 2 sites



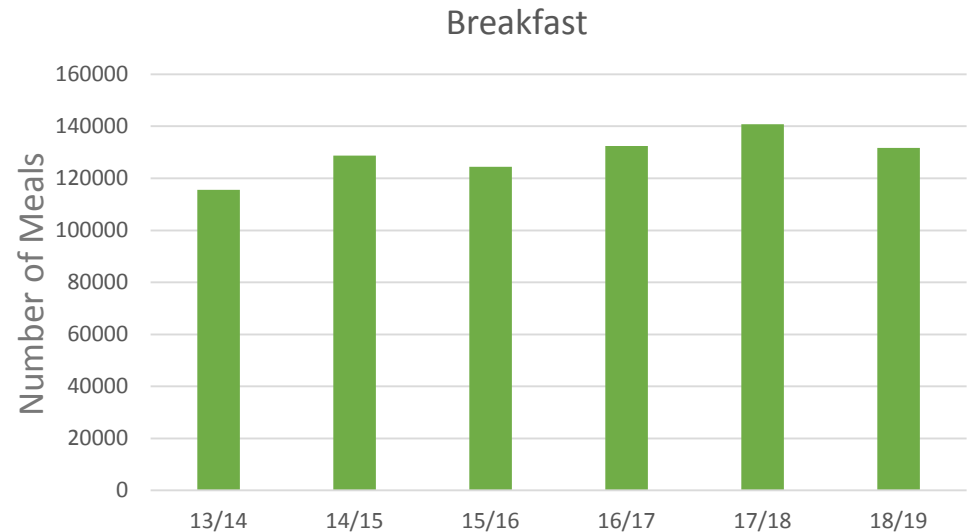
2018-2019 Wrap Up



- Meals Served

Breakfast

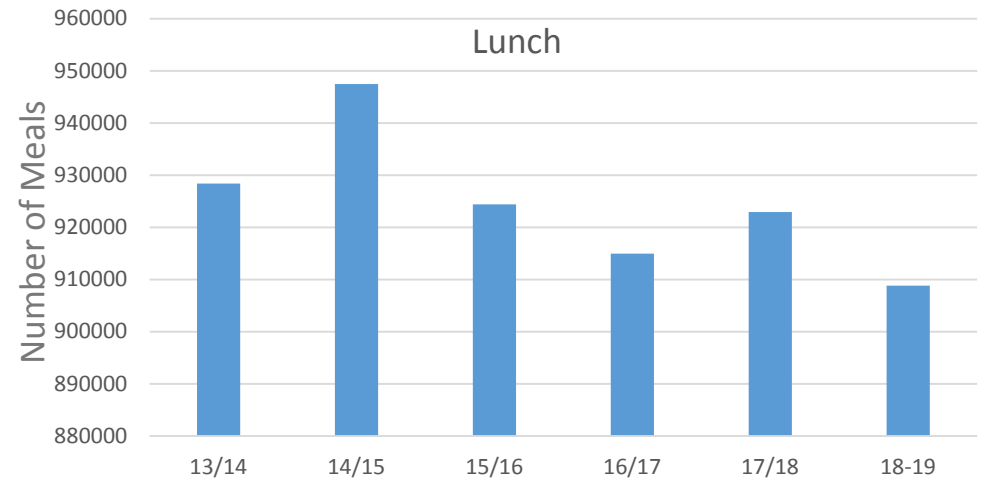
- 128730
- \$275379.08



2018-2019 Wrap Up

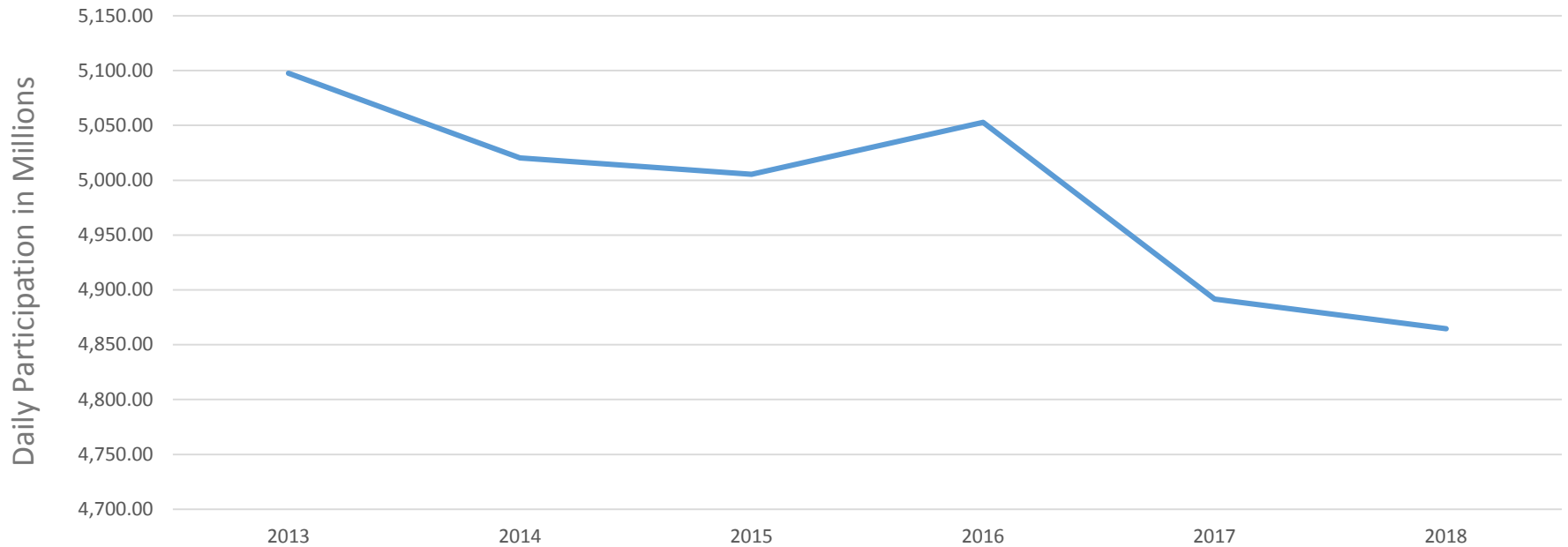


- Meals Served
 - Lunch
 - 908829
 - \$1,598,010.24





National Participation



State/Territory	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Colorado	62,313,153	62,264,571	61,448,362	60,559,140	59,426,702

The Best Choice to Learn, Work and Lead

2019 Summer Meals Program



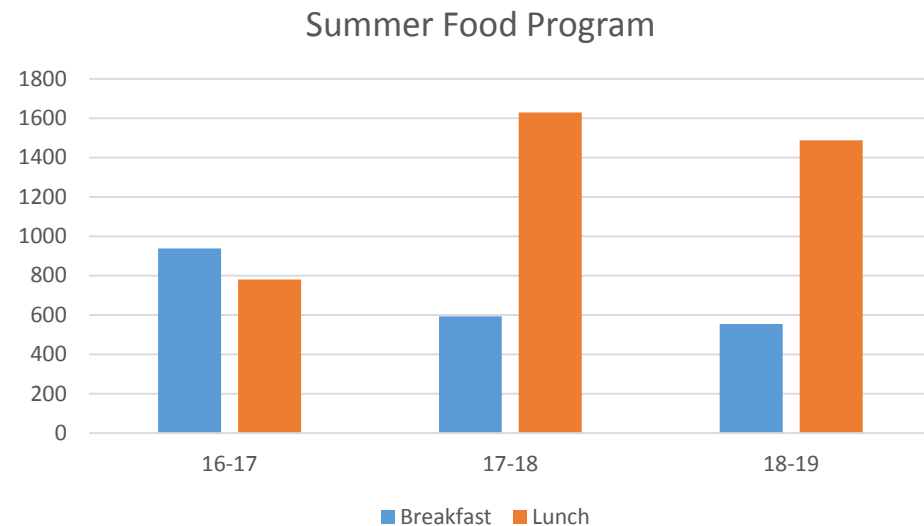
In 20 days of service to our community:

555 Breakfast served

17-18: 593 (24 days)

1488 Lunches served

17-18: 1629 (24 days)



Other Revenue Sources

2018-2019

Ala Carte: \$349,510.60

Adult Meals: \$3,628.10

Catering: \$44,531.06

Summer Meals: \$7,275.47

Commodities: \$242,612.84

(commodities are also an expense)



2017-2018

\$368,026.08

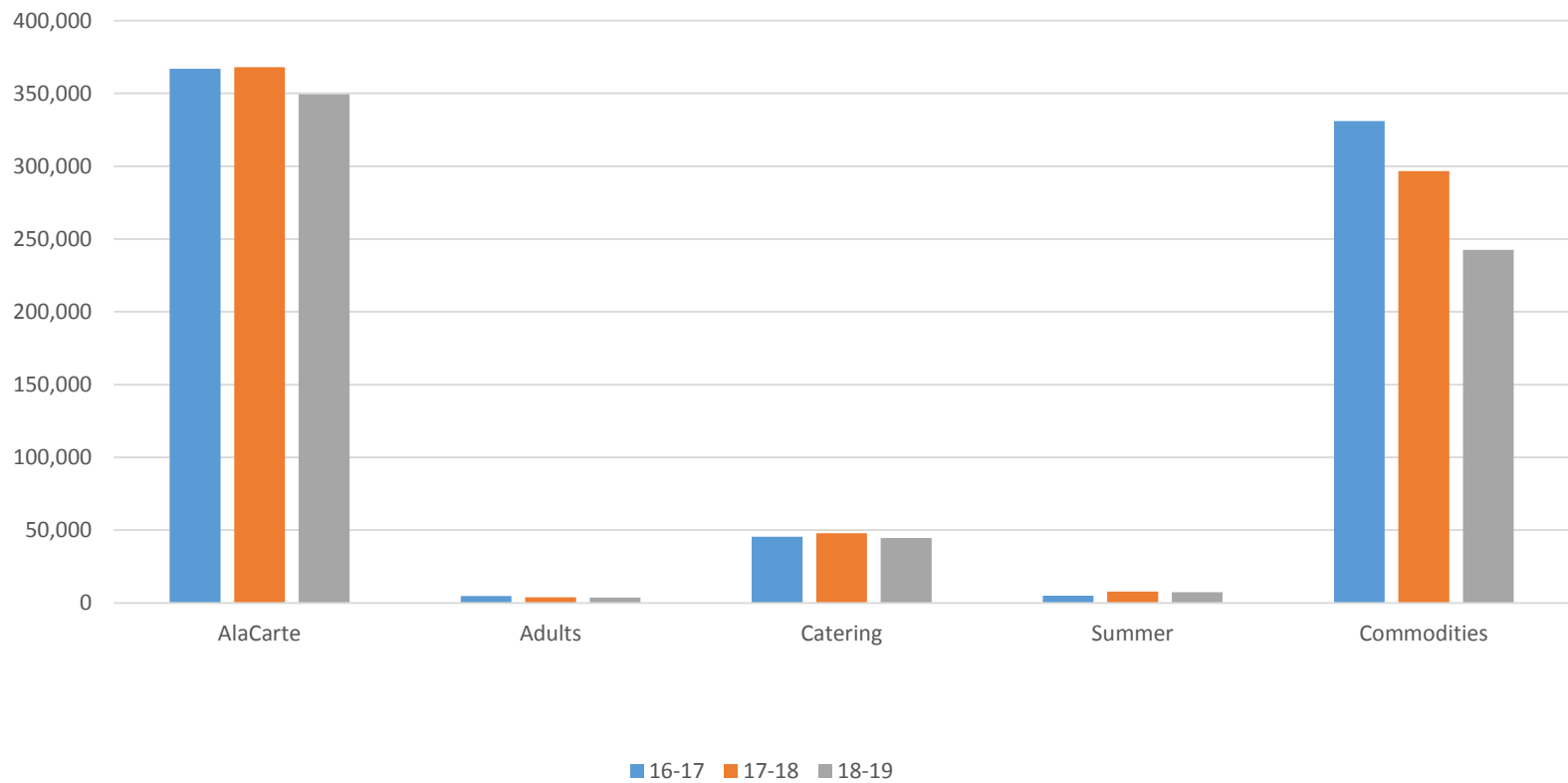
\$3,813.25

\$47,857.17

\$7,713.62

\$296,643

Other Revenue



Revenue to Expenses 2019



Revenue

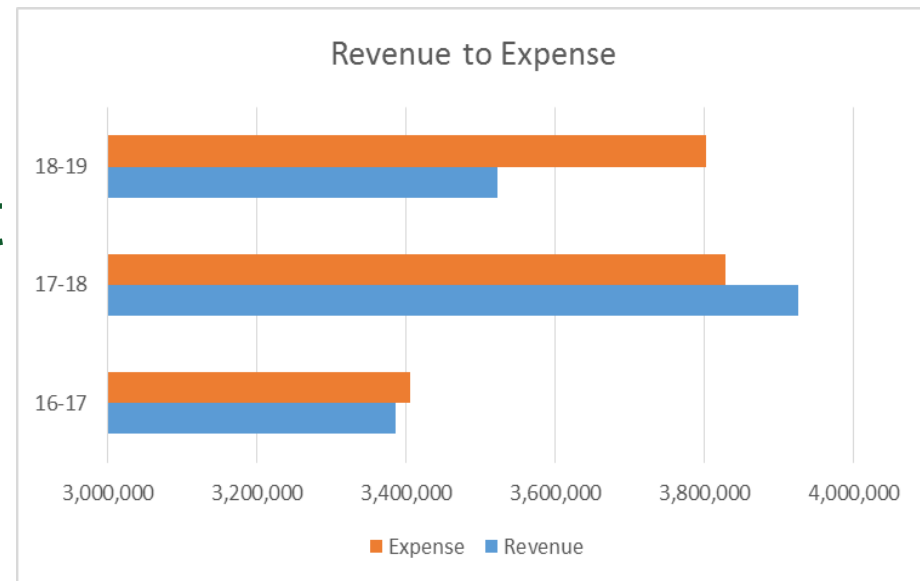
\$3,523,156.01

99.39% of budget target

Expense

\$3,801,694.47

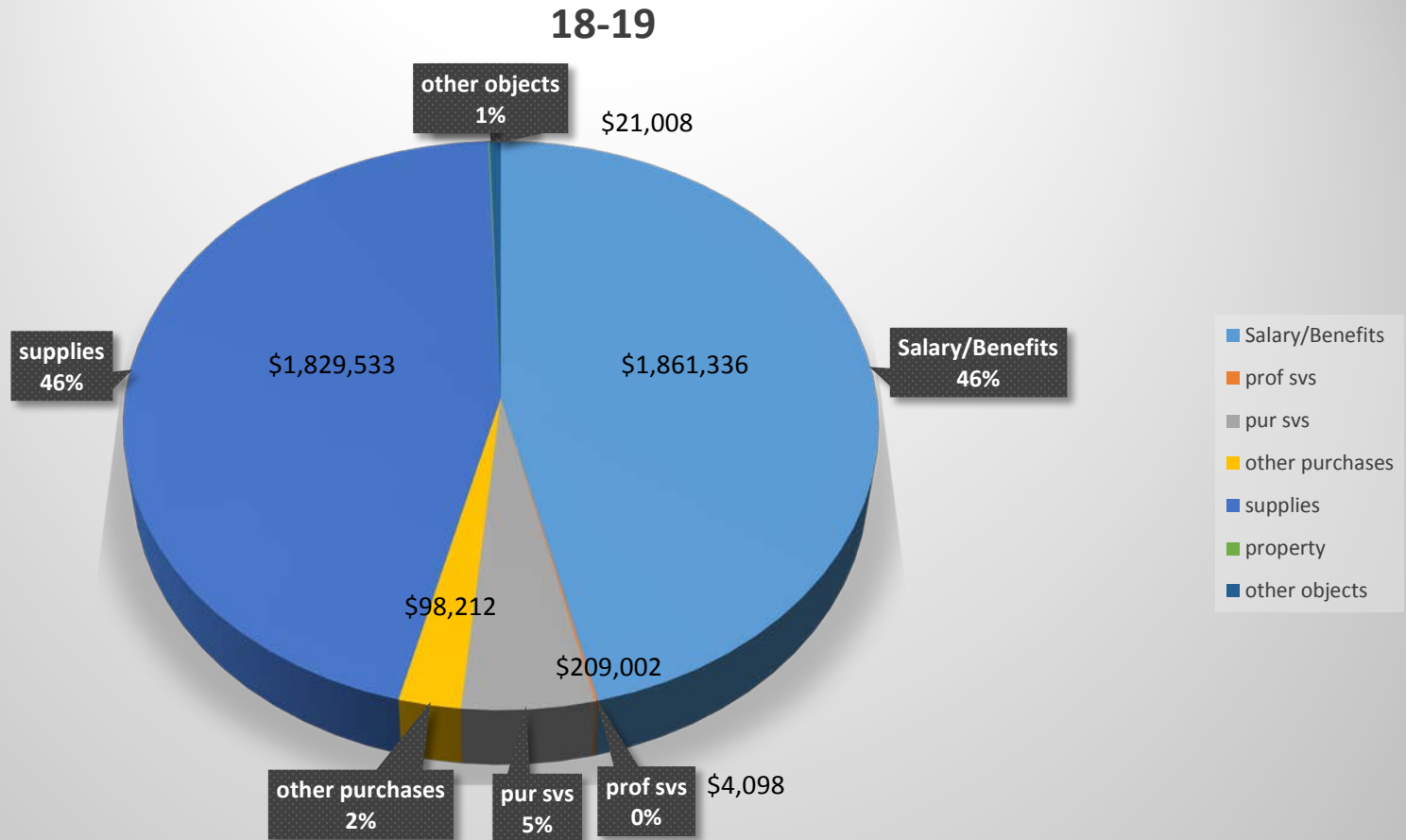
100% of budget target



Net Loss \$278,538.46

****Planned Spend Down****

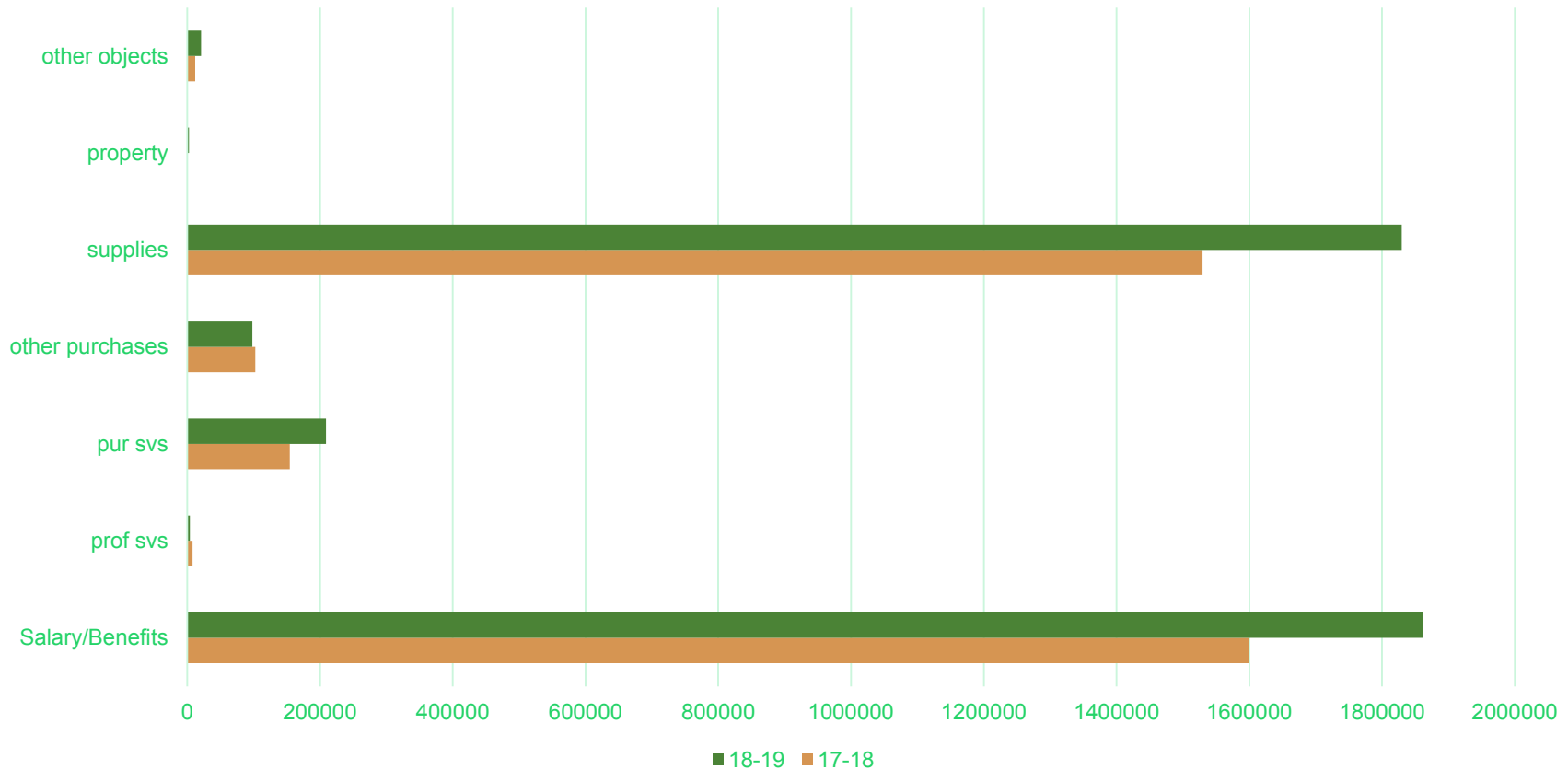
Distribution of Expenses



17-18 to 18-19



Expense Comparison



Current Free and Reduced %



- This is for students that attend a school that participates in the National meal program
 - Total students receiving benefits = 25.29 %
 - Free= 19.5%
 - Reduced= 5.79%
- *More than one out of every 4 students in our District are in a household with food insecurities

Department Highlights

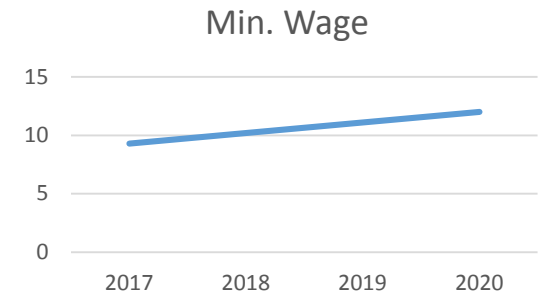
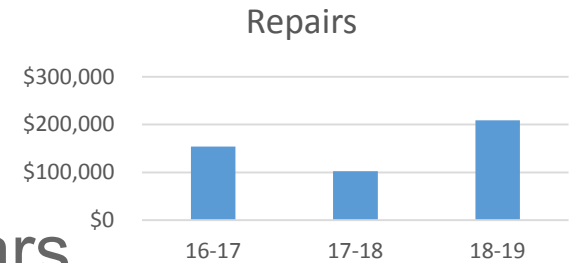


- Completed the Administrative Review from CDE
- Extended Adverse Childhood Experiences (ACE) training for staff and included Implicit Bias training
- 31 staff members attended CSNA/CDE Summer training.
- Increased attendance to Food Show

Challenges



- Aging infrastructure of kitchens
 - 3 schools at 44 years
 - 7 schools between 20 and 38 years
 - 6 schools over 10 years
- Increasing minimum wage
 - \$9.30 in 2017, \$12.00 for 2020
- Increasing food costs
 - Ave of 1.725% per month last 12 months = 20.7%
*US Inflation Calculator
- Strong economy- tight workforce



2019-20 Happenings



- Warehouse Restructuring
 - Taskforce
- Be engaged in the Reauthorization process
- Liberty Tree Academy and Automotive Institute of Science and Technology

5th Annual Food Expo



VISTA RIDGE HIGH SCHOOL 4 00 PM - 7 00 PM

Help us determine breakfast lunch and a la carte items for the 2018-2019 school year
Many vendors will be onsite to provide tastings and nutritional information.

FUN | FREE | FOOD

MORE INFORMATION AT D49.ORG/CALENDAR

The Best Choice to Learn, Work and Lead

Nutrition Department Contributed



To the General Fund for the 2018-19 school
year \$0

2017-18= \$10,000

2016-17= \$100,000

2015-16= \$50,000



BOARD OF EDUCATION ITEM 2
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Brett Ridgway, Chief Business Officer
 Ron Sprinz, Finance Group Manager

TITLE OF AGENDA ITEM: Preliminary Enrollment Update

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND OR RATIONALE”

Under current statute, Colorado school districts’ program formula funding is largely based on the ‘October Count’ of full time equivalent students (sFTE). Like many districts, we monitor how enrollment is trending as compared to the adopted budget. sFTE is the largest variable in determining program formula funding and since program formula funding accounts for 94% of our total general fund revenue budget, and since we are continuing to move toward a full student-based funding model, it is very appropriate to monitor sFTE early in the school year to determine what issues may come from fluctuations to the adopted budget in terms of sFTE by school.

RELEVANT DATA AND EXPECTED OUTCOMES:

The actual October Count result will be the driving factor in compiling the amended budget, to be approved by the Board of Education prior to January 31, 2020. Estimates of how the October Count will unfold, and how that will affect each school and zone in turn, in terms of financial impacts, will be used in strategic decisioning throughout the course of the fall semester.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	<i>Presenting such information in an open and transparent manner validates the importance placed on community trust.</i> <i>Informed decision making and organizational agility are key strategies we continue to pursue.</i>

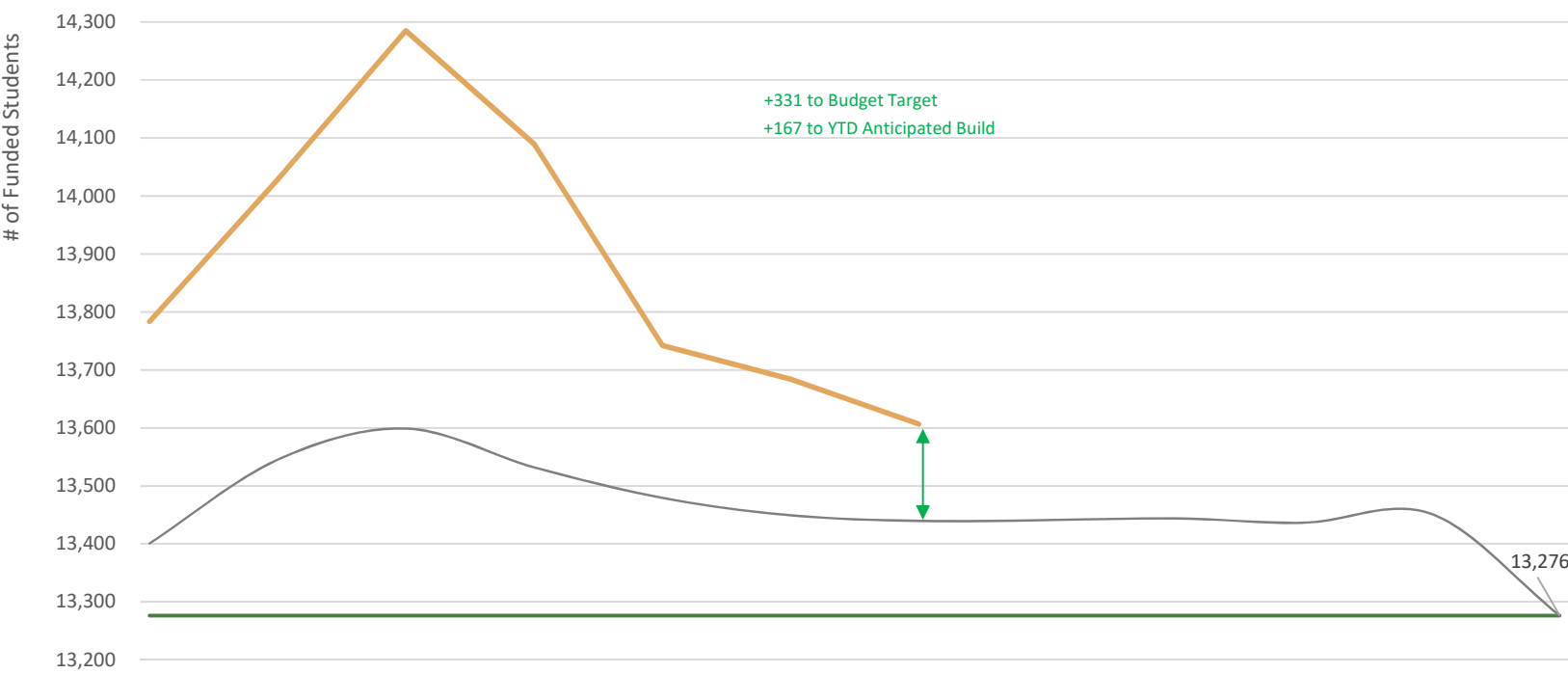
RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N\A

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 15, 2019

District Wide

Total District Operated Portfolio - Student Count Summary

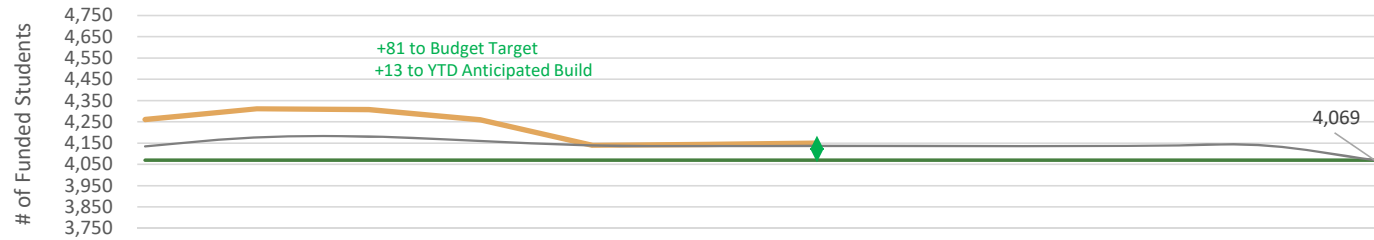


	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Total Operated Budget	13,276	13,276	13,276	13,276	13,276	13,276	13,276	13,276	13,276	13,276	13,276	13,276
Total Operated Actual	13,784	14,028	14,285	14,090	13,742	13,684	13,607					
District Anticipated Build #	13,401	13,545	13,599	13,532	13,479	13,449	13,440	13,441	13,444	13,436	13,452	13,276

Falcon Zone



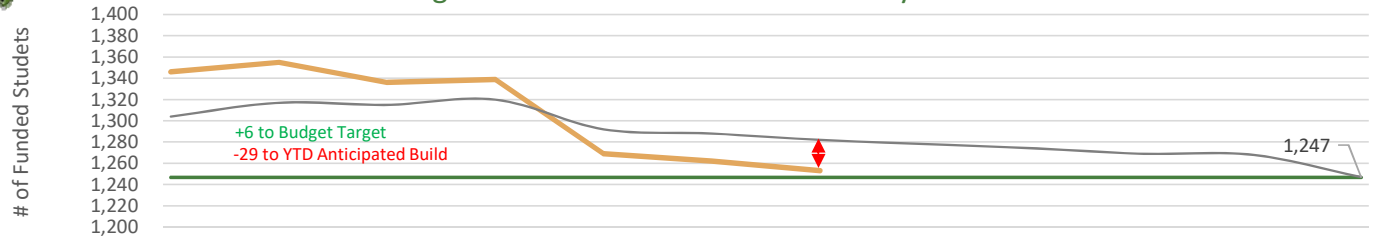
Total Falcon Zone - Student Count Summary



	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Total - Falcon Zone - Budget	4,069	4,069	4,069	4,069	4,069	4,069	4,069	4,069	4,069	4,069	4,069	4,069
Total - Falcon Zone - PS Count	4,261	4,311	4,307	4,259	4,140	4,144	4,150					
Falcon Zone Anticipated Build #	4,135	4,177	4,181	4,160	4,139	4,136	4,137	4,137	4,136	4,137	4,140	4,069



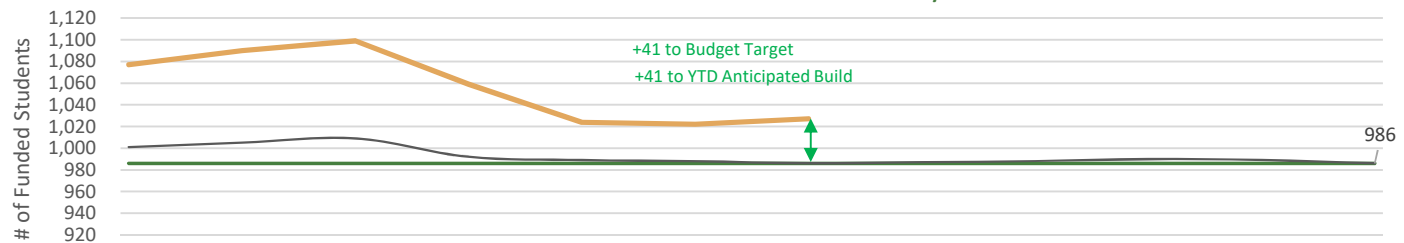
Falcon High School - Student Count Summary



	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Falcon High Budget	1,247	1,247	1,247	1,247	1,247	1,247	1,247	1,247	1,247	1,247	1,247	1,247
Falcon High - PS Count	1,346	1,355	1,336	1,339	1,269	1,262	1,253					
Falcon High Anticipated Build #	1,304	1,317	1,315	1,320	1,292	1,288	1,282	1,278	1,274	1,269	1,268	1,247

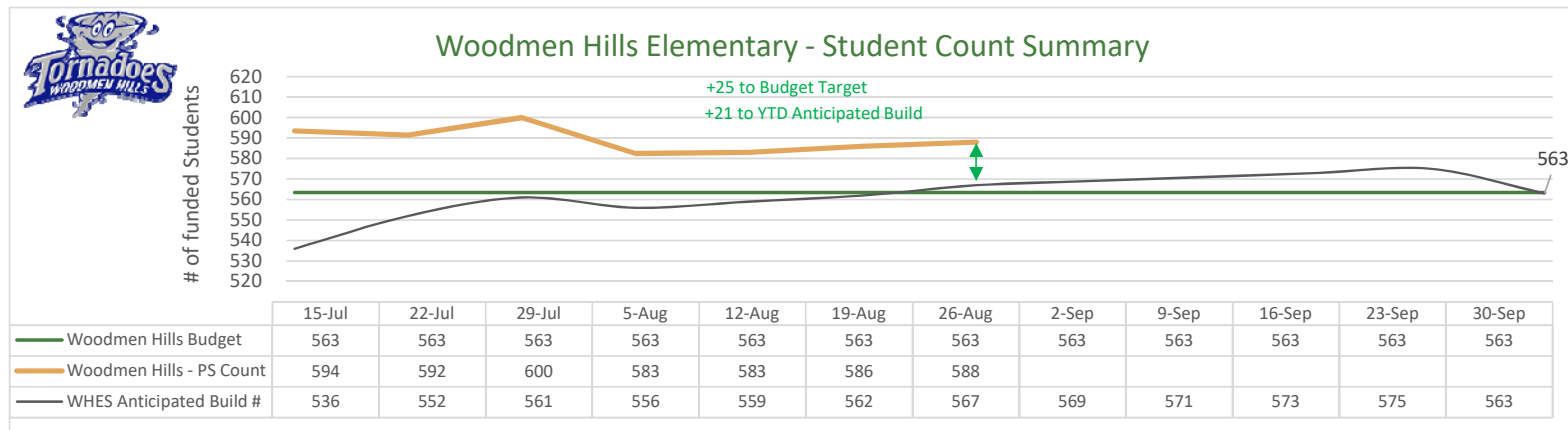
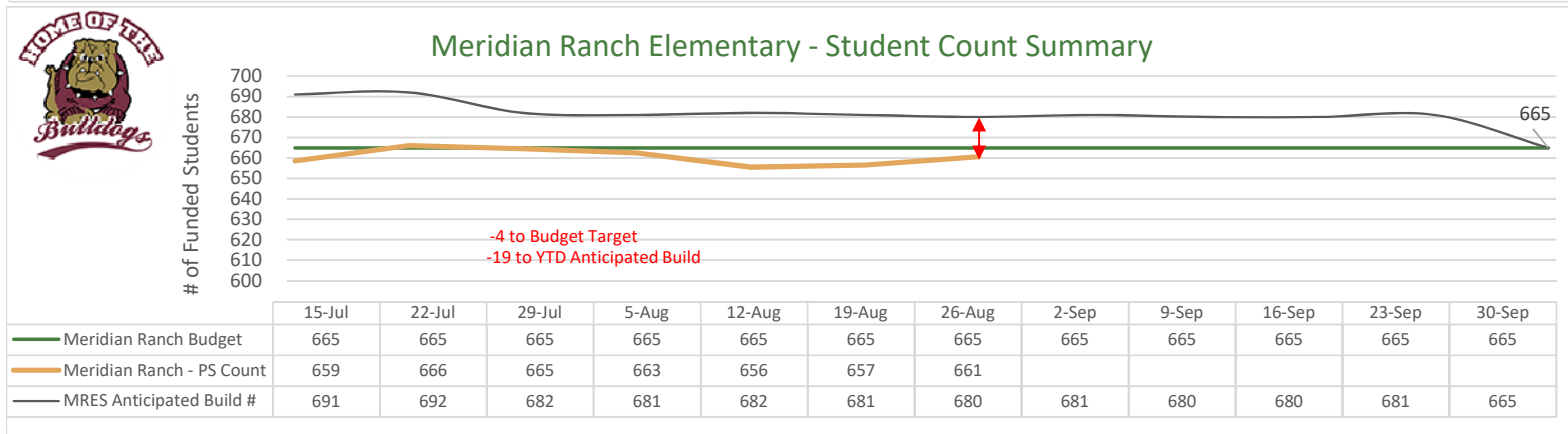
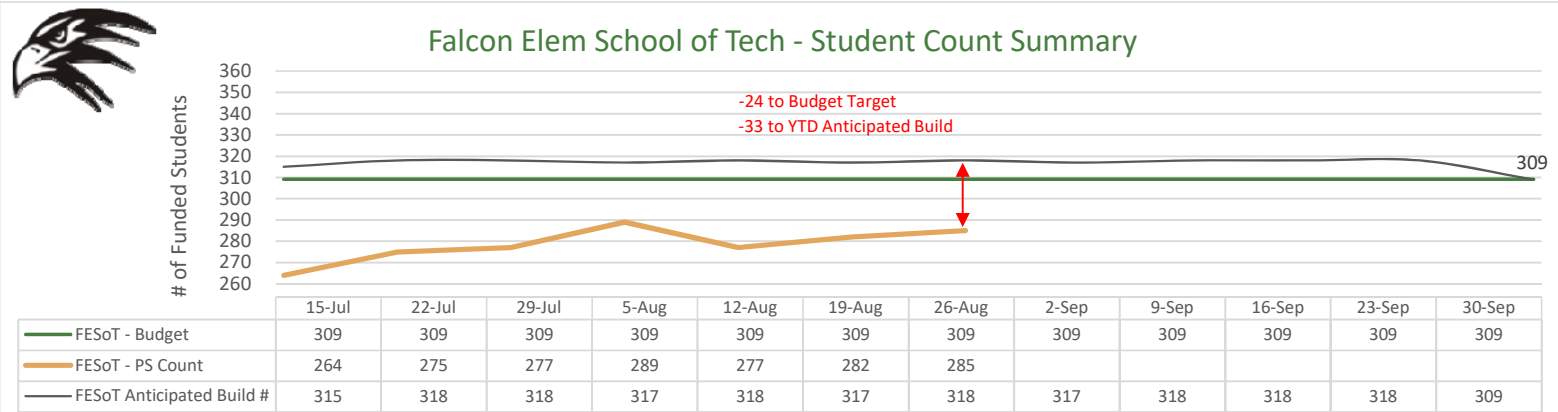


Falcon Middle School - Student Count Summary

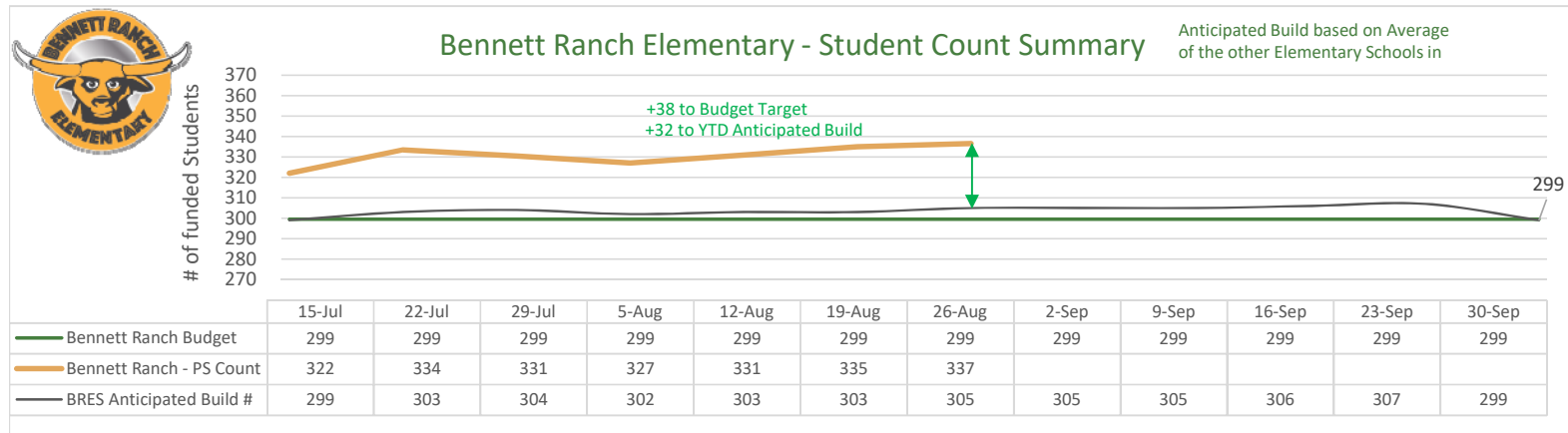


	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Falcon Middle Budget	986	986	986	986	986	986	986	986	986	986	986	986
Falcon Middle - PS Count	1,077	1,090	1,099	1,059	1,024	1,022	1,027					
Falcon Mid Anti Build #	1,001	1,005	1,009	992	989	988	986	987	988	990	989	986

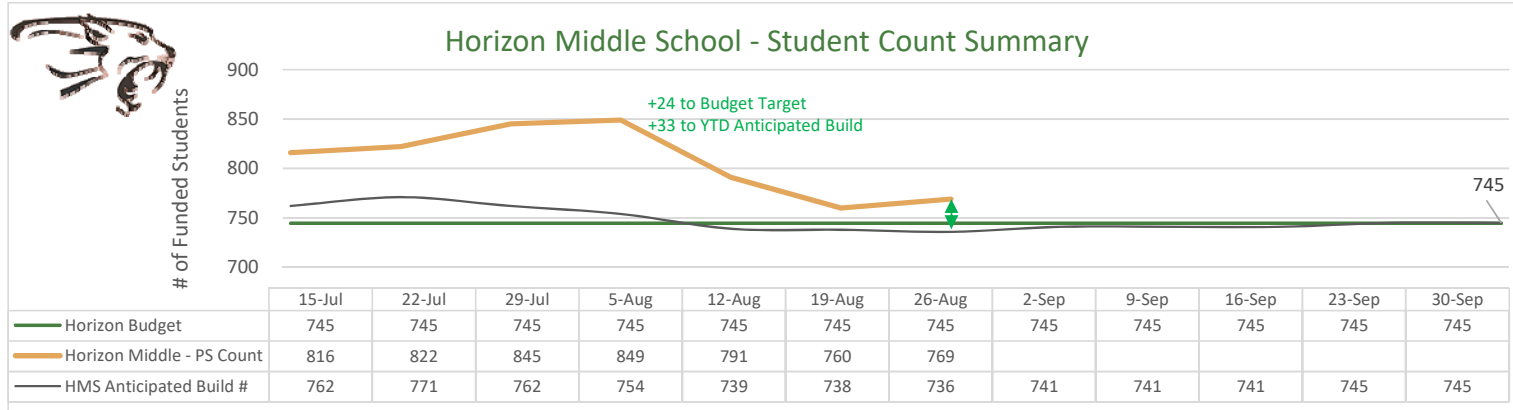
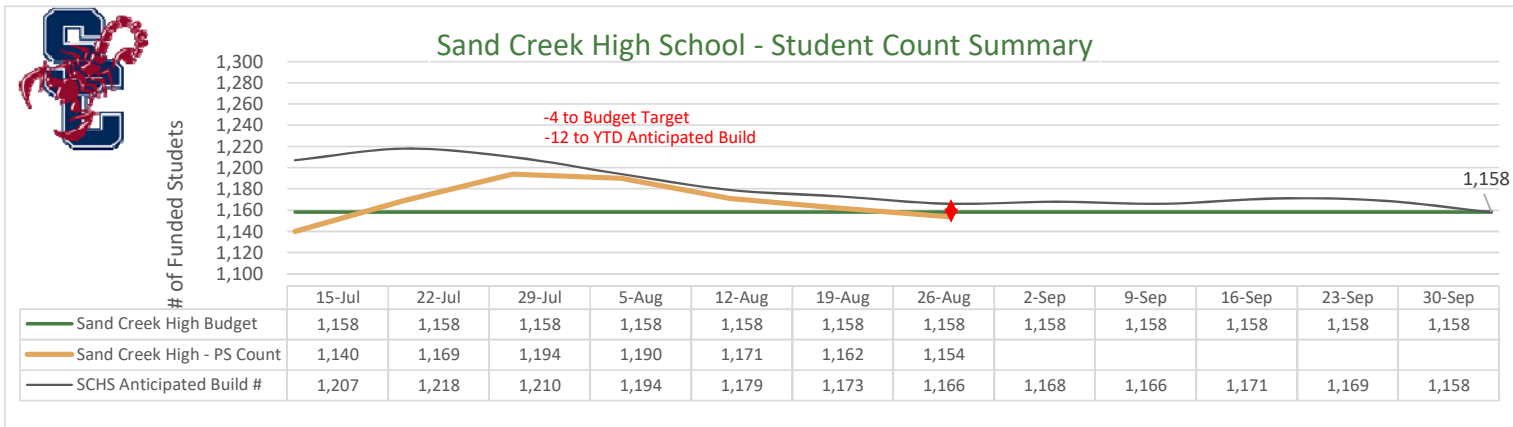
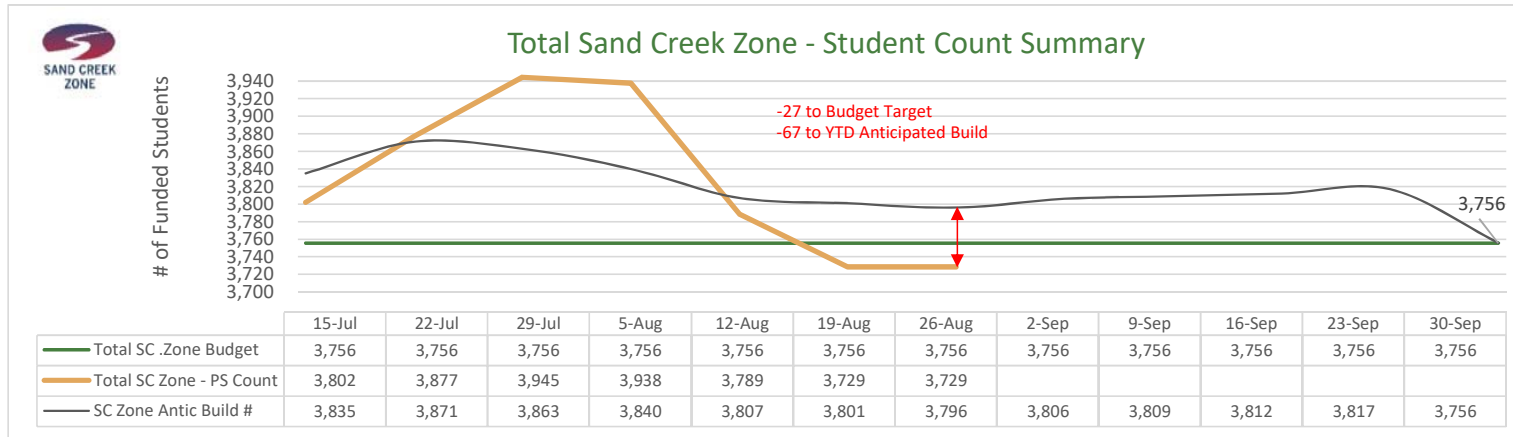
Falcon Zone



Falcon Zone



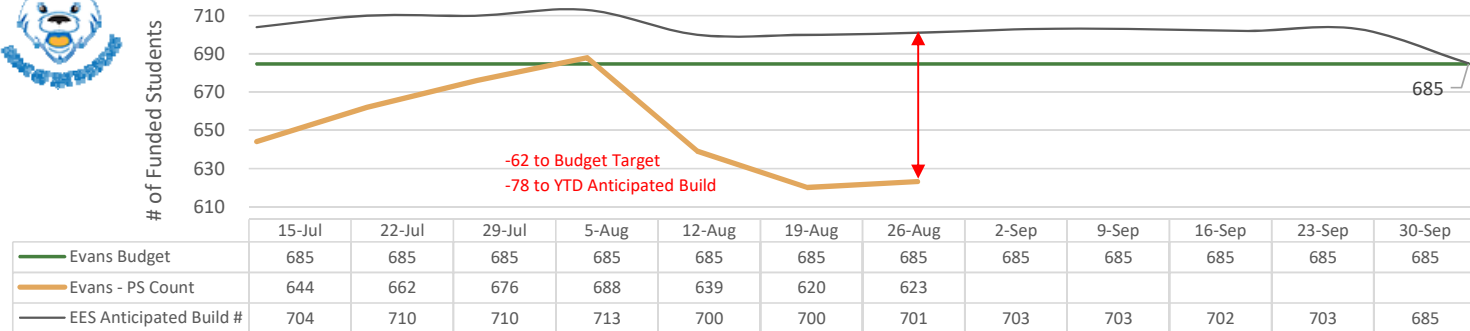
Sand Creek Zone



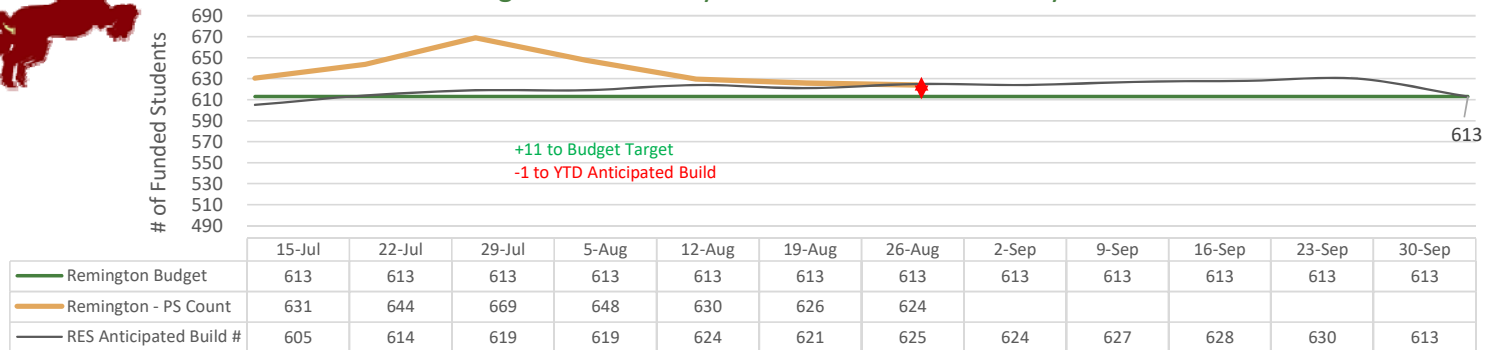
Sand Creek Zone



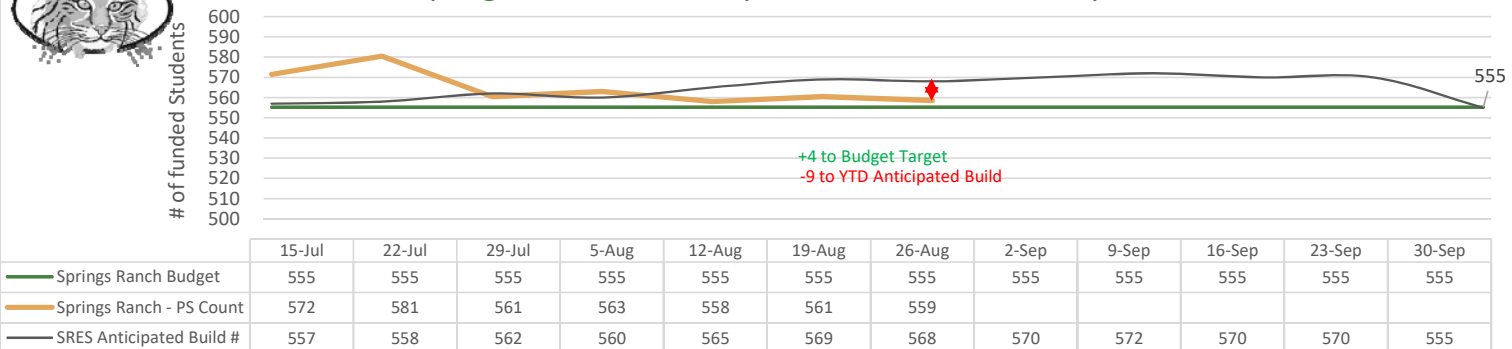
Evans Elementary - Student Count Summary



Remington Elementary - Student Count Summary



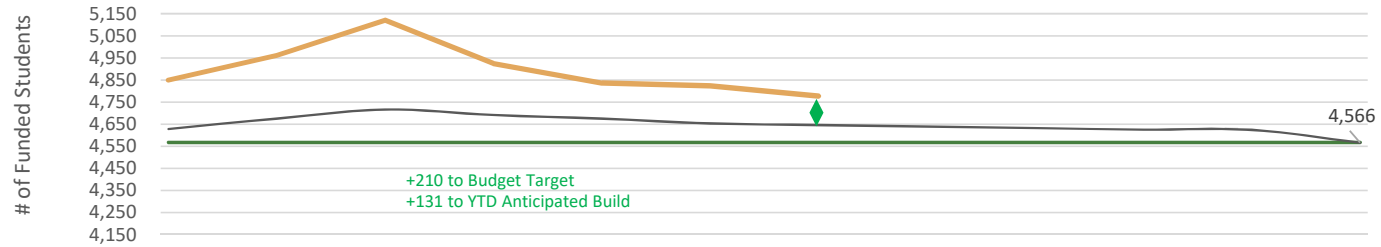
Springs Ranch Elementary - Student Count Summary



POWER Zone



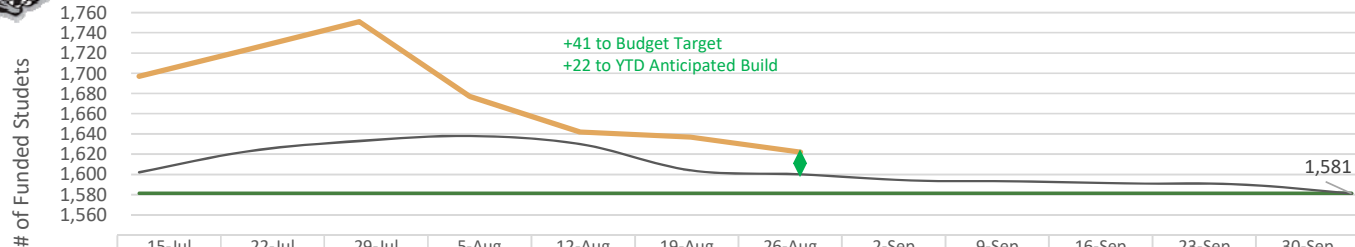
Total POWER Zone - Student Count Summary



	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Total Power Zone Budget	4,567	4,567	4,567	4,567	4,567	4,567	4,567	4,567	4,567	4,567	4,567	4,567
Total Power Zone - PS Count	4,849	4,961	5,121	4,925	4,837	4,823	4,777					
PZone Anticipated Build #	4,628	4,675	4,716	4,691	4,675	4,653	4,646	4,639	4,632	4,625	4,624	4,566



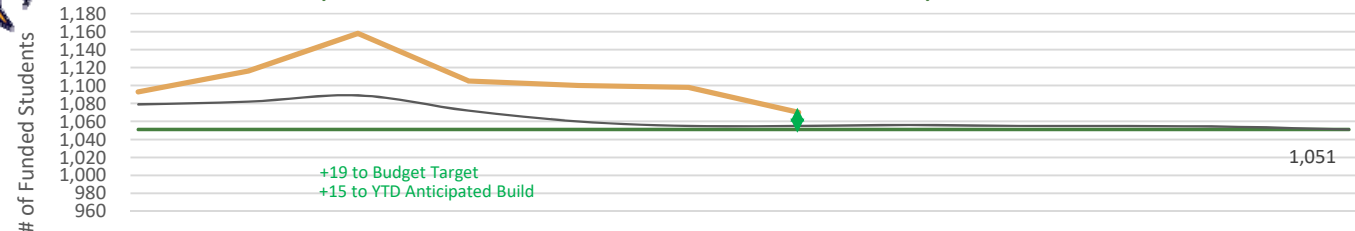
Vista Ridge High School - Student Count Summary



	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Vista Ridge High Budget	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581
Vista Ridge High - PS Count	1,697	1,724	1,751	1,677	1,642	1,637	1,622					
VRHS Anticipated Build #	1,602	1,623	1,633	1,638	1,630	1,604	1,600	1,594	1,593	1,591	1,590	1,581

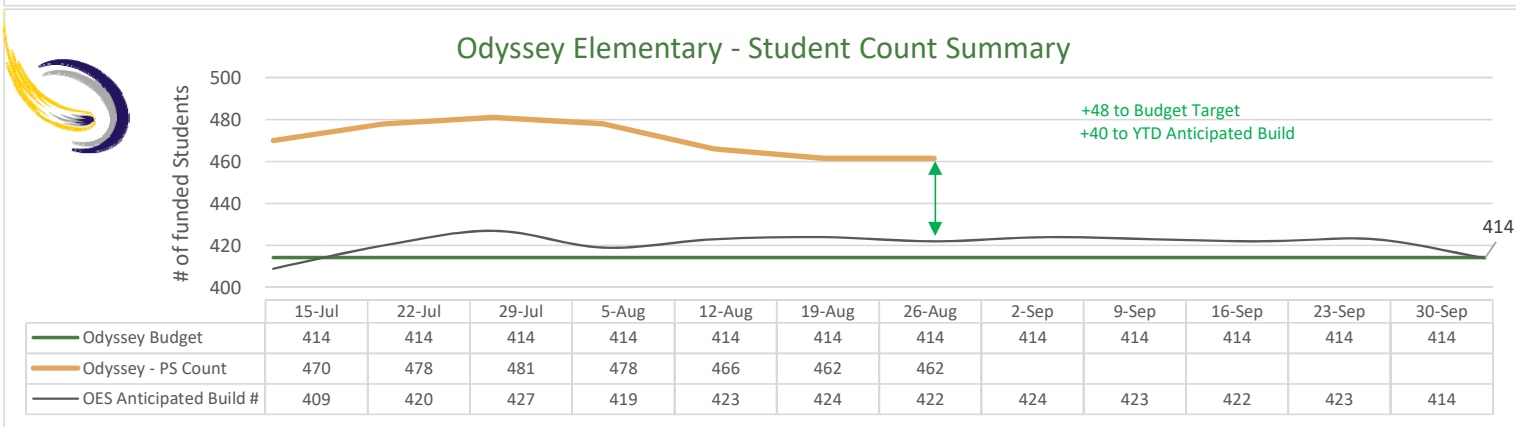
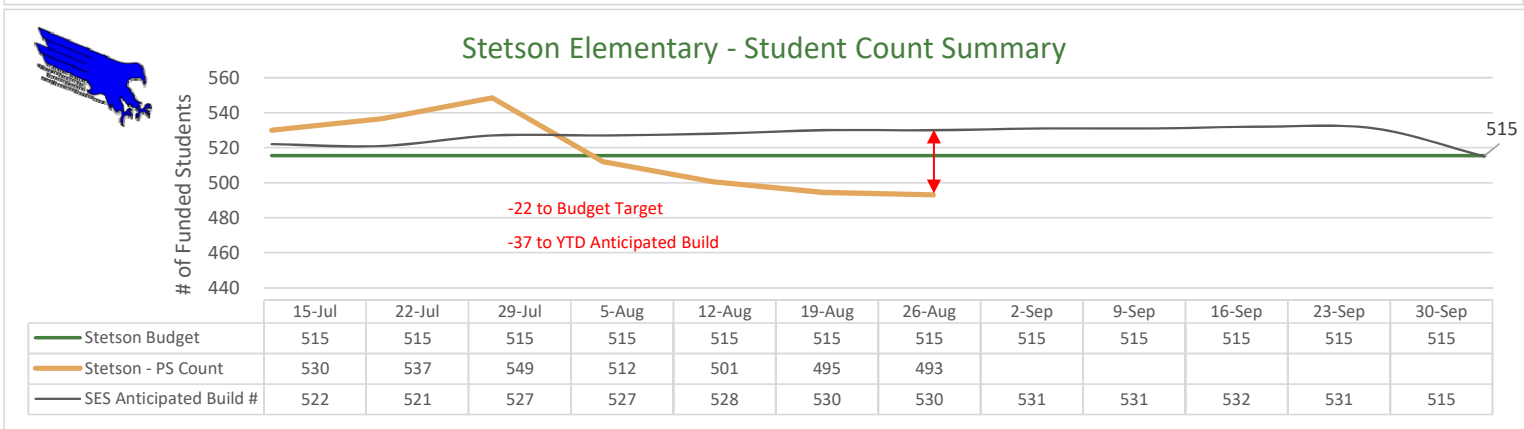
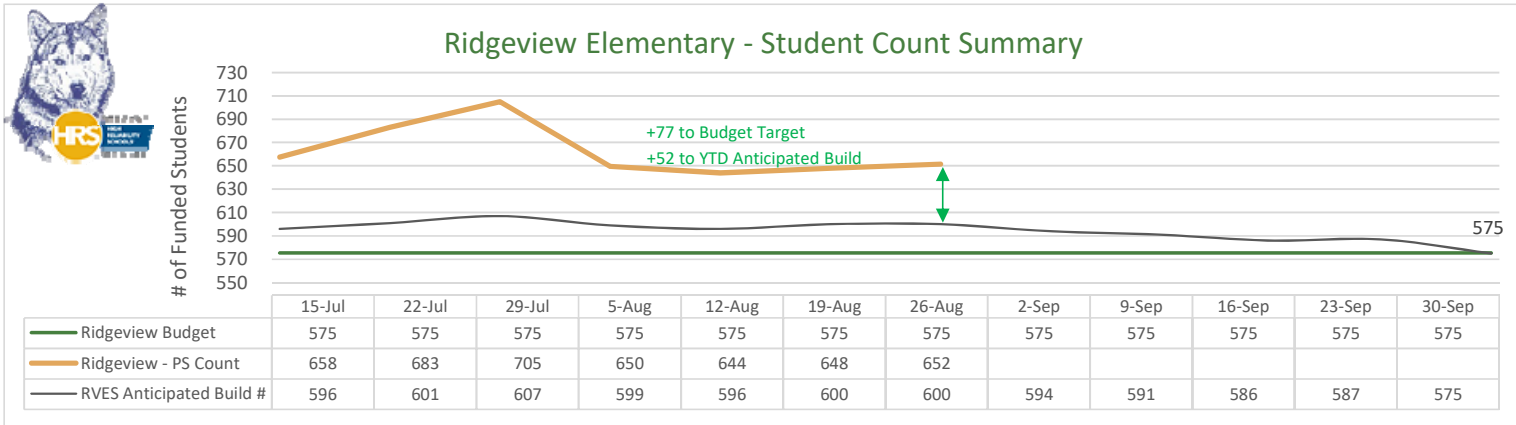


Skyview Middle School - Student Count Summary

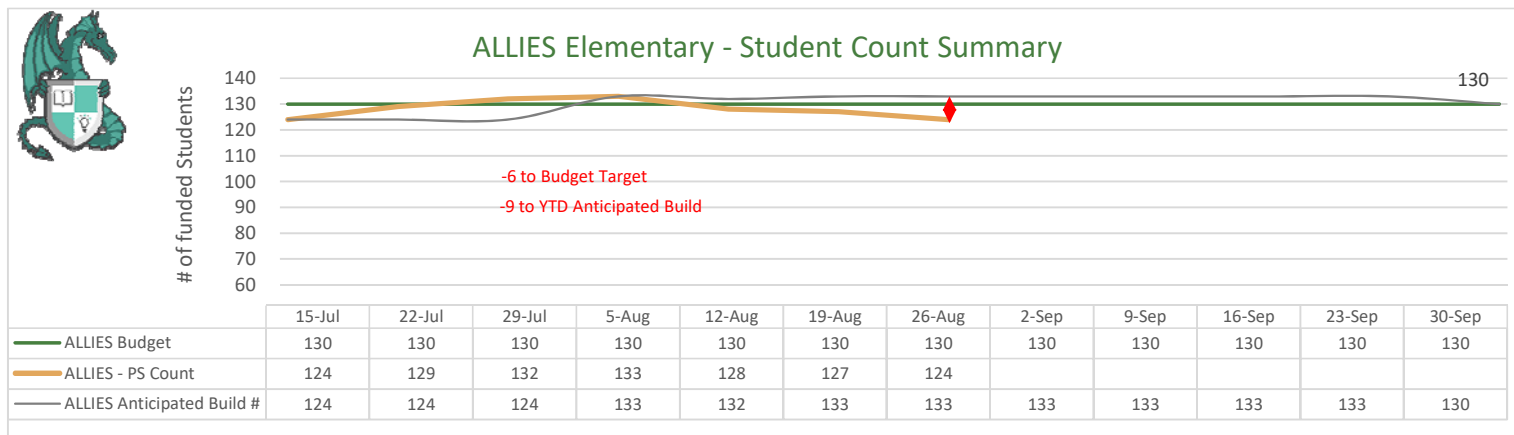
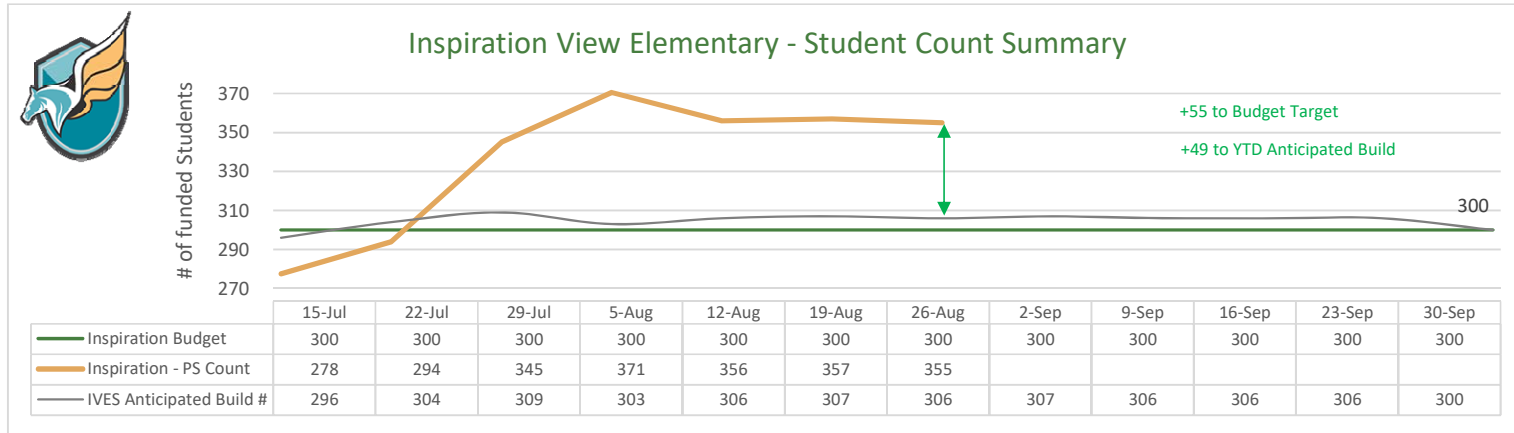


	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Skyview Budget	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051
Skyview Middle - PS Count	1,093	1,116	1,158	1,105	1,100	1,098	1,070					
SMS Anticipated Build #	1,079	1,082	1,089	1,072	1,060	1,055	1,055	1,056	1,055	1,055	1,054	1,051

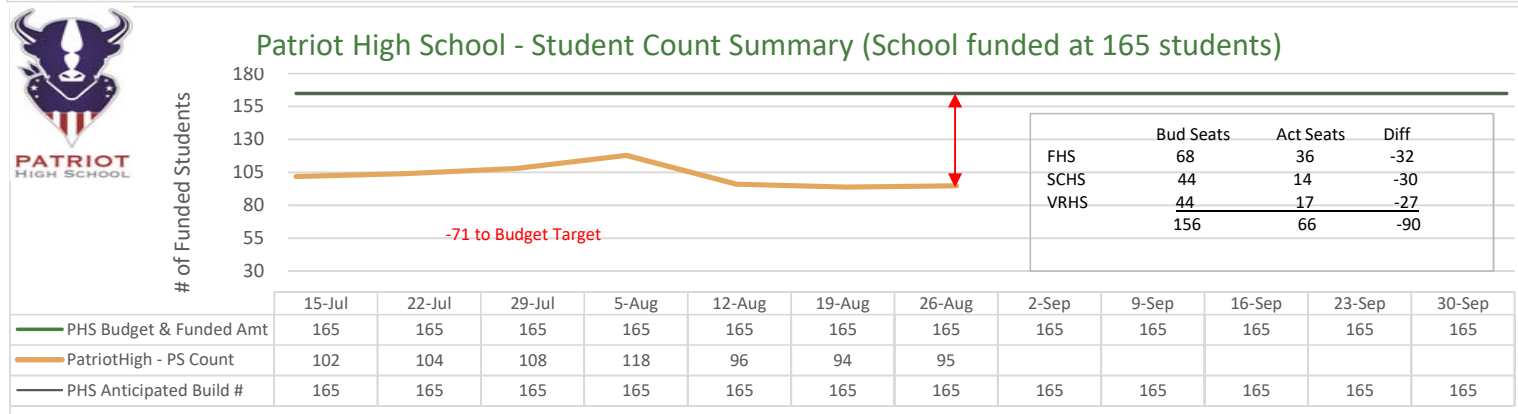
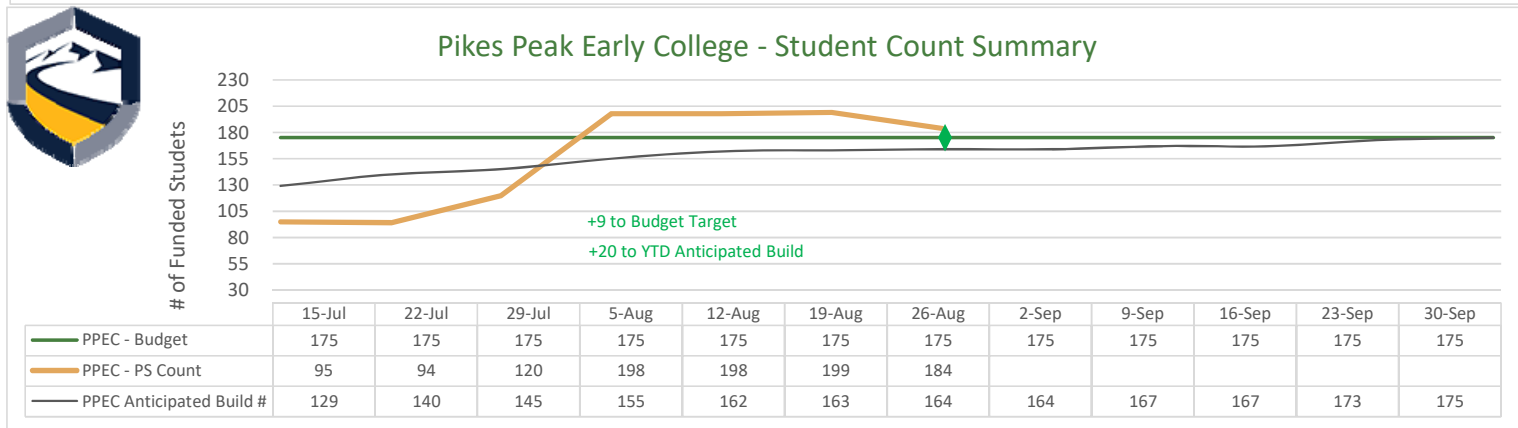
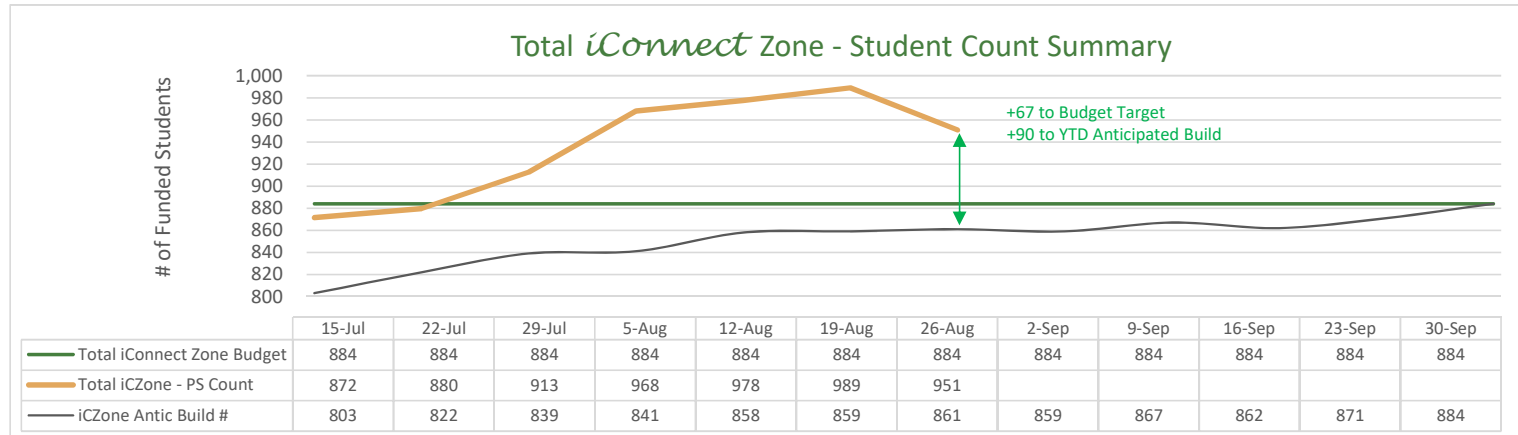
POWER Zone



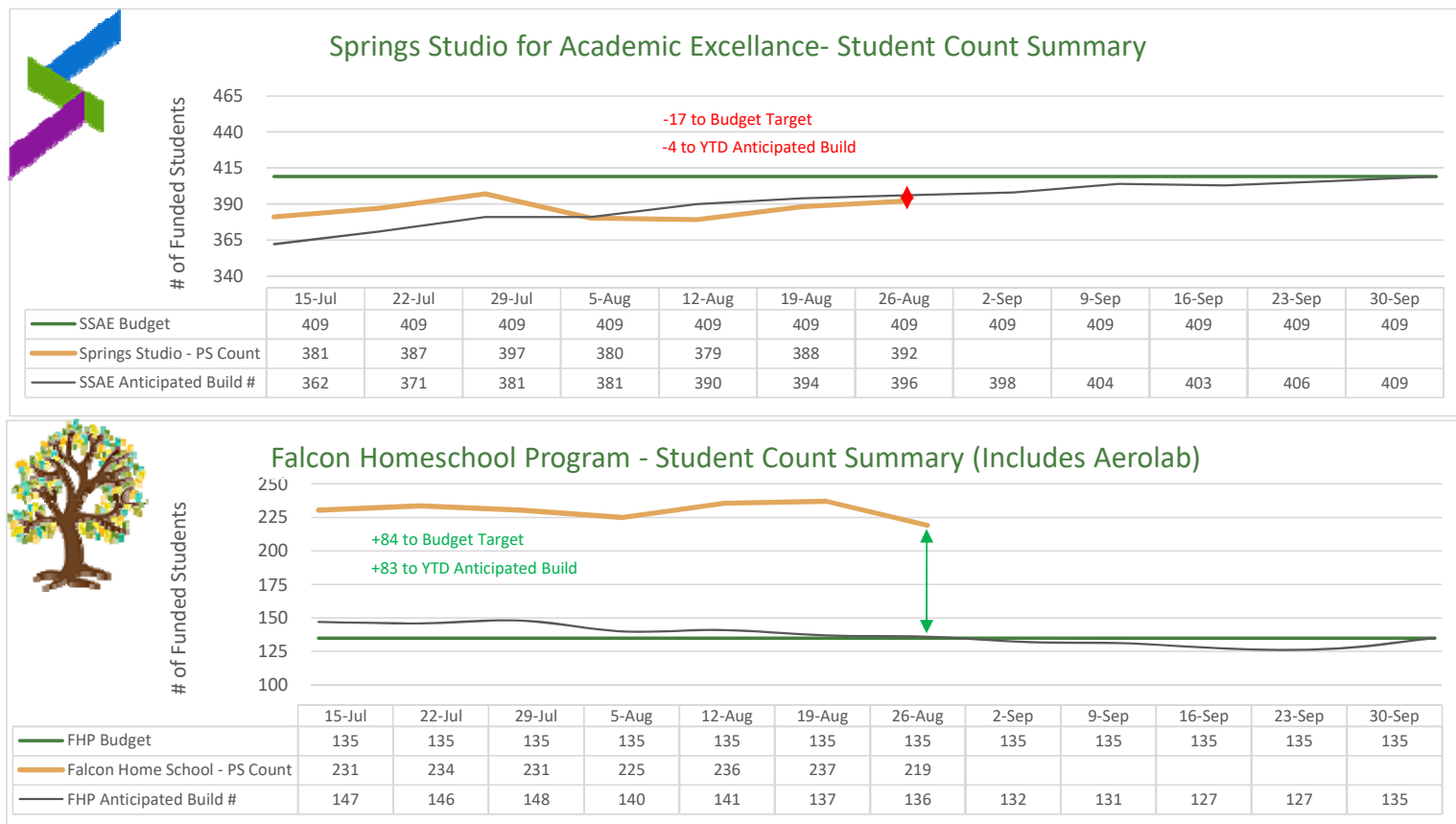
POWER Zone



iConnect Zone



iConnect Zone




Falcon Homeschool Program - Student Count Summary (Includes Aerolab)

of Funded Students

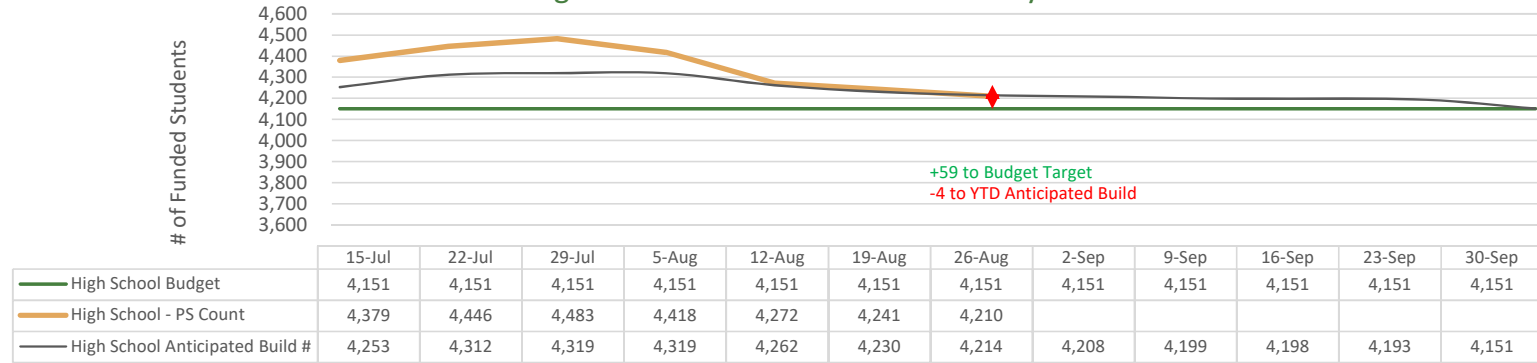


+84 to Budget Target

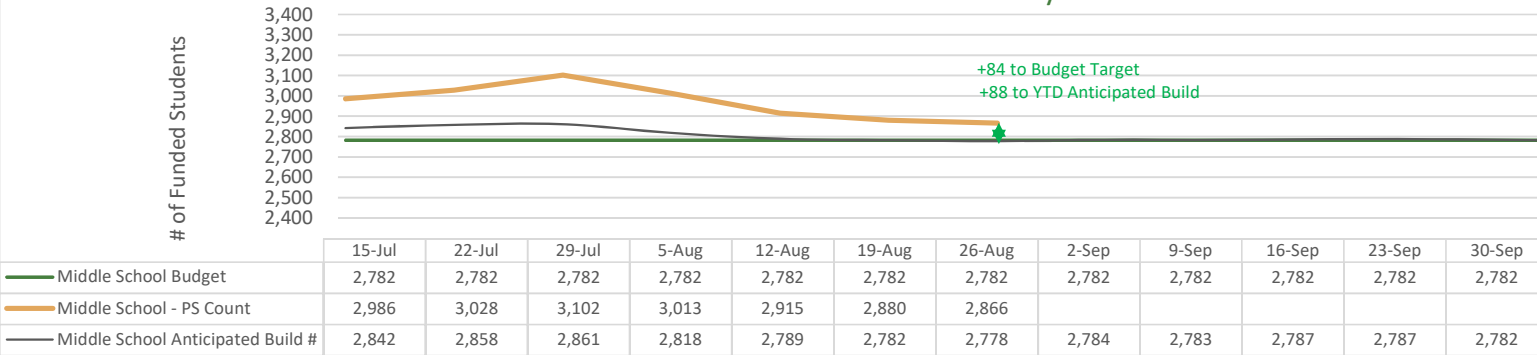
+83 to YTD Anticipated Build

Primary/Secondary School Level

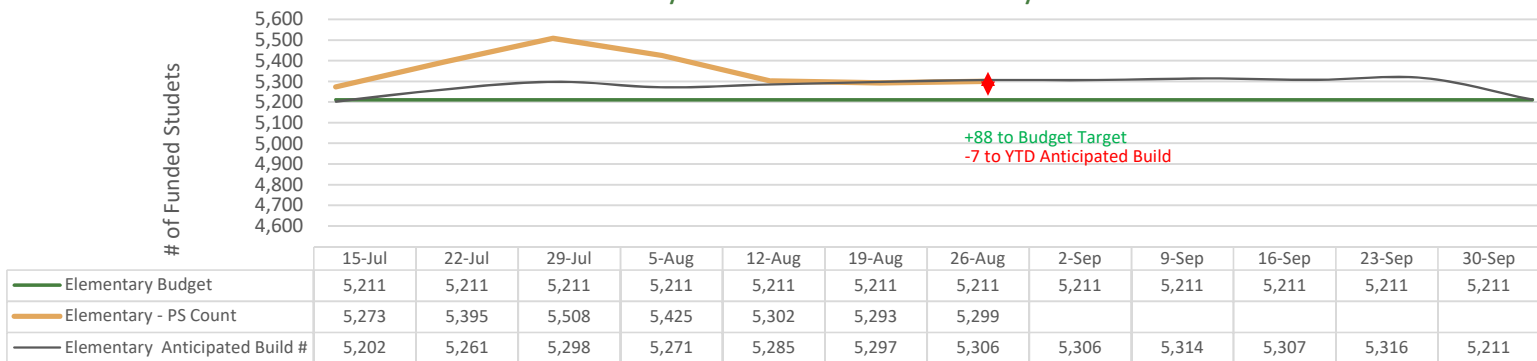
High School - Student Count Summary



Middle School - Student Count Summary



Elementary - Student Count Summary



BOARD OF EDUCATION WORK SESSION ITEM 3
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28 , 2019

PREPARED BY: Ron Sprinz – Director of Finance

TITLE OF AGENDA ITEM: Supplemental Budget Request

ACTION/INFORMATION/DISCUSSION: Discussion – Move to Action

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

RATIONALE: After establishing the expected revenue and expenses for Fund 21 it was determined that the Revenue and offsetting Expenses for Commodities was missed.

RELEVANT DATA AND EXPECTED OUTCOMES: Create supplemental budget for fund 21 (Nutrition)

INNOVATION AND INTELLIGENT RISK: There is no risk to the general fund spend going over budget as a result of these actions. This action supports improved and/or infrequent accounting processes.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other	
	Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community	<i>Presenting such information in an open and transparent manner validates the importance placed on community trust</i>
	Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
	Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	<i>Informed decision making and organizational agility are key strategies we continue to pursue.</i>
	Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	<i>Informed decision making and organizational agility are key strategies we continue to pursue.</i>

BUDGET IMPACT: Net Zero – Increase Revenue and Expense by \$242K.

AMOUNT BUDGETED: Current appropriation for fund 21 = \$3.7M

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move item forward for action consideration at the September 12, 2019 regular meeting

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: Aug 28, 2019

Supplemental Budget 18/19



- Supplemental Budgets can be passed by BOE when sources of revenue were not budgeted.
- 18/19 Amended/Supplemental Budgeted revenue in fund 21 (Nutrition) did not include Revenue for:
 - Commodities Revenue in the amount: \$242.6K
- 18/19 Amended/Supplemental Budgeted Expense in Fund 21 (Nutrition) did not include Expenses for:
 - Commodities Expenses in the amount: \$242.6K

BOARD OF EDUCATION ITEM 4
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Brett Ridgway, Chief Business Officer
 Jodi Poulin, Accounting Group Manager

TITLE OF AGENDA ITEM: Monthly Financial Update – as of 6/30/2019

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

Report to the Board of Education the performance of actual revenues and expenditures versus budgeted revenues and expenditures in all funds with comparison to prior year. Reference the first attached spreadsheet: the first column is the list of each fund the District has. Percentages over 100% on a revenue line are good in that we received more revenue than was anticipated. If any of the expenditure lines were higher than the percentage of year concluded, that fund could be an area of possible concern depending upon why it was high. The 2018-2019 year-end fund balance columns are required by statute. This is showing you the budgeted and anticipated end-of-year fund balance. These amounts are provided for comparison to the current year amounts.

RATIONALE:

To increase financial transparency to our stakeholders.

RELEVANT DATA AND EXPECTED OUTCOMES:

This report is to keep the BOE informed of spending. It is required to be provided to the BOE on a quarterly basis by law; however, the Business Office provides monthly reports to align with the Board's goal of financial transparency and fiscal responsibility. It is expected that the monitoring of expenditures will result in spending in line with the Board's goals and direction as budgeted.

INNOVATION AND INTELLIGENT RISK:

Replace this text with an explanation of how the proposal is an opportunity for new, improved, or creative solutions that fulfill a district commitment? Does the new approach create any risk for the district of failing to meet expectations or requirements? If so, what is the plan to monitor and mitigate those risks?

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	
Strategy	Rock #1—Establish enduring <u>trust</u> throughout our community	<i>Clarity and transparency in financial management strategy and decisions.</i>
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
	Rock #4— Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	

BOE Work Session August 28, 2019
Item 4 continued

Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	
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BUDGET IMPACT:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: No specific action necessary beyond recognizing the receipt of these reports and this information.

APPROVED BY: Brett Ridgway, CBO

DATE: August 21, 2019



Monthly Financial Report

As of June 31, 2019

(Unaudited)

Brett Ridgway, Chief Business Officer

Jodi L. Poulin, Accounting Group Manager

Date: August 22, 2019

To the Citizens and Board of Education of School District 49:

State law requires that the Board of Education shall review the financial condition of the school district at least quarterly (C.R.S 22-45-102(1)(b)). In an effort to be more transparent, the District provides a financial report to the public monthly. The following is the unaudited Monthly Financial Report for the period ending June 31, 2019.

This financial package includes balance sheets as well as revenues and expenditures with prior year to date, current budget and actual expenditures for all funds within the School District. Expenditure reports for each zone and school, as well as grant information. Other analysis has also been included to help in the understanding of expenditures.

Interim financial statements are unaudited and will occasionally contain immaterial coding or reclassification errors that do not materially affect the results of each fund. These items will be corrected in subsequent reports.

Sincerely,

A handwritten signature in blue ink that reads "Brett Ridgway". The signature is written in a cursive, flowing style.

Brett Ridgway, Chief Financial Officer

Profile of the District

The District was organized in 1888 and spans approximately 133 square miles of eastern Colorado Springs and an unincorporated area of El Paso County known as Falcon. The District is the third largest district in El Paso County and the 14th largest in Colorado. The District has a population of 80,008 based on the latest survey from the Department of Local Affairs (2014).

The District operates ten elementary schools, three middle schools, three high schools, seven charter schools (five K-8 and two high school), two online programs, one alternative school program, one home school program and three student support facilities. These schools service over 22,500 students. They provide a full range of programs and services authorized by Colorado statute. This includes: pre-kindergarten, elementary, and secondary curriculum at the general, college preparatory and vocational levels. The District also provides the chance for high school students to take college classes and receive college credit during the high school years.

The District has seven charter schools plus the Colorado Digital BOCES (dba Education reINVISIONED). Each charter school has been approved by the Board and authorized by the State of Colorado to provide alternatives for students and parents. These schools have separate governing boards and are funded by the State of Colorado and local property tax funds which pass through the district. The District also provides some support services to the charter schools.

The charter schools are:

- Banning Lewis Ranch Academy and Prep established with D49 in 2006
- GOAL Academy established with D49 in 2014
- Imagine Classical Academy established with D49 in 2010
- Liberty Tree Academy established with D49 in 2018
- Pikes Peak School of Expeditionary Learning established with D49 in 2004
- Rocky Mountain Classical Academy established with D49 in 2015
- Power Technical Early College established with D49 in 2016

The District is governed by a five member Board of Education (the Board). Board members are elected to four year terms by registered voters of the District. The District is divided into five representative areas. Board members must live in the area they represent and are limited to two (2) terms. Biennial school district elections are held in November of odd-numbered years. The Board elects its officers following each election. The Board is a policy making body whose primary functions are to establish policies for the District, provide for the general operation and personnel of the District and oversee the property, facilities and financial affairs of the District. Members of the Board serve without receiving compensation.

The Board employs a Chief Education Officer, a Chief Business Officer and a Chief Operations Officer to run day to day operations of the District. This structure deviates from the traditional Superintendent model. Each chief focuses on their area of expertise to make this District the best place to learn, work and lead.

The District is divided into four zones. Each zone is led by a zone leader and is similar to an assistant superintendent at other school districts. Three zones cover a geographic area and one covers alternative

schools and charter schools. Each of the geographic zones contains three or four elementary schools, one middle, and one high school.

Falcon Zone

The Falcon Zone covers the eastern part of the district with approximately 116 square miles. Falcon Zone has a strong tradition that dates back to 1900. That tradition carries on today with six highly successful schools. Falcon Zone offers the following programs: Academy of Health Sciences, Academy of Finance, Academy of Information and Technology, Air Force JROTC, FBLA, Distributive Education Clubs of America, Link Crew, National Honor Society, Student-to-Student program and many others. The zone offers more than 20 advanced placement and CU Succeed classes. Its schools have performed well on CMAS and SAT.

While the Falcon Zone greatly honors tradition, we also embrace that our learners today deserve a different learning experience from yesteryear—one that will prepare them to be successful in our ever-changing world.

Sand Creek Zone

The Sand Creek Zone, located in the southwest corner of the district, covers about 7 square miles. Three of the schools, Evans International Elementary School, Horizon Middle School and Sand Creek High School, encompass the only K-12 International Baccalaureate feeder system in eastern Colorado Springs. As an internationally accredited, rigorous and engaging educational program, the International Baccalaureate is a large part of the zone's identity. All of its schools, including Springs Ranch Elementary School and Remington Elementary School, offer a first class education for students with diverse interests and needs, and each extends sound, research-based educational services to each learner. Academic supports are also provided in each building to be inclusive of all students and their current capabilities.

The Sand Creek Zone focuses on the pursuit of excellence, meeting students where they are and putting them on a personalized path to success. The zone's commitment to technology and the latest classroom innovations allow for the development and mastery of 21st century skills at all levels of a child's education. All Sand Creek Zone staff learn, work and lead with a growth mindset, benefitting students by utilizing the newest structures and strategies daily. As a result, educators value and expect beneficial engagement among all students. They offer gifted and talented services, performing and visual arts, engineering and business pathways, workplace learning opportunities, full-day kindergarten at no cost to families, and a wealth of extra-curricular activities for students at all levels. The Sand Creek Zone is dedicated to its stakeholders, service in the community, growth and innovation and above all, student success.

Power Zone

The Power zone covers the northwest part of the district and covers about 8 square miles. Odyssey Elementary School, Skyview Middle School, and Vista Ridge High School are designated by District 49 as a "STEM schools." STEM stands for science, technology, engineering, and math. The STEM designation's purpose is to get students engaged in STEM-related careers, but not at the expense of other content areas. The root of a STEM education is inquiry-based learning, which is teaching students how to think critically and problem solve.

Schools are implementing this type of learning through various units, which requires the integration of other content areas. Students begin to see the relationships between various subject areas and use major skills learned in each area in multiple classrooms. Our goal is to help our students become well-rounded thinkers and problem solvers in this digital age.

iConnect Zone

The fourth zone in the District is the iConnect Zone. This zone does not cover a specific geographical area within the district. Instead, the zone focuses on non-traditional learning including blending learning, home

school and charter schools. Costs associated with helping manage the charter schools is paid for by the charter schools in the form of administration fees charged on a monthly basis based on the charter schools student numbers.

The student capacity at Springs Studio for Academic Excellence, Pikes Peak Early College and the Falcon Home School differ from other schools as not all students are at the facility at the same time. Similar, Patriot High School serves a population of students who are at-risk. Under the State definition of an Alternative Education Center, Patriot High School is limited to enrolling students who meet a risk factor. Because of this limitation, Patriot High School tends to have smaller enrollment numbers.



Executive Summary

In an effort to be as transparent as possible to our Community, we are providing more details of revenue and expenditures than is required by Colorado law. The following discussion of the revenue and expenditures is offered to give the Board of Education and our Community a better view of the district's financial situation on a monthly basis. The District has no debt, as the last bond payment was in December 2017.

Notes on the Governmental (General) Fund:

The **Per Pupil Revenue (PPR)** from the state is currently \$7,873.36 for in-school students and \$7,451.56 for online students. This results in a blended PPR of \$7,776.42

District 49's portion of the **Budget Stabilization Factor or Negative Factor** is \$17,476,302.67 for fiscal year 2018/19. The negative factor is the amount that our school funding is reduced in order to balance the budget at the state level. The district has no input for this reduction in funding.

The student full time equivalent (FTE) number that is used is based on actuals at the October count.

As of June 31, 2019 General Funds (plural) net revenue is \$115,519,999 and expenditures total \$124,097,333.. The majority of revenue (93%) related to property taxes each year is collected from March to June and are expected to be within budget.

Notes on Other Funds:

MLO **2016 3B projects** are wrapping up with all expected to be completed in July 2019 with the completion of Inspiration View Elementary School (IVES). The majority of activity is held in fund 49, with the expenses for the refresh and refurbish (priority 2), the high school additions and remodels (priority 3), and the two new elementary schools (priority 4).

The **Capital Reserve Fund** has a purpose to support expenses related to aging buildings such as water heaters that may break down and need replacement. This fund also houses capital leases on three (3) buildings as well as capital leases on school buses and apple computers for the District.

The **Transportation Fund** is currently being supplemented by the general fund as planned.

For the FY18-19 fiscal year, the Accounting Team has produced over 4,351 checks totaling over \$35,955,039.20 and 1,557 Electronic Payments to vendors for over \$28,784,698.67. Payroll Team successfully paid 1,765 employees for the month of May with a district gross total of \$6,759,629.

Conclusion

In total, the district is in good financial condition. We continuously monitor the state budget to determine impacts to our budget in future planning cycles.

Fund 10-18 - General Funds (plural)

For the period ending June 31, 2019, total net revenue is \$115,517,999 or 96.83% of total budget. The majority of revenue (93%) related to property taxes each year is collected from March to June and are expected to be within budget at fiscal year-end.

Total expenditures are \$124,097,333 or 99.39% of total budget and are in line with expectations.

Revenue transfers from the General Fund 10 to General Fund 15 is done monthly and on a straight line basis for Capital Projects. These funds are mainly used to covered unexpected building repairs, bus leases, computer leases, and three capital leases on buildings. All are expected to be within budget at the end of the fiscal year.

Revenue transfers from the General Fund 10 to General Fund 18 is done monthly and on a straight line basis for Risk Management. These funds are mainly used to covered Property and Liability Insurances for the district.

Fund 17 holds activity for future Stetson Kitchen remodeling and a future Central Office building.

Funds 14 and 16 holds activity for Mill Levy Override projects related to 3A and 3B/Priority 1.

Fund 39, 43 & 49 - COP Repayment Fund & Cash in Lieu of Land

For the period ending June 31, 2019, total revenue to date is \$17,700,097. The majority of revenue related to property taxes are collected from March to June and are expected to be within budget. Fund 43 revenue is generated from cell towers on District land and fees in lieu of land dedication. Mill Levy override monies are received via monthly El Paso County Treasurer's monthly payments. Certificates of Participation (COP's) were used to fund these projects and repayments to Zion's National Bank are paid on a semi-annual basis in December and June each year. This activity resides in Fund 39.

Expenditures are \$41,868,313 or 78.37% of total budget. Expenditures for district spending must be endorsed by the MLO committee and should be approved prior to spending of any funds. Charter schools are reimbursed after the funds are expensed. Readers of the financials are asked to look at spending in total, instead of by category. The timing of expenditures depends on schools identifying projects that meet specific criteria and are reviewed by the MLO committee.

The 3A MLO was approved in 2014 and is to be spent on: (funding revised Nov 2018 with 4C)

1. attracting and retaining highly effective teachers,
2. offering classes for students to receive college credits,
3. securing the ground, traffic flow, main entries, and classrooms at the district and
4. provide students with technology

The 3B MLO was voted on in 2016 and is to be used for four (4) specific categories.

1. teacher compensation
2. refresh and refurbish schools
3. additions and remodels at the three high schools
4. Two new elementary schools

Fund 22 and 26 - Federal, State & Local Grant Funds

For the period ending June 31, 2019, total revenue is \$8,723,255 or 85.91% of total budget. Total Expenditure are \$8,707,280 or 74.82%. Expenditures equal revenue as revenue cannot be greater than expenses for grant funds. The exception is for the Laptop buy back sales as that is local money.

All expenditures are in line within the guidelines of each grant.

Fund 23 & 74 - Student Activity Fiduciary Funds

Fund 23 Activity Fees - For the period ending June 31, 2019, total revenue is \$1,553,940. Fees are based on participation in extracurricular activities and may fluctuate from year to year or even semester to semester. Expenditures year to date total \$1,145,014 or 77.15% of total budget. For those that qualify for free or reduced food services, the BOE supports those students with transfers on their behalf to cover Transportation services as well as Board Approved Activity fees.

Fund 74 Fundraising - For the period ending June 31, 2019, total revenue is \$2,466,097. Expenditures year to date total \$1,615,157 or 65.69% of total budget.

Funds 23 and 74 are similar in nature with a few differences in the type of money received. Fund 23 revenue comes in the form of fees charges for participation of activities and are Board Approved and gate income. Fund 74 revenue come from school sponsored pupil organization fundraising. For each fund the revenue raised for a specific program can only be spent on that program.

Fund 19 - Colorado Preschool Fund

For the period ending June 31, 2019, total revenue is \$499,905 or 108.39% of total budget. All revenue comes in the form of revenue transfers from the General Fund done on a monthly basis.

Expenses total \$518,549 or 93.46% of total budget. Expenses are expected to be in line with Supplemental budget at year end.

Fund 27 - Before & After School Care (BASE49) Fund

For the period ending June 31, 2019 total revenue is \$1,199,829 or 109.08%% of budget and expenses year to date are \$1,029,053 or 89.75% of budget to date.

Seven Elementary locations within District 49 offer “Before and After School Expeditions” and three offer summer services as well. BASE49 reimburses each school for facility costs, which in turn supports schools with additional funds at the school level.

Fund 21 – Food Services Fund

For the period ending June 31, 2019, total revenue is \$3,765,769 or 106.24% of total budget. The majority of revenue comes from student purchases and reimbursement from the School Lunch Program.

Total expenditures are \$4,020,205 or 106.16% of total budget. Overall expenses are higher than original budget, but will fall in line with Supplemental Budget at year end.

The Food Services fund has been a self-sufficient fund, meaning it requires no support from the general fund. For several years this fund has helped support the general fund but will not be able to do so in FY18-19 due to unexpected equipment repairs at year end. The indirect cost has helped offset services shared by both departments of the district, such as the Business Office which processes all payments to vendors.

Fund 25 - Fee for Service Transportation Fund

For the period ending June 31, 2019, total revenue is \$1,292,579 or 99.84% of total budget. The transportation fund is not a self-sufficient fund, meaning it requires revenue from the general fund in order to break even on a yearly basis. For those that qualify for free or reduced food services, the BOE also supports those students with transfers done on their behalf to cover Transportation services as well as Board Approved Activity fees.

Expenses total \$1,292,579 or 99.84% of budget. Expenses will fall in line with the Supplemental budget at year end.

Fund 64 – District Funded Health Insurance

For the period ending June 31, 2019, total revenue is \$2,957,450 or 28.15% of total budget. Expenses to date are \$2,261,241 or 19.75% of total budget.

Fund 64 revenue is a combination of employees that sign up for health care benefits and the district's portion of said insurance premiums. Expenses are in the form of health care claims paid by the District. The District operates a self-funded plan through Anthem Blue Cross/Blue Shield.

Fund 73 - Dane Balcon Scholarship Fund

This fund serves as a place holder as the District is the Fiscal Agent for this scholarship fund. For the period ending June 31, 2019, total revenue from interest income is \$61. For the current fiscal year, no scholarships have been awarded and thus no expenses.

School Spending General Fund

Falcon Zone as of June 31, 2019

Overall Falcon Zone total expenses are \$25,485,286 or 103.25% of their anticipated budget.

Total Falcon zone level general fund expenditures are \$590,823 through June 31, 2019.



Bennett Ranch Elementary School

Total Membership count per CDE is 286. Free and/or reduced is 29% of total membership. General fund expenditures were \$1,839,163 or 114.57% of their total budget. Personnel expenditures average 92.68%, which includes salary and benefits.

Falcon Elementary School of Technology

Total Membership count per CDE is 299. Free and/or reduced is 42% of total membership. General fund expenditures were \$2,270,484 or 103.10% of their total budget. Personnel expenditures average 92.95%, which includes salary and benefits.

Meridian Ranch Elementary School

Total Membership count per CDE is 655. Free and/or reduced is 17% of total membership. General fund expenditures were \$3,597,049 or 101.24% of their total budget. Personnel expenditures average 94.08%, which includes salary and benefits.

Woodmen Hills Elementary School

Total Membership count per CDE is 552. Free and/or reduced is 21% of total membership. General fund expenditures were \$4,064,796 or 99.02% of their total budget. Personnel expenditures average 94.20%, which includes salary and benefits.

Falcon Middle School

Total Membership count per CDE is 986. Free and/or reduced is 27% of total membership. General fund expenditures were \$5,948,625 or 107.54% of their total budget. Personnel expenditures average 92.24%, which includes salary and benefits.

Falcon High School

Total Membership count per CDE is 1,286. Free and/or reduced is 21% of total membership. General fund expenditures were \$7,174,346 or 99.56% of their total budget. Personnel expenditures average 87.16%, which includes salary and benefits.

Sand Creek Zone as of June 31, 2019

Sand Creek Zone total expenses are \$23,974,518 or 97.86% of their anticipated budget.

Total Sand Creek zone level general fund expenditures are \$987,531 or 79.91% of the total budget.



Evans International Elementary School

Total Membership count per CDE is 658. Free and/or reduced is 60% of total membership. General fund expenditures were \$3,407,310 or 98.79% of their total budget. Personnel expenditures average 93.50% which includes salary and benefits.

Remington Elementary School

Total Membership count per CDE is 593. Free and/or reduced is 44% of total membership. General fund expenditures were \$3,607,102 or 98.20% of their total budget. Personnel expenditures average 94.00%, which includes salary and benefits.

Springs Ranch Elementary School

Total Membership count per CDE is 549. Free and/or reduced is 25% of total membership. General fund expenditures were \$3,432,232 or 97.03% of their total budget. Personnel expenditures average 93.89%, which includes salary and benefits.

Horizon Middle School

Total Membership count per CDE is 745. Free and/or reduced is 47% of total membership. General fund expenditures were \$5,072,690 or 103.32% of their total budget. Personnel expenditures average 92.22% which includes salary and benefits.

Sand Creek High School

Total Membership count per CDE is 1,191. Free and/or reduced is 38% of total membership. General fund expenditures were \$7,467,753 or 97.05% of their total budget. Personnel expenditures average 87.52%, which includes salary and benefits.

Power Zone as of June 31, 2019

Overall Power Zone total expenses are \$27,914,298 or 105.81% of anticipated budget.

The Power zone level general fund expenditures are \$960,955 or 88.79% of their total budget.



Ridgeview Elementary School

Total Membership count per CDE is 816. Free and/or reduced is 20% of total membership. General fund expenditures were \$4,089,827 or 102.76% of their total budget. Personnel expenditures average 94.08% which includes salary and benefits.

Stetson Elementary School

Total Membership count per CDE is 541. Free and/or reduced is 37% of total membership. General fund expenditures were \$3,553,456 or 106.80% of their total budget. Personnel expenditures average 93.78%, which includes salary and benefits.

Odyssey Elementary School

Total Membership count per CDE is 453. Free and/or reduced is 42% of total membership. General fund expenditures were \$3,022,799 or 103.01% of their total budget. Personnel expenditures average 92.54% which includes salary and benefits.

ALLIES

Total Membership count per CDE is 114. Free and/or reduced is 27% of total membership. General fund expenditures were \$1,268,123 or 105.52% of their total budget. Personnel expenditures average 993.74% which includes salary and benefits.

Skyview Middle School

Total Membership count per CDE is 1,135. Free and/or reduced is 32% of total membership. General fund expenditures were \$6,357,554 or 107.51% of their total budget. Personnel expenditures average 93.44% which includes salary and benefits.

Vista Ridge High School

Total Membership count per CDE is 1,678. Free and/or reduced is 25% of total membership. General fund expenditures were \$8,653,910 or 108.97% of their total budget. Personnel expenditures average 90.21%, which includes salary and benefits.

iConnect Zone as of June 31, 2019

iConnect Zone total expenses are \$6,215,077 or 96.04% of their anticipated budget.

This zone does not cover any specific geographical area within the district. Instead, it focuses on non-traditional learning including blended learning, home school and charter schools. Costs associated with helping manage the charter schools are paid for by the charter schools in the form of administration fees charged on a monthly basis based on the charter schools student numbers. iConnect zone level expenses are \$995,289 or 135.20% of their total budget.



Patriot High School

Total Membership count per CDE is 91. General fund expenditures were \$1,500,044 or 87.22% of their total budget. Personnel expenditures average 78.05% which includes salary and benefits.

Pikes Peak Early College

Total Membership count per CDE is 175. General fund expenditures were \$1,150,262 or 96.66% of their total budget. Personnel expenditures average 53.50%, which includes salary and benefits.

Spirals Studio for Academic Excellence

Total Membership count per CDE is 410. Free and/or reduced is 11% of total membership. General fund expenditures were \$2,001,201 or 89.80% of their total budget. Personnel expenditures average 75.90%, which includes salary and benefits.

Falcon Home School Program

General fund expenditures were \$568,280 or 95.26% of their total budget. Personnel expenditures average 92.93%, which includes salary and benefits.

Internal Vendor Group

District 49's Internal Vendor Group includes Transportation, Facilities, Food Services and Information Technology and Security. Expenses within the General Fund to date are \$9,127,758 or 107.76% of their total budget.

Internal Service Group

District 49's Internal Service Group includes the Business Office, Board of Education, Education Office, and Communications. These all support the schools in the education of students. Expenses within the General Fund are \$17,560,570 or 111.64% of their total budget.

Colorado School District 49
Fund Balance Summary as of 6/30/2019 Unaudited



	ASSETS	LIABILITIES	BEGINNING FUND BALANCE 07/01/2018	REVENUE	EXPENSE	TOTAL	CLOSING FUND BALANCE 06/30/2019
Governmental							
<i>General Funds</i>							
Fund 10 General School Managed	\$ 18,409,483	\$ 12,139,025	\$ 10,243,558	\$ 108,201,311	\$ 112,174,411	\$ (3,973,100)	\$ 6,270,458
Fund 12 General Grant Related	-	1,674,798	(812,041)	1,121,744	1,984,501	(862,757)	(1,674,798)
Fund 13 General Contingency	-	155,628	(128,580)	-	27,048	(27,048)	(155,628)
Fund 14 Mill Levy Override (MLO) old	5,180,777	804,072	7,025,614	923,865	3,572,774	(2,648,908)	4,376,705
Fund 15 Short Term Capital	319,128	82,115	-	4,336,997	4,099,984	237,013	237,013
Fund 16 Mill Levy Override MLO18C	3,982,160	507,338	4,764,956	-	1,312,618	(1,312,618)	3,452,338
Fund 17 Long Term Capital	2,167,141	-	2,185,853	34,082	52,794	(18,712)	2,167,141
Fund 18 District Mandated Insurance	502,990	1,345	474,849	900,000	873,203	26,797	501,645
<i>Sub Total General Funds</i>	\$ 30,561,680	\$ 15,364,321	\$ 23,754,209	\$ 115,517,999	\$ 124,097,333	\$ (8,579,333)	\$ 15,174,875
<i>Fund 19 Preschool</i>	105,063	48,625	75,083	499,905	518,549	(18,644)	56,439
<i>Special Revenue</i>							
Fund 23 Student Fees	578,071	88,708	80,438	1,553,940	1,145,014	408,925	489,363
Fund 25 Transportation Fee For Service	189,312	189,312	-	1,292,579	1,292,579	-	-
Fund 22 State & Federal Grants	2,574,609	2,565,654	-	8,379,349	8,370,394	8,955	8,955
Fund 26 Local Grants	326,154	319,134	-	343,906	336,886	7,020	7,020
Fund 27 BASE 49	193,808	9,329	(0)	1,199,829	1,029,053	170,776	170,776
<i>Sub Total Special Revenue</i>	\$ 3,967,018	\$ 3,220,762	\$ 155,521	\$ 13,269,508	\$ 12,692,476	\$ 577,032	\$ 732,553

Colorado School District 49
Fund Balance Summary as of 6/30/2019 Unaudited



	ASSETS	LIABILITIES	BEGINNING FUND BALANCE 07/01/2018	REVENUE	EXPENSE	TOTAL	CLOSING FUND BALANCE 06/30/2019
<i>Fund 21 Food Service</i>	\$ 1,211,909	\$ 213,233	\$ 1,253,113	\$ 3,765,769	\$ 4,020,205	\$ (254,437)	\$ 998,677
Proprietary							
Fund 39 COP Repayments	13,245,395	252,434	7,568,784	16,767,141	11,342,965	5,424,176	12,992,960
Fund 43 Cash In Lieu of Land	1,472,817	3,900	1,080,205	446,679	57,966	388,713	1,468,917
Fund 49 Mill Levy Override P2 P3 P4	5,541,321	2,273,909	33,248,517	486,277	30,467,382	(29,981,105)	3,267,412
Fund 64 Self Funded Health Insurance	1,652,482	68,591	953,910	2,957,450	2,261,245	696,205	1,650,114
Fiduciary							
Fund 73 Dane Balcon Scholarships	4,783	-	4,722	61	-	61	4,783
Fund 74 Student Fundraising	837,354	43,119	(56,706)	2,466,097	1,615,157	850,940	794,234
Totals	\$ 58,494,759	\$ 21,440,269	\$ 67,962,275	\$ 155,676,980	\$ 186,554,729	\$ (30,877,749)	\$ 37,084,526

Colorado School District 49
Balance Sheet Detail as of 6/30/2019 Unaudited



GOVERNMENTAL				
General Funds				
	Fund 10 General School Managed	Fund 12 General Grant Related	Fund 13 General Contingency	Fund 14 General Mill Levy Override (MLO)
ASSETS				
Cash*	\$ 14,791,103	\$ -	\$ -	\$ 5,029,301
Accounts Receivable	634,433	-	-	151,476
Due From Other Funds	2,870,251	-	-	-
Inventory	113,697	-	-	-
Total Assets	\$ 18,409,483	\$ -	\$ -	\$ 5,180,777
Less LIABILITIES				
Accounts Payable	\$ 1,249,481	\$ 19,787	\$ 4,370	\$ 595,094
Accrued Salaries	4,312,761	5,416	-	-
Due To Other Funds	6,136,120	1,506,508	151,258	129,262
Patron Balances	-	-	-	-
Unearned Revenue	440,664	143,087	-	79,716
Total Liabilities	\$ 12,139,025	\$ 1,674,798	\$ 155,628	\$ 804,072
Net FUND BALANCE				
Non Spendable / Committed at 6/30/2018	\$ 5,847,934	\$ -	\$ -	\$ -
Tabor / Restricted Reserve at 6/30/2018	3,455,000	-	-	7,025,614
Assigned / Unrestricted at 6/30/2018	940,624	(812,041)	(128,580)	-
Fund Balance	\$ 10,243,558	\$ (812,041)	\$ (128,580)	\$ 7,025,614
2018-2019 Estimated Change in Fund Balance	\$ (3,973,100)	\$ (862,757)	\$ (27,048)	\$ (2,648,908)

*In past years, 93% of Cash due to Property Tax
Collection happens from March to June

Colorado School District 49
Balance Sheet Detail as of 6/30/2019 Unaudited



ASSETS

	Fund 15 General Short Term Capital	Fund 16 General Mill Levy Override MLO	Fund 17 General Long Term Capital	Fund 18 District Liability/Property Insurance	Fund 19 Preschool
Cash*	\$ -	\$ 3,982,160	\$ 1,914,550	\$ -	\$ -
Accounts Receivable	-	-	-	-	-
Due From Other Funds	319,128	-	252,591	502,990	105,063
Inventory	-	-	-	-	-
Total Assets	\$ 319,128	\$ 3,982,160	\$ 2,167,141	\$ 502,990	\$ 105,063

Less LIABILITIES

Accounts Payable	\$ 82,115	\$ 881	\$ -	\$ 1,345	\$ 21,755
Accrued Salaries	-	-	-	-	26,869
Due To Other Funds	-	506,457	-	-	-
Patron Balances	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	\$ 82,115	\$ 507,338	\$ -	\$ 1,345	\$ 48,625

Net FUND BALANCE

Non Spendable / Committed at 6/30/2018	\$ -	\$ -	\$ -	\$ 474,849	\$ -
Tabor / Restricted Reserve at 6/30/2018	-	4,764,956	-	-	75,083
Assigned / Unrestricted at 6/30/2018	-	-	2,185,853	-	-
Fund Balance	\$ -	\$ 4,764,956	\$ 2,185,853	\$ 474,849	\$ 75,083

2018-2019 Estimated Change in Fund Balance	\$ 237,013	\$ (1,290,134)	\$ (18,712)	\$ 26,797	\$ (18,644)
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*In past years, 93% of Cash due to Property Tax
Collection happens from March to June

Colorado School District 49
Balance Sheet Detail as of 6/30/2019 Unaudited



ASSETS

	Fund 23	Student Fees	Fund 25 Transportation Fee For Service	Fund 22 State & Federal Grants	Fund 26 Local Grants	Fund 27 BASE 49
Cash*	\$	578,071	\$ 45,198	\$ -	\$ -	\$ 40,649
Accounts Receivable		-	144,114	1,587,806	-	-
Due From Other Funds		-	-	986,803	326,154	153,159
Inventory		-	-	-	-	-
Total Assets	\$	578,071	\$ 189,312	\$ 2,574,609	\$ 326,154	\$ 193,808

Less LIABILITIES

Accounts Payable	\$	26,792	\$ -	\$ 80,085	\$ 6,857	\$ 9,329
Accrued Salaries		-	-	301,860	-	-
Due To Other Funds		61,916	189,312	-	-	-
Patron Balances		-	-	-	-	-
Unearned Revenue		-	-	2,183,709	312,277	-
Total Liabilities	\$	88,708	\$ 189,312	\$ 2,565,654	\$ 319,134	\$ 9,329

Net FUND BALANCE

Non Spendable / Committed at 6/30/2018	\$	80,438	\$ -	\$ -	\$ -	\$ -
Tabor / Restricted Reserve at 6/30/2018		-	-	-	-	-
Assigned / Unrestricted at 6/30/2018		-	-	-	-	(0)
Fund Balance	\$	80,438	\$ -	\$ -	\$ -	(0)

2018-2019 Estimated Change in Fund Balance	\$	408,925	\$	-	\$	8,955	\$	7,020	\$	184,480
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*In past years, 93% of Cash due to Property Tax
Collection happens from March to June

Colorado School District 49
Balance Sheet Detail as of 6/30/2019 Unaudited



	GOVERNMENTAL	PROPIETARY			PROPIETARY
	Fund 21 Food Service	Fund 39 COP Repayments	Fund 43 Cash In Lieu of Land	Fund 49 Mill Levy Override P2 P3 P4	Fund 64 Self Funded Health Insurance
ASSETS					
Cash*	\$ 258,988	\$ 12,765,720	\$ -	\$ 5,541,321	\$ 335,093
Accounts Receivable	171,759	959,349	-	-	377,495
Due From Other Funds	781,163	-	1,472,817	-	939,895
Inventory	-	-	-	-	-
Total Assets	\$ 1,211,909	\$ 13,725,069	\$ 1,472,817	\$ 5,541,321	\$ 1,652,482
Less LIABILITIES					
Accounts Payable	\$ 21,992	\$ -	\$ 3,900	\$ 2,115,096	\$ 68,591
Accrued Salaries	-	-	-	-	-
Due To Other Funds	-	-	-	158,813	-
Patron Balances	191,241	-	-	-	-
Unearned Revenue	-	252,434	-	-	-
Total Liabilities	\$ 213,233	\$ 252,434	\$ 3,900	\$ 2,273,909	\$ 68,591
Net FUND BALANCE					
Non Spendable / Committed at 6/30/2018	\$ 110,857	\$ -	\$ -	\$ 33,248,517	\$ -
Tabor / Restricted Reserve at 6/30/2018	1,142,256	7,568,784	-	-	-
Assigned / Unrestricted at 6/30/2018	-	-	1,080,205	-	953,910
Fund Balance	\$ 1,253,113	\$ 7,568,784	\$ 1,080,205	\$ 33,248,517	\$ 953,910
2018-2019 Estimated Change in Fund Balance	\$ (254,437)	\$ 5,903,851	\$ 388,713	\$ (29,981,105)	\$ 629,982

*In past years, 93% of Cash due to Property Tax
Collection happens from March to June

Colorado School District 49
Balance Sheet Detail as of 6/30/2019 Unaudited



FIDUCIARY

	Fund 73 Dane Balcon Scholarships	Fund 74 Student Fundraising
ASSETS		
Cash*	\$ 2,712	\$ 654,164
Accounts Receivable	-	18,167
Due From Other Funds	2,071	165,023
Inventory	-	-
Total Assets	\$ 4,783	\$ 837,354
Less LIABILITIES		
Accounts Payable	\$ -	\$ 43,119
Accrued Salaries	-	-
Due To Other Funds	-	-
Patron Balances	-	-
Unearned Revenue	-	-
Total Liabilities	\$ -	\$ 43,119
Net FUND BALANCE		
Non Spendable / Committed at 6/30/2018	\$ -	\$ -
Tabor / Restricted Reserve at 6/30/2018	-	-
Assigned / Unrestricted at 6/30/2018	4,722	(56,706)
Fund Balance	\$ 4,722	\$ (56,706)
2018-2019 Estimated Change in Fund Balance	\$ 61	\$ 850,940

*In past years, 93% of Cash due to Property Tax
Collection happens from March to June

Colorado School District 49
Revenue Detail as of 6/30/2019 Unaudited



	General Funds F10-18			Monthly Target	Preschool F19			Monthly Target
	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%
Local Sources								
Property Taxes	\$ 25,616,145	\$ 25,387,225	\$ 36,594,808		\$ -	\$ -	\$ -	
Specific Ownership Tax & Other Related	4,375,697	4,509,821	4,644,951		-	-	-	
Tuition & Fees	189,500	246,295	153,350		-	-	-	
Interest Earned	185,000	378,551	799,774		-	-	-	
Charter School Purchased Services	4,281,948	4,839,222	3,828,483		-	-	-	
Cash In Lieu of Land	-	-	-		-	-	-	
Other Local Revenue	849,603	666,691	4,268,868		-	-	6,075	
Total Local Revenue	\$ 35,497,893	\$ 36,027,805	\$ 50,290,235	101.49%	\$ -	\$ -	\$ 6,075	#DIV/0!
State Sources								
State Equalization Revenue	\$ 159,674,289	\$ 159,026,537	\$ 141,113,497		\$ -	\$ -	\$ -	
Capital Construction	1,243,619	-	1,020,858		-	-	-	
Vocational Education	1,056,440	-	637,816		-	-	-	
Special Education	4,037,712	-	4,100,778		-	-	-	
ELL	713,253	-	556,885		-	-	-	
Gifted & Talented	222,504	-	213,292		-	-	-	
Transportation	484,813	-	480,540		-	-	-	
Other State Revenue	193,683	7,708,832	553,118		-	-	-	
Total State Revenue	\$ 168,000,127	\$ 166,735,369	\$ 148,676,784	99.25%	\$ -	\$ -	\$ -	#DIV/0!
Federal Sources								
Impact Aid	\$ 544,556	\$ 729,004	\$ 364,306		\$ -	\$ -	\$ -	
IDEA	-	-	-		-	-	-	
DoDEA	-	-	-		-	-	-	
Other Federal Revenue	-	-	273,086		-	-	-	
Total Federal Revenue	\$ 544,556	\$ 729,004	\$ 637,393	133.87%	\$ -	\$ -	\$ -	#DIV/0!
Transfers								
Transfers from Fund 10 to F15, F18, F19	\$ (1,236,203)	\$ (4,499,905)	\$ (14,212,648)		\$ 461,203	\$ 499,905	\$ 471,822	
Charter School PPR	(83,502,131)	(83,474,273)	(71,199,665)		-	-	-	
Total Revenue Transfers	\$ (84,738,334)	\$ (87,974,179)	\$ (85,412,313)	103.82%	\$ 461,203	\$ 499,905	\$ 471,822	108.39%
NET REVENUE	\$ 119,304,242	\$ 115,517,999	\$ 114,192,099	96.83%	\$ 461,203	\$ 499,905	\$ 477,896	108.39%

Colorado School District 49
Revenue Detail as of 6/30/2019 Unaudited



	Pupil Activity Fees F23			Monthly Target	Transportation Fee for Service F25			Monthly Target
	Total Budget FY19	Actual to Date FY19	Previous Year to Date FY18	100.00%	Total Budget FY19	Actual to Date FY19	Previous Year to Date FY18	100.00%
Local Sources								
Property Taxes	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Specific Ownership Tax & Other Related	-	-	-		-	-	-	
Tuition & Fees	-	-	-		-	-	-	
Interest Earned	-	-	-		-	120	310	
Charter School Purchased Services	-	-	-		-	-	-	
Cash In Lieu of Land	-	-	-		-	-	-	
Other Local Revenue	-	1,553,940	863,982		824,618	819,144	412,057	
Total Local Revenue	\$ -	\$ 1,553,940	\$ 863,982	#DIV/0!	\$ 824,618	\$ 819,264	\$ 412,367	99.35%
State Sources								
State Equalization Revenue	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Capital Construction	-	-	-		-	-	-	
Vocational Education	-	-	-		-	-	-	
Special Education	-	-	-		-	-	-	
ELL	-	-	-		-	-	-	
Gifted & Talented	-	-	-		-	-	-	
Transportation	-	-	-		-	-	-	
Other State Revenue	-	-	-		470,000	473,315	502,482	
Total State Revenue	\$ -	\$ -	\$ -	#DIV/0!	\$ 470,000	\$ 473,315	\$ 502,482	100.71%
Federal Sources								
Impact Aid	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
IDEA	-	-	-		-	-	-	
DoDEA	-	-	-		-	-	-	
Other Federal Revenue	-	-	-		-	-	-	
Total Federal Revenue	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Transfers								
Transfers from Fund 10 to F15, F18, F19	\$ -	\$ -	\$ 199,964		\$ -	\$ -	\$ 518,673	
Charter School PPR	-	-	-		-	-	-	
Total Revenue Transfers	\$ -	\$ -	\$ 199,964	#DIV/0!	\$ -	\$ -	\$ 518,673	#DIV/0!
NET REVENUE	\$ -	\$ 1,553,940	\$ 1,063,945	#DIV/0!	\$ 1,294,618	\$ 1,292,579	\$ 1,433,522	99.84%

Colorado School District 49
Revenue Detail as of 6/30/2019 Unaudited



	Grants F22 & F26			Monthly Target	Base49 (Before/After Care) F27			Monthly Target
	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%
Local Sources								
Property Taxes	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Specific Ownership Tax & Other Related	-	-	-		-	-	-	
Tuition & Fees	-	-	-		-	-	-	
Interest Earned	-	-	-		-	-	-	
Charter School Purchased Services	-	-	-		-	-	-	
Cash In Lieu of Land	-	-	-		-	-	-	
Other Local Revenue	879,395	343,906	322,628		1,100,000	1,199,829	1,083,089	
Total Local Revenue	\$ 879,395	\$ 343,906	\$ 322,628	39.11%	\$ 1,100,000	\$ 1,199,829	\$ 1,083,089	109.08%
State Sources								
State Equalization Revenue	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Capital Construction	-	-	-		-	-	-	
Vocational Education	-	-	-		-	-	-	
Special Education	-	-	-		-	-	-	
ELL	-	-	-		-	-	-	
Gifted & Talented	-	-	-		-	-	-	
Transportation	-	-	-		-	-	-	
Other State Revenue	933,057	582,192	649,176		-	-	-	
Total State Revenue	\$ 933,057	\$ 582,192	\$ 649,176	62.40%	\$ -	\$ -	\$ -	#DIV/0!
Federal Sources								
Impact Aid	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
IDEA	3,416,799	3,406,243	2,813,027		\$ -	\$ -	\$ -	
DoDEA	1,498,900	1,194,503	341,417		-	-	-	
Other Federal Revenue	3,425,256	3,196,411	2,497,399		-	-	-	
Total Federal Revenue	\$ 8,340,955	\$ 7,797,157	\$ 5,651,843	93.48%	\$ -	\$ -	\$ -	#DIV/0!
Transfers								
Transfers from Fund 10 to F15, F18, F19	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Charter School PPR	-	-	-		-	-	-	
Total Revenue Transfers	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
NET REVENUE	\$ 10,153,408	\$ 8,723,255	\$ 6,623,647	85.91%	\$ 1,100,000	\$ 1,199,829	\$ 1,083,089	109.08%

Colorado School District 49
Revenue Detail as of 6/30/2019 Unaudited



	Food Services F21			Monthly Target
	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%
Local Sources				
Property Taxes	\$ -	\$ -	\$ -	
Specific Ownership Tax & Other Related	-	-	-	
Tuition & Fees	-	-	-	
Interest Earned	-	8,102	-	
Charter School Purchased Services	-	-	-	
Cash In Lieu of Land	-	-	-	
Other Local Revenue	1,661,460	1,619,147	1,746,083	
Total Local Revenue	\$ 1,661,460	\$ 1,627,249	\$ 1,746,083	97.94%
State Sources				
State Equalization Revenue	\$ -	\$ -	\$ -	
Capital Construction	-	-	-	
Vocational Education	-	-	-	
Special Education	-	-	-	
ELL	-	-	-	
Gifted & Talented	-	-	-	
Transportation	-	-	-	
Other State Revenue	68,756	79,408	67,532	
Total State Revenue	\$ 68,756	\$ 79,408	\$ 67,532	115.49%
Federal Sources				
Impact Aid	\$ -	\$ -	\$ -	
IDEA	-	-	-	
DoDEA	-	-	-	
Other Federal Revenue	1,814,416	2,059,112	2,141,848	
Total Federal Revenue	\$ 1,814,416	\$ 2,059,112	\$ 2,141,848	113.49%
Transfers				
Transfers from Fund 10 to F15, F18, F19	\$ -	\$ -	\$ -	
Charter School PPR	-	-	-	
Total Revenue Transfers	\$ -	\$ -	\$ -	#DIV/0!
NET REVENUE	\$ 3,544,632	\$ 3,765,769	\$ 3,955,463	106.24%

Colorado School District 49
Revenue Detail as of 6/30/2019 Unaudited



	COP and Cash In Lieu of Land F39, F49 & F43			Monthly Target	Dane Balcon Scholarships F73			Monthly Target
	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%
Local Sources								
Property Taxes	8,414,319	\$ 12,318,648	\$ 52,713		\$ -	\$ -	\$ -	
Specific Ownership Tax & Other Related	-	120,244	5,041		-	-	-	
Tuition & Fees	-	-	-		-	-	-	
Interest Earned	-	827,845	22,685		-	61	54	
Charter School Purchased Services	-	-	-		-	-	-	
Cash In Lieu of Land	75,000	369,212	662,252		-	-	-	
Other Local Revenue	25,000	64,148	37,466,166		-	-	946	
Total Local Revenue	\$ 8,514,319	\$ 13,700,097	\$ 38,208,856	160.91%	\$ -	\$ 61	\$ 1,000	#DIV/0!
State Sources								
State Equalization Revenue	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Capital Construction	-	-	-		-	-	-	
Vocational Education	-	-	-		-	-	-	
Special Education	-	-	-		-	-	-	
ELL	-	-	-		-	-	-	
Gifted & Talented	-	-	-		-	-	-	
Transportation	-	-	-		-	-	-	
Other State Revenue	-	-	-		-	-	-	
Total State Revenue	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Federal Sources								
Impact Aid	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
IDEA	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
DoDEA	-	-	-		-	-	-	
Other Federal Revenue	-	-	-		-	-	-	
Total Federal Revenue	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Transfers								
Transfers from Fund 10 to F15, F18, F19	\$ 4,000,000	\$ 4,000,000	\$ 15,302,904		\$ -	\$ -	\$ -	
Charter School PPR	-	-	-		-	-	-	
Total Revenue Transfers	\$ 4,000,000	\$ 4,000,000	\$ 15,302,904	100.00%	\$ -	\$ -	\$ -	#DIV/0!
NET REVENUE	\$ 12,514,319	\$ 17,700,097	\$ 53,511,760	141.44%	\$ -	\$ 61	\$ 1,000	#DIV/0!

Colorado School District 49
Revenue Detail as of 6/30/2019 Unaudited



	Pupil Fundraising F74			Monthly Target	District Funded Health Insurance F64			Monthly Target
	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%	Total Budget FY19	Actual to Date FY19	Previous Year to Date	100.00%
Local Sources								
Property Taxes	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Specific Ownership Tax & Other Related	-	-	-		-	-	-	
Tuition & Fees	-	-	-		-	-	-	
Interest Earned	-	15,990	9,901		-	18,966	36,536	
Charter School Purchased Services	-	-	-		-	-	-	
Cash In Lieu of Land	-	-	-		-	-	-	
Other Local Revenue	(639)	2,450,106	1,690,515		9,755,646	2,938,484	3,373,609	
Total Local Revenue	\$ (639)	\$ 2,466,097	\$ 1,700,416	-386178.40%	\$ 9,755,646	\$ 2,957,450	\$ 3,410,145	30.32%
State Sources								
State Equalization Revenue	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Capital Construction	-	-	-		-	-	-	
Vocational Education	-	-	-		-	-	-	
Special Education	-	-	-		-	-	-	
ELL	-	-	-		-	-	-	
Gifted & Talented	-	-	-		-	-	-	
Transportation	-	-	-		-	-	-	
Other State Revenue	-	-	-		-	-	-	
Total State Revenue	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Federal Sources								
Impact Aid	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
IDEA	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
DoDEA	-	-	-		-	-	-	
Other Federal Revenue	-	-	-		-	-	-	
Total Federal Revenue	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Transfers								
Transfers from Fund 10 to F15, F18, F19	\$ -	\$ -	\$ -		\$ 750,000	\$ -	\$ -	
Charter School PPR	-	-	-		-	-	-	
Total Revenue Transfers	\$ -	\$ -	\$ -	#DIV/0!	\$ 750,000	\$ -	\$ -	0.00%
NET REVENUE	\$ (639)	\$ 2,466,097	\$ 1,700,416	-386178.40%	\$ 10,505,646	\$ 2,957,450	\$ 3,410,145	28.15%

Colorado School District 49
Income Statement as of 6/30/2019 Unaudited



	General Funds 10-18 (plural)			Monthly Target
	Total Budget	Actuals to Date	Previous Year to	
Revenues	FY19	FY19	Date	100.00%
Local Revenue	\$ 35,497,893	\$ 36,027,805	\$ 50,296,310	
State Revenue	168,000,127	166,735,369	148,676,784	
Federal Revenue	544,556	729,004	637,393	
Revenue Transfers	(84,738,334)	(87,974,179)	(85,440,397)	
Total Revenues	\$ 119,304,242	\$ 115,517,999	\$ 114,170,090	96.83%
<u>Instructional Spend</u>				
General Education	20,658,750	22,671,473	20,650,253	
Other Instructional	31,170,041	31,286,899	28,942,506	
Special Education	11,678,785	13,518,490	11,777,873	
Athletic Extracurricular	1,222,954	1,401,555	1,104,979	
Academic Extracurricular	273,407	426,546	335,399	
<u>Support Services</u>				
Student Support Services	8,110,211	7,848,685	7,234,346	
Instructional Staff Support	5,487,841	5,385,922	5,176,478	
Board Administration	1,349,590	1,642,554	721,040	
School Administration	10,613,370	10,562,656	9,304,160	
Business Services	2,287,869	2,465,639	2,784,159	
Operations & Maintenance	12,256,810	11,696,167	10,291,136	
Student Transportation	3,583,351	4,047,214	2,686,526	
Central Support Services	6,189,755	6,048,006	5,657,543	
Risk Management	1,448,677	788,977	2,313,150	
Cocurricular Activities - non Athletic	-	-	-	
Food Services	1,711	1,515	1,505	
Facilities Acquisition & Construction	3,659,535	2,194,385	3,555,226	
Other Use of Funds	1,881,393	2,110,447	1,667,934	
Operating RESERVES	2,981,749	203	(8,820)	
Total Expenditures	\$ 124,855,799	\$ 124,097,333	\$ 114,195,393	99.39%
Net Change in Fund Balance	\$ (5,551,556)	\$ (8,579,333)		
Fund Balances, beginning at 7/1/18	22,397,775	22,397,775		
Fund balances, ending (estimated)	\$ 16,846,219	\$ 13,818,442	\$ 22,397,775	

Colorado School District 49
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	Preschool Fund 19				Monthly Target	Pupil Activities Fund 23				Monthly Target
Revenues	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	100.00%		Total Budget FY19	Actuals to Date FY19	Previous Year to Date	100.00%	
Local Revenue	\$ -	\$ -	\$ 6,075			\$ -	\$ 1,553,940	\$ 863,982		
State Revenue	-	-	-			-	-	-		
Federal Revenue	-	-	-			-	-	-		
Revenue Transfers	461,203	499,905	471,822			-	-	199,964		
Total Revenues	\$ 461,203	\$ 499,905	\$ 477,896	108.39%		\$ -	\$ 1,553,940	\$ 1,063,945	#DIV/0!	
Instructional Spend										
General Education	-	-	-			348,973	347,357	277,320		
Other Instructional	553,779	518,549	476,136			562,330	303,674	316,225		
Special Education	-	-	-			2,783	3,542	2,310		
Athletic Extracurricular	-	-	-			443,837	424,381	364,820		
Academic Extracurricular	-	-	-			106,342	48,401	67,839		
Support Services										
Student Support Services	-	-	-			2,854	1,470	1,819		
Instructional Staff Support	-	-	-			31,423	30,541	23,400		
Board Administration	-	-	-			-	-	-		
School Administration	-	-	-			-	-	-		
Business Services	-	-	-			-	-	-		
Operations & Maintenance	-	-	-			-	-	-		
Student Transportation	-	-	-			-	-	-		
Central Support Services	-	-	-			-	-	-		
Risk Management	900	-	1,761			-	-	-		
Cocurricular Activities - non Athletic	-	-	-			(14,425)	(14,351)	10,213		
Food Services	-	-	-			-	-	-		
Facilities Acquisition & Construction	-	-	-			-	-	-		
Other Use of Funds	-	-	-			-	-	-		
Operating RESERVES	-	-	-			-	-	-		
Total Expenditures	\$ 554,679	\$ 518,549	\$ 477,896	93.49%		\$ 1,484,116	\$ 1,145,014	\$ 1,063,945	77.15%	
Net Change in Fund Balance	\$ (93,476)	\$ (18,644)				\$ (1,484,116)	\$ 408,925			
Fund Balances, beginning at 7/1/18	75,083	75,083				421,412	421,412			
Fund balances, ending (estimated)	\$ (18,393)	\$ 56,439	\$ 75,083			\$ (1,062,704)	\$ 830,337	\$ 421,412		

Colorado School District 49
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	Transportation Fund 25				Monthly Target	Grant Funds 22, 26				Monthly Target
	Total Budget FY19	Actuals to Date FY19	Previous Year to Date		100.00%	Total Budget FY19	Actuals to Date FY19	Previous Year to Date		100.00%
Revenues										
Local Revenue	\$ 824,618	\$ 819,264	\$ 412,367			\$ 879,395	\$ 343,906	\$ 322,628		
State Revenue	470,000	473,315	502,482			933,057	582,192	649,176		
Federal Revenue	-	-	-			8,340,955	7,797,157	5,651,843		
Revenue Transfers	-	-	518,673			-	-	-		
Total Revenues	\$ 1,294,618	\$ 1,292,579	\$ 1,433,522		99.84%	\$ 10,153,408	\$ 8,723,255	\$ 6,623,647		85.91%
Instructional Spend										
General Education	-	-	-			1,597,073	627,792	345,374		
Other Instructional	-	-	-			1,441,398	1,212,021	599,123		
Special Education	-	-	-			3,336,348	3,285,907	2,685,547		
Athletic Extracurricular	-	-	-			-	-	-		
Academic Extracurricular	-	-	-			7,513	5,251	5,254		
Support Services										
Student Support Services	-	-	-			2,590,086	1,876,546	1,348,399		
Instructional Staff Support	-	-	-			1,927,110	1,391,656	989,991		
Board Administration	-	-	-			191,919	167,544	153,751		
School Administration	-	-	-			229,250	45,286	442,990		
Business Services	1,037	1,037	306			129,847	471	4,318		
Operations & Maintenance	-	-	-			172,668	83,500	-		
Student Transportation	1,269,152	1,291,542	1,413,319			-	-	-		
Central Support Services	-	-	-			9,471	9,471	48,898		
Risk Management	24,429	-	28,503			3,500	-	-		
Cocurricular Activities - non Athletic	-	-	-			-	-	-		
Food Services	-	-	-			1,845	1,836	-		
Facilities Acquisition & Construction	-	-	-			-	-	-		
Other Use of Funds	-	-	-			-	-	-		
Operating RESERVES	-	-	-			-	-	-		
Total Expenditures	\$ 1,294,618	\$ 1,292,579	\$ 1,442,127		99.84%	\$ 11,638,027	\$ 8,707,280	\$ 6,623,647		74.82%
Net Change in Fund Balance	\$ -	\$ -				\$ (1,484,619)	\$ 15,975			
Fund Balances, beginning at 7/1/18	-	-				-	-			
Fund balances, ending (estimated)	\$ -	\$ -	\$ -			\$ (1,484,619)	\$ 15,975	\$ -		

Colorado School District 49
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	BASE49 (Before/After Care) Fund 27				Monthly Target	Food Service Fund 21				Monthly Target
	Total Budget FY19	Actuals to Date FY19	Previous Year to Date		100.00%	Total Budget FY19	Actuals to Date FY19	Previous Year to Date		100.00%
Revenues										
Local Revenue	\$ 1,100,000	\$ 1,199,829	\$ 1,083,089			\$ 1,661,460	\$ 1,627,249	\$ 1,746,083		
State Revenue	-	-	-			68,756	79,408	67,532		
Federal Revenue	-	-	-			1,814,416	2,059,112	2,141,848		
Revenue Transfers	-	-	-			-	-	-		
Total Revenues	\$ 1,100,000	\$ 1,199,829	\$ 1,083,089	109.08%		\$ 3,544,632	\$ 3,765,769	\$ 3,955,463	106.24%	
Instructional Spend										
General Education	-	-	-			-	-	-		
Other Instructional	-	-	-			-	(40)	-		
Special Education	-	-	-			-	-	-		
Athletic Extracurricular	-	-	-			-	-	-		
Academic Extracurricular	677,865	784,197	756,259			-	-	-		
Support Services										
Student Support Services	-	-	-			-	-	-		
Instructional Staff Support	-	-	-			-	-	-		
Board Administration	-	-	-			-	-	-		
School Administration	74,860	36,769	55,634			-	-	-		
Business Services	1,520	-	1,600			-	-	-		
Operations & Maintenance	102,240	80,567	112,486			-	-	-		
Student Transportation	-	-	-			8,100	7,743	7,691		
Central Support Services	-	-	-			-	-	-		
Risk Management	7,415	-	3,864			-	-	64,708		
Cocurricular Activities - non Athletic	-	-	-			-	-	-		
Food Services	142,162	127,520	153,174			3,578,629	4,012,502	3,883,064		
Facilities Acquisition & Construction	-	-	-			-	-	-		
Other Use of Funds	-	-	-			-	-	-		
Operating RESERVES	140,548	-	72			200,325	-	-		
Total Expenditures	\$ 1,146,610	\$ 1,029,053	\$ 1,083,089	89.75%		\$ 3,787,054	\$ 4,020,205	\$ 3,955,463	106.16%	
Net Change in Fund Balance	\$ (46,610)	\$ 170,776				\$ (242,422)	\$ (254,437)			
Fund Balances, beginning at 7/1/18	-	-				1,253,113	1,253,113			
Fund balances, ending (estimated)	\$ (46,610)	\$ 170,776	\$ -			\$ 1,010,691	\$ 998,676	\$ 1,253,113		

Colorado School District 49
Income Statement as of 6/30/2019 Unaudited



COP and Cash in Lieu of Funds F39, F43, F49

Dane Balcon Scholarships Fund 73

Revenues	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	100.00%	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	
Local Revenue	\$ 8,514,319	\$ 13,700,097	\$ (6,652,614)		\$ -	\$ 61	\$ 1,000	
State Revenue	-	-	-		-	-	-	
Federal Revenue	-	-	-		-	-	-	
Revenue Transfers	4,000,000	4,000,000	15,302,904		-	-	-	
Total Revenues	\$ 12,514,319	\$ 17,700,097	\$ 8,650,291		\$ -	\$ 61	\$ 1,000	
Instructional Spend								
General Education	-	-	-		-	-	-	
Other Instructional	-	-	-		-	-	1,000	
Special Education	-	-	-		-	-	-	
Athletic Extracurricular	-	-	-		-	-	-	
Academic Extracurricular	-	-	-		-	-	-	
Support Services								
Student Support Services	-	-	-		-	-	-	
Instructional Staff Support	-	-	-		-	-	-	
Board Administration	18,000	31,202	-		-	-	-	
School Administration	-	-	-		-	-	-	
Business Services	-	(177)	30,622		-	-	-	
Operations & Maintenance	-	-	25,843		-	-	-	
Student Transportation	-	-	-		-	-	-	
Central Support Services	-	-	296,519.28		-	-	-	
Risk Management	-	-	-		-	-	-	
Cocurricular Activities - non Athletic	-	-	-		-	-	-	
Food Services	-	-	-		-	-	-	
Facilities Acquisition & Construction	39,798,765	30,525,526	44,860,185		-	-	-	
Other Use of Funds	11,316,763	11,311,763	13,295,914		-	-	-	
Operating RESERVES	2,292,583	-	-		-	-	-	
Total Expenditures	\$ 53,426,110	\$ 41,868,313	\$ 58,509,083	78.37%	\$ -	\$ -	\$ 1,000	#DIV/0!
Net Change in Fund Balance	\$ (40,911,791)	\$ (24,168,217)			\$ -	\$ 61		
Fund Balances, beginning at 7/1/18	41,897,506	41,897,506			4,722	4,722		
Fund balances, ending (estimated)	\$ 985,715	\$ 17,729,289	\$ 41,897,506		\$ 4,722	\$ 4,783	\$ 4,722	

Colorado School District 49
Income Statement as of 6/30/2019 Unaudited



	Pupil Fundraising Fund 74				District Health Insurance Fund 64				Monthly Target
Revenues	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	100.00%	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	100.00%	
Local Revenue	\$ (639)	\$ 2,466,097	\$ 1,700,416		\$ 9,755,646	\$ 2,957,450	\$ 3,410,145		
State Revenue	-	-	-		-	-	-		
Federal Revenue	-	-	-		-	-	-		
Revenue Transfers	-	-	-		750,000	-	-		
Total Revenues	\$ (639)	\$ 2,466,097	\$ 1,700,416		\$ 10,505,646	\$ 2,957,450	\$ 3,410,145		28.15%
Instructional Spend									
General Education	42,116	30,817	38,006		-	-	-		
Other Instructional	434,163	325,966	329,393		-	-	-		
Special Education	4,130	1,850	1,409		-	-	-		
Athletic Extracurricular	542,076	458,306	612,065		-	-	-		
Academic Extracurricular	1,419,036	766,619	684,858		-	-	-		
Support Services									
Student Support Services	12,155	5,659	5,989		-	-	-		
Instructional Staff Support	4,958	3,612	5,503		-	-	-		
Board Administration	-	-	-		-	-	-		
School Administration	-	-	-		-	-	-		
Business Services	-	4,634	8,577		-	-	-		
Operations & Maintenance	-	-	-		-	-	-		
Student Transportation	-	-	-		-	-	-		
Central Support Services	-	-	-		11,301,231	2,261,245	3,410,145		
Risk Management	-	-	-		-	-	-		
Cocurricular Activities - non Athletic	-	17,694	14,617		-	-	-		
Food Services	-	-	-		-	-	-		
Facilities Acquisition & Construction	-	-	-		-	-	-		
Other Use of Funds	-	-	-		-	-	-		
Operating RESERVES	-	-	-		150,000	-	-		
Total Expenditures	\$ 2,458,634	\$ 1,615,157	\$ 1,700,416	65.69%	\$ 11,451,231	\$ 2,261,245	\$ 3,410,145		19.75%
Net Change in Fund Balance	\$ (2,459,272)	\$ 850,940			\$ (945,585)	\$ 696,205			
Fund Balances, beginning at 7/1/18	872,470	872,470			953,910	953,910			
Fund balances, ending (estimated)	\$ (1,586,802)	\$ 1,723,410	\$ 872,470		\$ 8,325	\$ 1,650,115	\$ 953,910		

Colorado School District 49
Expenses by Zone & Location as of 6/30/2019 Unaudited



Falcon Zone

General Fund - School Managed F10

Monthly Target:
100.00%

School	Membership Count per CDE FY18-19	Free Reduced % FY18-19	Per Pupil Spend FY18-19	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	% used
Falcon Elementary School of Technology	299	42%	\$ 7,594	\$ 2,202,221	\$ 2,270,484	\$ 2,106,092	103.10%
Meridian Ranch Elementary	655	17%	5,492	3,552,881	3,597,049	3,508,107	101.24%
Woodman Hills Elementary	552	21%	7,364	4,104,913	4,064,796	4,353,811	99.02%
Bennett Ranch Elementary	286	29%	6,431	1,605,235	1,839,163	11,737	114.57%
Falcon Middle School	986	27%	6,033	5,531,411	5,948,625	5,437,153	107.54%
Falcon High School	1,286	21%	5,579	7,206,209	7,174,346	7,269,775	99.56%
Falcon Zone Administration	-	-	-	480,580	590,823	339,663	122.94%
Falcon Zone Totals	4,064	26%		\$ 24,683,449	\$ 25,485,286	\$ 23,026,336	103.25%

	Falcon Elementary School of Technology	Meridian Ranch Elementary	Woodman Hills Elementary	Bennett Ranch Elementary	Falcon Middle School	Falcon High School	Falcon Zone Administration	
General Fund Expenditures								
Salaries	\$ 1,594,416	\$ 2,567,419	\$ 2,899,346	\$ 1,280,606	\$ 4,125,689	\$ 4,722,559	\$ 382,490	
Employee Benefits	516,035	816,526	929,576	423,881	1,361,147	1,530,474	110,675	
Purchased Prof & Tech Services	104	291	-	35	7,440	101,244	48,200	
Purchased Property Services	48,434	64,575	68,531	28,839	120,057	233,129	-	
Other Purchased Services	12,125	16,854	20,438	9,895	37,616	117,902	35,543	
Supplies	89,531	123,965	137,878	91,295	260,328	443,467	10,348	
Property	4,286	3,096	8,415	1,506	23,825	14,508	2,198	
Miscellaneous	5,554	940	612	3,106	12,522	11,062	1,368	
Other Use of Funds	-	3,384	-	-	-	-	-	
Total General Fund Expenditures	\$ 2,270,484	\$ 3,597,049	\$ 4,064,796	\$ 1,839,163	\$ 5,948,625	\$ 7,174,346	\$ 590,823	\$ 25,485,286
Personnel Expenditures	92.95%	94.08%	94.20%	92.68%	92.24%	87.16%	83.47%	
Implementation Expenditures	7.05%	5.92%	5.80%	7.32%	7.76%	12.84%	16.53%	
Other Fund Expenditures by School								
Capital Funds (F15, F17)	1,854.75	25,914.24	7,374.00	-	-	-	-	
Preschool (F19)	-	13,098.50	17,885.74	14,125.51	-	-	-	
Food Services (F21)	89,362	82,907	93,675	66,107	187,882	216,949	48,496	
Mill Levy Override Funds (F14, F16, F39, F49)	481,398	136,979	182,484	4,258,094	1,114,786	481,398	98,118	
Grant Funds (F22, F26)	212,326	159,380	119,329	81,607	161,768	416,719	-	
Pupil Activities (F23)	4,518	20,191	28,746	7,169	104,989	199,590	651	
Pupil Fundraising (F74)	12,276	110,166	65,689	14,595	61,054	337,168	12,482	
BASE 49 (F27)	44,375	97,692	67,644	8,609	-	-	-	
Total Fund Expenditures	\$ 3,116,594	\$ 4,243,376	\$ 4,647,623	\$ 6,289,470	\$ 7,579,105	\$ 8,826,171	\$ 750,570	

Colorado School District 49
Expenses by Zone & Location as of 6/30/2019 Unaudited



Sand Creek Zone

General Fund - School Managed F10

Monthly Target:
100.00%

School	Membership Count per CDE FY18-19	Free Reduced % FY18-19	Per Pupil Spend FY18-19	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	% used
Evans International Elementary	658	60%	\$ 5,178	\$ 3,449,112	\$ 3,407,210	\$ 3,384,166	98.79%
Remington Elementary	593	44%	6,083	3,673,144	3,607,102	3,425,014	98.20%
Springs Ranch Elementary	549	25%	6,252	3,537,195	3,432,232	3,385,074	97.03%
Horizon Middle School	745	47%	6,809	4,909,788	5,072,690	4,628,013	103.32%
Sand Creek High	1,191	38%	6,270	7,694,959	7,467,753	7,208,939	97.05%
Sand Creek Zone Administration	-	-	-	1,235,751	987,531	871,316	79.91%
Sand Creek Zone Totals	3,736	36%		\$ 24,499,948	\$ 23,974,518	\$ 22,902,522	97.86%

	Evans International Elementary	Remington Elementary	Springs Ranch Elementary	Horizon Middle School	Sand Creek High	Sand Creek Zone Administration	
General Fund Expenditures							
Salaries	\$ 2,396,974	\$ 2,581,634	\$ 2,422,148	\$ 3,492,315	\$ 4,981,008	\$ 540,733	
Employee Benefits	788,712	809,139	800,268	1,185,840	1,554,981	161,190	
Purchased Prof & Tech Services	3,816	-	4,342	17,380	207,966	212,187	
Purchased Property Services	37,905	39,560	45,173	114,696	144,668	1,117	
Other Purchased Services	27,884	23,898	21,091	33,571	57,749	18,367	
Supplies	143,647	141,527	133,458	204,097	460,936	52,228	
Property	7,194	4,390	5,244	16,520	17,429	-	
Miscellaneous	1,078	6,954	509	8,270	43,015	1,709	
Other Use of Funds	-	-	-	-	-	-	
Total General Fund Expenditures	\$ 3,407,210	\$ 3,607,102	\$ 3,432,232	\$ 5,072,690	\$ 7,467,753	\$ 987,531	\$ 23,974,518

Personnel Expenditures	93.50%	94.00%	93.89%	92.22%	87.52%	71.08%
Implementation Expenditures	6.50%	6.00%	6.11%	7.78%	12.48%	28.92%

Other Fund Expenditures by School						
Preschool (F19)	\$ -	\$ 54,570	\$ 86,669	\$ -	\$ -	\$ -
Food Services (F21)	96,644	91,845	72,303	200,272	178,187	45,288
Mill Levy Override Funds (F14, F16, F39, F49)	621,445	199,299	354,713	311,798	481,398	138,947
Grant Funds (F22, F26)	497,073	436,964	166,108	434,872	382,471	-
Pupil Activities (F23)	61,957	23,198	38,046	67,803	261,148	-
Pupil Fundraising (F74)	42,799	32,964	24,949	65,525	140,255	22,775
BASE 49 (F27)	88,762	86,403	145,455	-	-	-
Total Fund Expenditures	\$ 4,815,890	\$ 4,532,344	\$ 4,320,475	\$ 6,152,959	\$ 8,911,212	\$ 1,194,542

Colorado School District 49
Expenses by Zone & Location as of 6/30/2019 Unaudited



Power Zone

General Funds - School Managed F10

Monthly Target:
100.00%

School	Membership		Free Reduced %	Per Pupil Spend	Total Budget	Actuals to Date	Previous Year to		% used		
	Count per CDE						Date				
	F18-19	FY18-19					FY18-19	FY19		FY19	
Ridgeview Elementary	816	20%	\$	5,012	\$	3,979,794	\$	4,089,827	\$	4,001,496	102.76%
Stetson Elementary	541	37%		6,568		3,327,311		3,553,456		3,450,396	106.80%
Odyssey Elementary	453	42%		6,673		2,934,485		3,022,799		2,889,261	103.01%
IVES	-	-		-		-		7,674		-	0.00%
ALLIES	114	27%				1,201,836		1,268,123		766,208	105.52%
Skyview Middle	1,135	32%		5,601		5,913,711		6,357,554		6,016,266	107.51%
Vista Ridge High	1,678	25%		5,157		7,941,368		8,653,910		7,911,941	108.97%
Power Zone Administration	-	-		-		1,082,240		960,955		730,365	88.79%
Power Zone Totals	4,737	23%			\$	26,380,745	\$	27,914,298	\$	25,765,933	105.81%
	Ridgeview Elementary	Stetson Elementary	Odyssey Elementary	ALLIES	IVES	Skyview Middle	Vista Ridge High	Power Zone Administration			
General Fund Expenditures											
Salaries	\$ 2,944,902	\$ 2,494,359	\$ 2,086,839	\$ 920,983	\$ 4,846	\$ 4,427,789	\$ 5,927,378	\$ 551,968			
Employee Benefits	902,877	838,104	710,610	267,727	2,146	1,512,470	1,879,504	159,550			
Purchased Prof & Tech Services	105	70	195	-	-	7,685	125,530	57,662			
Purchased Property Services	48,606	39,860	37,856	6,710	353	100,108	98,522	7,975			
Other Purchased Services	29,674	21,208	16,988	4,686	233	48,171	84,758	23,057			
Supplies	144,254	151,382	131,717	67,083	96	230,989	419,570	139,227			
Property	17,752	4,284	10,413	809	-	24,075	37,116	4,545			
Miscellaneous	1,657	4,189	28,182	126	-	6,268	81,532	55			
Other Use of Funds	-	-	-	-	-	-	-	16,915			
Total General Fund Expenditures	\$ 4,089,827	\$ 3,553,456	\$ 3,022,799	\$ 1,268,123	\$ 7,674	\$ 6,357,554	\$ 8,653,910	\$ 960,955	\$ 27,914,298		
Personnel Expenditures	94.08%	93.78%	92.54%	93.74%	-	93.44%	90.21%	74.04%			
Implementation Expenditures	5.92%	6.22%	7.46%	6.26%	-	6.56%	9.79%	25.96%			
Other Fund Expenditures by School											
Capital Funds (F15, F17)	\$ -	\$ 83,625	\$ -	\$ 1,069,107	\$ -	\$ -	\$ -	\$ -			
District Insurance (F18)	-	-	-	-	-	-	-	-			
Preschool (F19)	45,660.14	75,141.85	67,371.12	-	-	-	-	-			
Food Services (F21)	94,293	95,759	87,493	-	-	267,483	237,361	44,424			
Transportation (F25)	-	-	-	-	-	-	-	-			
Mill Levy Override Funds (F14, F16, F39, F49)	229,290	362,336	451,668	13,595	17,537,923	497,667	481,398	33,797			
Grant Funds (F22, F26)	158,239	58,956	262,881	6,350	4,113	304,241	123,443	21,980			
Pupil Activities (F23)	30,244	19,046	11,275	4,056	-	63,605	181,243	-			
Pupil Fundraising (F74)	70,396	22,849	44,434	3,977	-	60,450	357,206	28,547			
BASE 49 (F27)	109,091	67,128	66,337	-	1,498	-	-	-			
Total Fund Expenditures	\$ 4,827,040	\$ 4,338,297	\$ 4,014,259	\$ 2,365,208	\$ 17,551,208	\$ 7,551,000	\$ 10,034,561	\$ 1,089,702			

Colorado School District 49
Expenses by Zone & Location as of 6/30/2019 Unaudited



iConnect Zone

General Funds - School Managed F10

Monthly Target:
100.00%

School / Program	Membership Count per CDE F18-19	Free Reduced % FY18-19	Per Pupil Spend FY18-19	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	% used
Pikes Peak Early College	175	-	\$ 6,573	\$ 1,190,008	\$ 1,150,262	\$ 912,263	96.66%
Springs Studio for Academic Excellence	410	11%	4,881	2,228,413	2,001,201	2,003,148	89.80%
Patriot High School	91	-	16,484	1,719,910	1,500,044	1,620,425	87.22%
Falcon Home School	-	-	-	596,551	568,280	619,549	95.26%
iConnect Zone Totals	-	-	-	736,185	995,289	643,292	135.20%
<u>CHARTERED SCHOOLS</u>							
PPSEL	415	14%					
PTEC	267	21%					
BLRA	1,376	11%					
RMCA	1,632	15%					
ICA	705	14%					
LTA	318	-					
GOAL	4,153	60%					
iConnect Zone Totals	9,542			\$ 6,471,066	\$ 6,215,077	\$ 5,798,678	96.04%

	Springs Studio for					
	Pikes Peak Early College	Academic Excellence	Patriot High School	Falcon Home School	iConnect Zone Totals	
<u>General Fund Expenditures</u>						
Salaries	\$ 457,152	\$ 1,154,550	\$ 903,215	\$ 411,106	\$ 605,531	
Employee Benefits	158,283	364,347	274,262	117,025	170,586	
Purchased Prof & Tech Services	6,478	14,165	(4,707)	-	174,278	
Purchased Property Services	4,207	19,254	53,613	2,050	3,140	
Other Purchased Services	424,146	77,335	13,518	5,286	12,951	
Supplies	89,912	193,325	163,564	26,139	25,349	
Property	9,874	110,791	90,544	5,738	300	
Miscellaneous	208	13,175	4,035	937	3,155	
Other Use of Funds	-	54,259	2,000	-	-	
Total Expenditures	\$ 1,150,262	\$ 2,001,201	\$ 1,500,044	\$ 568,280	\$ 995,289	\$ 6,215,077
Personnel Expenditures	53.50%	75.90%	78.50%	92.93%	77.98%	
Implementation Expenditures	46.50%	24.10%	21.50%	7.07%	22.02%	
<u>Other Fund Expenditures by School</u>						
Capital Funds (F15, F17)	\$ -	\$ 137,992	\$ 56,096	\$ -	\$ -	
Food Services (F21)	-	-	24,933	-	-	
Mill Levy Override Funds (F14, F16, F39, F49)	10,390	481,398	481,398	13,655	35,753	
Grant Funds (F22, F26)	2,386	159,353	170,788	2,508	-	
Pupil Activities (F23)	656	12,600	-	4,284	-	
Pupil Fundraising (F74)	702	17,055	20,204	151	1,309	
Total Fund Expenditures	\$ 1,164,397	\$ 2,809,600	\$ 2,253,463	\$ 588,878	\$ 1,032,351	

Colorado School District 49
Expenses by Zone & Location as of 6/30/2019 Unaudited



Internal Vendor Group

General Funds - School Managed F10

Monthly Target:
100.00%

Department	Membership Count per CDE F18-19	Per Pupil Spend FY18-19	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	% used
Facilities		\$ 177.84	\$ 2,267,949	\$ 2,349,805	\$ 2,451,190	103.61%
Transportation		213	2,569,648	2,819,922	2,273,864	109.74%
Warehouse / Food Services		5	49,558	59,612	59,521	120.29%
IT		269	3,281,412	3,550,062	3,079,444	108.19%
Security		26	302,023	348,357	262,591	115.34%
Miscellaneous		-	0	-	640	0.00%
Internal Vendor Group Totals	13,213		\$ 8,470,590	\$ 9,127,758	\$ 8,127,249	107.76%

	Facilities	Transportation	Food Services Warehouse	IT	Security	Miscellaneous	
<u>General Fund Expenditures</u>							
Salaries	\$ 1,550,813	\$ 2,036,139	\$ 35,040	\$ 70,183	\$ 226,299	\$ -	
Employee Benefits	529,031	784,765	14,913	22,661	65,318	-	
Purchased Prof & Tech Services	3,913	24,881	45	2,051,614	261	-	
Purchased Property Services	52,153	27,401	2,703	5,103	-	-	
Other Purchased Services	73,489	90,080	6,333	569,801	5,381	-	
Supplies	130,714	650,491	329	335,536	41,565	-	
Property	13,304	2,032	250	14,419	1,409	-	
Miscellaneous	(3,613)	(795,868)	-	1,299	8,124	-	
Other Use of Funds	-	-	-	479,448	-	-	
Total Expenditures	\$ 2,349,805	\$ 2,819,922	\$ 59,612	\$ 3,550,062	\$ 348,357	\$ -	\$ 9,127,758
Personnel Expenditures	88.51%	100.03%	83.80%	2.62%	83.71%	#DIV/0!	
Implementation Expenditures	11.49%	-0.03%	16.20%	97.38%	16.29%	#DIV/0!	
<u>Other Fund Expenditures by School</u>							
Capital Funds (F15, F17)	\$ 194,887	\$ 1,315,315	\$ -	\$ -	\$ -	\$ -	
Food Services (F21)	-	-	1,443,177	-	-	-	
Transportation (F25)	-	1,331,055	-	-	-	-	
Mill Levy Override Funds (F14, F16, F39, F49)	203,640	-	-	572,508	227,324	-	
Grant Funds (F22, F26)	-	255,248	-	-	-	-	
Pupil Fundraising (F74)	-	12,420	-	-	-	-	
Total Fund Expenditures	\$ 2,748,332	\$ 5,733,959	\$ 1,443,177	\$ 4,122,571	\$ 575,681	\$ -	

Colorado School District 49
Expenses by Zone & Location as of 6/30/2019 Unaudited



Internal Services Group

General Funds - School Managed F10

Monthly Target:
100.00%

School	Membership Count per CDE F18-19	Free Reduced % FY18-19	Per Pupil Spend FY18-19	Total Budget FY19	Actuals to Date FY19	Previous Year to Date	% used
Creekside			\$ 13.02	\$ 190,133	\$ 172,092	\$ 180,220	90.51%
Central Offices			984	9,118,193	13,004,664	12,097,708	142.62%
Board of Education			42	522,648	555,009	547,791	106.19%
Human Resources			74	1,030,487	984,364	1,010,315	95.52%
Community Relations			59	759,213	775,834	743,052	102.19%
Business Office			153	1,841,674	2,022,804	1,851,204	109.84%
District Wide			3	2,267,724	45,803	72,932	2.02%
Internal Services Group	13,213	-		\$ 15,730,072	\$ 17,560,570	\$ 16,503,223	111.64%

	Creekside	Central Offices	Board of Education	Human Resources	Community Relations	Business Office	District Wide	
General Fund Expenditures								
Salaries	\$ 78,530	\$ 5,866,607	\$ 397,558	\$ 641,098	\$ 400,144	\$ 1,314,979	\$ -	
Employee Benefits	30,375	1,900,753	109,800	196,029	124,078	409,777	-	
Purchased Prof & Tech Services	35	1,974,641	-	79,955	114,881	207,322	-	
Purchased Property Services	14,754	193,581	4,423	910	-	4,999	-	
Other Purchased Services	4,076	2,263,443	6,687	15,856	73,846	23,291	45,803	
Supplies	39,949	487,587	35,760	40,487	55,424	12,170	-	
Property	2,568	246,180	728	3,378	6,195	12,229	-	
Miscellaneous	1,806	71,873	53	6,650	1,265	38,038	-	
Other Use of Funds	-	-	-	-	-	-	-	
Total Expenditures	\$ 172,092	\$ 13,004,664	\$ 555,009	\$ 984,364	\$ 775,834	\$ 2,022,804	\$ 45,803	\$ 17,560,570
Personnel Expenditures	63.28%	59.73%	91.41%	85.04%	67.57%	85.27%	0.00%	
Implementation Expenditures	36.72%	40.27%	8.59%	14.96%	32.43%	14.73%	100.00%	
Other Fund Expenditures by School								
Capital Funds (F15, F17)	\$ 328,276	\$ 43,650	\$ -	\$ 19,334	\$ 81,122	\$ 9,601	\$ 778,631	
District Insurance (F18)	-	-	-	-	-	-	873,203	
Preschool (F19)	-	144,028	-	-	-	-	-	
Mill Levy Override Funds (F14, F16, F39, F49)	-	136,306	82,099	-	-	-	11,388,255	
Grant Funds (F22, F26)	-	3,334,654	56,888	3,095	-	95,335	-	
Pupil Fundraising (F74)	-	45,142	-	-	-	(12,383)	-	
BASE 49 (F27)	-	246,061	-	-	-	-	-	
Self Funded Health Insurances (F64)	-	-	-	-	-	-	2,261,245	
Total Fund Expenditures	\$ 500,368	\$ 16,954,504	\$ 693,996	\$ 1,006,794	\$ 856,956	\$ 2,115,357	\$ 15,347,137	

Colorado School District 49
Student Fees E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Falcon Elementary 132			Meridian Ranch Elementary 134			Woodmen Hills Elementary 137		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ 597	\$ 547	\$ 50	\$ 2,433	\$ 1,914	\$ 518	\$ 2,872	\$ 2,865	\$ 8
2nd Grade - 0012	1,110	910	200	2,678	2,258	420	1,235	1,198	37
3rd Grade - 0013	570	357	213	2,800	1,360	1,440	4,092	3,775	317
4th Grade - 0014	1,077	1,078	(0)	3,875	3,065	810	2,449	2,375	74
5th Grade - 0015	890	890	-	2,005	1,668	337	2,220	2,195	24
Kidgergarten - 0019	736	736	-	4,008	2,573	1,435	3,592	3,547	45
Library - 0080	8	-	8	40	40	-	550	-	550
Field Trips - 0089	-	-	-	-	-	-	5,874	5,787	87
Art - 0210	-	-	-	-	-	-	1,013	1,000	13
Art Club - 0212	-	-	-	-	-	-	-	-	-
Painting - 0250	-	-	-	-	-	-	-	-	-
PE - 0800	14	-	14	5	-	5	11	-	11
Cupstacking - 0803	-	-	-	-	-	-	-	-	-
Dance - 0833	-	-	-	-	-	-	-	-	-
5th Grade Camp - 0843	-	-	-	-	-	-	-	-	-
Cooking Club - 0991	-	-	-	-	-	-	-	-	-
Music - 1210	4	-	4	100	100	-	28	-	28
Choir - 1241	-	-	-	4,243	2,826	1,417	6,034	4,305	1,729
Band - 1251	-	-	-	5,057	4,388	670	3,546	1,700	1,846
Technology - 1610	-	-	-	13	-	13	457	-	457
Computer Repair - 1640	-	-	-	-	-	-	-	-	-
Boys Basketball - 1845	-	-	-	-	-	-	-	-	-
CoEd Basketball - 1875	-	-	-	-	-	-	-	-	-
Boys Track & Field - 1890	-	-	-	-	-	-	-	-	-
Cocurricular Nonathletic - 1900	-	-	-	-	-	-	-	-	-
Yearbook - 1903	784	-	784	240	-	240	-	-	-
Makerspace - 1941	-	-	-	-	-	-	-	-	-
Walking Club - 1947	-	-	-	-	-	-	-	-	-
Garden Club - 1957	-	-	-	-	-	-	-	-	-
BoosterThon - 1969	-	-	-	-	-	-	-	-	-
Bobcat Sisterhood - 1979	-	-	-	-	-	-	-	-	-
STEAM - 1982	-	-	-	-	-	-	-	-	-
YMCA - 2001	-	-	-	-	-	-	-	-	-
Tshirts EES - 2002	-	-	-	-	-	-	-	-	-
Grant III - 2003	-	-	-	-	-	-	-	-	-
Battle of the Books - 2004	-	-	-	-	-	-	-	-	-
	\$ 5,789	\$ 4,518	\$ 1,272	\$ 27,496	\$ 20,191	\$ 7,306	\$ 33,972	\$ 28,746	\$ 5,227

Colorado School District 49
Student Fees E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Bennett Ranch Elementary 141			Evans Elementary 131			Remington Elementary 135		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ 1,156	\$ 1,161	\$ (5)	\$ 4,949	\$ 4,449	\$ 500	\$ 3,898	\$ 3,779	\$ 118
2nd Grade - 0012	728	725	\$ 2	6,321	5,364	\$ 958	1,361	726	\$ 635
3rd Grade - 0013	1,127	1,127	\$ 0	7,547	5,629	\$ 1,919	2,819	2,150	\$ 669
4th Grade - 0014	1,202	1,202	\$ 0	10,455	5,203	\$ 5,252	3,414	2,359	\$ 1,055
5th Grade - 0015	916	916	\$ -	51,059	39,110	\$ 11,949	3,005	2,575	\$ 430
Kidgergarten - 0019	952	950	\$ 2	5,137	6,229	\$ (1,092)	2,993	2,990	\$ 3
Library - 0080	196	179	\$ 18	3,895	5,751	\$ (1,856)	-	-	\$ -
Field Trips - 0089	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	-	-	\$ -	-	-	\$ -	2,475	1,766	\$ 709
Art Club - 0212	675	673	\$ 2	-	-	\$ -	4,369	3,918	\$ 451
Painting - 0250	-	-	\$ -	-	-	\$ -	-	-	\$ -
PE - 0800	-	-	\$ -	549	614	\$ (65)	-	-	\$ -
Cupstacking - 0803	-	-	\$ -	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -	4	-	\$ 4
5th Grade Camp - 0843	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -	600	733	\$ (133)
Music - 1210	-	-	\$ -	26	126	\$ (100)	-	-	\$ -
Choir - 1241	310	237	\$ 73	104	428	\$ (324)	-	-	\$ -
Band - 1251	-	-	\$ -	-	-	\$ -	-	-	\$ -
Technology - 1610	-	-	\$ -	-	-	\$ -	-	-	\$ -
Computer Repair - 1640	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -	1,747	609	\$ 1,138
CoEd Basketball - 1875	-	-	\$ -	-	-	\$ -	840	333	\$ 507
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cocurricular Nonathletic - 1900	-	-	\$ -	-	74	\$ (74)	-	-	\$ -
Yearbook - 1903	-	-	\$ -	-	-	\$ -	1,055	-	\$ 1,055
Makerspace - 1941	-	-	\$ -	-	-	\$ -	-	-	\$ -
Walking Club - 1947	-	-	\$ -	-	-	\$ -	-	-	\$ -
Garden Club - 1957	-	-	\$ -	-	-	\$ -	-	-	\$ -
BoosterThon - 1969	-	-	\$ -	-	-	\$ -	1,258	1,258	\$ -
Bobcat Sisterhood - 1979	-	-	\$ -	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	-	-	\$ -	-	-	\$ -
YMCA - 2001	-	-	\$ -	(11,020)	(11,020)	\$ -	17	-	\$ 17
Tshirts EES - 2002	-	-	\$ -	111	-	\$ 111	-	-	\$ -
Grant III - 2003	-	-	\$ -	-	-	\$ -	-	-	\$ -
Battle of the Books - 2004	-	-	\$ -	-	-	\$ -	-	-	\$ -
	\$ 7,261	\$ 7,169	\$ 92	\$ 79,135	\$ 61,957	\$ 17,177	\$ 29,854	\$ 23,198	\$ 6,656

Colorado School District 49
Student Fees E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Springs Ranch Elementary 138			Ridgeview Elementary 136			Stetson Elementary 139		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ 3,013	\$ 3,138	\$ (125)	\$ 3,865	\$ 3,865	\$ -	\$ 4,043	\$ 3,623	\$ 421
2nd Grade - 0012	2,872	2,445	\$ 428	2,682	2,682	\$ -	2,437	3,962	\$ (1,525)
3rd Grade - 0013	4,170	2,797	\$ 1,373	3,276	3,029	\$ 247	1,862	1,864	\$ (2)
4th Grade - 0014	3,426	3,434	\$ (8)	4,810	4,780	\$ 29	1,989	2,612	\$ (623)
5th Grade - 0015	6,431	1,891	\$ 4,540	2,926	2,885	\$ 42	2,345	1,729	\$ 616
Kidgergarten - 0019	3,692	3,909	\$ (217)	3,601	3,292	\$ 309	3,362	3,189	\$ 172
Library - 0080	335	85	\$ 250	431	431	\$ -	551	1,370	\$ (819)
Field Trips - 0089	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	-	-	\$ -	383	383	\$ 0	2	-	\$ 2
Art Club - 0212	-	-	\$ -	-	-	\$ -	-	-	\$ -
Painting - 0250	-	-	\$ -	1,260	515	\$ 745	-	-	\$ -
PE - 0800	(92)	-	\$ (92)	190	190	\$ -	-	-	\$ -
Cupstacking - 0803	366	596	\$ (230)	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -	-	-	\$ -
5th Grade Camp - 0843	16,354	13,132	\$ 3,222	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -	-	-	\$ -
Music - 1210	-	-	\$ -	276	276	\$ -	-	-	\$ -
Choir - 1241	2,357	1,677	\$ 680	6,381	6,677	\$ (296)	456	410	\$ 46
Band - 1251	-	-	\$ -	-	-	\$ -	-	-	\$ -
Technology - 1610	-	-	\$ -	1,134	1,143	\$ (9)	-	-	\$ -
Computer Repair - 1640	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -	-	-	\$ -
CoEd Basketball - 1875	4,450	2,844	\$ 1,606	-	-	\$ -	-	-	\$ -
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -	551	288	\$ 263
Cocurricular Nonathletic - 1900	-	-	\$ -	-	-	\$ -	(15)	-	\$ (15)
Yearbook - 1903	958	1,621	\$ (663)	-	-	\$ -	70	-	\$ 70
Makerspace - 1941	-	-	\$ -	15	13	\$ 1	-	-	\$ -
Walking Club - 1947	-	-	\$ -	-	-	\$ -	285	-	\$ 285
Garden Club - 1957	-	-	\$ -	-	-	\$ -	970	-	\$ 970
BoosterThon - 1969	-	-	\$ -	-	-	\$ -	-	-	\$ -
Bobcat Sisterhood - 1979	1,406	476	\$ 930	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	180	83	\$ 97	-	-	\$ -
YMCA - 2001	-	-	\$ -	-	-	\$ -	-	-	\$ -
Tshirts EES - 2002	-	-	\$ -	-	-	\$ -	-	-	\$ -
Grant III - 2003	-	-	\$ -	-	-	\$ -	-	-	\$ -
Battle of the Books - 2004	-	-	\$ -	-	-	\$ -	-	-	\$ -
	\$ 49,739	\$ 38,046	\$ 11,693	\$ 31,409	\$ 30,244	\$ 1,165	\$ 18,906	\$ 19,046	\$ (140)

Colorado School District 49
Student Fees E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Odyssey Elementary 140			ALLIES 143		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ 2,716	\$ 741	\$ 1,975	\$ -	\$ -	\$ -
2nd Grade - 0012	1,491	1,309	\$ 182	433	411	\$ 22
3rd Grade - 0013	2,047	2,261	\$ (214)	1,485	1,482	\$ 3
4th Grade - 0014	3,167	2,503	\$ 664	1,497	899	\$ 597
5th Grade - 0015	2,729	2,793	\$ (64)	748	1,264	\$ (517)
Kidgergarten - 0019	1,425	1,642	\$ (217)	7	-	\$ 7
Library - 0080	-	-	\$ -	-	-	\$ -
Field Trips - 0089	-	-	\$ -	-	-	\$ -
Art - 0210	-	-	\$ -	-	-	\$ -
Art Club - 0212	-	-	\$ -	-	-	\$ -
Painting - 0250	-	-	\$ -	-	-	\$ -
PE - 0800	-	-	\$ -	-	-	\$ -
Cupstacking - 0803	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -
5th Grade Camp - 0843	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -
Music - 1210	-	-	\$ -	400	-	\$ 400
Choir - 1241	-	-	\$ -	-	-	\$ -
Band - 1251	-	-	\$ -	-	-	\$ -
Technology - 1610	30	-	\$ 30	279	-	\$ 279
Computer Repair - 1640	-	-	\$ -	1,620	-	\$ 1,620
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -
CoEd Basketball - 1875	-	-	\$ -	-	-	\$ -
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -
Cocurricular Nonathletic - 1900	44	-	\$ 44	-	-	\$ -
Yearbook - 1903	127	-	\$ 127	-	-	\$ -
Makerspace - 1941	-	-	\$ -	-	-	\$ -
Walking Club - 1947	-	-	\$ -	-	-	\$ -
Garden Club - 1957	-	-	\$ -	-	-	\$ -
BoosterThon - 1969	-	-	\$ -	-	-	\$ -
Bobcat Sisterhood - 1979	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	-	-	\$ -
YMCA - 2001	-	-	\$ -	-	-	\$ -
Tshirts EES - 2002	-	-	\$ -	-	-	\$ -
Grant III - 2003	-	-	\$ -	-	-	\$ -
Battle of the Books - 2004	140	27	\$ 113	-	-	\$ -
	\$ 13,916	\$ 11,275	\$ 2,641	\$ 6,469	\$ 4,056	\$ 2,413

Colorado School District 49
Student Fees M as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Falcon Middle 220			Horizon Middle 225			Skyview Middle 330		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
6th Grade - 0016	\$ -	\$ -	\$ -	\$ 13,073	\$ 11,543	\$ 1,530	\$ -	\$ -	\$ -
7th Grade - 0017	-	-	\$ -	12,088	9,438	\$ 2,651	-	-	\$ -
8th Grade - 0018	-	-	\$ -	12,580	10,357	\$ 2,223	-	-	\$ -
Mini Course - 0020	18,733	18,733	\$ 1	-	-	\$ -	-	-	\$ -
6th Grade - 0026	37,432	38,637	\$ (1,204)	3,344	3,411	\$ (67)	5,716	5,554	\$ 162
7th Grade - 0027	6,335	7,947	\$ (1,612)	5,190	2,611	\$ 2,579	6,020	6,144	\$ (124)
8th Grade - 0028	4,705	6,403	\$ (1,697)	3,281	1,922	\$ 1,359	18,352	20,540	\$ (2,188)
G/T - 0070	-	-	\$ -	-	-	\$ -	243	243	\$ -
Library - 0080	748	366	\$ 382	75	-	\$ 75	1,207	706	\$ 501
ELL - 0091	-	-	\$ -	-	-	\$ -	243	195	\$ 48
Summer School - 0096	-	-	\$ -	-	-	\$ -	5	-	\$ 5
Textbook Fee - 0099	1,266	789	\$ 477	9	-	\$ 9	-	-	\$ -
Art - 0210	5,196	5,182	\$ 14	-	-	\$ -	4,839	2,400	\$ 2,439
Reading - 0500	-	-	\$ -	-	-	\$ -	501	39	\$ 461
Communications - 0553	-	-	\$ -	-	-	\$ -	243	166	\$ 77
Broadcasting - 0554	-	-	\$ -	-	-	\$ -	250	154	\$ 96
Drama - 0560	944	798	\$ 146	-	-	\$ -	1,038	963	\$ 75
Foreign Language - 0600	-	-	\$ -	-	-	\$ -	243	214	\$ 29
PE - 0800	-	-	\$ -	15,194	5,425	\$ 9,768	5,460	1,379	\$ 4,082
Intramural PE - 0801	-	-	\$ -	-	-	\$ -	243	-	\$ 243
Health & Wellness - 0819	-	-	\$ -	-	-	\$ -	50	-	\$ 50
Family/Consumer Science - 0900	3,477	2,523	\$ 954	-	-	\$ -	4,042	2,604	\$ 1,438
Engineering/Robotics - 1032	-	-	\$ -	-	-	\$ -	133	128	\$ 5
Woodshop - 1060	-	-	\$ -	5	-	\$ 5	-	-	\$ -
Math - 1100	-	-	\$ -	-	-	\$ -	876	958	\$ (82)
Choir - 1241	190	57	\$ 133	55	-	\$ 55	3,597	2,299	\$ 1,298
Show Choir - 1242	37	-	\$ 37	-	-	\$ -	-	-	\$ -
Solo/Ensemble - 1243	342	342	\$ -	-	-	\$ -	-	-	\$ -
Band - 1251	1,873	(385)	\$ 2,258	2,689	2,348	\$ 341	1,950	1,286	\$ 664
Orchestra - 1255	-	-	\$ -	1,412	1,963	\$ (551)	-	-	\$ -
Science - 1310	135	712	\$ (577)	-	-	\$ -	-	-	\$ -
Technology - 1610	3,176	3,047	\$ 129	290	-	\$ 290	1,980	1,035	\$ 945
Tech Insurance - 1640	-	-	\$ -	-	-	\$ -	8,260	-	\$ 8,260

Colorado School District 49
Student Fees M as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Falcon Middle 220			Horizon Middle 225			Skyview Middle 330		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
SPED -1700	-	-	\$ -	-	-	\$ -	2,783	3,542	\$ (759)
General Athletic - 1805	-	-	\$ -	-	-	\$ -	-	-	\$ -
Girls Basketball - 1815	2,542	2,536	\$ 6	1,800	1,800	\$ -	3,121	1,497	\$ 1,624
Spirit Club - 1817	-	-	\$ -	-	-	\$ -	261	20	\$ 241
Softball - 1827	1,709	1,698	\$ 11	992	992	\$ -	1,179	757	\$ 421
Volleyball - 1832	1,975	1,975	\$ -	1,025	1,025	\$ -	2,106	790	\$ 1,316
Boys Basketball - 1845	1,804	1,804	\$ -	1,800	1,800	\$ -	2,819	1,706	\$ 1,113
Football - 1850	4,690	4,690	\$ -	4,223	4,197	\$ 25	6,138	1,237	\$ 4,901
Wrestling - 1863	2,543	2,543	\$ -	2,025	1,626	\$ 399	4,209	2,170	\$ 2,039
Cross Country - 1878	3,116	3,098	\$ 17	708	708	\$ -	3,552	1,051	\$ 2,500
Track - 1890	3,931	3,749	\$ 182	5,813	5,813	\$ -	6,425	3,387	\$ 3,037
Principal Discretionary - 1900	702	425	\$ 277	-	-	\$ -	491	-	\$ 491
Yearbook - 1903	-	-	\$ -	440	440	\$ -	8,005	-	\$ 8,005
Student Council - 1953	-	-	\$ -	-	-	\$ -	1,042	-	\$ 1,042
NJHS - 1954	415	385	\$ 30	555	385	\$ 170	748	-	\$ 748
FCCLA - 1961	-	-	\$ -	-	-	\$ -	628	441	\$ 187
Art Honor Society - 1965	259	259	\$ -	-	-	\$ -	-	-	\$ -
Lego Club - 1966	33	33	\$ -	-	-	\$ -	-	-	\$ -
Grant 2 Pride - 2002	(4,233)	(3,358)	\$ (875)	-	-	\$ -	-	-	\$ -
	\$ 104,076	\$ 104,989	\$ (913)	\$ 88,665	\$ 67,803	\$ 20,862	\$ 108,996	\$ 63,605	\$ 45,390

Colorado School District 49
Student Fees H as of 6/30/2019 Unaudited

Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
PSAT -0030	\$ -	\$ -	\$ -	\$ 1,092	\$ 360	\$ 732	\$ -	\$ -	\$ -
Class fees - 0031	-	-	\$ -	79	19	\$ 60	-	-	\$ -
9th Grade - 0032	-	-	\$ -	3,438	3,245	\$ 193	-	-	\$ -
10th Grade - 0033	-	-	\$ -	4,473	2,303	\$ 2,170	-	-	\$ -
11th Grade - 0034	-	-	\$ -	5,783	3,443	\$ 2,339	-	-	\$ -
11th Grade - 0034	-	-	\$ -	7,102	4,367	\$ 2,735	-	-	\$ -
Library - 0080	1,275	1,046	\$ 228	388	-	\$ 388	40	40	\$ -
Summer School - 0096	17,315	2,590	\$ 14,725	1,990	-	\$ 1,990	9,750	3,619	\$ 6,131
AP Exams - 0098	12,968	12,825	\$ 143	8,961	425	\$ 8,536	1,129	-	\$ 1,129
Textbook Fee - 0099	149	-	\$ 149	4,565	2,155	\$ 2,409	78	78	\$ -
AP Art - 0200	-	-	\$ -	15	-	\$ 15	1,114	17	\$ 1,097
IB Art - 0201	-	-	\$ -	165	-	\$ 165	-	-	\$ -
Art - 0210	3,582	54	\$ 3,528	169	164	\$ 5	122	102	\$ 20
Graphic Desgn - 0220	2,738	1,718	\$ 1,019	3,621	2,170	\$ 1,451	2,273	2,139	\$ 134
49 Design Fee - 0222	209	-	\$ 209	558	-	\$ 558	-	-	\$ -
3D Art - 0225	11,384	6,289	\$ 5,095	5,477	4,554	\$ 923	4,583	4,156	\$ 428
3D Art - 0226	10,678	3,840	\$ 6,838	5,083	4,739	\$ 344	3,028	2,850	\$ 178
AMDED Printing - 0229	-	-	\$ -	20	-	\$ 20	-	-	\$ -
Art II - 0230	-	-	\$ -	315	284	\$ 31	534	534	\$ 0
Ceramics - 0232	173	-	\$ 173	4,839	4,792	\$ 47	6,311	5,635	\$ 676
Ceramics II - 0233	-	-	\$ -	2,205	1,253	\$ 952	-	-	\$ -
Beginning Drawing - 0240	49	-	\$ 49	22	-	\$ 22	-	-	\$ -
Diploma Project - 0249	-	-	\$ -	277	150	\$ 127	-	-	\$ -
Painting - 0250	-	-	\$ -	56	48	\$ 8	1,305	1,441	\$ (136)
Digital Photo - 0260	4,975	157	\$ 4,818	8,795	7,393	\$ 1,401	5,402	4,080	\$ 1,322
AP Art - 0290	1,533	50	\$ 1,483	5	-	\$ 5	221	220	\$ 1
2D Art - 0292	1,580	188	\$ 1,392	1,895	403	\$ 1,491	1,006	940	\$ 66
3D Art - 0293	-	-	\$ -	420	307	\$ 113	-	-	\$ -
Visual Art - 0294	-	-	\$ -	835	295	\$ 541	-	-	\$ -
English - 0500	24	-	\$ 24	528	-	\$ 528	18	16	\$ 3
AP English - 0519	-	-	\$ -	-	-	\$ -	2,002	552	\$ 1,450
AP Lit. - 0531	-	-	\$ -	-	-	\$ -	2,765	129	\$ 2,636
English Lit - 0532	-	-	\$ -	-	-	\$ -	260	259	\$ 1
American Lit. - 0539	-	-	\$ -	-	-	\$ -	1,011	298	\$ 713
AP Lang & Comp - 0549	-	-	\$ -	-	-	\$ -	6,765	3,200	\$ 3,565
One Act Play - 0560	943	240	\$ 703	192	-	\$ 192	1,250	1,214	\$ 36
Drama - 0564	4,082	601	\$ 3,481	-	-	\$ -	-	-	\$ -
Tech Theater - 0566	5,827	-	\$ 5,827	-	-	\$ -	1,716	1,750	\$ (34)
Foreign Lan - 0600	-	-	\$ -	-	-	\$ -	4,656	1,750	\$ 2,906

Colorado School District 49
Student Fees H as of 6/30/2019 Unaudited

Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
American Sign Lang - 0629	-	-	\$ -	-	-	\$ -	2,189	2,100	\$ 88
Health Science - 0700	-	-	\$ -	-	-	\$ -	250	-	\$ 250
PE - 0800	15,591	10,394	\$ 5,197	-	-	\$ -	-	-	\$ -
Adventrure PE - 0801	-	-	\$ -	-	-	\$ -	2,035	2,155	\$ (120)
Interior Design - 0927	-	-	\$ -	-	-	\$ -	2	-	\$ 2
Landscape Design - 1011	750	24	\$ 726	-	-	\$ -	-	-	\$ -
Film making - 1023	-	-	\$ -	-	-	\$ -	1,640	90	\$ 1,551
Engineering/Robotics - 1032	-	-	\$ -	5,405	197	\$ 5,208	20	-	\$ 20
Woodshop - 1060	-	-	\$ -	2,724	2,724	\$ -	-	-	\$ -
IB Design Tech - 1090	-	-	\$ -	454	-	\$ 454	-	-	\$ -
Math - 1100	-	-	\$ -	-	-	\$ -	5,810	346	\$ 5,464
Music Theory - 1211	-	-	\$ -	15	-	\$ 15	396	348	\$ 48
Choir - 1241	60	112	\$ (52)	73	59	\$ 14	3,049	4,874	\$ (1,825)
Womens Select -1242	-	-	\$ -	1,396	1,052	\$ 344	30	-	\$ 30
Solo/Ensemble - 1243	475	382	\$ 93	250	80	\$ 170	-	-	\$ -
Concert Choir - 1244	2,552	2,538	\$ 15	1,294	494	\$ 800	30	-	\$ 30
Women's Ensemble - 1245	138	138	\$ -	3,682	3,344	\$ 338	13	114	\$ (101)
Chamber Choir - 1246	557	481	\$ 77	563	190	\$ 373	-	-	\$ -
Mens Ensemble - 1247	-	-	\$ -	605	614	\$ (9)	-	-	\$ -
All State - 1249	-	-	\$ -	(80)	-	\$ (80)	-	-	\$ -
Concert Band - 1251	2,185	1,974	\$ 211	4,487	3,524	\$ 963	4,427	817	\$ 3,610
Marching Band - 1252	5,107	4,395	\$ 712	6,651	4,645	\$ 2,006	4,920	7,599	\$ (2,679)
Symphonic Band - 1253	1,340	1,296	\$ 44	-	-	\$ -	-	-	\$ -
Wind Ensemble - 1254	1,666	1,893	\$ (227)	-	-	\$ -	-	-	\$ -
Women's Ensemble - 1255	1,695	591	\$ 1,104	-	-	\$ -	-	-	\$ -
Strings -1256	1,609	1,609	\$ -	-	-	\$ -	-	-	\$ -
Jazz Band - 1257	799	-	\$ 799	-	-	\$ -	-	-	\$ -
Guitar - 1258	1,009	103	\$ 906	615	420	\$ 195	-	-	\$ -
Other Instrument - 1259	1,462	-	\$ 1,462	90	-	\$ 90	-	-	\$ -
Musical - 1270	-	-	\$ -	1,259	228	\$ 1,030	-	-	\$ -
Science - 1310	4,412	1,285	\$ 3,127	36	-	\$ 36	521	76	\$ 445
Environmental Science - 1324	-	-	\$ -	-	-	\$ -	243	129	\$ 114
Anatomy - 1325	628	-	\$ 628	-	-	\$ -	2,772	1,502	\$ 1,270
Biology - 1328	-	-	\$ -	-	-	\$ -	8,964	4,864	\$ 4,100
AP Biology - 1329	2,407	1,445	\$ 962	-	-	\$ -	2,155	172	\$ 1,983
Phys Sci - 1330	-	-	\$ -	-	-	\$ -	2,563	2,475	\$ 87
AP Chemisty - 1331	1,781	-	\$ 1,781	-	-	\$ -	2,796	2,262	\$ 535
Physics - 1332	-	-	\$ -	-	-	\$ -	152	-	\$ 152
AP Physics - 1333	-	-	\$ -	-	-	\$ -	63	-	\$ 63

Colorado School District 49
Student Fees H as of 6/30/2019 Unaudited

Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
Linear Physics - 1334	-	-	\$ -	-	-	\$ -	-	(61)	\$ 61
Astrophysics - 1335	-	-	\$ -	-	-	\$ -	-	-	\$ -
Other Physical Science - 1339	6,496	-	\$ 6,496	-	-	\$ -	22	-	\$ 22
Astronomy - 1341	-	-	\$ -	-	-	\$ -	8	378	\$ (371)
Geology - 1342	(210)	-	\$ (210)	-	-	\$ -	-	-	\$ -
Aerospace Aviation- 1345	-	-	\$ -	-	-	\$ -	300	-	\$ 300
Forensics - 1390	2,310	-	\$ 2,310	64	149	\$ (85)	829	771	\$ 58
Bio med Science - 1392	863	-	\$ 863	-	-	\$ -	5,116	3,983	\$ 1,134
Bio Med Innovation - 1393	405	15	\$ 390	-	-	\$ -	-	-	\$ -
Human Body Systems - 1394	450	-	\$ 450	-	-	\$ -	-	-	\$ -
Social Studies - 1500	-	-	\$ -	-	-	\$ -	17,296	275	\$ 17,021
Tech Insurance - 1640	23,813	11,703	\$ 12,110	-	-	\$ -	-	-	\$ -
General Athletic - 1805	14,088	2,597	\$ 11,491	27,802	8,921	\$ 18,881	4,036	2,580	\$ 1,456
Concessions - 1809	-	-	\$ -	-	-	\$ -	-	-	\$ -
Girls Basketball - 1815	8,485	11,934	\$ (3,449)	9,397	7,935	\$ 1,462	6,098	6,098	\$ -
Cheerleading - 1817	22,959	24,399	\$ (1,440)	39,115	35,095	\$ 4,021	10,667	26,890	\$ (16,223)
Girls Golf - 1821	1,788	1,326	\$ 462	2,061	1,759	\$ 302	(460)	(460)	\$ -
Girls Soccer - 1826	4,511	5,836	\$ (1,324)	9,177	6,129	\$ 3,048	4,233	4,092	\$ 141
Softball - 1827	5,950	6,894	\$ (944)	5,349	4,042	\$ 1,307	458	458	\$ 0
Girls Tennis - 1829	1,760	2,256	\$ (496)	4,588	4,530	\$ 58	-	-	\$ -
Dance Team - 1831	-	-	\$ -	675	-	\$ 675	-	-	\$ -
Volleyball - 1832	12,279	10,401	\$ 1,878	14,798	14,109	\$ 690	6,901	6,795	\$ 106
Baseball - 1844	6,620	8,306	\$ (1,686)	3,379	5,137	\$ (1,758)	9,887	9,752	\$ 135
Boys Basketball - 1845	13,859	8,751	\$ 5,108	10,060	8,557	\$ 1,503	9,727	9,727	\$ -
Football - 1850	18,218	10,523	\$ 7,695	26,361	14,390	\$ 11,971	21,910	22,404	\$ (494)
Boys Golf - 1851	2,178	1,711	\$ 467	4,031	3,727	\$ 304	767	767	\$ -
Boys Soccer - 1856	5,138	5,266	\$ (128)	13,087	11,027	\$ 2,060	9,489	9,489	\$ -
Boys Tennis - 1859	-	-	\$ -	3,698	3,653	\$ 46	-	-	\$ -
Wrestling - 1863	7,474	13,107	\$ (5,633)	5,610	5,318	\$ 293	(12,023)	(12,023)	\$ -
Dance - 1870	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cross Country - 1878	7,531	3,535	\$ 3,996	3,621	2,168	\$ 1,453	3,089	3,089	\$ -
Track - 1890	6,015	8,333	\$ (2,318)	8,419	8,021	\$ 398	6,890	6,890	\$ -
Strength & Conditioning -1896	-	-	\$ -	-	-	\$ -	3,430	-	\$ 3,430
Athletic Training - 1895	19	-	\$ 19	-	-	\$ -	1,623	747	\$ 876
Sports Medicine - 1898	895	-	\$ 895	-	-	\$ -	-	-	\$ -
ID Replacement - 1901	4,198	-	\$ 4,198	6,585	549	\$ 6,036	-	-	\$ -
Parking/Security - 1902	3,439	1,133	\$ 2,307	5,280	2,682	\$ 2,598	13,158	13,158	\$ -
Yearbook - 1903	635	-	\$ 635	20,676	15,111	\$ 5,565	29	-	\$ 29
Link - 1906	2,541	779	\$ 1,762	-	-	\$ -	-	-	\$ -

Colorado School District 49
Student Fees H as of 6/30/2019 Unaudited

Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
Class of 2016 - 1916	175	-	\$ 175	-	-	\$ -	-	-	\$ -
Class of 2020 - 1920	5,770	-	\$ 5,770	-	-	\$ -	-	-	\$ -
Class of 2017 - 1917	-	-	\$ -	-	-	\$ -	(16)	-	\$ (16)
Colorgaurd - 1942	-	-	\$ -	-	-	\$ -	85	-	\$ 85
FBLA - 1950	475	502	\$ (27)	3,230	2,930	\$ 300	-	502	\$ (502)
DECA - 1951	248	139	\$ 110	-	-	\$ -	-	-	\$ -
Knowledge Bowl - 1952	-	-	\$ -	56	-	\$ 56	-	-	\$ -
Student Council - 1953	473	444	\$ 29	1,207	2,789	\$ (1,582)	-	-	\$ -
NHS - 1954	290	-	\$ 290	873	905	\$ (32)	-	-	\$ -
Mock Trial - 1956	777	-	\$ 777	1,299	275	\$ 1,024	-	-	\$ -
Key Club - 1960	142	-	\$ 142	-	-	\$ -	-	-	\$ -
Forensic Club - 1965	-	-	\$ -	240	-	\$ 240	-	-	\$ -
NAHS - 1967	-	-	\$ -	1,699	108	\$ 1,591	-	-	\$ -
Environmental Club - 1973	-	-	\$ -	-	-	\$ -	13	-	\$ 13
Key Club - 1981	-	-	\$ -	-	-	\$ -	15	-	\$ 15
School Store - 1982	1	-	\$ 1	275	126	\$ 149	-	-	\$ -
Grant 1 Fees - 2001	-	-	\$ -	-	-	\$ -	470	-	\$ 470
Grant 2 II - 2002	90	-	\$ 90	-	-	\$ -	-	-	\$ -
Counseling - 2122	2,358	1,442	\$ 916	470	28	\$ 442	16	-	\$ 16
IB - 2213	-	-	\$ -	30,704	30,541	\$ 163	-	-	\$ -
	\$ 321,212	\$ 199,590	\$ 121,622	\$ 366,766	\$ 261,148	\$ 105,618	\$ 226,444	\$ 181,243	\$ 45,201

Colorado School District 49
Fundraising E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Falcon Elementary 132			Meridian Ranch Elementary 134			Woodmen Hills Elementary 137		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ -	\$ -	\$ -	\$ 1,671	\$ 1,330	\$ 341	\$ 99	\$ (436)	\$ 536
2nd Grade - 0012	-	-	\$ -	942	467	\$ 475	341	-	\$ 341
3rd Grade - 0013	-	-	\$ -	122	1,030	\$ (908)	124	-	\$ 124
4th Grade - 0014	-	-	\$ -	2,671	1,991	\$ 680	5,513	5,448	\$ 65
5th Grade - 0015	-	-	\$ -	12,593	9,679	\$ 2,914	255	-	\$ 255
Kidgergarten - 0019	-	-	\$ -	373	1,270	\$ (897)	157	129	\$ 28
Library - 0080	233	-	\$ 233	10,723	10,412	\$ 311	9,111	6,351	\$ 2,759
Field Trips - 0089	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	-	-	\$ -	347	39	\$ 308	1,755	479	\$ 1,275
Art Club - 0212	-	-	\$ -	-	-	\$ -	-	-	\$ -
Painting - 0250	-	-	\$ -	-	-	\$ -	-	-	\$ -
PE - 0800	20	-	\$ 20	603	(53)	\$ 656	16	-	\$ 16
Cupstacking - 0803	-	-	\$ -	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -	-	-	\$ -
5th Grade Camp - 0843	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -	-	-	\$ -
Music - 1210	-	-	\$ -	450	357	\$ 93	913	171	\$ 742
Choir - 1241	-	-	\$ -	1,922	1,545	\$ 378	-	-	\$ -
Band - 1251	-	-	\$ -	1,746	1,114	\$ 632	10	-	\$ 10
Technology - 1610	(39)	(39)	\$ -	23	-	\$ 23	1,326	-	\$ 1,326
Computer Repair - 1640	-	-	\$ -	3,755	2,935	\$ 820	-	-	\$ -
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -	-	-	\$ -
CoEd Basketball - 1875	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cocurricular Nonathletic - 1900	11,982	8,930	\$ 3,052	110,799	76,085	\$ 34,714	108,750	51,260	\$ 57,490
Yearbook - 1903	809	-	\$ 809	9,608	1,230	\$ 8,378	2,817	1,718	\$ 1,100
Makerspace - 1941	-	-	\$ -	-	-	\$ -	-	-	\$ -
Walking Club - 1947	-	-	\$ -	-	-	\$ -	-	-	\$ -
Garden Club - 1957	-	-	\$ -	-	-	\$ -	-	-	\$ -
BoosterThon - 1969	-	-	\$ -	-	-	\$ -	-	-	\$ -
Bobcat Sisterhood - 1979	-	-	\$ -	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	-	-	\$ -	-	-	\$ -
YMCA - 2001	-	-	\$ -	0	-	\$ 0	59	-	\$ 59
Tshirts EES - 2002	-	-	\$ -	-	-	\$ -	-	-	\$ -
Grant III - 2003	405	201	\$ 204	-	-	\$ -	-	-	\$ -
Battle of the Books - 2004	-	-	\$ -	-	-	\$ -	-	-	\$ -
	\$ 13,410	\$ 9,092	\$ 4,318	\$ 158,348	\$ 109,430	\$ 48,918	\$ 131,246	\$ 65,119	\$ 66,126

Colorado School District 49
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<u>Student Fees by Program</u>	Bennett Ranch Elementary 141			Evans Elementary 131			Remington Elementary 135		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ -	\$ -	\$ -	\$ (157)	\$ -	\$ (157)	\$ -	\$ -	\$ -
2nd Grade - 0012	-	-	\$ -	(217)	-	\$ (217)	-	-	\$ -
3rd Grade - 0013	-	-	\$ -	(308)	-	\$ (308)	-	-	\$ -
4th Grade - 0014	-	-	\$ -	(621)	-	\$ (621)	-	-	\$ -
5th Grade - 0015	-	-	\$ -	3,197	975	\$ 2,222	775	1,281	\$ (506)
Kidgergarten - 0019	-	-	\$ -	1,584	-	\$ 1,584	-	-	\$ -
Library - 0080	5,027	4,697	\$ 330	2,192	2,795	\$ (603)	6,018	3,186	\$ 2,832
Field Trips - 0089	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	-	-	\$ -	284	-	\$ 284	1,540	2,305	\$ (765)
Art Club - 0212	-	-	\$ -	-	-	\$ -	-	-	\$ -
Painting - 0250	-	-	\$ -	-	-	\$ -	-	-	\$ -
PE - 0800	1,135	-	\$ 1,135	1,168	256	\$ 912	418	316	\$ 102
Cupstacking - 0803	-	-	\$ -	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -	385	385	\$ -
5th Grade Camp - 0843	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -	-	-	\$ -
Music - 1210	-	-	\$ -	(108)	-	\$ (108)	-	-	\$ -
Choir - 1241	7	-	\$ 7	-	-	\$ -	-	-	\$ -
Band - 1251	-	-	\$ -	-	-	\$ -	-	-	\$ -
Technology - 1610	-	-	\$ -	-	-	\$ -	-	-	\$ -
Computer Repair - 1640	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -	-	-	\$ -
CoEd Basketball - 1875	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cocurricular Nonathletic - 1900	4,836	5,939	\$ (1,103)	31,169	25,408	\$ 5,761	22,704	15,163	\$ 7,541
Yearbook - 1903	525	424	\$ 101	2,532	2,837	\$ (305)	385	-	\$ 385
Makerspace - 1941	-	-	\$ -	-	-	\$ -	-	-	\$ -
Walking Club - 1947	-	-	\$ -	-	-	\$ -	-	-	\$ -
Garden Club - 1957	-	-	\$ -	-	-	\$ -	-	-	\$ -
BoosterThon - 1969	-	-	\$ -	5,398	488	\$ 4,910	10,290	9,289	\$ 1,002
Bobcat Sisterhood - 1979	-	-	\$ -	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	-	-	\$ -	-	-	\$ -
YMCA - 2001	-	-	\$ -	-	-	\$ -	-	-	\$ -
Tshirts EES - 2002	-	-	\$ -	-	-	\$ -	0	-	\$ 0
Grant III - 2003	-	-	\$ -	-	-	\$ -	-	-	\$ -
Battle of the Books - 2004	3,549	3,536	\$ 13	-	-	\$ -	-	-	\$ -
	\$ 15,078	\$ 14,595	\$ 483	\$ 46,113	\$ 32,759	\$ 13,353	\$ 42,516	\$ 31,925	\$ 10,591

Colorado School District 49
Fundraising E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Springs Ranch Elementary 138			Ridgeview Elementary 136			Stetson Elementary 139		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ 7	\$ -	\$ 7	\$ -	\$ -	\$ -	\$ 99	\$ (436)	\$ 536
2nd Grade - 0012	-	-	\$ -	-	-	\$ -	341	-	\$ 341
3rd Grade - 0013	-	-	\$ -	-	-	\$ -	124	-	\$ 124
4th Grade - 0014	50	-	\$ 50	-	-	\$ -	5,513	5,448	\$ 65
5th Grade - 0015	2,028	282	\$ 1,746	-	-	\$ -	255	-	\$ 255
Kidgergarten - 0019	61	-	\$ 61	-	-	\$ -	157	129	\$ 28
Library - 0080	10,251	6,286	\$ 3,965	6,505	6,002	\$ 503	9,111	6,351	\$ 2,759
Field Trips - 0089	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	1,944	1,067	\$ 876	1,240	620	\$ 620	1,755	479	\$ 1,275
Art Club - 0212	-	-	\$ -	-	-	\$ -	-	-	\$ -
Painting - 0250	-	-	\$ -	-	-	\$ -	-	-	\$ -
PE - 0800	694	-	\$ 694	769	130	\$ 639	16	-	\$ 16
Cupstacking - 0803	-	-	\$ -	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -	-	-	\$ -
5th Grade Camp - 0843	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -	-	-	\$ -
Music - 1210	539	717	\$ (178)	1,500	-	\$ 1,500	913	171	\$ 742
Choir - 1241	348	-	\$ 348	-	160	\$ (160)	-	-	\$ -
Band - 1251	-	-	\$ -	-	-	\$ -	10	-	\$ 10
Technology - 1610	2,300	299	\$ 2,001	2,132	2,108	\$ 24	1,326	-	\$ 1,326
Computer Repair - 1640	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -	-	-	\$ -
CoEd Basketball - 1875	-	-	\$ -	-	-	\$ -	-	-	\$ -
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -	-	-	\$ -
Cocurricular Nonathletic - 1900	44,170	15,097	\$ 29,072	39,501	24,536	\$ 14,966	108,750	51,260	\$ 57,490
Yearbook - 1903	436	-	\$ 436	-	-	\$ -	2,817	1,718	\$ 1,100
Makerspace - 1941	-	-	\$ -	-	-	\$ -	-	-	\$ -
Walking Club - 1947	1,224	-	\$ 1,224	-	-	\$ -	-	-	\$ -
Garden Club - 1957	-	-	\$ -	-	-	\$ -	-	-	\$ -
BoosterThon - 1969	-	-	\$ -	36,386	36,563	\$ (176)	-	-	\$ -
Bobcat Sisterhood - 1979	100	-	\$ 100	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	-	-	\$ -	-	-	\$ -
YMCA - 2001	1,709	-	\$ 1,709	-	-	\$ -	59	-	\$ 59
Tshirts EES - 2002	-	-	\$ -	-	-	\$ -	-	-	\$ -
Grant III - 2003	-	-	\$ -	-	-	\$ -	-	-	\$ -
Battle of the Books - 2004	-	-	\$ -	-	-	\$ -	-	-	\$ -
	\$ 65,861	\$ 23,749	\$ 42,111	\$ 88,035	\$ 70,119	\$ 17,916	\$ 131,246	\$ 65,119	\$ 66,126

Colorado School District 49
Fundraising E as of 6/30/2019 Unaudited

<u>Student Fees by Program</u>	Odyssey Elementary 140			ALLIES 143		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance
1st Grade - 0011	\$ (631)	\$ 487	\$ (1,118)	\$ -	\$ -	\$ -
2nd Grade - 0012	483	-	\$ 483	-	46	\$ (46)
3rd Grade - 0013	50	-	\$ 50	-	98	\$ (98)
4th Grade - 0014	56	384	\$ (329)	-	103	\$ (103)
5th Grade - 0015	279	888	\$ (609)	-	159	\$ (159)
Kidgergarten - 0019	546	9	\$ 537	-	-	\$ -
Library - 0080	2,439	2,544	\$ (105)	-	-	\$ -
Field Trips - 0089	-	-	\$ -	-	-	\$ -
Art - 0210	895	938	\$ (44)	-	-	\$ -
Art Club - 0212	-	-	\$ -	-	-	\$ -
Painting - 0250	-	-	\$ -	-	-	\$ -
PE - 0800	303	-	\$ 303	-	-	\$ -
Cupstacking - 0803	-	-	\$ -	-	-	\$ -
Dance - 0833	-	-	\$ -	-	-	\$ -
5th Grade Camp - 0843	-	-	\$ -	-	-	\$ -
Cooking Club - 0991	-	-	\$ -	-	-	\$ -
Music - 1210	2,294	1,049	\$ 1,245	-	-	\$ -
Choir - 1241	1,225	515	\$ 710	-	-	\$ -
Band - 1251	-	-	\$ -	-	-	\$ -
Technology - 1610	-	-	\$ -	-	-	\$ -
Computer Repair - 1640	2,630	-	\$ 2,630	-	-	\$ -
Boys Basketball - 1845	-	-	\$ -	-	-	\$ -
CoEd Basketball - 1875	-	-	\$ -	-	-	\$ -
Boys Track & Field - 1890	-	-	\$ -	-	-	\$ -
Cocurricular Nonathletic - 1900	16,735	14,388	\$ 2,347	4,064	3,281	\$ 783
Yearbook - 1903	3,095	2,105	\$ 990	12	-	\$ 12
Makerspace - 1941	-	-	\$ -	-	-	\$ -
Walking Club - 1947	-	-	\$ -	-	-	\$ -
Garden Club - 1957	-	-	\$ -	-	-	\$ -
BoosterThon - 1969	-	-	\$ -	-	-	\$ -
Bobcat Sisterhood - 1979	-	-	\$ -	-	-	\$ -
STEAM - 1982	-	-	\$ -	-	-	\$ -
YMCA - 2001	1	-	\$ 1	-	-	\$ -
Tshirts EES - 2002	(428)	-	\$ (428)	-	-	\$ -
Grant III - 2003	88	-	\$ 88	-	-	\$ -
Battle of the Books - 2004	-	-	\$ -	-	-	\$ -
	\$ 30,059	\$ 23,308	\$ 6,751	\$ 4,076	\$ 3,687	\$ 388

Colorado School District 49
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<u>Student Fees by Program</u>	Falcon Middle 220			Horizon Middle 225			Skyview Middle 330		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
6th Grade - 0016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7th Grade - 0017	-	-	\$ -	-	-	\$ -	-	-	\$ -
8th Grade - 0018	-	-	\$ -	-	274	\$ (274)	-	-	\$ -
Mini Course - 0020	7	-	\$ 7	-	-	\$ -	-	-	\$ -
6th Grade - 0026	1,350	1,327	\$ 22	538	154	\$ 384	825	725	\$ 100
7th Grade - 0027	1,447	1,406	\$ 41	10	-	\$ 10	1	-	\$ 1
8th Grade - 0028	2	-	\$ 2	-	-	\$ -	1,015	1,015	\$ -
G/T - 0070	-	-	\$ -	-	-	\$ -	78	-	\$ 78
Library - 0080	6,830	6,721	\$ 109	1,191	-	\$ 1,191	2,217	2,009	\$ 208
ELL - 0091	-	-	\$ -	-	-	\$ -	1	-	\$ 1
Summer School - 0096	-	-	\$ -	-	-	\$ -	-	-	\$ -
Textbook Fee - 0099	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	1,443	624	\$ 819	351	332	\$ 20	182	-	\$ 182
Reading - 0500	-	-	\$ -	-	-	\$ -	91	-	\$ 91
Communications - 0553	-	-	\$ -	-	-	\$ -	31	-	\$ 31
Broadcasting - 0554	-	-	\$ -	-	-	\$ -	2	-	\$ 2
Drama - 0560	962	333	\$ 628	2,531	2,384	\$ 146	2,774	2,562	\$ 212
Foreign Language - 0600	-	-	\$ -	-	-	\$ -	1	-	\$ 1
PE - 0800	(53)	(106)	\$ 53	127	-	\$ 127	1,039	1,580	\$ (542)
Intramural PE - 0801	-	-	\$ -	-	-	\$ -	-	-	\$ -
Health & Wellness - 0819	-	-	\$ -	-	-	\$ -	304	-	\$ 304
Family/Consumer Science - 0900	-	-	\$ -	-	-	\$ -	93	-	\$ 93
Engineering/Robotics - 1032	-	-	\$ -	-	-	\$ -	63	-	\$ 63
Woodshop - 1060	-	-	\$ -	-	-	\$ -	-	-	\$ -
Math - 1100	-	-	\$ -	-	-	\$ -	217	-	\$ 217
Choir - 1241	50	50	\$ -	1,326	1,056	\$ 271	2,259	2,106	\$ 153
Show Choir - 1242	-	-	\$ -	-	-	\$ -	-	-	\$ -
Solo/Ensemble - 1243	-	-	\$ -	-	-	\$ -	-	-	\$ -
Band - 1251	3,029	1,138	\$ 1,891	6,952	6,013	\$ 939	375	-	\$ 375
Orchestra - 1255	-	-	\$ -	8,933	8,196	\$ 737	-	-	\$ -
Science - 1310	(8)	-	\$ (8)	-	-	\$ -	-	-	\$ -
Technology - 1610	5	-	\$ 5	68	68	\$ -	180	-	\$ 180
Tech Insurance - 1640	-	-	\$ -	-	-	\$ -	-	-	\$ -

Colorado School District 49
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<u>Student Fees by Program</u>	Falcon Middle 220			Horizon Middle 225			Skyview Middle 330		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
SPED -1700	-	-	\$ -	-	-	\$ -	12	(139)	\$ 150
General Athletic - 1805	1,628	1,454	\$ 175	10,082	9,138	\$ 944	10,906	9,000	\$ 1,906
Girls Basketball - 1815	784	784	\$ -	-	-	\$ -	1,517	1,517	\$ -
Spirit Club - 1817	-	-	\$ -	-	-	\$ -	-	-	\$ -
Softball - 1827	1,475	1,433	\$ 42	-	-	\$ -	970	953	\$ 17
Volleyball - 1832	3,180	2,820	\$ 360	-	-	\$ -	640	640	\$ -
Boys Basketball - 1845	685	629	\$ 56	263	-	\$ 263	2,391	1,299	\$ 1,092
Football - 1850	4,690	4,690	\$ -	4,223	4,197	\$ 25	6,138	1,237	\$ 4,901
Wrestling - 1863	2,543	2,543	\$ -	2,025	1,626	\$ 399	4,209	2,170	\$ 2,039
Cross Country - 1878	3,116	3,098	\$ 17	708	708	\$ -	3,552	1,051	\$ 2,500
Track - 1890	3,931	3,749	\$ 182	5,813	5,813	\$ -	6,425	3,387	\$ 3,037
Principal Discretionary - 1900	702	425	\$ 277	-	-	\$ -	491	-	\$ 491
Yearbook - 1903	-	-	\$ -	440	440	\$ -	8,005	-	\$ 8,005
Student Council - 1953	-	-	\$ -	-	-	\$ -	1,042	-	\$ 1,042
NJHS - 1954	415	385	\$ 30	555	385	\$ 170	748	-	\$ 748
FCCLA - 1961	-	-	\$ -	-	-	\$ -	628	441	\$ 187
Art Honor Society - 1965	259	259	\$ -	-	-	\$ -	-	-	\$ -
Lego Club - 1966	33	33	\$ -	-	-	\$ -	-	-	\$ -
Grant 2 Pride - 2002	(4,233)	(3,358)	\$ (875)	-	-	\$ -	-	-	\$ -
	\$ 34,271	\$ 30,437	\$ 3,834	\$ 46,135	\$ 40,783	\$ 5,352	\$ 59,419	\$ 31,554	\$ 27,865

Colorado School District 49
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Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
PSAT -0030	\$ -	\$ -	\$ -	\$ 852	\$ -	\$ 852	\$ -	\$ -	\$ -
Class fees - 0031	584	-	\$ 584	318	-	\$ 318	-	-	\$ -
9th Grade - 0032	-	-	\$ -	-	-	\$ -	-	-	\$ -
10th Grade - 0033	-	-	\$ -	-	-	\$ -	-	-	\$ -
11th Grade - 0034	-	-	\$ -	-	-	\$ -	-	-	\$ -
11th Grade - 0034	-	-	\$ -	-	-	\$ -	-	-	\$ -
Library - 0080	2,430	1,900	\$ 530	1,195	-	\$ 1,195	47	-	\$ 47
Summer School - 0096	-	-	\$ -	1,650	-	\$ 1,650	-	-	\$ -
AP Exams - 0098	21,493	20,976	\$ 517	615	-	\$ 615	1,770	-	\$ 1,770
Textbook Fee - 0099	5,434	-	\$ 5,434	4,964	285	\$ 4,679	81	-	\$ 81
AP Art - 0200	-	-	\$ -	-	-	\$ -	-	-	\$ -
IB Art - 0201	-	-	\$ -	-	-	\$ -	-	-	\$ -
Art - 0210	727	14	\$ 713	1,011	775	\$ 236	-	-	\$ -
Graphic Desgn - 0220	-	-	\$ -	-	-	\$ -	-	-	\$ -
49 Design Fee - 0222	-	-	\$ -	1,486	(100)	\$ 1,586	-	-	\$ -
3D Art - 0225	-	-	\$ -	11	-	\$ 11	-	-	\$ -
3D Art - 0226	-	-	\$ -	-	-	\$ -	-	-	\$ -
AMDED Printing - 0229	-	-	\$ -	169	-	\$ 169	-	-	\$ -
Art II - 0230	-	-	\$ -	-	-	\$ -	-	-	\$ -
Ceramics - 0232	-	-	\$ -	-	-	\$ -	-	-	\$ -
Ceramics II - 0233	-	-	\$ -	-	-	\$ -	-	-	\$ -
Beginning Drawing - 0240	-	-	\$ -	-	-	\$ -	-	-	\$ -
Diploma Project - 0249	-	-	\$ -	-	-	\$ -	-	-	\$ -
Painting - 0250	75	-	\$ 75	-	-	\$ -	-	-	\$ -
Digital Photo - 0260	-	-	\$ -	-	-	\$ -	15	-	\$ 15
AP Art - 0290	-	-	\$ -	-	-	\$ -	-	-	\$ -
2D Art - 0292	-	-	\$ -	-	-	\$ -	-	-	\$ -
3D Art - 0293	-	-	\$ -	-	-	\$ -	-	-	\$ -
Visual Art - 0294	-	-	\$ -	-	-	\$ -	-	-	\$ -
English - 0500	1,115	-	\$ 1,115	783	-	\$ 783	-	-	\$ -
AP English - 0519	-	-	\$ -	-	-	\$ -	-	-	\$ -
AP Lit. - 0531	-	-	\$ -	-	-	\$ -	-	-	\$ -
English Lit - 0532	8	-	\$ 8	-	-	\$ -	-	-	\$ -
American Lit. - 0539	-	-	\$ -	-	-	\$ -	802	1,220	\$ (418)
AP Lang & Comp - 0549	-	-	\$ -	-	-	\$ -	-	-	\$ -
One Act Play - 0560	304	-	\$ 304	4,755	500	\$ 4,255	25,372	23,367	\$ 2,006
Drama - 0564	7,036	1,346	\$ 5,690	2,093	803	\$ 1,290	-	-	\$ -
Tech Theater - 0566	20	-	\$ 20	-	-	\$ -	-	-	\$ -
Foreign Lan - 0600	1,364	-	\$ 1,364	15	-	\$ 15	-	-	\$ -

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Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
American Sign Lang - 0629	-	-	\$ -	-	-	\$ -	-	-	\$ -
Health Science - 0700	26,724	10,879	\$ 15,845	-	-	\$ -	12,551	9,572	\$ 2,979
PE - 0800	36	-	\$ 36	-	-	\$ -	-	-	\$ -
Adventrue PE - 0801	-	-	\$ -	-	-	\$ -	57	-	\$ 57
Interior Design - 0927	-	-	\$ -	-	-	\$ -	1,801	-	\$ 1,801
Landscape Design - 1011	-	-	\$ -	-	-	\$ -	-	-	\$ -
Film making - 1023	-	-	\$ -	-	-	\$ -	-	-	\$ -
Engineering/Robotics - 1032	289	-	\$ 289	988	-	\$ 988	206	321	\$ (114)
Woodshop - 1060	-	-	\$ -	5	-	\$ 5	-	-	\$ -
IB Design Tech - 1090	-	-	\$ -	-	-	\$ -	-	-	\$ -
Math - 1100	96	-	\$ 96	85	-	\$ 85	-	-	\$ -
Music Theory - 1211	-	-	\$ -	-	-	\$ -	-	-	\$ -
Choir - 1241	21,476	20,678	\$ 798	8,279	6,344	\$ 1,934	12,292	12,071	\$ 222
Womens Select -1242	-	-	\$ -	-	-	\$ -	-	-	\$ -
Solo/Ensemble - 1243	-	-	\$ -	-	-	\$ -	-	-	\$ -
Concert Choir - 1244	278	300	\$ (22)	-	-	\$ -	-	-	\$ -
Women's Ensemble - 1245	-	-	\$ -	-	-	\$ -	-	125	\$ (125)
Chamber Choir - 1246	-	-	\$ -	-	-	\$ -	-	-	\$ -
Mens Ensemble - 1247	-	-	\$ -	-	-	\$ -	-	-	\$ -
All State - 1249	-	-	\$ -	-	-	\$ -	-	-	\$ -
Concert Band - 1251	264	-	\$ 264	290	136	\$ 153	1,238	1,265	\$ (26)
Marching Band - 1252	10,028	9,286	\$ 743	1,065	531	\$ 534	15,614	15,997	\$ (383)
Symphonic Band - 1253	-	-	\$ -	-	-	\$ -	-	-	\$ -
Wind Ensemble - 1254	2,115	-	\$ 2,115	-	-	\$ -	-	-	\$ -
Women's Ensemble - 1255	-	-	\$ -	-	-	\$ -	-	-	\$ -
Strings -1256	-	-	\$ -	-	-	\$ -	-	-	\$ -
Jazz Band - 1257	10	-	\$ 10	-	-	\$ -	-	-	\$ -
Guitar - 1258	-	-	\$ -	-	-	\$ -	-	-	\$ -
Other Instrument - 1259	-	-	\$ -	-	-	\$ -	-	-	\$ -
Musical - 1270	9,245	2,906	\$ 6,339	5,715	2,184	\$ 3,531	-	-	\$ -
Science - 1310	-	-	\$ -	231	-	\$ 231	0	-	\$ 0
Environmental Science - 1324	-	-	\$ -	-	-	\$ -	-	-	\$ -
Anatomy - 1325	-	-	\$ -	-	-	\$ -	-	-	\$ -
Biology - 1328	-	-	\$ -	-	-	\$ -	-	-	\$ -
AP Biology - 1329	-	-	\$ -	-	-	\$ -	54	-	\$ 54
Phys Sci - 1330	-	-	\$ -	-	-	\$ -	-	-	\$ -
AP Chemisty - 1331	-	-	\$ -	-	-	\$ -	-	-	\$ -
Physics - 1332	-	-	\$ -	-	-	\$ -	-	-	\$ -
AP Physics - 1333	-	-	\$ -	-	-	\$ -	-	-	\$ -

Colorado School District 49
Fundraising H as of 6/30/2019 Unaudited

Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
Linear Physics - 1334	-	-	\$ -	-	-	\$ -	-	-	\$ -
Astrophysics - 1335	-	-	\$ -	-	-	\$ -	-	-	\$ -
Other Physical Science - 1339	364	-	\$ 364	-	-	\$ -	-	-	\$ -
Astronomy - 1341	-	-	\$ -	-	-	\$ -	-	-	\$ -
Geology - 1342	-	-	\$ -	-	-	\$ -	1	-	\$ 1
Aerospace Aviation- 1345	-	-	\$ -	-	-	\$ -	-	-	\$ -
Forensics - 1390	-	-	\$ -	453	437	\$ 16	-	-	\$ -
Bio med Science - 1392	-	-	\$ -	-	-	\$ -	158	-	\$ 158
Bio Med Innovation - 1393	-	-	\$ -	-	-	\$ -	-	-	\$ -
Human Body Systems - 1394	-	-	\$ -	-	-	\$ -	-	-	\$ -
Social Studies - 1500	100	261	\$ (160)	-	-	\$ -	-	-	\$ -
Tech Insurance - 1640	3,195	-	\$ 3,195	-	-	\$ -	-	-	\$ -
General Athletic - 1805	33,597	7,031	\$ 26,565	11,635	6,395	\$ 5,239	2,010	2,348	\$ (338)
Concessions - 1809	9,769	10,172	\$ (403)	13,504	7,552	\$ 5,952	-	-	\$ -
Girls Basketball - 1815	15,556	18,326	\$ (2,771)	2,039	1,317	\$ 722	8,485	6,155	\$ 2,330
Cheerleading - 1817	34,114	38,464	\$ (4,349)	1,838	2,805	\$ (967)	73,000	107,794	\$ (34,794)
Girls Golf - 1821	118	-	\$ 118	3,619	3,489	\$ 130	666	589	\$ 78
Girls Soccer - 1826	7,365	3,703	\$ 3,662	3,170	503	\$ 2,667	6,983	3,680	\$ 3,303
Softball - 1827	11,302	8,870	\$ 2,432	2,440	1,139	\$ 1,301	19,168	12,147	\$ 7,022
Girls Tennis - 1829	1,049	804	\$ 246	1,821	1,674	\$ 147	-	-	\$ -
Dance Team - 1831	-	-	\$ -	611	-	\$ 611	-	-	\$ -
Volleyball - 1832	12,570	6,405	\$ 6,166	9,177	2,897	\$ 6,280	12,765	9,189	\$ 3,577
Baseball - 1844	4,962	5,612	\$ (650)	12,181	4,322	\$ 7,860	9,752	6,164	\$ 3,589
Boys Basketball - 1845	6,513	2,624	\$ 3,888	9,024	8,958	\$ 66	22,512	23,706	\$ (1,194)
Football - 1850	41,874	31,175	\$ 10,698	13,938	12,812	\$ 1,126	6,469	12,034	\$ (5,566)
Boys Golf - 1851	4,231	1,426	\$ 2,806	2,006	1,799	\$ 208	2,446	1,290	\$ 1,156
Boys Soccer - 1856	5,766	5,394	\$ 372	1,867	833	\$ 1,034	14,460	11,802	\$ 2,658
Boys Tennis - 1859	-	-	\$ -	654	448	\$ 206	-	-	\$ -
Wrestling - 1863	6,054	6,163	\$ (109)	1,769	817	\$ 953	5,360	698	\$ 4,662
Dance - 1870	-	-	\$ -	-	-	\$ -	801	454	\$ 346
Cross Country - 1878	1,664	344	\$ 1,319	1,049	-	\$ 1,049	1,670	2,080	\$ (410)
Track - 1890	225	155	\$ 70	2,502	562	\$ 1,940	7,664	7,024	\$ 640
Athletic Training - 1895	90	-	\$ 90	2,005	80	\$ 1,925	2,783	1,661	\$ 1,122
Sports Medicine - 1898	961	64	\$ 897	-	-	\$ -	-	-	\$ -
ID Replacement - 1901	-	-	\$ -	788	-	\$ 788	-	-	\$ -
Parking/Security - 1902	6,953	3,737	\$ 3,216	156	-	\$ 156	195	50	\$ 145
Yearbook - 1903	16,494	7,744	\$ 8,750	631	-	\$ 631	29,038	10,274	\$ 18,764
Link - 1906	590	572	\$ 18	683	264	\$ 419	3,618	2,853	\$ 764
Class of 2016 - 1916	1,262	-	\$ 1,262	-	-	\$ -	-	-	\$ -

Colorado School District 49
Fundraising H as of 6/30/2019 Unaudited

Student Fees by Program	Falcon High			Sand Creek High			Vista Ridge High		
	Revenue	Expenses	Balance	Revenue	Expenses	Balance	Revenue	Expenses	Balance
Class of 2020 - 1920	23,905	19,762	\$ 4,143	274	-	\$ 274	-	-	\$ -
Class of 2017 - 1917	-	-	\$ -	-	-	\$ -	16	-	\$ 16
Colorgaurd - 1942	28	-	\$ 28	-	-	\$ -	-	-	\$ -
FBLA - 1950	9,237	7,393	\$ 1,844	20,625	16,267	\$ 4,358	852	1,985	\$ (1,132)
DECA - 1951	3,782	1,958	\$ 1,824	-	-	\$ -	-	-	\$ -
Knowledge Bowl - 1952	8	-	\$ 8	-	-	\$ -	300	-	\$ 300
Student Council - 1953	54,356	42,018	\$ 12,338	30,280	25,045	\$ 5,235	62,047	29,306	\$ 32,741
NHS - 1954	1,072	919	\$ 153	2,675	2,374	\$ 300	989	1,134	\$ (145)
Mock Trial - 1956	-	-	\$ -	1,982	556	\$ 1,426	54	21	\$ 33
Key Club - 1960	411	378	\$ 33	227	-	\$ 227	-	-	\$ -
Forensic Club - 1965	-	-	\$ -	-	-	\$ -	100	-	\$ 100
NAHS - 1967	-	-	\$ -	(87)	-	\$ (87)	-	-	\$ -
Environmental Club - 1973	-	-	\$ -	-	-	\$ -	292	-	\$ 292
Key Club - 1981	-	-	\$ -	-	-	\$ -	1,942	1,827	\$ 115
School Store - 1982	280	66	\$ 214	151	-	\$ 151	985	635	\$ 350
Grant 1 Fees - 2001	-	-	\$ -	37	-	\$ 37	133	-	\$ 133
Grant 2 II - 2002	33	-	\$ 33	99	-	\$ 99	-	-	\$ -
Counseling - 2122	332	401	\$ (69)	7,363	2,043	\$ 5,319	256	-	\$ 256
IB - 2213	-	-	\$ -	158	152	\$ 6	-	-	\$ -
	\$ 431,333	\$ 300,226	\$ 131,107	\$ 199,918	\$ 116,996	\$ 82,922	\$ 369,872	\$ 320,837	\$ 49,035

BOARD OF EDUCATION ITEM 5
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Kathleen Granaas

TITLE OF AGENDA ITEM: Overview of 2019 State Assessment Performance

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

The purpose of state assessment is to indicate the degree to which students have mastered the expectations of the Colorado Academic Standards. This overview will include District 49 state assessment data from spring of 2019. Data will include the 5th year administration of CMAS (Colorado Measures of Academic Success) and data from the College Board suite of assessments to include SAT, PSAT 10 and PSAT 9.

RATIONALE:

An overview of the state assessment results provides board members background and insight into the district's performance on these assessments.

RELEVANT DATA AND EXPECTED OUTCOMES:

CMAS, PSAT and SAT achievement data will be presented. Data will include current performance levels, trends of performance over time, as well as how our performance compares to the state and to other comparators and competitors.

INNOVATION AND INTELLIGENT RISK:

Analysis of these data will provide district and school leaders opportunities to evaluate what programming is effective and where new approaches may be needed. The data and assessment team leveraged input from school assessment coordinators and others to set goals and actions steps to achieve continuous improvement in assessment.

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Assessment data provides input on our performance as a district, how schools prepare students, and how students are progressing.

Culture	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	
Strategy	Rock #1—Establish enduring <u>trust</u> throughout our community	Student data tells a story of a collection of individual students' progress on a path towards <i>learning</i> . <i>Care</i> and <i>respect</i> are the best lens to view these data to build <i>trust</i> .
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	Assessment results are one guide families and the <i>community</i> use to gage performance of the district and schools.
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Assessment results are used to evaluate the effectiveness of instruction and programming of our portfolio of schools.

BOE Work Session August 28, 2019
Item 5 continued

Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	Overall school and individual student assessment results provide teachers and leaders with information to support instructional programming decisions and develop individual student plans so every student succeeds.

BUDGET IMPACT: N/A

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Amber Whetstine

DATE: August 15, 2019



The State of Assessment Summary of Results

District 49 Board of Education Meeting
August 28, 2019

Presented by Kathleen Granaas,
Coordinator of Academic Performance

Firm Foundation



Focus: Review the district's recently released state assessment data through the lens of our strategic priority



Agenda



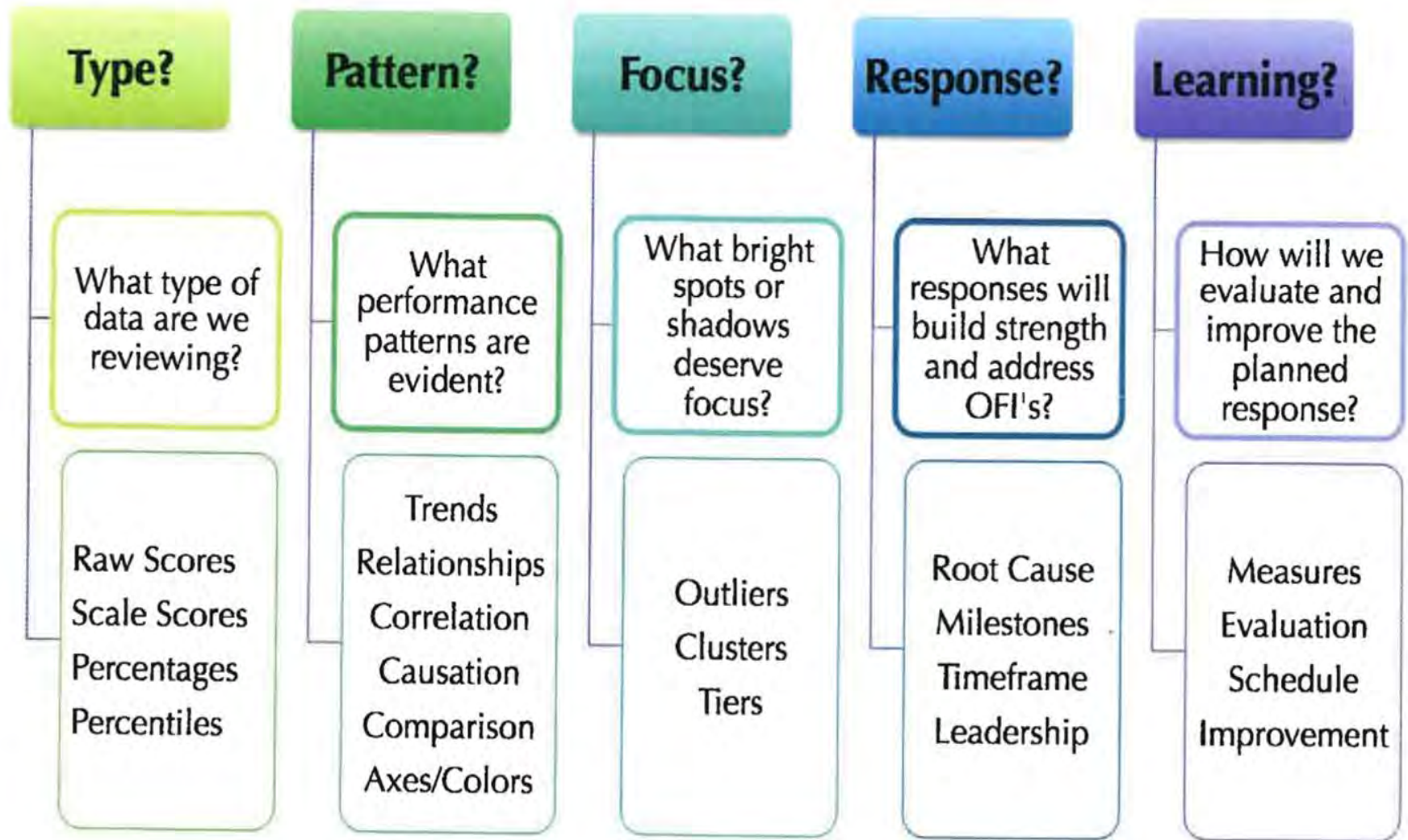
- Data review guide
- Overview of the assessments
- Review of CMAS and PSAT/SAT data
- 2020 Testing Calendar

Conveying the Data

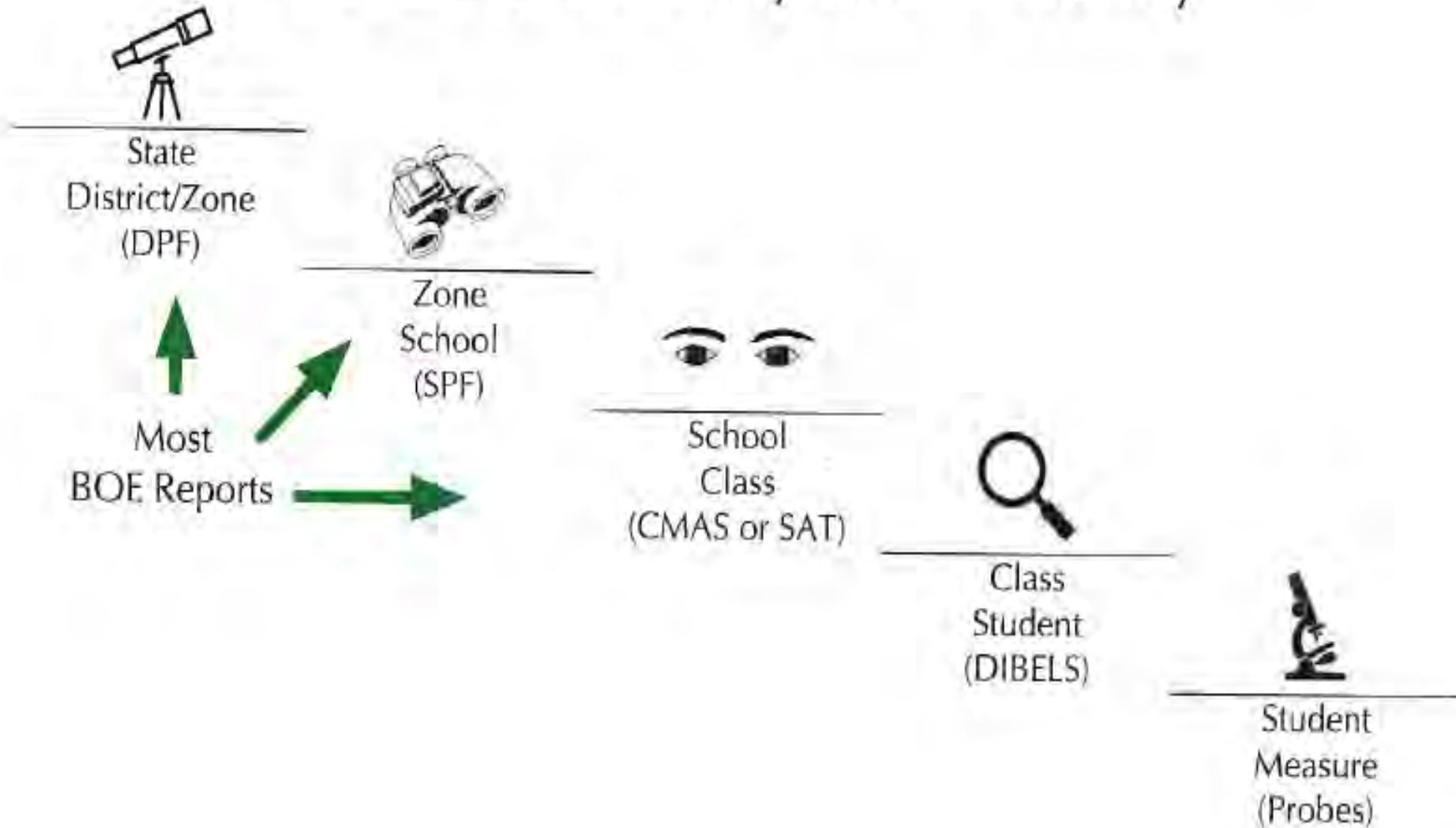


- Levels: Performance levels, current performance
- Trends: Looking at our performance over time
- Comparisons: How our data compares to others

Board *Performance Data* Review Guide



Levels of Scrutiny and Visibility



Individual data



- Part of a body of evidence to include report cards, classroom performance and teacher feedback to provide a complete picture of your student's progress
- Measures the skills students need today, such as the ability to think critically and solve complex problems
- Tracks yearly individual student improvement

Aggregated data



- Districts and schools can use to monitor their programs' effectiveness
- Allows administrators and teachers
 - to see how their students are performing against the standards
 - to identify areas where they may need to adjust their practice in the future
- Provides school and district comparisons and accountability information for parents, students, and the community

Spring 2019 State Assessments



CMAS ELA and Math and CoAlt - DLM	3 rd – 8 th grades
CMAS Science and CoAlt Science	5 th , 8 th and 11 th grades
CMAS Social Studies and CoAlt Social Studies	4 th and 7 th grade sample schools
PSAT 8/9	9 th graders
PSAT 10	10 th graders
SAT	11 th graders

Spring 2019 CMAS State Assessments



CMAS ELA and Math and CoAlt - DLM	3 rd – 8 th grades
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CMAS mathematics and English language arts assessments were first administered in 2014-2015.

The purpose of the CMAS assessments is to indicate the degree to which students have mastered the expectations of the Colorado Academic Standards (CAS) in each content area at the end of the tested grade level.

Required by federal and state statute.

CMAS Performance Levels



Math and ELA	Science and Social Studies
Level 5: Exceeded Expectations	Level 4: Met Expectations
Level 4: Met Expectations	Level 3: Approached Expectations
Level 3: Approached Expectations	Level 2: Partially Met Expectations
Level 2: Partially Met Expectations	Level 1 Did Not Yet Meet Expectations
Level 1 Did Not Yet Meet Expectations	

Performance levels are criterion referenced

- Based on meeting the expectations of the CAS
- Not dependent on the performance of other students

Spring 2019 CMAS - State Assessments



CMAS Science and CoAlt Science	5 th , 8 th and 11 th grades
CMAS Social Studies and CoAlt Social Studies	4 th and 7 th grade sample schools
<p>First given in 2015.</p> <p>Science results are used for evaluating students' mastery of the CAS and evaluating the performance of districts and schools. Required by federal and state statute.</p> <p>The state uses social studies assessment results for evaluating students' mastery of the CAS. Required by state statute on a sampling basis.</p>	

Conveying the Data



- Levels: Mean scale score on CMAS ELA and math
- Trends: Performance over 5 years
- Comparisons: Schools compared to district and state averages

Power Zone



		ALLIES						
		15	16	17	18	19	D49	CO
3	ELA						698	742 740
	Math						709	741 740
4	ELA						716	747 745
	Math						704	736 735
5	ELA						736	751 747
	Math						717	738 738
	Science						604	615 600

		RIDGEVIEW ELEMENTARY SCHOOL						
		15	16	17	18	19	D49	CO
3	ELA						751	742 740
	Math						748	741 740
4	ELA						750	747 745
	Math						741	736 735
5	ELA						759	751 747
	Math						751	738 738
	Science						610	615 600

		ODYSSEY ELEMENTARY SCHOOL						
		15	16	17	18	19	D49	CO
3	ELA						748	742 740
	Math						743	741 740
4	ELA						741	747 745
	Math						724	736 735
5	ELA						753	751 747
	Math						728	738 738
	Science						585	615 600

		STETSON ELEMENTARY SCHOOL						
		15	16	17	18	19	D49	CO
3	ELA						741	742 740
	Math						746	741 740
4	ELA						754	747 745
	Math						740	736 735
5	ELA						750	751 747
	Math						732	738 738
	Science						609	615 600

		SKYVIEW MIDDLE SCHOOL						
		15	16	17	18	19	D49	CO
6	ELA						743	745 743
	Math						730	731 732
7	ELA						741	746 745
	Math						732	734 735
8	ELA						761	755 745
	Math						736	738 736
	Science						595	600 580

The Best Choice to Learn, Work and Lead

Sand Creek Zone



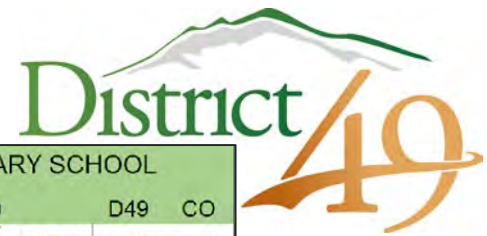
EVANS INTERNATIONAL ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA						733	742	740
	Math						728	741	740
4	ELA						740	747	745
	Math						732	736	735
5	ELA						739	751	747
	Math						726	738	738
	Science						594	615	600

REMINGTON ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA						752	742	740
	Math						753	741	740
4	ELA						745	747	745
	Math						743	736	735
5	ELA						757	751	747
	Math						744	738	738
	Science						614	615	600

HORIZON MIDDLE SCHOOL									
		15	16	17	18	19		D49	CO
6	ELA						744	745	743
	Math						731	731	732
7	ELA						748	746	745
	Math						734	734	735
8	ELA						750	755	745
	Math						740	738	736
	Science						604	600	580

SPRINGS RANCH ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA						750	742	740
	Math						752	741	740
4	ELA						758	747	745
	Math						754	736	735
5	ELA						755	751	747
	Math						750	738	738
	Science						633	615	600

Falcon Zone



BENNETT RANCH ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA							739	742 740
	Math							738	741 740
4	ELA							747	747 745
	Math							741	736 735
5	ELA							750	751 747
	Math							739	738 738
	Science							622	615 600

MERIDIAN RANCH ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA							756	742 740
	Math							757	741 740
4	ELA							756	747 745
	Math							750	736 735
5	ELA							751	751 747
	Math							745	738 738
	Science							606	615 600

FALCON ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA							729	742 740
	Math							740	741 740
4	ELA							739	747 745
	Math							738	736 735
5	ELA							750	751 747
	Math							741	738 738
	Science							634	615 600













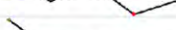

WOODMEN HILLS ELEMENTARY SCHOOL									
		15	16	17	18	19		D49	CO
3	ELA							746	742 740
	Math							747	741 740
4	ELA							748	747 745
	Math							739	736 735
5	ELA							751	751 747
	Math							747	738 738
	Science							640	615 600

FALCON MIDDLE SCHOOL									
		15	16	17	18	19		D49	CO
6	ELA							747	745 743
	Math							732	731 732
7	ELA							749	746 745
	Math							735	734 735
8	ELA							756	755 745
	Math							739	738 736
	Science							608	600 580

The Best Choice to Learn, Work and Lead

iConnect Zone



BANNING LEWIS RANCH ACADEMY									
		15	16	17	18	19		D49	CO
3	ELA						747	742	740
	Math						744	741	740
4	ELA						752	747	745
	Math						738	736	735
5	ELA						755	751	747
	Math						739	738	738
	Science						653	615	600
6	ELA						748	745	743
	Math						732	731	732
7	ELA						752	746	745
	Math						739	734	735
8	ELA						749	755	745
	Math						739	738	736
	Science						572	600	580

LIBERTY TREE ACADEMY								
		15	16	17	18	19	D49	CO
3	ELA						731	742 740
	Math						737	741 740
4	ELA						749	747 745
	Math						743	736 735
5	ELA						750	751 747
	Math						738	738 738
	Science						580	615 600
6	ELA						754	745 743
	Math						745	731 732
7	ELA						766	746 745
	Math						747	734 735
8	ELA						764	755 745
	Math						756	738 736
	Science						605	600 580

GRAND PEAK ACADEMY								
		15	16	17	18	19	D49	CO
3	ELA		738	742	740			
	Math		738	741	740			
4	ELA		741	747	745			
	Math		724	736	735			
5	ELA		741	751	747			
	Math		724	738	738			
	Science		582	615	600			
6	ELA		740	745	743			
	Math		732	731	732			
7	ELA		745	746	745			
	Math		737	734	735			
8	ELA		758	755	745			
	Math		737	738	736			
	Science		603	600	580			

The Best Choice to Learn, Work and Lead

iConnect Zone



		15	16	17	18	19		D49	CO
3	ELA						743	742	740
	Math						737	741	740
4	ELA						741	747	745
	Math						722	736	735
5	ELA						760	751	747
	Math						737	738	738
	Science						632	615	600
6	ELA						743	745	743
	Math						735	731	732
7	ELA						750	746	745
	Math						740	734	735
8	ELA						765	755	745
	Math						754	738	736
	Science						636	600	580

		15	16	17	18	19		D49	CO
6	ELA						743	745	743
	Math						726	731	732
7	ELA						734	746	745
	Math						732	734	735
8	ELA08						734	755	745
	MAT08						720	738	736
	Science						567	600	580

		15	16	17	18	19		D49	CO
3	ELA						739	742	740
	Math						727	741	740
4	ELA						743	747	745
	Math						720	736	735
5	ELA						752	751	747
	Math						728	738	738
	Science						603	615	600
6	ELA						748	745	743
	Math						726	731	732
7	ELA						746	746	745
	Math						730	734	735
8	ELA						760	755	745
	Math						733	738	736
	Science						618	600	580

		15	16	17	18	19		D49	CO
3	ELA						757	742	740
	Math						736	741	740
4	ELA						748	747	745
	Math						730	736	735
5	ELA						752	751	747
	Math						739	738	738
	Science						640	615	600
6	ELA						741	745	743
	Math						730	731	732
7	ELA						746	746	745
	Math						741	734	735
8	ELA						743	755	745
	Math						741	738	736
	Science						591	600	580

The Best Choice to Learn, Work and Lead

Conveying the Data



- Levels: Percentage of students scoring in the “meets or exceeds” performance levels
- Trends: Schools compared to their prior year’s performance
- Comparisons: Across grade levels and schools

Increases over Prior Year



Elementary Increases in % Meets & Exceeds over Last Year

Test Code	Met & Exceeded																
	ALLIES 18-19	BLRA 18-19	BRES 18-19	EIES 18-19	FES 18-19	GPA 18-19	LTA 18-19	MRES 18-19	OES 18-19	PPSEL 18-19	RES 18-19	RMCA 18-19	RVES 18-19	SES 18-19	SRES 18-19	SSAE 18-19	WHES 18-19
ELA03	↓	↓	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↓	↓	↑	↑
ELA04	↓	↑	↑	↑	↓	↑	↑	↑	↓	↓	↑	↓	↑	↑	↓	↑	↓
ELA05	↑	↓	↑	↑	↓	↓	↑	↑	↑	↑	↑	↓	↑	↑	↑	↓	↑
MAT03	↑	↑	↑	↓	↑	↑	↑	↓	↑	↑	↑	↓	↑	↑	↓	↑	↑
MAT04	↓	↓	↑	↑	↑	↓	↑	↑	↑	↓	↑	↓	↑	↑	↓	↓	↑
MAT05	↑	↑	↑	↓	↓	↓	↑	↑	↓	↓	↑	↑	↑	↑	↑	↓	↑

Middle School Increases in % Meets & Exceeds over Last Year

Test Code	Met & Exceeded									
	BLRA 18-19	FMS 18-19	GPA 18-19	HMS 18-19	LTA 18-19	PPSEL 18-19	PTEC 18-19	RMCA 18-19	SMS 18-19	SSAE 18-19
ELA06	↑	↑	↑	↑	↑	↓	↑	↑	↓	↑
ELA07	↓	↑	↓	↑	↑	↓	↑	↑	↓	↓
ELA08	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑
MAT06	↓	↓	↑	↓	↑	↑	↓	↑	↓	↓
MAT07	↓	↓	↑	↑	↑	↓	↑	↓	↓	↑
MAT08	↑	↑	↓	↑	↑	↑	↓	↑	↑	↓

Spring 2019 High School - State Assessments



PSAT 8/9	9 th graders
PSAT 10	10 th graders
SAT	11 th graders

The College Board suite of assessments serve as Colorado's state assessment for English language arts and math.

First used as state assessment:

PSAT 10 - 2016

SAT - 2017

PSAT 9 - 2018

Conveying the Data



- Levels: School's mean scale score on SAT, PSAT 10 and PSAT 9 in EBRW (evidence based reading and writing) and math
- Trends: Performance over time
- Comparisons: Schools compared to district and state

SAT Tests



FALCON HIGH SCHOOL		16	17	18	19	D49	CO
PSAT 8/9	EBRW					456	441 457
	Math					438	425 448
PSAT10	EBRW					470	445 476
	Math					434	423 462
SAT	EBRW					507	470 505
	Math					463	440 496

SAND CREEK HIGH SCHOOL		16	17	18	19	D49	CO
PSAT 8/9	EBRW					441	441 457
	Math					428	425 448
PSAT10	EBRW					460	445 476
	Math					442	423 462
SAT	EBRW					486	470 505
	Math					465	440 496

VISTA RIDGE HIGH SCHOOL		16	17	18	19	D49	CO
PSAT 8/9	EBRW					452	441 457
	Math					443	425 448
PSAT10	EBRW					465	445 476
	Math					442	423 462
SAT	EBRW					504	470 505
	Math					481	440 496

SAT Tests



		SSAE				D49	CO
		16	17	18	19		
PSAT 8/9	EBRW					474	441 457
	Math					477	425 448
PSAT10	EBRW					480	445 476
	Math					451	423 462
SAT	EBRW					508	470 505
	Math					477	440 496

		PIKES PEAK EARLY COLLEGE				D49	CO
		16	17	18	19		
PSAT 8/9	EBRW					526	441 457
	Math					510	425 448
PSAT10	EBRW					534	445 476
	Math					495	423 462
SAT	EBRW					592	470 505
	Math					549	440 496

		BANNING LEWIS RANCH ACADEMY				D49	CO
		16	17	18	19		
PSAT 8/9	EBRW					461	441 457
	Math					440	425 448
PSAT10	EBRW					491	445 476
	Math					467	423 462

		POWER TECHNICAL EARLY COLLEGE				D49	CO
		16	17	18	19		
PSAT 8/9	EBRW					408	441 457
	Math					416	425 448
PSAT10	EBRW					467	445 476
	Math					437	423 462
SAT	EBRW					505	470 505
	Math					519	440 496

		PATRIOT HIGH SCHOOL				D49	CO
		16	17	18	19		
PSAT 8/9	EBRW					384	441 457
	Math					360	425 448
PSAT10	EBRW					404	445 476
	Math					381	423 462
SAT	EBRW					408	470 505
	Math					385	440 496

		GOAL ACADEMY				D49	CO
		16	17	18	19		
PSAT 8/9	EBRW					398	441 457
	Math					369	425 448
PSAT10	EBRW					399	445 476
	Math					386	423 462
SAT	EBRW					428	470 505
	Math					395	440 496

The Best Choice to Learn, Work and Lead

Individual Results



- Communicated to families and students
- Used to guide instruction
- Guides early intervention

2020 Standards



- The Colorado Academic Standards are revised routinely as a part of state statute.
- Revised standards are published and schools are beginning to review and implement the standards.
- No changes to state assessment are anticipated until the 2021 school year.

2020 Testing dates



CMAS: as early as March 30 – April 24

SAT: April 14

PSAT 9 & 10: April 14, 15 or 16



Questions / Discussion

BOARD OF EDUCATION ITEM 6
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Dr. Kathy Pickering, Coordinator of Professional Learning

TITLE OF AGENDA ITEM: Professional Learning Update

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND OR RATIONALE

District 49 strives to be the “Best Choice to Learn, Work and Lead.” It is critical that the most-qualified teachers and special service providers (SSPs) are recruited, selected, supported and developed to maintain a culture of quality and high expectations for student learning. We continue to enhance our induction programming in order to provide beginning teachers and SSPs with rich and relevant learning experiences and ongoing mentoring and support.

An induction steering committee was formed in the Spring of 2019. The committee was composed of lead mentors, mentees, SSPs and administrators. Dr. Tina Boogren served as a consultant and co-facilitated the day. The group spent the morning learning about components of effective induction programs and examining why teachers leave the profession. The team then analyzed a variety of data including mentor surveys, inductee surveys, feedback from the new staff listening tour in August, and our induction program rubric to identify gaps and make recommendations for change. As a result of this day, five subcommittees were formed to enhance our induction program. The sub-committees developed a differentiated course series for beginning teachers, a D49 new employee notebook that houses a great deal of pertinent district information, revamped new teacher orientation (Base Camp), developed a welcome guide that lead mentors and administrators can use to make their new team members feel welcome, and revised the mentor activities calendar.

This school year, D49 is continuing a partnership with the Marzano Research Group to provide high-quality mentor training using Dr. Tina Boogren’s “Supporting Beginning Teachers” framework. Dr. Boogren’s work outlines four types of support (physical, emotional, instructional, and institutional) and provides essential strategies for mentors and school leaders to develop an effective mentoring program schoolwide. Dr. Boogren will present to D49 mentees and mentors on September 11th and 12th. All beginning teachers and special service providers (SSPs) will receive a copy of Dr. Boogren’s book, “The Field Guide for Beginning Teachers.” The workshop will focus on the phases a beginning educator goes through as well as strategies and self-care practices tailored to each phase. On November 21st, we will host our first D49 Coaching & Mentoring Summit. Dr. Boogren will serve as the keynote speaker at the summit and will conduct several breakout sessions. Another Coaching & Mentoring Summit will be held in February as we continue to grow and develop our mentor team.

Through the VoW and other survey data, we have heard the need for more training opportunities for our paraeducators. We are excited to be partnering with the Paraprofessional Research and Resource Center at the University of Colorado Denver to provide our paraeducators with relevant training opportunities. The CO-TOP model is a train the trainer model which equips trainers with resources and materials to train paraeducators in 22 academies which cover a variety of topics including behavior management, instructional strategies, language development/acquisition, and more. Building-level trainers will attend training on 8/22 and 8/23 and will have access to all of the materials for each academy which will enable them to provide the specific modules that are important/relevant to the paraeducators within their buildings.

RELEVANT DATA AND EXPECTED OUTCOMES:

High-quality mentoring and relevant job-embedded learning experiences for new teachers promote teacher development and growth ultimately leading to increases in student achievement. Increases in teacher satisfaction and retention can also be attributed to high levels of support and mentoring.

The CO-TOP model will enable buildings to provide relevant and differentiated learning experiences for paraeducators. There are over 60 modules of content within the 22 paraeducator academies that buildings can access.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

C u l t u r e	<p>Inner Ring—How we treat each other</p> <p>Outer Ring—How we treat our work</p>	<p>The most significant influence on a student's success is the effectiveness of his/her teachers. District 49's strategic plan identifies our vision to be the "Best Choice to Learn, Work, and Lead." In order to attain this vision, beginning teachers deserve the highest quality mentoring we can provide.</p> <p>Our paraeducators also need to be equipped with relevant learning experiences in order to continue to grow and develop their skills sets.</p>
S t r a t e g y	<p>Rock #1—Establish enduring <u>trust</u> throughout our community</p> <p>Rock #2—Research, design and implement programs for intentional <u>community</u> participation</p> <p>Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u></p> <p>Rock #4— Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive</p> <p>Rock #5— Customize our educational systems to <u>launch each student toward success</u></p>	<p>In order to be the "Best Choice to Learn, Work, and Lead," it is imperative that D49 continues to enhance the quality of the induction program by effectively supporting both mentors and beginning teachers through relevant and rich learning experiences. In order to ensure our beginning teachers experience high quality mentoring, an emphasis on mentor selection and training is necessary. High-quality mentoring and relevant job-embedded learning experiences for new teachers promote teacher development and growth ultimately benefiting our students.</p> <p>Our paraeducators work closely with students on a daily basis and deserve to have access to high quality learning experiences so they can be better equipped to serve our students.</p>

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, CEO

DATE: August 16, 2019



Professional Learning Update

Dr. Kathy Pickering
Coordinator of Professional Learning

August 28th, 2019

The Best Choice to Learn, Work and Lead

2019-2020 Areas of Focus



Continued Enhancements to our
Mentoring/Induction Program

Professional Learning Opportunities for
Paraprofessionals (CO-TOP)

Mentoring/ Induction Enhancements



Spring 2018: 5-year program review was completed and submitted to CDE

Fall 2018: Changed lead mentor model and focused heavily on mentor selection and development

Spring 2019: Induction Steering Committee



District 49

Induction

Steering

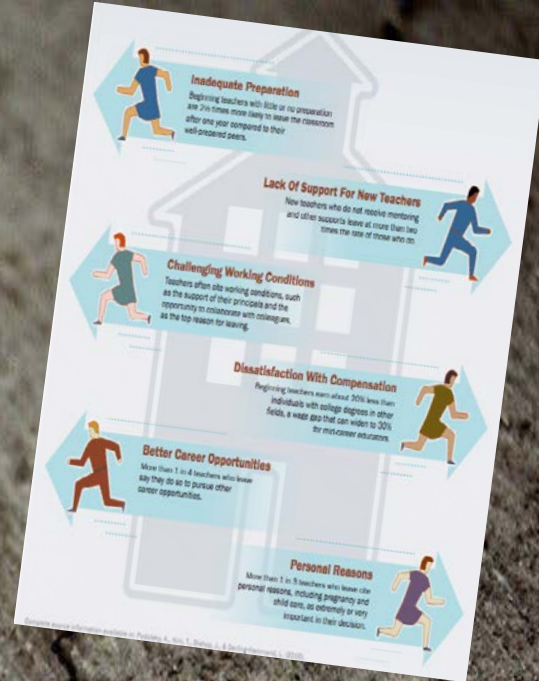
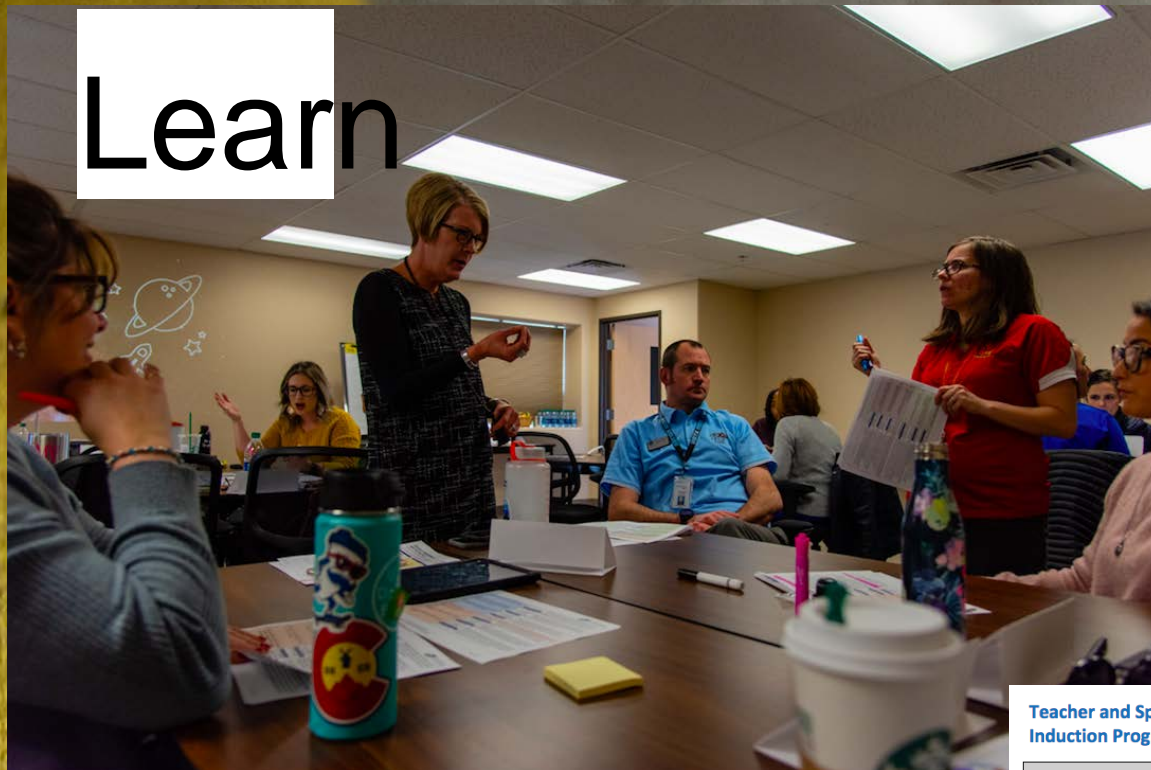
Committee

Spring 2019

Induction Steering Committee Members

	Mentors	Admin	Inductees
Elementary	Katie Poulsen (BRES) Melissa Armstrong (MRES) Karen Bixler (SES) Diane Neff (OES) Pam Holloman (OES)	Lisa Fillo (RES)	Shannan Ravetti (WHES) Samantha Tabb (SES)
Middle School	Lori Maher (HMS) Jen McClain (HMS)	Meghan Sanders (SMS)	Kimberly Baker (FMS)
High School	Lynee Zajac-Beck (Goal Academy) Aly Nicholson (SCHS)	Matt Sisson (VRHS)	Ashley Thornton (FHS)
Other	Patsy Prettyman (Head Nurse)	Tina Vidovich (iCZ) Heather Mavel (iCZ)	Anitra Ingram (Nurse) Erica Dubey (school psych)

Learn



Teacher and Specialized Service Professionals Induction Program Evaluation Rubric

Rubric Indicators	Level (Choose one)	Justification/ Evidence to Support Rating
1. Program Components		
1.1 BOCES/District/School leadership strongly support the induction of new educators	Level 0 = Not Present Level 1 = Establishing Level 2 = Operationalizing Level 3 = Optimizing	Leaders provide funding, stipends, mentor training, monthly mentor meetings, release time, conferences, guidance, and central level support.
1.2 Process for identifying and individualizing each new-hire's need for and level of induction support (i.e. differentiation for an educator new to education vs. an educator new to the district)	Level 0 = Not Present Level 1 = Establishing Level 2 = Operationalizing Level 3 = Optimizing	Building leaders and mentors are supported and encouraged to differentiate services to meet the needs of inductees within the District 49 framework provided. Mentors are also provided with periodic feedback from inductees through survey instruments.
1.3 <i>Outlining the role of mentors in evaluating and providing feedback to inductees (i.e. observation and feedback expectations, providing input to the evaluation or no involvement, etc.)</i>	Level 0 = Not Present Level 1 = Establishing Level 2 = Operationalizing Level 3 = Optimizing	Most buildings are equipped with instructional coaches who provide specific instructional practice feedback. District 49 mentors support new teachers in appropriate professional practices and processes. Expectations of mentors and instructional coaches vary across district schools. District 49 will prioritize clarifying the mentor's role in evaluation during the 18-19 school year.
1.4 Sufficient time for collaborating with other educators and observing model classrooms is planned for and provided	Level 0 = Not Present Level 1 = Establishing Level 2 = Operationalizing Level 3 = Optimizing	Inductees collaborate with other educators at team meetings, PLC's, or regular monthly meetings with mentors. Observing others teach is encouraged and expected. This practice is organized and scheduled at the building level.



Teachers quit their jobs in record numbers during 2018 – ThinkProgress

Citing low pay, widespread disrespect and potential opportunities in other fields, frustrated public-school teachers walked away from their classrooms in record numbers during 2018, according to a ...

thinkprogress.org

Learn: What do our beginning teachers and mentors have to say?

- Listening Tour Feedback from All New Staff
- Inductee Survey Results (MOY)
- Mentor Survey Results (MOY)



Employee Experience Phase

Employee Experience: The Journey With Your Organization



GALLUP

Work-

Phase 1: After Hiring

Phase 2: Onboarding

Phase 3: Engage &

Develop

**What 3 - 5
actions could
we take to
improve this
phase?**

Lead: Our Action Plans...

- Revamp Base Camp Schedule
- New to D49 Notebook
- Welcome Guide for Lead Mentors/
Admin
- Differentiated Pathways for
Beginning Teachers (Beginning
Teacher Series)
- Revamp Mentor Activities
Calendar



Revamp Base Camp Schedule

				
Date: July 23rd Vista Ridge High School				
7:30-8:00 Registration				
8:00-8:30 Welcome: Vision, Mission and Values, Peter Hilts, CEO				
				Lobby
Zone Breakfast Breakout	Falcon Zone (Room)	iConnect Zone (Room)	Sand Creek Zone (Room)	Power Zone (Room)
8:45-9:30				
9:30-9:45 Fitness Break and Vendors				
School Safety Procedures and Protocols				
Session 1a 9:45-10:30			An Introduction to District 49	
Session 1b 10:45-11:30	David Watson Director of Safety and Security	David Pratt Safety and Security Specialist		
				
			Dave Nancarrow Director of Communications	Paul Anderson Director of Human Resources
				
				Dr. Kathy Pickering Coordinator of Professional Learning

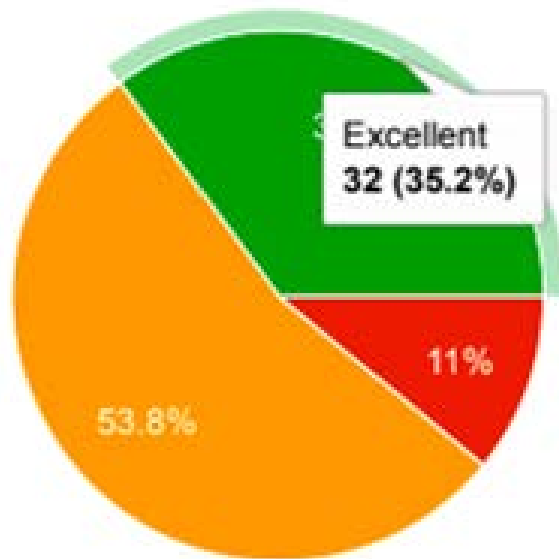


Base Camp Satisfaction Results

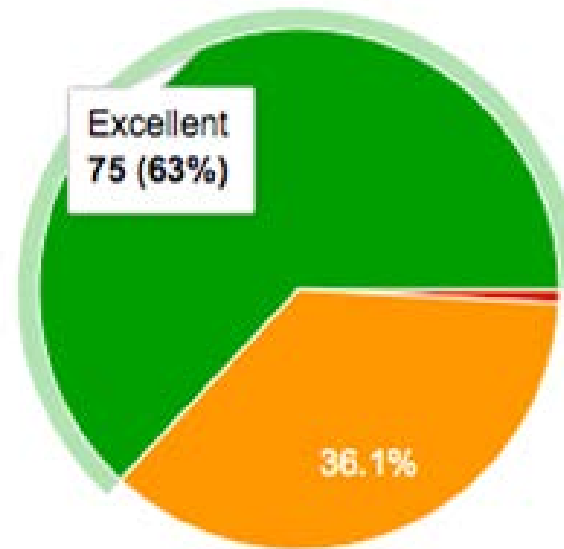


Question 1: Please rate the overall quality of the day

- Poor
- Fair
- Good
- Excellent



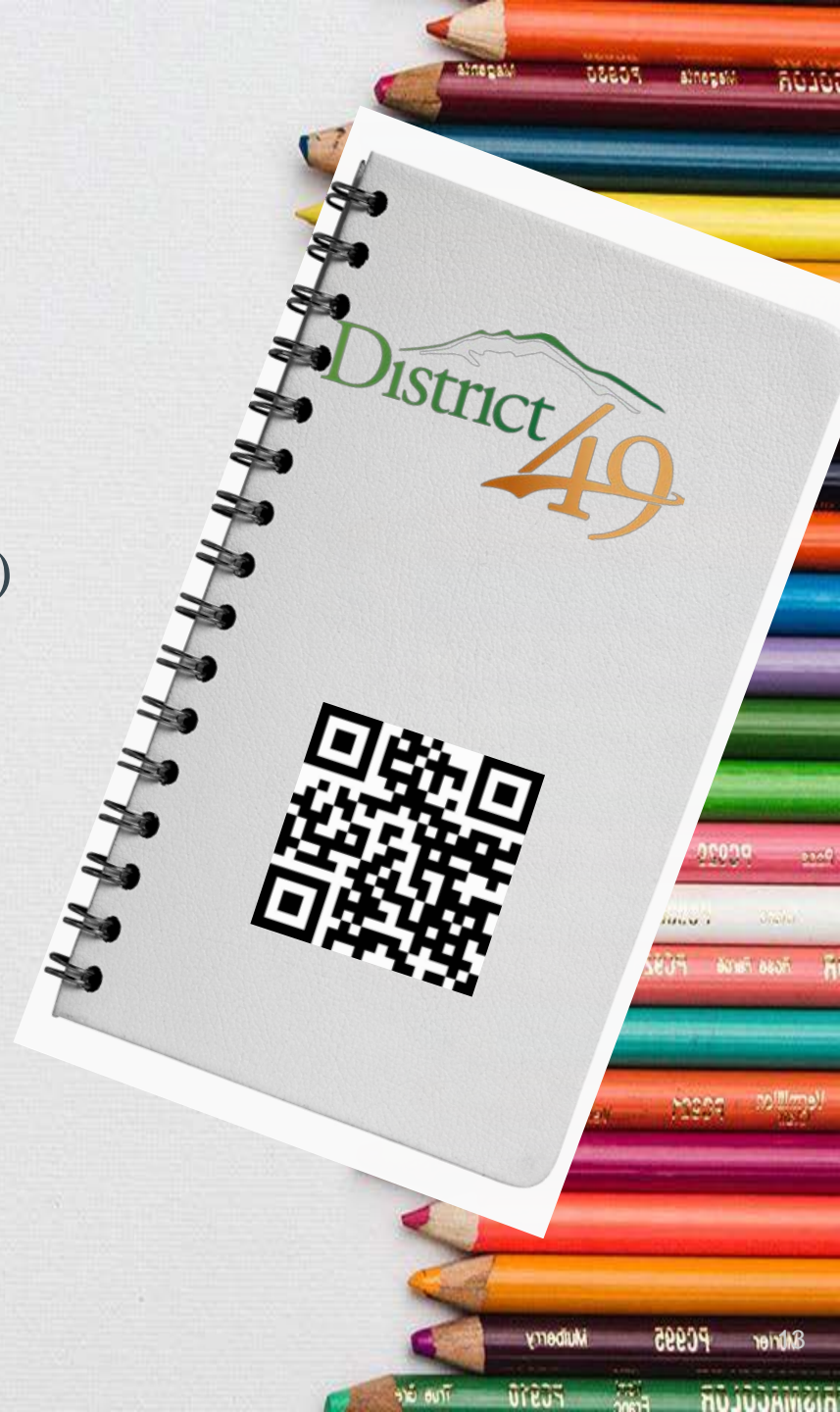
2018



2019

New to D49 Notebook

- Includes District/Zone/
School information
 - District calendar
 - FrontLine Info (request a sub)
 - SRPs
 - Tech Info (Powerschool,
Schoolology, etc)
 - Induction Info
 - Zone Info
- QR codes link to digital information



- ❑ Clear Pathways for teachers and SSPs
- ❑ Menu of PL options aligned with Professional Practices for both teachers and SSPs

Revamp Mentor Activities

Calendar/ Induction

Forms

- ☐ Mentor calendar embedded into mentor logs
- ☐ Encourages ongoing reflection and goal setting



District 49 Teacher Induction Packet

Educator's Name: _____

School/Department: _____ Grades/Subjects Taught: _____

Lead Mentor's Name: _____

Professional Development Hours Year 1

Inductees are required to complete a minimum of **30 professional development hours** during year 1. Professional development activities must align with the educator's professional learning plan and meet all zone/building and department requirements. A maximum of 8 hours of induction credit may be awarded per activity.

Focus Area/ Course Title	Date(s)	Types of Training (PLC, Conference, PD Day, etc.)	Contact Hours

August	
<input type="checkbox"/> Staff leave/ guest teachers <ul style="list-style-type: none"><input type="checkbox"/> Requesting a guest teacher in Aesop<input type="checkbox"/> Personal day approval procedures<input type="checkbox"/> Guest teacher lesson plan expectations & emergency sub plans	<input type="checkbox"/> Homework policy/absence policy/ grading procedures & policies
<input type="checkbox"/> Assessment <ul style="list-style-type: none"><input type="checkbox"/> Benchmark procedures, dates, and materials<input type="checkbox"/> Review initial benchmark results	<input type="checkbox"/> Evaluation <ul style="list-style-type: none"><input type="checkbox"/> Discuss, clarify, and answer questions regarding the evaluation process (following annual admin evaluation orientation)<input type="checkbox"/> Support with self-assessment and goal setting process<input type="checkbox"/> Support with Student Learning Outcomes (SLOs)
<input type="checkbox"/> Online platforms: (i.e. Alpine Achievement, Acadience, Schoology, etc.) <ul style="list-style-type: none"><input type="checkbox"/> Other platforms: _____	<input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____

Goal: Write a professional goal for the month to track with mentor					
Mentoring Hours					
Date	Time	Hours	Date	Time	Hours
Total Mentoring Hours for August					

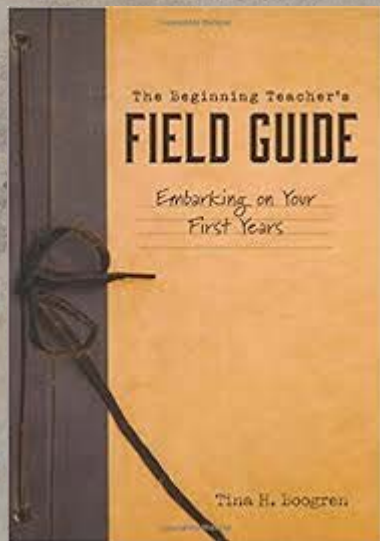


Welcome Guide for Lead Mentors and Admin

- Welcome letter templates
- Menu of ideas-welcoming activities for new staff
 - BBQs, hikes, off-site events, etc.
- Swag bag/welcome package ideas



This
School
Year...



D-49

Mentor Network 2019-2020

**New Mentor Workshop, July 17, 1-3 pm
(optional for new lead mentors)**

Mentor PLC, August 15, 1-3 pm

**Mentor & Mentee Workshop with Dr. Boogren
You choose! Sept 11 or 12, 8-4 pm**

**Mentoring and Coaching Summit
November 21, 8-4 pm**

Mentor PLC, January 16, 1-3 pm

**Mentoring and Coaching Summit
TBD late February**

**Optional EOY Exit Process Support
April 9, 4:30-5:30**

All Sessions will be held at Creekside Success Center.

Questions? Reach out to Annette Romero: aromero@d49.org.

CO-TOP: Comprehensive Training Opportunities for Paraprofessionals



Partnering with the Paraprofessional Research and Resource Center at the University of Colorado, Denver



University of Colorado
Denver

School of Education & Human Development

The Best Choice to Learn, Work and Lead

-

Rationale



We have heard through VOW and other survey data that paraprofessionals are yearning for professional learning opportunities

This model enables buildings to cover topics of relevance on a schedule that works for them

Paraeducator Academies



I	Instructional Teamwork	XII	Significant Health Support Needs
II	Orientation to Special Education	XIII	Orientation to Bilingual Education
III	Interpersonal Skills	XIV	Language Development and Acquisition
IV	Personal Growth and Development	XV	Instructional Methods for Second Language Learners
V	Student Supervision	XVI	Phonemic Awareness and Phonics
VI	Instructional Strategies	XVII	Vocabulary and Comprehension
VII	Behavior Management	XVIII	Reading Fluency
VIII	Instructional Technology	XIX	Grades K-4 Mathematics
IX	Life Skills	XX	Number Theory & Rational Numbers
X	Significant Communication Support Needs	XXI	Algebraic Concepts & Spatial Reasoning
XI	Significant Supports for Challenging Behavior	XXII	Autism Spectrum Disorders Academy

The Best Choice to Learn, Work and Lead

Intended Outcomes



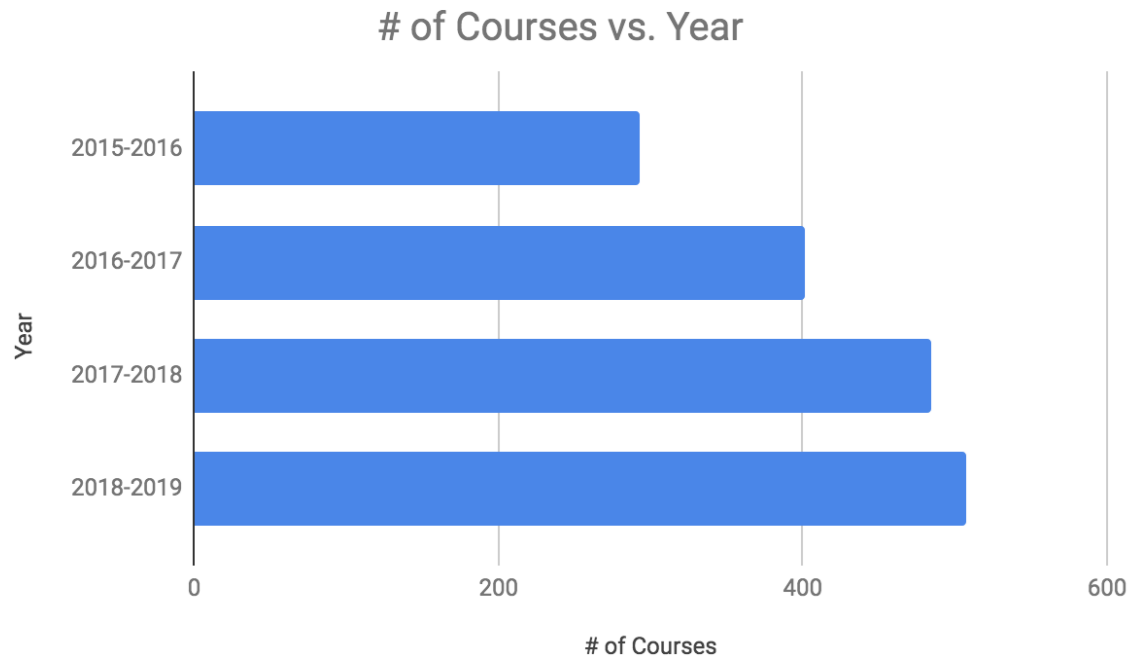
- Paraprofessionals will receive relevant and timely training resulting in effective performance and increased confidence in their effectiveness
- Positive impact on attrition rates
- Building leadership capacity through the train the trainers model





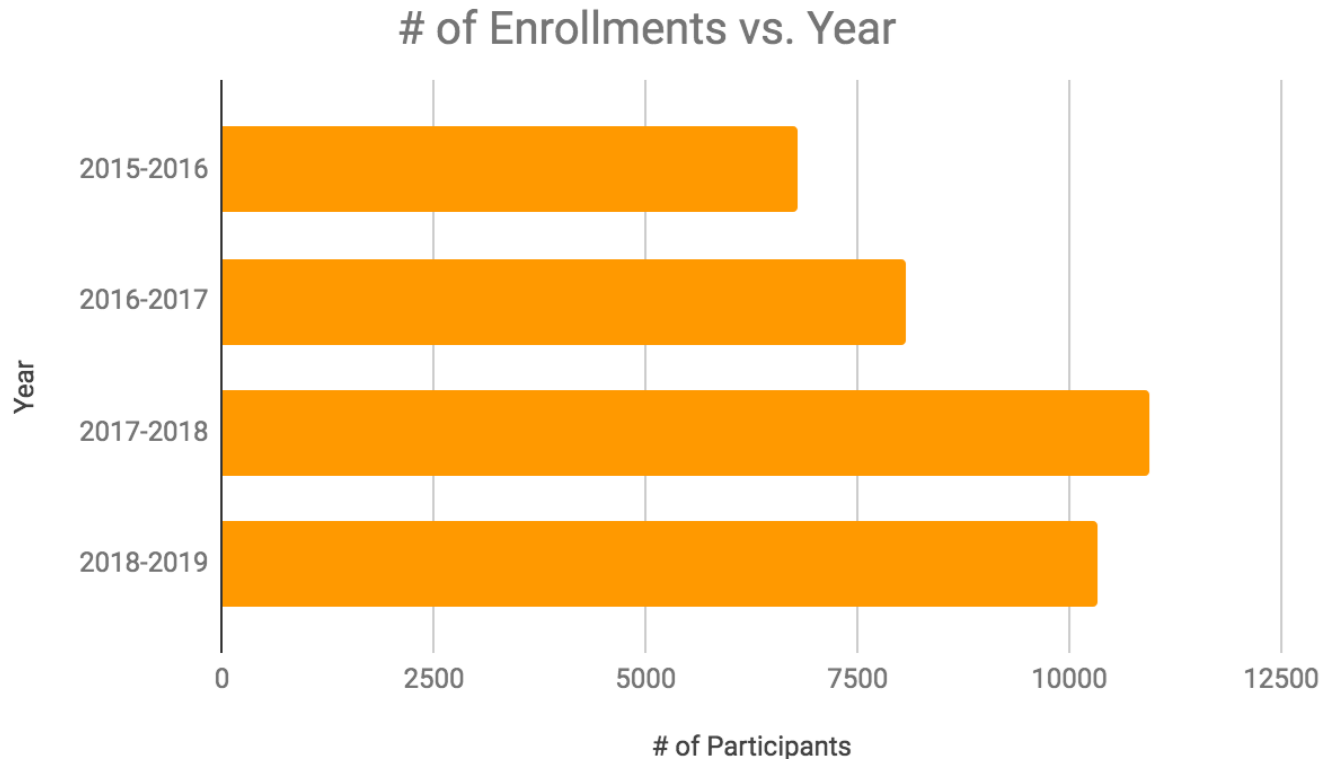
Additional Professional Learning Data

Number of Courses



We continue to add new district level courses each semester and encourage buildings and departments to add their professional learning opportunities.

Enrollment Data



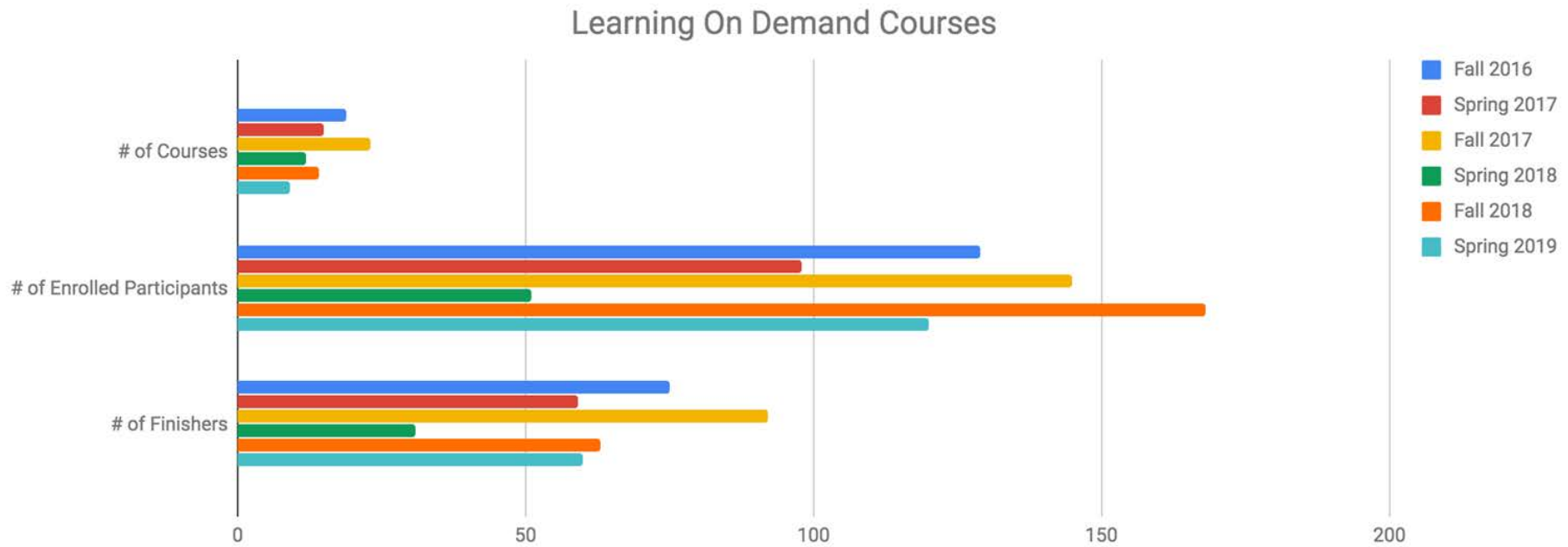
We continue to see a positive trend in the number of enrollments. School year 2017-2018 is slightly elevated due to the district-wide PowerSchool implementation training initiative on March 9th, 2018.

Learning On Demand Courses



Learning On Demand: Online courses from 7.5 to 30 contact hours

	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Fall 2018	Spring 2019
# of Courses	19	15	23	12	14	9
# of Enrolled Participants	129	98	145	51	168	120
# of Finishers	75	59	92	31	63	60



The Best Choice to Learn, Work and Lead

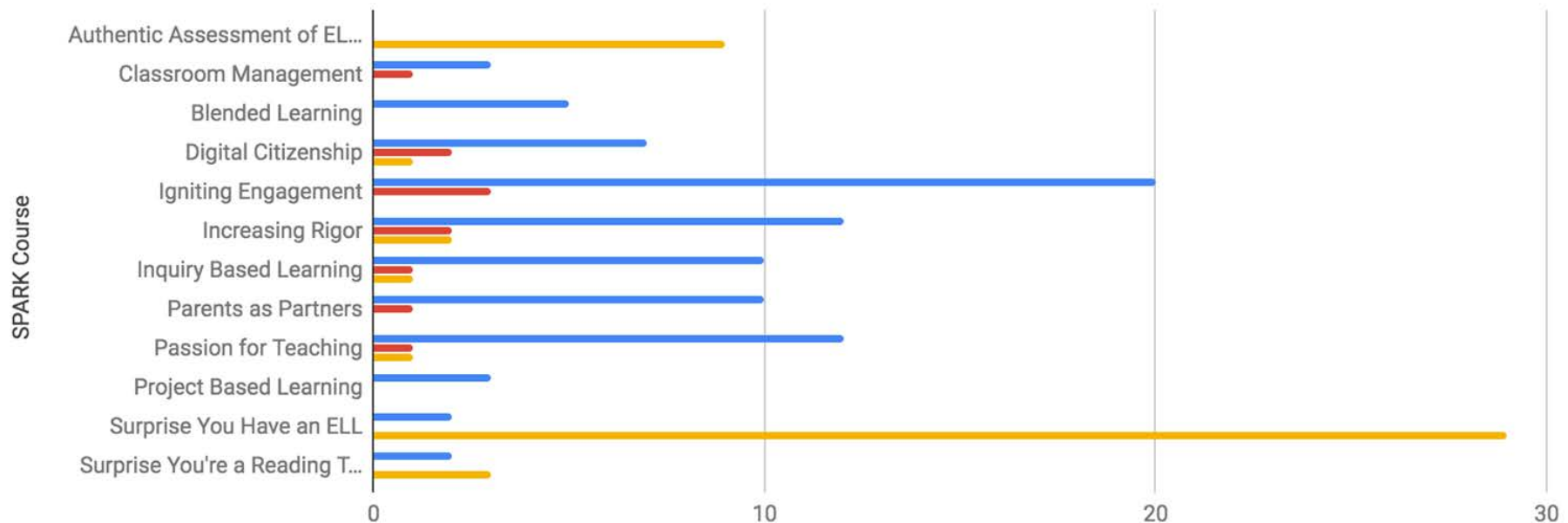
SPARK Course Participation



SPARK: Online courses 5 contact hours

Spark Participation by Year

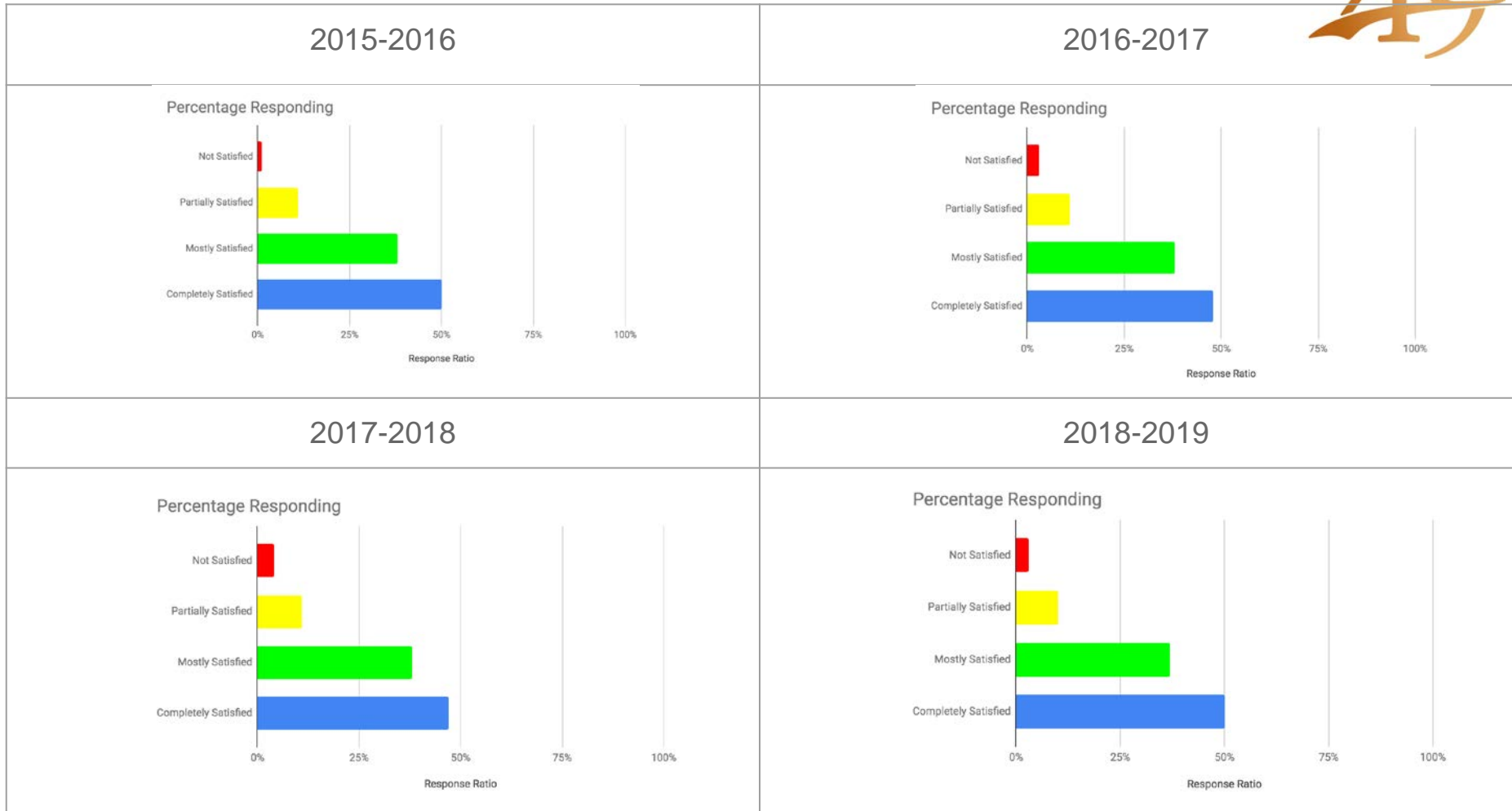
■ 2016-2017 ■ 2017-2018 ■ 2018-2019



2016-2017: Spark courses were strongly encouraged during the spring district PD day- March 10th 2017

2018-2019: New CLDE professional learning requirements went into effect increasing participation in SPARK courses focused on CLD education.

Course Satisfaction Rates



Participant satisfaction rates have been relatively stable over the past four years.

BOARD OF EDUCATION ITEM 7.A
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Andy Franko – iConnect Zone Leader

TITLE OF AGENDA ITEM: Mountain View Academy Charter Contract

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

The application for the Mountain View Academy was approved by the BOE on July 11, 2019. Approval of the application placed the charter school in the contracting phase. Legal representatives with the input of District and applicant administration have worked to establish an agreeable contract. The draft of the contract is the discussion point.

RATIONALE:

The draft contract meets authorizer standards and promotes a collaborative approach to ensuring success for every student.

RELEVANT DATA AND EXPECTED OUTCOMES:

The charter contract definitions and terms provide the guide to oversight and operation. The contract will serve as the foundation for Mountain View Academy.

INNOVATION AND INTELLIGENT RISK:

Some risk is involved in approving a charter school. Included and most specifically, the risk of the charter school serving students well ought to be considered. The contract is a binding guide, but does not guarantee success. The process of drafting and negotiating the contract follows best practice which is intended to minimize risk and maximize success.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	
Strategy	Rock #1—Establish enduring <u>trust</u> throughout our community	The contract is a public document for public review.
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	The community has provided input and support of Mountain View Academy throughout the application process.
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	The contract signifies the agreement between the Board of Education and the Mountain View Academy Board of Directors. The agreement allows the school to contractually continue as proposed and allows for further choice of education in District 49.
	Rock #4— Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
	Rock #5— Customize our educational systems to <u>launch each student toward success</u>	

BOE Work Session August 28, 2019
Item 7.a continued

BUDGET IMPACT:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve the charter contract by way of resolution at the September 12, 2019 Board of Education regularly scheduled meeting.

APPROVED BY: Peter Hiltz, Chief Education Officer

DATE: August 19, 2019

MOUNTAIN VIEW ACADEMY
CHARTER SCHOOL CONTRACT

This Charter School Contract ("Contract"), dated this 12th day of September, 2019, is made and entered into by and between School District No. 49 ("District") and Mountain View Academy ("MVA" or the "School"), a public charter school organized as a Colorado non-profit corporation (collectively, the "Parties").

SECTION ONE:
RECITALS

1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3);

1.2. WHEREAS, on July 11, 2019, the School District's Board of Education ("Board") conditionally approved MVA's charter application for a projected school opening in the Fall of 2020 [Attachment 1];

1.3. WHEREAS, approval is subject to the following conditions:

- A. MVA provides evidence of a suitable facility with a Letter of Intent to the District by September 1, 2019 including information regarding the financial partner, square footage, estimated annual cost through the term of the agreement, detail of any escalating costs, project timeline, and estimated completion date as defined in [Attachment 1];
- B. MVA verifies the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County;
- C. Should MVA apply for the Colorado Charter School Program ("CSP") grant funds as indicated in the proposed budget:
 - i. MVA develop and implement a financial plan ensuring "up front" funds required for CSP grant eligibility;
 - ii. MVA submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- D. MVA identify and hire [SG1] a school leader ("Principal") no later than January 1, 2020;
- E. MVA secure Intent to Enroll forms needed to reach the Full Time Enrollment required to balance the Year 1 budget and demonstrate 75% [SG2] of year 1

enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020;

- F. MVA engage with the iConnect Zone and D49 administration in developing pre-opening milestones;[SG3]
- G. MVA meet all timelines and details of pre-opening milestones[SG4];
- H. MVA's Chief Education Officer, through his designees, the iConnect Zone Superintendent, and MVA Academy founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the MVA plan. In the event that any milestone is not technically met by the deadline, the School is authorized to document its progress toward that milestone to the District, which in its discretion may extend the deadline.

1.4. WHEREAS, MVA seeks approval of its charter and contract and desires to maintain and amend certain waivers, granted to MVA, from School District policies/regulations and state law/rules, attached and incorporated herein as Attachment 6;

1.5. WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law;

1.6. WHEREAS, the authority of the Board, as approved by the State Board of Education, to provide waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes; and

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

SECTION TWO: ESTABLISHMENT OF SCHOOL

2.1. **Term and TABOR Clause.** This Contract is effective as of September 12, 2019 and shall continue through June 30, 2025. Although this Contract is for operation of the Charter School for a period of 5 years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding MVA or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2. **Charter School Legal Status.** MVA is incorporated as a Colorado non-profit corporation and is recognized as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. Unless the parties agree otherwise in writing, MVA shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles

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

The School is organized and maintained as a separate legal entity from the District for all purposes of the Contract. As provided by the Charter Schools Act, MVA shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by MVA are considered to be operated by MVA as a charter school that is part of the District. As such, MVA is subject to Colorado laws and District policies that apply to all public charter schools unless waived in accordance with Section 5.5 of this Contract. Further, MVA is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1. District Rights and Responsibilities.

- A. Right to Review. MVA shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:
- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence that criminal background checks have been conducted
 - v. MVA's operations, including health, safety and occupancy requirements; and
 - vi. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by

responsible District administrative officials, visits should be pre-arranged (48 hours unless circumstances otherwise warrant) in a professional [SG5] manner to avoid needless disruption of the educational process.

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. Except in exceptional circumstances, the District shall direct the person making the complaint to present that complaint to the MVA Administration and/or Board of Directors, as appropriate. If the person or persons making the complaint are adamant about not wishing to take the complaint directly to the School as a first step in the complaint process, the District shall notify the School within ten (10) days of the receipt of the complaint by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three (3) days pursuant to the Open Records Act.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect the health and safety of the School's students.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that the District receives from the State or other sources, including but not limited to, test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with 1 CCR 301-1, 10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment

of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

- F. Access to Student Records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. District Responsibility to Report Costs/Accounting to the School. Within ninety (90) days after the end of each fiscal year, the District shall provide to the School the costs of services actually provided to the School from among the District's central administrative overhead costs and any direct costs that were charged to the School in accordance with the provisions of C.R.S. § 22-30.5-112(2)(a.4)(I & II). Pursuant to subsection C.R.S. § 22-30.5-112(2)(a.4)(II), any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. Projected cost figures for any service to be purchased by the School from the District shall be provided to the School during its budget formulation phase.

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

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

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

i. Conditions that may cause MVA to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

iii. Any circumstance requiring the closure of MVA, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction or damage to School facilities;

iv. The arrest of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

v. Misappropriation of funds;

vi. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or

vii. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that MVA has obtained waivers from state law and regulations and District policies in accordance with Section 5.5 of this Contract. A list of some, but not all, of the federal and state laws with which the School must comply are listed in [Attachment 2]. Further, the School shall comply with each of the eight (8) progress monitoring milestones provided by the District in Section 1 and in accordance with the July 11, 2019 resolution, with compliance running through June, 2020, as set forth in Section 1.

D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below[SG6] along with projected due dates for the current school year. Timely notification of 30 days for new deadlines [SG7] shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, may constitute a material violation of the Contract, and the District may take actions outlined in Section 3.6.

i. Accreditation report, including the Unified Improvement Plan, in accordance with state requirements.

ii. Annual Performance Report (APR) to include:

a. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30, and July 30, that include:[SG8]

1. Quarterly projected and actual enrollment

2. Quarterly financial reports

3. Governance information to include the charter school board roster and contact information, signed board disclosure/conflict of interest forms for each board member and policies addressing conflicts of interest, nepotism, excess benefits, and discrimination by October 30.

4. Anything else as may be included in the District's Annual Performance Report and required of its charter schools[SG9].

iii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. § 22-44-301 *et seq.* (including the current year budget and the two immediately prior years' budgets).

a. Proposed Budget-due April 15

b. MVA Board approved budget-due June 15

c. Annual Audit-due September 15

d. End of the year balance- due August 20

iv. School calendar - due June 1

v. Insurance certification -due September 1

vi. Health and Safety Information (Including a report of previous year's fire drills, updated emergency plans, and emergency contact information)- due June 30

E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agent and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this

Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

- F. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in ~~{Attachment 3}~~.
- G. District-School Dispute Resolution. All disputes arising out of the ~~[SG10]~~ implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:
- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.

- iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.

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

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

- i. Withholding up to eight percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 3.2.D by the established deadlines^[SG12], failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirement of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(9).
 - ii. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the charter board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the charter board and the District's board with periodic reports of progress. The District may request the School to review and revise the plan if it reasonably determines it is not effective in remedying the deficiency. This remedy may be applied if the School fails to 1) make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, 2) achieve District accreditation requirements, 3) implement its educational program after a reasonable period of time, or 4) complete two (2) or more required reports by the established deadlines.
- I. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2.H, file an appeal with the State Board, or seek other remedies provided by law.
 - J. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 et seq., it shall follow the procedures set forth therein.

SECTION FOUR: SCHOOL GOVERNANCE

4.1. **Governance.** The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School Board's policies shall provide for governance of the operation of the School consistent with this Contract. The governing board shall operate in accordance with these documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301, in amending its articles of incorporation and bylaws. The bylaws or policies of the School shall include a requirement that each charter school board member annually sign a conflict of interest disclosure. The School agrees that its articles, bylaws, policies, operating agreement with its ESP, if any, and any other documents or practices shall comply with the Charter

Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a charter school in Colorado. ~~The School further agrees that any changes to any documents that affect the fundamental governance of the School [SG13] must be reviewed and approved by the District prior to such changes becoming effective.~~

4.2. **Corporate Purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 et seq. Subject to the conditions contained herein, the School may also operate a separately organized Preschool (as defined in Section 8.8 below). [SG14]

4.3. **Transparency**[SG15]. The School shall make its Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4. **Administrator Evaluation.** The governing board shall conduct a performance evaluation of the school's lead administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.

4.5. **School Dashboard and Annual Performance Report.** The School's Board shall develop a school dashboard that reflects the Board's focus on specific [SG16] measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report.

4.6. **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the MVA Board of Directors, not the District's Board of Education.

4.7. **Contracting for Core Educational Services.**

- A. The District acknowledges that the School ~~does~~ intends to contract with an educational service provider (ESP) for implementation of its core educational program. As set forth in Attachment 4 – ESP Guidelines, and Attachment 10 - Right to Endorse or Caution Contracts], MVA agrees to first obtain District approval before negotiating for contracted core education services [SG17]. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that meets the conditions set forth in Attachment 4 [SG18], ESP Guidance. The District further acknowledges that the School may end its contract with its ESP and become self-managed, or may elect to hire a new ESP. The District must approve any such change [SG19], prior to its taking effect.

B. Notwithstanding section 4.7.A of this Contract, the School ~~or ESP~~ ^[SG20] may negotiate and contract with a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

~~B.C. The dist acknowl School = ESP if there is one~~ ^[SG21] Should the School contract with an ESP, the District acknowledges the ESP will operate the school on behalf of the MVA Board. The MVA Board shall continue to be accountable to the contract herein.

4.8. **Training.** The School's Board shall adopt a policy for its annual training plan. Further, ~~each charter board member~~ ^[SG22] ^[Office23] will satisfactorily complete the online charter school governing board training modules [boardtrainingmodules.org], or comparable training, within a year of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

5.1. **Operational Powers.** The School ~~and its ESP~~ shall be responsible for ~~its-the own~~ School's operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; and, adoption of policies and bylaws consistent with the terms of this Contract.

5.2. **Transportation.** The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. Any Special education students who meet the criteria for a Special Transportation Request (STR) and are determined eligible for special transportation by the student's IEP team, the District will fulfill the transportation requirements of the STR as long as the School is under the Insurance Model of the District's special education services.

5.2.—**Food Services.** The District and the School acknowledge and agree that food services are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. In the event the District provides food services to the School; the District shall be the School Food Authority for the School and will be the repository for “at risk” tracking/reporting/ and auditing to the Colorado Department of Education. The costs

associated with all food services shall be borne by the School and may be passed on to the student where appropriate. ~~Transportation. The District and the School acknowledge and agree that transportation is not required to will not be provided by the District to students attending the School. Any transportation of students to the School (other than special education students who require transportation on a related service) [SG24] shall be the sole responsibility of the School [SG25].~~

5.3. ~~**Food Services.** The District and the School acknowledge and agree that food services are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board [SG26] policy and applicable federal and state laws. The costs associated with all food services shall be borne by the School and may be passed on to students, as appropriate.~~

5.4. **Insurance.** [SG27] During the term of this Contract, the School [SG28] or its ESP shall maintain insurance coverage for the School and ESP either purchased in its own right by the School or its ESP on the open market [SG29] or through the District. Such insurance shall at a minimum include the following:

A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:

i. Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

ii. Coverages:

- Occurrence form
- Products and completed operations coverage
- Personal injury
- Contractual liability
- Defense in addition to the limits of liability
- Sexual abuse and misconduct coverage

- Coverage for athletic participants, if the School participates in athletic programs
 - Special events coverage
 - Severability of interests provision
 - Additional insured endorsement on behalf of the District
- B. Automobile [SG30] Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos):
- i. Minimum Limits:
 - \$1,000,000 combined single limit each accident
 - ii. Coverages:
 - Additional insured endorsement on behalf of the District
 - Excess coverage for employees as insured using personal vehicles on School business
- C. Workers Compensation Insurance: The School and its ESP [SG31] will maintain workers' compensation insurance coverage for their respective employees, if any, [SG32] including occupational disease provisions covering the School or ESP as appropriate in accordance with applicable state laws and employer's liability insurance:
- i. Minimum Limits:
 - Workers' compensation- statutory limits
 - Employer's liability: \$250,000 bodily injury for each accident; \$250,000 each employee for disease and \$500,000 disease aggregate.
- D. Educators Legal Liability: During the term of the Charter Contract, the School or its ESP shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than \$2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased (an umbrella policy may be used to meet the limits requirement).

- E. Directors and Officers Liability: During the term of the Charter Contract, School or its ESP shall maintain Directors and Officers Liability Insurance covering the wrongful acts, errors and omissions of its governing Board arising out of the administration of the School with a limit of not less than \$2,000,000 per claim/aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased.
- F. Excess/Umbrella Liability: School shall maintain umbrella/excess liability on an occurrence basis in excess of general liability, auto liability, employer's liability insurance described above, and, if available, excess of the Educators' Legal Liability and Directors and Officers Liability coverages:
- i. Minimum Limits:
 - \$2,000,000 each occurrence and aggregate
- G. Property Insurance: All property (building and contents) owned or leased by the School or its ESP will [SG33] be the responsibility of the School or ESP respectively unless otherwise agreed by contract. The School or its ESP will carry property insurance covering its owned or leased property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense.
- H. Crime Insurance: School or its ESP will maintain employee dishonesty coverage in an amount of not less than \$250,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

5.5. {Waivers.}

A. State laws and regulations

- i. Automatic Waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.

- ii. Additional Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a

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

- iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in [Attachment 5]. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District officials shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

B. District Policies

- i. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school. Through this Contract, the District has delegated this authority to the School.
- ii. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 5.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District administrators shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies

may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

SECTION SIX:SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1. **Student Grade Levels.** The School will serve students in grades [K through 8]. By separate agreement between the District and the School, the School may serve students in pre-k through a separately organized Preschool. Should an expansion of the approved program to grades beyond pre-K through eighth grade, or to provide part-time programming, be contemplated, the School shall seek District 49 Board of Education approval of its expansion plan in accordance with the District's Request for Charter School Expansion process.

6.2. **Student Demographics.** The School shall abide by the provisions of the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3). The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School shall make reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall consistently attempt to make reasonable progress toward this goal.

6.3. **Enrollment Procedures.** The School's enrollment procedures shall be established by the Board and consistent with C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached.

6.4. **Eligibility for Enrollment/Admissions.** Students shall be enrolled/considered for admission into the School without regard to race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

6.5. **Student Registration and Enrollment.** Students shall register and enroll at MVA according to its procedures established pursuant to Section 6.3 above. Once enrolled, the School is responsible for maintaining, updating, and transferring student information. The School is also responsible for sharing that information with the District as appropriate under state and federal law, including FERPA. The School may elect to utilize the District student information system to share this information.

6.6. **Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** The School shall follow admission procedures from Attachment 8 to ensure that the needs of students with disabilities are met.

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

6.8. **Extracurricular Activities.** Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, the School's students may participate in nonacademic activities at other schools in the School District provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, MVA or the student shall be responsible for payment of the fee consistent with the policies and practices of MVA. MVA students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.

6.9. **Student Movement after October 1.** After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law. See C.R.S. § 22-30.5-104(3) & 7(a). See also Section 6.5 of this Contract.

6.10. **Expulsion and Denial of Admission.** The authority to hold expulsion hearings shall remain with the District Board of Education[SG34]. However, the charter board, or its designee shall make findings of fact and recommendations to the District Chief Academic Officer and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a charter school student by the District Board shall specify which District school(s) the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. All costs for truancy shall be paid for by the School.

6.11. **Continuing Enrollment.** Students who enroll in the School shall remain enrolled [SG35] in the School through the [eighth grade], absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

6.12. **Volunteer Requirements.** The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

7.1. **Vision.** [SG36]

Mountain View Academy will be a strong school and vibrant community institution that challenges students to reach their full potential in academic efforts and character development.

7.2. Mission.

Mountain View Academy will deliver a strong K-8 education for all students marked by a rigorous curriculum aligned to Colorado standards, student-centered teaching, data-driven instruction, a focus on college readiness, parent and community partnerships, and a safe, secure, and nurturing school environment.

7.1.7.3. School Goals and Objectives.

- A. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth and growth gaps. Incremental progress in each of these indicators will be defined as progress sufficient to receive a ranking of Improvement or better. Further, the School will establish reasonable and agreed-upon academic targets in its Unified Improvement Plan^[Office37] and are aligned to the performance goals and objectives described in the charter application. In the event the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.

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

- A. Parent/Guardian Choice. We are honored to provide another choice for parents to educate their children.
- B. Academic Growth. Student academic growth is deeply important. We follow a curriculum that provides a rich, liberal arts education for all students. This curriculum aligns with the Colorado standards ~~and as detailed in the Core Knowledge/Colorado Standards Alignment document completed by the League of Charter Schools and adopted by the School~~^[SG38]. ~~Monitoring~~ both performance and growth assures a focus on academic rigor for each child.
- C. Positive Character Development. Moral development of ~~our~~ ^[SG39] students is a critical part of our mission. Character education is deeply embedded in the day to day teaching whether it is talking about the character traits of historical figures being studied or comparing and contrasting traits of characters in a story. Character traits are talked about daily, recognized at the classroom and school level, and constantly ^[SG40]reinforced by all staff. In order to recognize the importance of Character at the school level, the School will reward Character each month through core virtue assemblies.

- D. Economic Sustainability. We pledge to be prudent managers of public funds to ensure long-term educational effectiveness. We involve parents and staff in many decisions and advise them on situations regarding effective use of the resources we have.
- E. School Development. Offering the choice of our vision and mission to other families provides wonderful opportunities for parents and staff. We are a mobile society and school choice ensures that parents and staff have access to the type of educational environment they desire.

7.3.7.5. **GED and On-line Programs**. The School's educational program as contained in the Application and reviewed by the District does not include a GED program or online program; accordingly, the School is prohibited from offering such GED or online programs, without permission of the District.

7.4.7.6. **Curriculum, Instructional Program, and Pupil Performance Standards**. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.7. Culturally and Linguistically Diverse Learners. The School shall provide resources and support to Culturally and Linguistically Diverse learners to enable them to acquire sufficient English language proficiency to participate in the mainstream Culturally and Linguistically Diverse instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

~~7.5. English Language Learners~~. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners.

7.6.7.8. **Indigent Students**. The School shall waive all applicable fees for indigent [SG41] students in accordance with School District policy/regulations, unless waived, and applicable federal and state law. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall comply with all state and federal requirements regarding the provision of services to students eligible for free and reduced lunches if and when the School offers food service.

7.7.7.9. **Gifted and Talented Students.** The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

7.8.7.10. **Education of Students with Disabilities.**

- A. The District shall provide all federally required educational services typically provided to students with mild/moderate needs. Agreements may be made through an annual MOU between the School and District to provide services to students with severe needs. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services in the District, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) [SG42] less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, divided by the total number of students enrolled in the District, times one plus the District's state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section 8.1.A. The per pupil cost shall be revised annually based on the above methodology.
- B. The District shall provide special education support services to students at the School. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs. Support services shall include psychologists, social workers, nurses, physical therapists, occupational therapists, audiologists, speech therapists, staff development and administrative and office support. Support services do not include legal costs or additional special education instructional service costs incurred by the School. Services do not include any personnel or devices required to meet the accommodation needs of students supported through a 504 Plan.
- C. A description of the special education services to be provided by the District pursuant to Section 7.10.A above. District services for special education shall include, but not be limited to, the District being responsible for providing and paying the cost of defense of any and all charges, complaints, or investigations concerning special education by the Office of Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation

services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.

- D. The School agrees to comply with all District Board policies and regulations and the requirements of state and federal laws and regulations concerning the education of students with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- E. The School shall direct the development and/or modification of any IEP for special education students of the School and may request the District's assistance. The District's Director of Special Education, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of state and federal law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- F. The District or the School may identify from time to time changes to the educational program of the School that (1) are reasonably necessary to comply with applicable law for educating students with disabilities, or (2) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of state and federal law. The process for determining LRE is described in Attachment 8.

SECTION EIGHT: FINANCIAL MATTERS

8.1. Revenues/Funding.

- A. During the term of this Contract, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded FTE pupil enrolled at the School. The District, however, shall retain the actual amount of the School's per pupil share of the central administrative overhead costs for services actually provided to the School; except that such amount shall not exceed five percent (5%) of the

District's PPR for each funded FTE pupil enrolled at the School. The District may also withhold the per pupil costs of services purchased by the School from the District as specified in ~~[Attachment 9]~~, to include funds to cover the School's obligation to offset SPED LEA costs and potential risk associated with potential students with "severe" needs, as defined by the District. For purposes of calculating enrollment, kindergarten students shall count as one-half of one funded FTE pupil^[SG43] for part-time enrolled and one FTE for full-time enrolled. The term "funded FTE pupil," as used in this Section, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. § 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. The funds withheld by the District to cover the actual costs of central administrative overhead, services purchased under this Contract, as specified in ~~[Attachment]~~, 9, and any actual direct costs as negotiated between the parties prior to the beginning of each fiscal year under this Contract shall be subject to an itemized accounting and presented to the School within ninety (90) days after the end of the fiscal year and shall be reconciled to actual costs for services actually provided within ninety (90) days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). If the actual costs of central administration overhead, direct costs, and the costs of services directly purchased by the School are less than the funds withheld, the difference between the amount initially charged to the School and the actual cost shall be paid to the School. Conversely, if the amount withheld is less than the actual costs, the difference shall be repaid to the District on a per pupil basis by withholding over the remainder of the budget year.

- B. Financial Adjustments. Any CDE audits of district pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School, spread out over the remaining months in the school year, rather than as a "lump sum" in any one month's distribution.
- C. Mill Levy Funds and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

The School shall re-evaluate its long-term facility needs on or before April 1 of each year in connection with the development of its proposed annual budget. Requests by the ^[SG44]School to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing with a capital construction plan as specified in C.R.S. §22-30.5-404(3) and other supporting documentation to the School District's designee as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law. As provided in the Charter Schools Act, funding to the School under this Contract shall be

reduced by the amount of any direct payments of principal and interest due on any bonds which may be issued on behalf of the School by a governmental entity other than the School District for the purpose of financing capital construction that were made by the State Treasurer or the School District on behalf of the School. Payment of principal and interest due on any bonds which may be issued on behalf of MVA by a non-governmental entity will be the responsibility of the School through the MVA Building Corporation or trustee as established by the bonding agreements, as appropriate.

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

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

- A. For the term of this Contract, funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to adjustments, deductions and annually contracted services as set forth in Attachment 9 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: December 15 of each year, funding may be revised on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to PPR provided for in the District and not otherwise deducted. Funding may also be adjusted for any services provided by the District under this Contract. In

addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.

- C. **Budget.** The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its balanced budget to the District on or before June 1 [SG45] of each year, so that the District can review the School's balanced budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the School District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the School District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its balanced budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

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

8.4. **TABOR Reserve.** The school shall maintain its own TABOR reserve.

8.5. **Contracting.** The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and MVA's authority to contract is limited by the same provisions of law that apply to the ~~{District and are further defined in provisions of Attachment 10, Right to Endorse or Caution Contracts.}~~ [SG46] Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by MVA, where feasible, shall include the following provisions:

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

8.6. Annual Audit and Trial Balance.

A. Annual Audit. The School will undergo an independent, outside governmental audit by a certified public accountant, chosen by the School's governing body, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. The School will bear the costs of its independent audit. MVA is aware of the interactive nature of its audit and that of the District and will ensure that its independent auditor cooperates with the District auditor in providing relevant information by ~~October 1~~ September 15 so that both audits might be finalized by October 20. The District, in turn, will attempt to provide preliminary figures associated with the annual itemized accountings for central administrative overhead costs, purchased services and agreed direct costs in advance of the ninety (90) day period from the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). In the event the School fails to provide the financial information to the District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District, after providing written notice to the School, may withhold up to ten percent (10%) of any monthly funding flow due the School until such time as MVA complies with the financial reporting requirements.

~~so that both audits might be finalized by October 20 [SG47]. The District, in turn, will attempt to provide preliminary figures associated with the annual itemized accountings for central administrative overhead costs, purchased services and agreed direct costs in advance of the ninety (90) day period from the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). In the event the School fails to provide the financial information to the District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District, after providing written notice to the School, may withhold up to ten percent (10%) of any monthly funding flow due the School until such time as MVA complies with the financial reporting requirements.~~

A.B. Trial Balance. The School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual audit in accordance with the dates and procedures outlined above.

8.7. **Quarterly Reporting.** The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b) and post required reports pursuant to C.R.S. §22-44-301 et seq. Such reports shall be submitted to the District no later than ~~forty-five (45)~~ thirty (30) days [SG48] following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

8.8. **Non-commingling.** Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Subject to the requirements of Section 6.1 above, the District and the School acknowledge and agree that the School may operate a private subsidiary preschool (the “Preschool”), a legal entity distinct from the School and separate from this Contract, and that the District and the School shall enter into an annual agreement setting forth the financial and non-financial arrangements between the School and the Preschool.

8.9. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

8.10. **Direct Costs/District Services.** The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the School District the services and materials specified in {Attachment 9} at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect and attached as {Attachment 9}. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the School District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so by mutual agreement with the District. Costs shall be adjusted annually by the School District based upon its then-current budget and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4), and any difference between the amount initially charged to MVA and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the school district, unless otherwise waived. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The parties mutually recognize that the District is barred from withholding funding for direct costs unless the payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

9.1. **Employee Matters.** The parties agree that teachers and other staff employed at the School are employees of the School or its ESP, [SG49] and are not employees of the School District. The School or its ESP is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School or its ESP shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons.

- A. Hiring of Personnel. All persons who perform services as an employee for the School shall be considered "at-will" employees of NHA—the ESP during the period that the Management Agreement–ESP agreement is in effect, unless otherwise expressly agreed by—NHAthe ESP and the School’s Board of Directors. Personnel may be selected by the School or its ESP subject to compliance with all state and federal rules and regulations, including, without

limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. The School or its ESP may terminate the employment of any personnel without cause and for any reason not prohibited by law.

- B. Employee Compensation, Evaluation and Discipline. During the period that the Services Agreement-ESP agreement is in effect, personnel at the School will be employees of NHA the ESP, unless otherwise agreed by NHA the ESP and the School's Board of Directors. The School or its ESP shall adopt ~~its own~~ written policies in compliance with federal and state law concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the charter school Board of Directors or its ESP and not by the School District's Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the School or its ESP.

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

9.2. **Instructional Providers.** The School shall employ or otherwise utilize in instructional positions those individuals who the School deems are qualified, consistent with applicable state and federal law (unless waived) as applied to Colorado charter schools, not school districts.

9.3. **Background Checks, Fingerprinting.** The ~~School [SG50]~~ or its ESP, as directed by the School, shall ~~establish and implement procedures for conducting~~ assure that background checks (including a check for a criminal record) ~~of all employees are conducted~~ to the extent required by applicable laws, rules and regulations. *See C.R.S. §§ 22-30.5-110.5 & -110.7.*

SECTION TEN: FACILITIES

10.1. **School Facilities.** The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements. ~~The School shall be limited to a single campus[SG51].~~ Campus here means contiguous plot of land. Any growth to a new or to additional campuses or facilities ~~is subject to District approval.~~^[SG52]

10.2. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District.

10.3. **Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing MVA the use of under-utilized District facilities until such time as the impracticability condition is corrected.

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

11.1. **Renewal Process.** The School shall submit its renewal application during the ~~[20222024-20232025]~~ school year in accordance with then-current District procedures and process. The District Board of Education shall act on the renewal application by resolution no later than ~~[DATEFebruary 1, 2025]~~, unless the term of this Contract has been previously extended by Board action. Before the District Board takes action, it shall allow a public hearing wherein the School shall have the opportunity to address the Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution with reasonable specificity and all such reasons must be supported by evidence and consistent with applicable law including the Charter School Charter Act[SG53].

11.2. **Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.

11.3. **Criteria for Renewal or Non-renewal and Revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).

11.4. **Termination and Appeal Procedures.** The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.

11.5. **School-initiated Closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.

11.6. **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in the facilities if such facilities are held by the MVA Building Corporation, under lease to the School. The District's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and,
- B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7. **Return of Property.** In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. ~~Notwithstanding the foregoing, the District shall not have the right to retain property owned, or held in the name of, the MVA Building Corporation or property leased by MVA, unless the District chooses to comply with the terms of that lease.~~ All non-consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE:GENERAL PROVISIONS

12.1. **Order of Precedence.** In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that the Contract shall take precedence over policies of either Party and the Application, applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the

Application, and policies of the School or mutually-acceptable practices developed during the term of the Charter Contract shall take precedence over the Application.

12.2. **Amendments.** No amendment of the Contract shall be valid unless ratified in writing by the District Board and the School's Board of Directors and executed by authorized representatives of the Parties.

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

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

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

12.6. **No Third-party Beneficiary.** The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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

~~12.8.~~ **Notice.** Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the established address of the School's prime operating facility, in the case of notice being sent to the School, ~~[12482 Handles Peak Way, Falcon, CO 80831 ADDRESS]~~ or to the District's Administrative Offices, 10850 East Woodmen Road, Falcon, CO 80831 in the case of notice being sent to the School District. Either Party may change the address for notice by giving written notice to the other Party.

~~12.9-12.8.~~ **Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force

and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.

12.10.12.9. **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and School District policies/regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the School District of a majority of its other schools.

[Signature Page Follows.]

|

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

DISTRICT:

SCHOOL DISTRICT NO. 49

By: _____
Name:
Its:

SCHOOL:

MOUNTAIN VIEW ACADEMY

By: _____
Name:
Its:

MOUNTAIN VIEW ACADEMY
CHARTER SCHOOL CONTRACT

This Charter School Contract ("Contract"), dated this 12th day of September, 2019, is made and entered into by and between School District No. 49 ("District") and Mountain View Academy ("MVA" or the "School"), a public charter school organized as a Colorado non-profit corporation (collectively, the "Parties").

SECTION ONE:
RECITALS

1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3);

1.2. WHEREAS, on July 11, 2019, the School District's Board of Education ("Board") conditionally approved MVA's charter application for a projected school opening in the Fall of 2020 [Attachment 1];

1.3. WHEREAS, approval is subject to the following conditions:

- A. MVA provides evidence of a suitable facility with a Letter of Intent to the District by September 1, 2019 including information regarding the financial partner, square footage, estimated annual cost through the term of the agreement, detail of any escalating costs, project timeline, and estimated completion date as defined in Attachment 11;
- B. MVA verifies the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County;
- C. Should MVA apply for the Colorado Charter School Program ("CSP") grant funds as indicated in the proposed budget:
 - i. MVA develop and implement a financial plan ensuring "up front" funds required for CSP grant eligibility;
 - ii. MVA submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- D. MVA identify and hire a school leader ("Principal") no later than January 1, 2020;

- E. MVA secure Intent to Enroll forms needed to reach the Full Time Enrollment required to balance the Year 1 budget and demonstrate 75% of year 1 enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020;
- F. MVA engage with the iConnect Zone and D49 administration in developing pre-opening milestones;
- G. MVA meet all timelines and details of pre-opening milestones;
- H. MVA's Chief Education Officer, through his designees, the iConnect Zone Superintendent, and MVA Academy founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the MVA plan. In the event that any milestone is not technically met by the deadline, the School is authorized to document its progress toward that milestone to the District, which in its discretion may extend the deadline.

1.4. WHEREAS, MVA seeks approval of its charter and contract and desires to maintain and amend certain waivers, granted to MVA, from School District policies/regulations and state law/rules, attached and incorporated herein as Attachment 6;

1.5. WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law;

1.6. WHEREAS, the authority of the Board, as approved by the State Board of Education, to provide waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes; and

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

SECTION TWO: ESTABLISHMENT OF SCHOOL

2.1. **Term and TABOR Clause.** This Contract is effective as of September 12, 2019 and shall continue through June 30, 2025. Although this Contract is for operation of the Charter School for a period of 5 years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding MVA or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2. **Charter School Legal Status.** MVA is incorporated as a Colorado non-profit corporation and is recognized as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. Unless the parties agree otherwise in writing, MVA shall continue to operate as a

Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of the Contract. As provided by the Charter Schools Act, MVA shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by MVA are considered to be operated by MVA as a charter school that is part of the District. As such, MVA is subject to Colorado laws and District policies that apply to all public charter schools unless waived in accordance with Section 5.5 of this Contract. Further, MVA is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1. District Rights and Responsibilities.

- A. Right to Review. MVA shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:
- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence that criminal background checks have been conducted
 - v. MVA's operations, including health, safety and occupancy requirements; and
 - vi. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by responsible District administrative officials, visits should be pre-arranged (48 hours unless circumstances otherwise warrant) in a professional manner to avoid needless disruption of the educational process.

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. Except in exceptional circumstances, the District shall direct the person making the complaint to present that complaint to the MVA Administration and/or Board of Directors, as appropriate. If the person or persons making the complaint are adamant about not wishing to take the complaint directly to the School as a first step in the complaint process, the District shall notify the School within ten (10) days of the receipt of the complaint by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three (3) days pursuant to the Open Records Act.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect the health and safety of the School's students.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that the District receives from the State or other sources, including but not limited to, test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with 1 CCR 301-1, 10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and

the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

- F. Access to Student Records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. District Responsibility to Report Costs/Accounting to the School. Within ninety (90) days after the end of each fiscal year, the District shall provide to the School the costs of services actually provided to the School from among the District's central administrative overhead costs and any direct costs that were charged to the School in accordance with the provisions of C.R.S. § 22-30.5-112(2)(a.4)(I & II). Pursuant to subsection C.R.S. § 22-30.5-112(2)(a.4)(II), any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. Projected cost figures for any service to be purchased by the School from the District shall be provided to the School during its budget formulation phase.

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

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

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

- iii. Conditions that may cause MVA to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
 - iv. Any circumstance requiring the closure of MVA, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction or damage to School facilities;
 - v. The arrest of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 - vi. Misappropriation of funds;
 - vii. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or
 - viii. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.
- C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that MVA has obtained waivers from state law and regulations and District policies in accordance with Section 5.5 of this Contract. A list of some, but not all, of the federal and state laws with which the School must comply are listed in Attachment 2. Further, the School shall comply with each of the eight (8) progress monitoring milestones provided by the District in Section 1 and in accordance with the July 11, 2019 resolution, with compliance running through June, 2020, as set forth in Section 1.
- D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification of 30 days for new deadlines shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, may constitute a material violation of the Contract, and the District may take actions outlined in Section 3.6.
- i. Accreditation report, including the Unified Improvement Plan, in accordance with state requirements.
 - ii. Annual Performance Report (APR) to include:

a. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30, and July 30, that include:

1. Quarterly projected and actual enrollment

2. Quarterly financial reports

3. Governance information to include the charter school board roster and contact information, signed board disclosure/conflict of interest forms for each board member and policies addressing conflicts of interest, nepotism, excess benefits, and discrimination by October 30.

4. Anything else as may be included in the District's Annual Performance Report and required of its charter schools.

iii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. § 22-44-301 *et seq.* (including the current year budget and the two immediately prior years' budgets).

- a. Proposed Budget-due April 15
- b. MVA Board approved budget-due June 1
- c. Annual Audit-due September 15
- d. End of the year balance- due August 20

iv. School calendar - due June 1

v. Insurance certification -due September 1

vi. Health and Safety Information (Including a report of previous year's fire drills, updated emergency plans, and emergency contact information)- due June 30

E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agent and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this

Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

- F. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 3.
- G. District-School Dispute Resolution. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:
- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.

- iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.

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

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

- i. Withholding up to eight percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 3.2.D by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirement of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(9).
 - ii. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the charter board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the charter board and the District's board with periodic reports of progress. The District may request the School to review and revise the plan if it reasonably determines it is not effective in remedying the deficiency. This remedy may be applied if the School fails to 1) make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, 2) achieve District accreditation requirements, 3) implement its educational program after a reasonable period of time, or 4) complete two (2) or more required reports by the established deadlines.
- I. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2.H, file an appeal with the State Board, or seek other remedies provided by law.
 - J. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 et seq., it shall follow the procedures set forth therein.

SECTION FOUR: SCHOOL GOVERNANCE

4.1. **Governance.** The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School Board's policies shall provide for governance of the operation of the School consistent with this Contract. The governing board shall operate in accordance with these documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301, in amending its articles of incorporation and bylaws. The bylaws or policies of the School shall include a requirement that each charter school board member annually sign a conflict of interest disclosure. The School agrees that its articles, bylaws, policies, operating agreement with its ESP, if any, and any other documents or practices shall comply with the Charter

Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a charter school in Colorado.

4.2. **Corporate Purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 et seq. Subject to the conditions contained herein, the School may also operate a separately organized Preschool (as defined in Section 8.8 below).

4.3. **Transparency.** The School shall make its Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4. **Administrator Evaluation.** The governing board shall conduct a performance evaluation of the school's lead administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.

4.5. **School Dashboard and Annual Performance Report.** The School's Board shall develop a school dashboard that reflects the Board's focus on specific measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report.

4.6. **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the MVA Board of Directors, not the District's Board of Education.

4.7. **Contracting for Core Educational Services.**

- A. The District acknowledges that the School intends to contract with an educational service provider (ESP) for implementation of its core educational program. As set forth in Attachment 4 – ESP Guidelines, and Attachment 10 - Right to Endorse or Caution Contracts, MVA agrees to first obtain District approval before negotiating for contracted core education services. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that meets the conditions set forth in Attachment 4, ESP Guidance. The District further acknowledges that the School may end its contract with its ESP and become self-managed, or may elect to hire a new ESP. The District must approve any such change, prior to its taking effect.
- B. Notwithstanding section 4.7.A of this Contract, the School or ESP may negotiate and contract with a school food authority, or any third party for the

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

- C. Should the School contract with an ESP, the District acknowledges the ESP will operate the school on behalf of the MVA Board. The MVA Board shall continue to be accountable to the contract herein.

4.8. **Training.** The School's Board shall adopt a policy for its annual training plan. Further, each charter board member will satisfactorily complete the online charter school governing board training modules [boardtrainingmodules.org], or comparable training, within a year of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

5.1. **Operational Powers.** The School and its ESP shall be responsible for the School's operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; and, adoption of policies and bylaws consistent with the terms of this Contract.

5.2. **Transportation.** The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. Any Special education students who meet the criteria for a Special Transportation Request (STR) and are determined eligible for special transportation by the student's IEP team, the District will fulfill the transportation requirements of the STR as long as the School is under the Insurance Model of the District's special education services.

5.3. **Food Services.** The District and the School acknowledge and agree that food services are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. In the event the District provides food services to the School; the District shall be the School Food Authority for the School and will be the repository for "at risk" tracking/reporting/ and auditing to the Colorado Department of Education. The costs associated with all food services shall be borne by the School and may be passed on to the student where appropriate.

5.4. **Insurance.** During the term of this Contract, the School or its ESP shall maintain insurance coverage for the School and ESP either purchased by the School or its ESP on the open market or through the District. Such insurance shall at a minimum include the following:

A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:

i. Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

ii. Coverages:

- Occurrence form
- Products and completed operations coverage
- Personal injury
- Contractual liability
- Defense in addition to the limits of liability
- Sexual abuse and misconduct coverage
- Coverage for athletic participants, if the School participates in athletic programs
- Special events coverage
- Severability of interests provision
- Additional insured endorsement on behalf of the District

B. Automobile Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos):

i. Minimum Limits:

- \$1,000,000 combined single limit each accident

ii. Coverages:

- Additional insured endorsement on behalf of the District
- Excess coverage for employees as insured using personal vehicles on School business

C. Workers Compensation Insurance: The School and its ESP will maintain workers' compensation insurance coverage for their respective employees, if any, including occupational disease provisions covering the School or ESP as appropriate in accordance with applicable state laws and employer's liability insurance:

i. Minimum Limits:

- Workers' compensation- statutory limits
- Employer's liability: \$250,000 bodily injury for each accident; \$250,000 each employee for disease and \$500,000 disease aggregate.

D. Educators Legal Liability: During the term of the Charter Contract, the School or its ESP shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than \$2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased (an umbrella policy may be used to meet the limits requirement).

E. Directors and Officers Liability: During the term of the Charter Contract, School or its ESP shall maintain Directors and Officers Liability Insurance covering the wrongful acts, errors and omissions of its governing Board arising out of the administration of the School with a limit of not less than \$2,000,000 per claim/aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two years must be purchased.

F. Excess/Umbrella Liability: School shall maintain umbrella/excess liability on an occurrence basis in excess of general liability, auto liability, employer's liability insurance described above, and, if available, excess of the Educators' Legal Liability and Directors and Officers Liability coverages:

i. Minimum Limits:

- \$2,000,000 each occurrence and aggregate

G. Property Insurance: All property (building and contents) owned or leased by the School or its ESP will be the responsibility of the School or ESP respectively unless otherwise agreed by contract. The School or its ESP will carry property insurance covering its owned or leased property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense.

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

5.5. **Waivers.**

A. State laws and regulations

i. Automatic Waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.

ii. Additional Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to seek waivers only if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.

iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 5. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

iv. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District

officials shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

B. District Policies

- i. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school. Through this Contract, the District has delegated this authority to the School.
- ii. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 5.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District administrators shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

SECTION SIX:SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1. **Student Grade Levels**. The School will serve students in grades K through 8. By separate agreement between the District and the School, the School may serve students in pre-k through a separately organized Preschool. Should an expansion of the approved program to grades beyond pre-K through eighth grade, or to provide part-time programming, be contemplated, the School shall seek District 49 Board of Education approval of its expansion plan in accordance with the District's Request for Charter School Expansion process.

6.2. **Student Demographics**. The School shall abide by the provisions of the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3). The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School shall make reasonable efforts to enroll a percentage of students that are eligible for free or

reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall consistently attempt to make reasonable progress toward this goal.

6.3. **Enrollment Procedures.** The School's enrollment procedures shall be established by the Board and consistent with C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached.

6.4. **Eligibility for Enrollment/Admissions.** Students shall be enrolled/considered for admission into the School without regard to race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

6.5. **Student Registration and Enrollment.** Students shall register and enroll at MVA according to its procedures established pursuant to Section 6.3 above. Once enrolled, the School is responsible for maintaining, updating, and transferring student information. The School is also responsible for sharing that information with the District as appropriate under state and federal law, including FERPA. The School may elect to utilize the District student information system to share this information.

6.6. **Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** The School shall follow admission procedures from Attachment 8 to ensure that the needs of students with disabilities are met.

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

6.8. **Extracurricular Activities.** Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, the School's students may participate in nonacademic activities at other schools in the School District provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, MVA or the student shall be responsible for payment of the fee consistent with the policies and practices of MVA. MVA students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.

6.9. **Student Movement after October 1.** After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and

implement its own enrollment policies, consistent with Colorado and federal law. See C.R.S. § 22-30.5-104(3) & 7(a). See also Section 6.5 of this Contract.

6.10. **Expulsion and Denial of Admission.** The authority to hold expulsion hearings shall remain with the District Board of Education. However, the charter board, or its designee shall make findings of fact and recommendations to the District Chief Academic Officer and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a charter school student by the District Board shall specify which District school(s) the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. All costs for truancy shall be paid for by the School.

6.11. **Continuing Enrollment.** Students who enroll in the School shall remain enrolled in the School through the eighth grade, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

6.12. **Volunteer Requirements.** The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

7.1. Vision.

Mountain View Academy will be a strong school and vibrant community institution that challenges students to reach their full potential in academic efforts and character development.

7.2. Mission.

Mountain View Academy will deliver a strong K-8 education for all students marked by a rigorous curriculum aligned to Colorado standards, student-centered teaching, data-driven instruction, a focus on college readiness, parent and community partnerships, and a safe, secure, and nurturing school environment.

7.3. School Goals and Objectives.

- A. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth and growth gaps. Incremental progress in each of these indicators will be defined as progress sufficient to receive a ranking of

Improvement or better. Further, the School will establish reasonable and agreed-upon academic targets in its Unified Improvement Plan and are aligned to the performance goals and objectives described in the charter application. In the event the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.

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

- A. Parent/Guardian Choice. We are honored to provide another choice for parents to educate their children.
- B. Academic Growth. Student academic growth is deeply important. We follow a curriculum that provides a rich, liberal arts education for all students. This curriculum aligns with the Colorado standards and monitors both performance and growth assuring a focus on academic rigor for each child.
- C. Positive Character Development. Moral development of our students is a critical part of our mission. Character education is deeply embedded in the day to day teaching whether it is talking about the character traits of historical figures being studied or comparing and contrasting traits of characters in a story. Character traits are talked about daily, recognized at the classroom and school level, and constantly reinforced by all staff. In order to recognize the importance of Character at the school level, the School will reward Character each month through core virtue assemblies.
- D. Economic Sustainability. We pledge to be prudent managers of public funds to ensure long-term educational effectiveness. We involve parents and staff in many decisions and advise them on situations regarding effective use of the resources we have.
- E. School Development. Offering the choice of our vision and mission to other families provides wonderful opportunities for parents and staff. We are a mobile society and school choice ensures that parents and staff have access to the type of educational environment they desire.

7.5. GED and On-line Programs. The School's educational program as contained in the Application and reviewed by the District does not include a GED program or online program; accordingly, the School is prohibited from offering such GED or online programs, without permission of the District.

7.6. Curriculum, Instructional Program, and Pupil Performance Standards. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any

content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.7. Culturally and Linguistically Diverse Learners. The School shall provide resources and support to Culturally and Linguistically Diverse learners to enable them to acquire sufficient English language proficiency to participate in the mainstream Culturally and Linguistically Diverse instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

7.8. Indigent Students. The School shall waive all applicable fees for indigent students in accordance with School District policy/regulations, unless waived, and applicable federal and state law. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall comply with all state and federal requirements regarding the provision of services to students eligible for free and reduced lunches if and when the School offers food service.

7.9. Gifted and Talented Students. The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

7.10. Education of Students with Disabilities.

- A. The District shall provide all federally required educational services typically provided to students with mild/moderate needs. Agreements may be made through an annual MOU between the School and District to provide services to students with severe needs. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services in the District, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, divided by the total number of students enrolled in the District, times one plus the District's state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section 8.1.A. The per pupil cost shall be revised annually based on the above methodology.

- B. The District shall provide special education support services to students at the School. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs. Support services shall include psychologists, social workers, nurses, physical therapists, occupational therapists, audiologists, speech therapists, staff development and administrative and office support. Support services do not include legal costs or additional special education instructional service costs incurred by the School. Services do not include any personnel or devices required to meet the accommodation needs of students supported through a 504 Plan.
- C. A description of the special education services to be provided by the District pursuant to Section 7.10.A above. District services for special education shall include, but not be limited to, the District being responsible for providing and paying the cost of defense of any and all charges, complaints, or investigations concerning special education by the Office of Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.
- D. The School agrees to comply with all District Board policies and regulations and the requirements of state and federal laws and regulations concerning the education of students with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- E. The School shall direct the development and/or modification of any IEP for special education students of the School and may request the District's assistance. The District's Director of Special Education, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of state and federal law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- F. The District or the School may identify from time to time changes to the educational program of the School that (1) are reasonably necessary to comply with applicable law for educating students with disabilities, or (2) provide cost savings or other benefits in connection with educating students with disabilities.

After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of state and federal law. The process for determining LRE is described in Attachment 8.

SECTION EIGHT: FINANCIAL MATTERS

8.1. Revenues/Funding.

- A. During the term of this Contract, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded FTE pupil enrolled at the School. The District, however, shall retain the actual amount of the School's per pupil share of the central administrative overhead costs for services actually provided to the School; except that such amount shall not exceed five percent (5%) of the District's PPR for each funded FTE pupil enrolled at the School. The District may also withhold the per pupil costs of services purchased by the School from the District as specified in Attachment 9, to include funds to cover the School's obligation to offset SPED LEA costs and potential risk associated with potential students with "severe" needs, as defined by the District. For purposes of calculating enrollment, kindergarten students shall count as one-half of one funded FTE pupil for part-time enrolled and one FTE for full-time enrolled. The term "funded FTE pupil," as used in this Section, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. § 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. The funds withheld by the District to cover the actual costs of central administrative overhead, services purchased under this Contract, as specified in Attachment 9, and any actual direct costs as negotiated between the parties prior to the beginning of each fiscal year under this Contract shall be subject to an itemized accounting and presented to the School within ninety (90) days after the end of the fiscal year and shall be reconciled to actual costs for services actually provided within ninety (90) days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). If the actual costs of central administration overhead, direct costs, and the costs of services directly purchased by the School are less than the funds withheld, the difference between the amount initially charged to the School and the actual cost shall be paid to the School. Conversely, if the amount withheld is less than the actual costs, the difference shall be repaid to the District on a per pupil basis by withholding over the remainder of the budget year.

- B. Financial Adjustments. Any CDE audits of district pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School, spread out over the remaining months in the school year, rather than as a "lump sum" in any one month's distribution.
- C. Mill Levy Funds and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

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

- D. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act (ESEA) funding (*e.g.*, Titles I through V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- E. State Categorical Aid. On or before January 15 of each school year, the District shall provide to the School the School's proportionate share of applicable state categorical aid (*e.g.*, English Language Proficiency, Gifted and Talented, capital construction funds, or transportation funding) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE, as required.
- F. Significant Changes to the Public-School Finance Act. The Parties agree that if the Public School Finance Act of 1994, C.R.S. § 22-54-101 *et seq.*, is

significantly changed, then the Parties will re-negotiate the financial portions of this Contract that are affected so that they align with the new public school finance law.

8.2. Disbursement of Per Pupil Revenue.

- A. For the term of this Contract, funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to adjustments, deductions and annually contracted services as set forth in Attachment 9 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: December 15 of each year, funding may be revised on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to PPR provided for in the District and not otherwise deducted. Funding may also be adjusted for any services provided by the District under this Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.
- C. Budget. The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its balanced budget to the District on or before June 1 of each year, so that the District can review the School's balanced budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the School District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the School District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its balanced budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

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

8.4. **TABOR Reserve.** The school shall maintain its own TABOR reserve.

8.5. **Contracting.** The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and MVA's authority to contract is limited by the same provisions of law that apply to the provisions of Attachment 10. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by MVA, where feasible, shall include the following provisions:

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

8.6. **Annual Audit and Trial Balance.**

- A. Annual Audit. The School will undergo an independent, outside governmental audit by a certified public accountant, chosen by the School's governing body, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. The School will bear the costs of its independent audit. MVA is aware of the interactive nature of its audit and that of the District and will ensure that its independent auditor cooperates with the District auditor in providing relevant information by September 15 so that both audits might be finalized by October 20. The District, in turn, will attempt to provide preliminary figures associated with the annual itemized accountings for central administrative overhead costs, purchased services and agreed direct costs in advance of the ninety (90) day period from the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). In the event the School fails to provide the financial information to the District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District, after providing written notice to the School, may withhold up to ten percent (10%) of any monthly funding flow due the School until such time as MVA complies with the financial reporting requirements.
- B. Trial Balance. The School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual audit in accordance with the dates and procedures outlined above.

8.7. **Quarterly Reporting.** The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b) and post required reports pursuant to C.R.S. §22-44-301 et seq. Such reports shall be submitted to the District no later than thirty (30) days

following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

8.8. **Non-commingling.** Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Subject to the requirements of Section 6.1 above, the District and the School acknowledge and agree that the School may operate a private subsidiary preschool (the "Preschool"), a legal entity distinct from the School and separate from this Contract, and that the District and the School shall enter into an annual agreement setting forth the financial and non-financial arrangements between the School and the Preschool.

8.9. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

8.10. **Direct Costs/District Services.** The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the School District the services and materials specified in Attachment 9 at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect and attached as Attachment 9. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the School District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so by mutual agreement with the District. Costs shall be adjusted annually by the School District based upon its then-current budget and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4), and any difference between the amount initially charged to MVA and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the school district, unless otherwise waived. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The parties mutually recognize that the District is barred from withholding funding for direct costs unless the payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

9.1. **Employee Matters.** The parties agree that teachers and other staff employed at the School are employees of the School or its ESP, and are not employees of the School District. The School or its ESP is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School or its ESP shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons.

- A. Hiring of Personnel. All persons who perform services as an employee for the School shall be considered "at-will" employees of the ESP during the period that the ESP agreement is in effect, unless otherwise expressly agreed the ESP

and the School's Board of Directors. Personnel may be selected by the School or its ESP subject to compliance with all state and federal rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. The School or its ESP may terminate the employment of any personnel without cause and for any reason not prohibited by law.

- B. Employee Compensation, Evaluation and Discipline. During the period that the ESP agreement is in effect, personnel at the School will be employees of the ESP, unless otherwise agreed by the ESP and the School's Board of Directors. The School or its ESP shall adopt written policies in compliance with federal and state law concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the charter school Board of Directors or its ESP and not by the School District's Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the School or its ESP.

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

9.2. **Instructional Providers.** The School shall employ or otherwise utilize in instructional positions those individuals who the School deems are qualified, consistent with applicable state and federal law (unless waived) as applied to Colorado charter schools, not school districts.

9.3. **Background Checks, Fingerprinting.** The School or its ESP, as directed by the School, shall assure that background checks (including a check for a criminal record) are conducted to the extent required by applicable laws, rules and regulations. *See* C.R.S. §§ 22-30.5-110.5 & -110.7.

SECTION TEN: FACILITIES

10.1. **School Facilities.** The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements. The School shall be limited to a single campus. Campus here means contiguous plot of land. Any growth to a new or to additional campuses or facilities is subject to District approval.

10.2. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District.

10.3. **Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing MVA the use of under-utilized District facilities until such time as the impracticability condition is corrected.

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

11.1. **Renewal Process.** The School shall submit its renewal application during the 2024-2025 school year in accordance with then-current District procedures and process. The District Board of Education shall act on the renewal application by resolution no later than February 1, 2025, unless the term of this Contract has been previously extended by Board action. Before the District Board takes action, it shall allow a public hearing wherein the School shall have the opportunity to address the Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution with reasonable specificity and all such reasons must be supported by evidence and consistent with applicable law including the Charter School Act.

11.2. **Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.

11.3. **Criteria for Renewal or Non-renewal and Revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).

11.4. **Termination and Appeal Procedures.** The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the

School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.

11.5. **School-initiated Closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.

11.6. **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in the facilities if such facilities are held by the MVA Building Corporation, under lease to the School. The District's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and,
- B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7. **Return of Property.** In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. All non-consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE:GENERAL PROVISIONS

12.1. **Order of Precedence.** In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that the Contract shall take precedence over

policies of either Party and the Application, applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the Application, and policies of the School or mutually-acceptable practices developed during the term of the Charter Contract shall take precedence over the Application.

12.2. **Amendments.** No amendment of the Contract shall be valid unless ratified in writing by the District Board and the School's Board of Directors and executed by authorized representatives of the Parties.

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

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

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

12.6. **No Third-party Beneficiary.** The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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

Notice. Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the established address of the School's prime operating facility, in the case of notice being sent to the School, 12482 Handles Peak Way, Falcon, CO 80831 or to the District's Administrative Offices, 10850 East Woodmen Road, Falcon, CO 80831 in the case of notice being sent to the School District. Either Party may change the address for notice by giving written notice to the other Party.

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

12.9. **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and School District policies/regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the School District of a majority of its other schools.

[Signature Page Follows.]

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

DISTRICT:

SCHOOL DISTRICT NO. 49

By: _____
Name:
Its:

SCHOOL:

MOUNTAIN VIEW ACADEMY

By: _____
Name:
Its:



ATTACHMENT 1

RESOLUTION

Regarding Mountain View Academy

The Board of Education is committed to Every Student by supporting the Mountain View Academy as an avenue of serving student needs, promoting high academic expectations, and embracing a culture of innovation; and

The Board of Education is committed to providing a Portfolio of Schools – to include a charter school with the Mountain View Academy liberal arts learning focus; and

The Board of Education is committed to being the Best District by supporting the diverse needs of students through innovation and specialized programming matched with an emphasis on career and character education; and

The Board of Education is committed to building strong Community partnerships with community agencies; and

The Board of Education is committed to building Trust by offering a quality charter opportunity, which will attract and retain students in D49;

THEREFORE:

We, the members of the board, resolve to support Mountain View Academy as approved conditionally on July 11, 2019 for a projected school opening in the Fall of 2020. This application, submitted by the founding board of the Mountain View Academy and endorsed by the iConnect Zone Superintendent, Chief Education Officer, Chief Operations Officer and Chief Business Officer, is approved with the following conditions and is subject to approval of the charter contract:

- Provide evidence of a suitable facility with a Letter of Intent to D49 by September 1, 2019. Include information regarding the financial partner, building square footage, estimated annual cost through the term of the agreement, a detail of any escalating costs, project timeline, and estimated completion date.
- Verify the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County.
- Should MVA apply for the Colorado Charter School Program (CSP) grant funds as indicated in the proposed budget:
 - Develop and implement a financial plan ensuring “up front” funds required for CSP grant eligibility.
 - Submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- Identify and hire a school leader (Principal) no later than January 1, 2020.
- Secure Intent to Enroll forms needed to reach the sFTE required to balance the Year 1 budget. Demonstrate 75% of year 1 enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020.
- Engage with the iConnect Zone and D49 administration in developing pre-opening milestones.
- Meet all timelines and details of pre-opening milestones.



The Chief Education Officer, through his designees, the iConnect Zone Superintendent and Mountain View Academy founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the Mountain View Academy plan.

ADOPTED AND APPROVED this 11th day of July, 2019

Marie LaVere-Wright, Board President
Falcon School District 49

(SEAL)

ATTEST:

Dave Cruson, Board Secretary
Falcon School District 49



ATTACHMENT 2

Annual Charter School Checklist

Introduction

The purpose of this checklist is to verify that the charter school is in compliance with certain state and federal laws and regulations.

Curriculum and Instruction

Description		Reference
Instruction in federal & state history & government	<ul style="list-style-type: none">• Colorado history in 4th grade•	22-1-104*
Effect of use of alcohol and controlled substances	<ul style="list-style-type: none">•	22-1-110
Federal Constitution to be taught	<ul style="list-style-type: none">• Taught on or about Sept. 17th	22-1-108, 109
Sight and hearing tests	<ul style="list-style-type: none">• Evidence of testing	22-1-116
Policy for student possession & administration of prescription medication	<ul style="list-style-type: none">• Policy on file (administrator)	22-119.3
Asthma, food allergy, and anaphylaxis health management	<ul style="list-style-type: none">• Policy on file (administrator)	22-119.5
Comprehensive human sexuality education	<ul style="list-style-type: none">• Policy on file (admin or board)• Curriculum scope & sequence	22-1-128
Content standards	<ul style="list-style-type: none">• Alignment	22-7-407

* All statutory references in this document are Colorado Revised Statutes unless otherwise noted.

Governance, Records, and Charter Schools

Description		Reference
Colorado Open Meetings Act	<ul style="list-style-type: none">• Board meetings posted• Board adopts posting location each January•	24-6-401 et seq.
Colorado Open Records Act	<ul style="list-style-type: none">• CORA requests in compliance• Staff notified of law (emails)	24-72-201 et seq.
Family Educational Rights & Privacy Act of 1974	<ul style="list-style-type: none">• Policy on file (admin or board)	20 USC 1232(g)
Nonprofit Corporation Act	<ul style="list-style-type: none">• Corporation in good standing with SOS	7-121-101 et seq.

Safety and Discipline

Description		Reference
Safe School Plan	<ul style="list-style-type: none">• Plan on file at school & district	22-32-109.1 (2)
Grounds for suspension, expulsion, an denial of admission of students	<ul style="list-style-type: none">• Policy on file (admin or board)	22-33-106
Procedures for suspension, expulsion, and denial of admission of students	<ul style="list-style-type: none">• Policy on file (admin)	22-33-105
Child Protection Act of 1987	<ul style="list-style-type: none">•	19-3-301 et seq.
Background checks for employees	<ul style="list-style-type: none">• Evidence of compliance (perusal of personnel files)	22-1-121

Exceptional Students

Description		Reference
Discipline of students with disabilities	<ul style="list-style-type: none">• Policy on file	20 USC 1415(k)



		34 CFR 519-529
Exceptional Children's Educational Act	•	22-20-101 et seq.
§ 504 of the Rehabilitation Act of 1973	• Evidence of school child study team	29 USC 794
Individuals with Disabilities Education Act	• IEPs on file	42 USC 1401 et seq.
English Language Proficiency Act	•	22-24-101 et seq.

Finance

Description		Reference
Fees	<ul style="list-style-type: none"> • Board policy • Evidence of adoption of annual fee schedule 	22-32-110 (1)(o) & (p); 22-32-117
Allocation of funds to a capital reserve fund	<ul style="list-style-type: none"> • Evidence in budget 	22-54-105 (2)(b)
Expenditures from a capital reserve fund	<ul style="list-style-type: none"> • Evidence in budget • Evidence in board minutes 	22-45-103; 24-10-115, Art. 13 of Title 29
Allocation of funds for instructional supplies & materials	<ul style="list-style-type: none"> • Evidence in budget 	22-54-105 (I)
Financial Transparency Act	<ul style="list-style-type: none"> • Verification on website 	22-44-301 et seq.



ATTACHMENT 3

Board Certification Form

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

Background

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

Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ I/we do not know of any such persons.
☐ Yes
2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ I/we do not anticipate conducting any such business.
☐ Yes
3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
☐ Not applicable because the charter school does not contract with a management company or charter management organization.
☐ I/we do not know of any such persons.
☐ Yes



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

Other

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

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

Signature

Date



ATTACHMENT 4

ESP Guidelines

1. No provision of the ESP agreement shall interfere with the charter school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the charter school. No provision of the ESP agreement shall prohibit the charter school board from acting as an independent, self-governing public body, or allow decision to be made other than in compliance with the Open Meetings Act.
2. The ESP agreement shall contain specific performance measures for the provider, a process for periodic review of progress and a process to remedy below-satisfactory performance, including but not limited severing the agreement.
3. An ESP agreement shall not restrict the charter school board from waiving its governmental immunity or require a charter school board to assert, waive or not waive its governmental immunity.
4. No provision of an ESP agreement shall alter the charter school board's treasurer's legal obligation to direct that the deposit of all funds received by the charter school be placed in the charter school's account.
5. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the ESP for the fees or expenses associated with the charter school's operation provided that documentation for the fees and expenses are provided for charter school board ratification.
6. ESP agreements shall provide that the financial, educational and student records pertaining to the charter school are charter school property and that such records are subject to the provisions of the Colorado Open Records Act. All charter school records shall be physically or electronically available, upon request, at the charter school's physical facilities. Except as permitted under the charter contract and applicable law, no ESP agreement shall restrict the authorizer's access to the charter school's records.
7. ESP agreements must contain a provision that all finance and other records of the ESP related to the charter school will be made available to the charter school's independent auditor.
8. The ESP agreement must not permit the ESP to select and retain the independent auditor for the charter school.
9. If an ESP purchases equipment, materials and supplies on behalf of or as the agenda of the charter school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter school.
10. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the charter school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
11. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter school board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the charter school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the charter school; or (ii) were developed by the ESP at the direction of the charter school governing board with charter school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the charter school's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the charter school or that are not otherwise dedicated for



the specific purpose of developing charter school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the charter school are subject to state disclosure laws and the Open Records Act.

12. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the charter school. If the ESP leases employees to the charter school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the charter school or working on charter school operations. If the charter school is staffed through an employee leasing agreement, legal confirmation must be provided to the charter school board that the employment structure qualifies as employee leasing.
13. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the charter school board that is required according to the charter contract.
14. Marketing and development costs paid by or charged to the charter school shall be limited to those costs specific to the charter school program, and shall not include any costs for the marketing and development of the ESP.
15. The maximum term of an ESP agreement must not exceed five academic years.
16. If the charter school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not a part of or incorporated into the ESP agreement.



ATTACHMENT 5

Waiver Request Protocol

Requests for waiver of state law or rule and district policies are included as an attachment to the charter contract. Requests for waiver from state law or State Board of Education rules are sent to CDE within 10 days of finalizing a charter contract. If waivers are being requested in addition to those automatically waived upon request, then they must be put on a State Board agenda for approval. Requesting only those automatically approved is quicker because the Schools of Choice Unit only needs to process them before documentation designating approval is provided.

Requests for waivers from district policies are processed at the district level and are not sent to the state. The district has a list of district policies that are automatically waived for charter schools if they are requested. If additional waivers are being requested, they will be approved as a part of the contract approval process. The district Board of Education approves district policy waiver requests.

Requests for waivers include a Rationale and Replacement Plan (RRP). This is an explanation of how the charter school will operate with the waiver. This may include a board policy, administrative procedure, handbook or a description of a practice.

There are two types of waivers: substantive and delegatory. A substantive waiver means that the charter school is going to do something completely different. For example, a charter school uses at-will employees rather than recognizing tenure for teachers. A delegatory waiver means the charter school board, rather than the district Board of Education, will have responsibility for ensuring compliance with the statute. An example of this is the charter school board having authority to select textbooks and curricula.

There are differing opinions from legal counsel regarding which waivers a charter school needs to operate effectively. A charter contract for a K-8 school *explicitly* gives the governing board the right to operate a Kindergarten program and therefore, many believe the waiver for providing Kindergarten is not necessary. Charter school leaders should always consult their legal counsel when requesting waivers.

Charter schools may not waive any federal laws. Moreover, charter schools must still meet the intent of state laws and rules, from which it has been waived.

Process

1. Download the Waiver Request Form at:

http://www.cde.state.co.us/cdechart/download/WaiverReqForm_Final.pdf Fill out the form and get appropriate signatures. District signatures will be provided during the review/approval process.

2. Determine which waivers from state statute or rule the charter school will request and for each one provide a Rationale and Replacement Plan (RRP) (examples are on the CDE website). In the RRP, separate the waivers that are automatically approved and those that are in addition to the automatic waivers.

3. Create a separate list of the district policies the charter school wishes to waive from. For each, provide a Rationale and Replacement Plan. Again, keep separate the district policies that can be automatically approved. Note that a waiver from state statute or rule supersedes district policy and therefore the charter school may not want to waive district policy that is aligned with state law. An example of this is waiver from C.R.S. 22-32-109(1)(n) Determine Contact Hours and Adopt District Calendar allows the charter school governing board to set the school calendar, which means District Policy IC_ICA and IC_ICA-R School Year/School Calendar/Instruction Time are not needed.

4. Waiver requests are submitted with a new charter school application or a renewal application. They will be discussed as a part of charter contract negotiations. They will be made final when the district Board of Education approves the contract.

5. The district will submit the signed Waiver Request Form and corresponding RRP to CDE after the Board of Education has approved the contract. CDE will provide a letter documenting the approval of waivers after



reviewing and processing them. The length of time will vary depending upon if the waivers must go to the State Board or not. The district should receive a copy of this letter, also.

Automatically Approved District Policy Waivers

The following district policies will be automatically waived upon request.

- **Section G: Personnel.** The charter school is responsible for its own employees and employs personnel at-will making most of these policies unnecessary.
- **Section I: Instruction.** The charter school is approved in its charter contract to provide the educational program described in its initial charter school application or renewal application.

IA	IGA	IGD	IGF
IHA	IHA-R	IHAC	IHACA
IHAE	IHAK	IHAL	IHAL-R
IHAM	IHAMA	IHAMB	IHAMC
IHAM-R IHAMB-R IHAMC-R	IIB	IJ	IJ-R
IJ-E-1	IJ-E-2	IJJ	IJK
IJK-R	IJL	IJL-R	IJL-E
IK	IKA	IKAB	IKCA
IKE	IKF	IKFA	IKFB
IL	IMA	IMB	IMB-R
IMBB			

- **Section K: School-Community-Home Relations.** As a charter school, the leaders have their own communication with the community and families.

KB	KEC	KEC-E	KEF
KEF-R	KFA	KHC	KHC-R
KI	KLB	KLK	KLMA



ATTACHMENT 6

Waiver Requests – Mountain View Academy

Starting July 1, 2020

Mountain View Academy will comply with all state and federal laws and policies that are not waived. As we progress through the charter application process, we may identify additional requested district waivers. We request the waivers indicated to allow this Board and National Heritage Academies, MVA's ESP at the time of MVA's approval and founding, NHA to deliver on our shared mission and vision described throughout this application.

Pursuant to the Charter Schools Act, MVA requests waivers of certain Colorado Revised Statutes listed below. We have identified each statute, the reason for each request, and a replacement plan. The waivers will help MVA meet its mission, goals, and objectives and implement its education program. Although a replacement plan is identified with each non- automatic waiver requested, we will identify additional replacement policies and refine the noted plans before the start of school operations.

Requested Waivers of District Policy

Listed below are the waivers requested from the district. In some instances, waivers are requested not because of any substantive disagreement with the scope, intent, or language of a policy, but rather because the subject policy specifies that the district Board of Education, the superintendent, or a school principal bears responsibility for performing a particular action or function; in the MVA model for governance/administration, these functions would be performed by the MVA Board, school administrator, and/or our management partner NHA.

We request waivers from district policies on Foundations and Basic Commitments (Section A), School Board Governance and Operations (Section B), General School Administration (Section C), Fiscal Management (Section D), Support Services (Section E), Facilities Planning and Development (Section F), Personnel (Section G), Instruction (Section I), Students (Section J), and School and Community Relations (Section K).

- *Rationale:* Charter schools have unique status and are expected to be innovative in educational reform. For MVA to be successful and operate in a manner consistent with its mission and vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.
- *Replacement Policies:* Replacement policies will be developed to be consistent with the philosophies of the MVA Board and NHA.



- *Duration of MVA Policy Waivers:* All of the following waivers are requested for the duration of the charter.
- *Financial Impact:* MVA anticipates no financial impact of these waivers to either the district or the school.
- *How Impact of Waivers Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of these waivers, MVA will be able to implement its program in a manner consistent with its educational philosophy and the mission of the school. We would like to negotiate specific district policy waivers through the charter contracting process.

Automatic Waivers of State Rule and Statute

C.R.S. § 22-32-110(1)(i) – Local Board Powers – Reimburse employees for expenses: Authorizes Board of Education to reimburse employees for expenses.

~~**C.R.S. § 22-32-110(1)(y)** – Gifts: Grants the Board of Education the power to accept gifts, donations, or grants of any kind made to the district and to expend such in accordance with the donor's conditions, except conditions contrary to the law.~~

C.R.S. § 22-33-104(4) - Compulsory School Attendance: Attendance policies and excused absences.

C.R.S. § 22-63-301 – Teacher Employment Act – Grounds for dismissal: Provides grounds and procedures for dismissal of teachers.

C.R.S. § 22-1-112 – School Year: National holidays.

Automatic Waivers of State Rule and Statute (with Additional Detail)

The waivers below are considered “automatically granted” upon completion of a signed charter contract. Additional details are provided below for specific waivers that allow MVA to implement the planned educational program in concert with NHA, with special consideration given to the employment of staff by NHA.

~~**C.R.S. § 22-32-109 (1)(b)** – Board of Education – Specific Duties: Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the district.~~

- ~~• *Rationale:* MVA will operate independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules, and regulations, subject to the limitations in the Charter School Act.~~



- ~~• *Replacement Plan:* The MVA Board will adopt policies and the principal will prescribe rules and regulations for operation of the school.~~
- ~~• *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.~~
- ~~• *Financial Impact:* None to either the district or MVA.~~
- ~~• *How the Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.~~
- ~~• *Expected Outcome:* MVA expects that these waivers will enable it to carry out its educational program, administer its affairs efficiently, and accomplish its mission as set forth in the application.~~

C.R.S. § 22-32-109 (1)(f) Board of Education – Specific Duties: Requires the Board of Education to employ all personnel and fix their compensation.

- *Rationale:* MVA is partnering with an educational management organization, which will be responsible for personnel matters, including employing staff and establishing terms and conditions of employment, policies, rules, and regulations. Therefore, MVA requests that these statutory duties be waived or delegated from the district Board of Education to ~~the~~ MVA and NHA its ESP. The success of MVA will depend in large part upon its ability to select and employ its own staff, through the Services its Agreement agreement with NHA its ESP if any, and to train and direct that staff.
- *Replacement Plan:* MVA and NHA its ESP, through the Services Agreement, will be responsible for these matters instead of the district.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of the waiver, MVA and NHA its ESP, through the Services Agreement, will select, employ, and provide professional development for teachers and staff at MVA, in accordance with the terms and conditions set by the Charter School Act.

~~**C.R.S. § 22-32-109(1)(n)(H)(A)** – Determine teacher-pupil contact hours. School Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.~~



~~• *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.~~

~~• *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.~~

~~• *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.~~

~~• *Financial Impact:* None on the budget of either the district or MVA.~~

~~• *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.~~

~~• *Expected Outcome:* As a result of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.~~

C.R.S. § 22-32-109(1)(t) – Local Board Duties Concerns Textbooks and Curriculum: Grants Board of Education authority to determine educational programs to be carried on in schools of the district and to prescribe textbooks.

- *Rationale:* MVA asks the district to grant the MVA Board the authority to determine the educational program and instructional materials to be used in the school. MVA will choose the instructional materials that will be used and the procedure for making them available to its students.
- *Replacement Plan:* The educational program that MVA will implement is college-focused curriculum as described throughout this application.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of this waiver will be measured by the performance criteria and assessments that apply to MVA, as set forth in the application.
- *Expected Outcome:* MVA expects that this waiver will enable it to implement its curriculum and ensure that students meet the proposed standards.

C.R.S. § 22-32-110(1)(h) – Local Board Powers – Terminate Employment of Personnel: Makes Board of



Education responsible for terminating personnel.

- *Rationale:* The MVA Board and ~~NHA~~its ESP will be responsible for personnel matters at the school. ~~NHA~~The ESP will employ staff and use its established terms and conditions of employment, policies, and rules and regulations. Therefore, MVA asks that these statutory duties be waived or delegated from the district to the MVA Board and ~~NHA~~its ESP. The success of MVA will depend in large part upon its ability to select, employ, and terminate its own employees under its contract with NHAits ESP.
- *Replacement Plan:* MVA and ~~NHA~~its ESP will be responsible for these matters rather than the district. MVA will use the dismissal procedures and protocols already established by ~~NHA~~its ESP.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of the waiver, ~~NHA~~the ESP, under its contract with the MVA Board, will ~~–~~employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(j) – Local Board Powers – Procure life, health, or accident insurance: Authorizes Board of Education to procure group life, health or accident insurance for employees.

- *Rationale:* Through a contract with MVA, ~~NHA~~the ESP will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, MVA requests that these statutory duties be waived or delegated from the district to the MVA Board. The success of MVA will depend in large part upon its ability to select, employ, and terminate staff as well as provide for group, life, health, and accident insurance and procedures for reimbursement of employee expenses.
- *Replacement Plan:* MVA will be responsible for these matters rather than the district. Procedures in these areas will be developed by the MVA Board prior to the start of operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver, MVA will employ staff in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-32-110 (1) (k) – School District Boards of Education – Powers & Duties – Board of Education – specific powers – repeal – In-Service Training: Requires School District Board of Education to adopt policies, rules, and regulations regarding in-service training, professional growth, and official conduct.

- *Rationale:* The school must have the authority to determine its own policies, rules, and regulations regarding in-service training, professional growth, safety, official conduct, and welfare of its employees.
- *Replacement Plan:* The MVA Board, principal, and ~~NHA~~ MVA's ESP will be responsible for these matters. The MVA Board, principal, and ~~NHAMVA's ESP~~, prior to initial operations, will promulgate policies and rules and regulations on in-service training.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, ~~NHAMVA's ESP~~, through a contract with the MVA Board, will select, employ, and provide professional development for its school administrator, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-32-110(1)(ee) – Local Board Powers – Employ Teachers' Aides and Other Noncertificated Personnel: Authorizes Board of Education to employ teacher aides and non-certified personnel.

- *Rationale:* Through a contract with MVA, ~~NHA~~ MVA-MVA's ESP or MVA will be responsible for its own personnel matters, including employing its

own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, MVA requests that these statutory duties be waived or delegated to the MVA Board. The success of MVA will depend in large part upon its ability to select and employ its own staff and to train and direct that staff under its contract with ~~NHA~~its ESP.



- *Replacement Plan:* MVA and NHA-its ESP will be responsible for these matters rather than the district. ~~A non-certified contract will be drawn up by the MVA Board, with legal counsel. Our school administrator will primarily be responsible for planning, with input from staff and approval of the MVA Board, the professional development and school policies to meet their needs. The success of MVA will depend in large part upon its ability to select, employ, and terminate its own employees under its contract with NHA-its ESP or otherwise.~~
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver ~~NHA and~~ MVA and its ESP, if any, will select, employ, and provide professional development for staff, in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-32-126 Principals – Employment and Authority: “(1) The Board of Education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board of Education shall determine necessary. (2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education.”

- *Rationale:* Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. MVA must be able to look beyond the traditional supervisory administrative certification in selecting its administrator/principal.
- *Replacement Plan:* ~~NHA, under its contract with~~ MVA or its ESP will employ a school administrator (principal) who will report to the school’s Board. The school administrator does not have to hold a principal’s license to perform the listed duties.



- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the established performance criteria as set forth in this application.
- *Expected Outcome:* As a result of the waiver ~~NHA, under its contract with~~ MVA ~~or its ESP,~~ will select, employ and provide professional development for its own administrative staff, in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-63-302 – Teacher Employment Act – Procedures for dismissal of teachers: This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the Court of Appeals.

- *Rationale:* The success of MVA in accomplishing its mission is dependent primarily upon the talents, skills, and personal commitment of its teachers. NHA, through a contract with the MVA Board, must be able to terminate employees who cannot deliver its educational program successfully.
- *Replacement Plan:* Continued employment at MVA will be subject to annual performance evaluations. This policy and procedure will be in accordance with NHA's developed protocols. Teachers who are rated unsuccessful may be terminated by NHA.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* As a result of these waivers, NHA will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of the school.

C.R.S. § 22-63-401 – Teacher Employment Act – Certificate required to pay teachers: This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

- *Rationale:* The employees at MVA will ~~be employees of NHA under its contract with MVA and will~~ not be



employees of the district. Thus, section 22-63- 401 does not apply and contrasts with the independent fiscal responsibility stated in the Charter Schools Act.

- *Replacement Plan:* MVA will use NHA's established salary and payment obligations to achieve our mission and educational goals.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* Because of this waiver, MVA and NHA will be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school. C.R.S. § 22-63-402 – Teacher Employment Act – Certificate required to pay teachers: This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher's certificate, letter of authorization, or written authorization from the Department of Education.
- *Rationale:* MVA and NHA will be solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating employees. Selection of personnel is subject to compliance with all federal and state rules and regulations.
- *Replacement Plan:* MVA and NHA may, where possible, hire certified teachers and school administrators. However, it may be beneficial for MVA and NHA to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. MVA and NHA may require such persons to obtain a certificate within a designated period.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How the Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the evaluation system set forth in this application.
- *Expected Outcome:* Because of these waivers, ~~NHA under its contract with~~ MVA or its ESP will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.



C.R.S. 22-63-402[sg1], Services – Disbursements. Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

- **Rationale:** NHA should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The Principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the CEO of MVA. NHA will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the ESP, if any, will be employed on an at-will basis.
- **Replacement Plan:** NHA will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous to be able to hire teachers and/or principals without a Colorado certificate and who possess unique background and/or skills or fill the need of the School.
- **Duration of the Waivers:** MVA requests that the waivers be for the duration of its contract with School District D49
- **How the Impact of the Waivers will be Evaluated:** The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to MVA, as per this Charter School Agreement.
- **Expected Outcome:** As a result of these waivers, the School will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-403 Teacher Employment Act – Describes Payment of salaries: Governs payment of salaries upon termination of employment of a teacher.

- *Rationale:* MVA and NHA should be granted the authority to develop its own employment

terms and conditions of employment. Given the at-will nature of employees, MVA and NHA should not be required to give non-probationary status and probationary periods to its teachers. MVA will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential.

- *Replacement Plan:* The contract between MVA and the district will have staff to be employed on a year-to-year basis as “at-will” employees. MVA plans to use NHA’s developed teacher contract.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance



criteria and assessments that apply to MVA as set forth in the application and the contract.

- *Expected Outcome:* MVA expects that because of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of its teachers and students.

Non-Automatic Waivers of State Rule and Law

We are requesting the additional waivers outlined below to allow us to implement the academic program described throughout this application.

C.R.S. § 22-32-109(1)(n)(II)(A) – Determine teacher-pupil contact hours: School Board’s duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None on the budget of either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* As a result of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-32-110(1)(y) [SG2] – Gifts: Grants the Board of Education the power to accept gifts, donations, or grants of any kind made to the district and to expend such in accordance with the donor’s conditions, except conditions contrary to the law.

Rationale:

- **Replacement Plan:**



- Duration of Waiver:

- Financial Impact

- How the Impact of Waiver Will be Evaluated:

- Expected Outcome:

C.R.S. § 22-32-109 (1)(b) - Board of Education – Specific Duties: Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the district .

- Rationale: MVA will operate independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules, and regulations, subject to the limitations in the Charter School Act.

- Replacement Plan: The MVA Board will adopt policies and the principal will prescribe rules and regulations for operation of the school.

- Duration of Waiver: MVA requests that the waiver be for the duration of its charter.

- Financial Impact: None to either the district or MVA.

- How the Impact of Waiver Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.

- Expected Outcome: MVA expects that these waivers will enable it to carry out its educational program, administer its affairs efficiently, and accomplish its mission as set forth in the application.

C.R.S. § 22-9-106 Local Board of Education – Duties: Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district’s reporting requirements to the state Board of Education, and the minimum information required in the district’s written evaluation system.

- *Rationale:* For the school to function according to its unique needs and design, the school administrator and MVA Board must develop and adopt its own system of evaluation.

- *Replacement Plan:* MVA and NHA will provide a yearly evaluation for all staff. Teachers will be held



accountable to the school administrator and NHA. The evaluation system will be further developed and submitted to the district prior to commencing school operations.

- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* With this waiver, MVA and NHA will be able to implement the program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. § 22-2-112(1)(q)(I) – Commissioner – Duties – reporting performance evaluation ratings: Outlines requirements for the Educator Preparation Program Report.

- *Rationale:* For the school to function according to its unique needs and design, the school administrator and MVA Board must develop and adopt its own system of evaluation.
- *Replacement Plan:* MVA will provide a yearly evaluation for all staff. Teachers will be held accountable to the school administrator. The evaluation system will be further developed and submitted to the district prior to commencing school operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its Charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* With this waiver, MVA will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar: Sets requirements for instructional days and hours. [SG3]

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil



contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.

- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* Because of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. 22-32-109(1)(n)(II)(B) – Adopt district Calendar: Requires adoption of a district calendar applicable to all schools within the district.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* Because of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-63-201 – Teacher Employment Act – Compensation & Dismissal Act – Requirement to hold a certificate: Prohibits MVA or NHA from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.



- *Rationale:* MVA and NHA will be responsible for selecting, supervising, disciplining, determining compensation for and terminating employees at MVA. Selection of personnel is subject to compliance with all federal and state rules and regulations.
- *Replacement Plan:* NHA may, in contract with the MVA Board, where possible, hire certified teachers and school administrators. However, it may be beneficial for NHA to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. NHA may require such persons to obtain a certificate within a designated period.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How the Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the evaluation system set forth in this application.
- *Expected Outcome:* Because of these waivers, NHA will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-202 – Teacher Employment Act – Contracts in writing, damage provision: Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

- *Rationale:* NHA, in contract with the MVA Board, will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the school requests that these statutory duties be waived or delegated from the district to MVA. The success of the school will depend in large part upon the ability to select and employ staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school and/or NHA. All staff at MVA will be employed on an at-will basis.
- *Replacement Plan:* The school and NHA will be responsible for these matters. NHA's existing policies and procedures for termination will be used. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.
- *Duration of Waiver:* MVA requests the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* Because of this waiver, NHA, in contract with the MVA Board, will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter school agreement.

C.R.S. § 22-63-203 – Teacher Employment Act – Requirements for probationary teacher, renewal & nonrenewal: This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

- *Rationale:* NHA, in contract with the MVA Board, will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the school requests that these statutory duties be waived or delegated from the district to MVA. The success of the school will depend in large part upon its ability to select and employ staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school. All staff at MVA will be employed on an at-will basis.
- *Replacement Plan:* The school and NHA will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.
- *Duration of Waiver:* MVA requests the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* Because of this waiver, NHA, in contract with the MVA Board, will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter school agreement.

C.R.S. § 22-63-206 – Teacher Employment Act – Transfer of teachers: Permits transfer of teachers between schools upon recommendation of the district's chief administrative officer.

- *Rationale:* The Charter Schools Act allows a charter school to be responsible for its own personnel



matters. It is inconsistent with this statute for the district to make transfers with/or for MVA.

- *Replacement Plan:* MVA and NHA will make staff assignments based on the school's needs and educational goals. No staff will be assigned to positions for which they are not qualified.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* MVA expects that, because of this waiver, it will be able to manage its own personnel affairs.

C.R.S. § 22-63-204 – Teacher Employment Act – Receiving moneys from sale of goods: Receiving monies from the sale of goods.

- *Rationale:* Because MVA has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. MVA staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.
- *Replacement Plan:* The MVA Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver, the MVA Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-32-119 – Kindergarten: Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline, and rules and regulations governing the program.



- *Rationale:* MVA will operate its own kindergarten program in accordance with the application. MVA should be authorized to develop, adopt, and implement training, as well as prescribe courses of study, discipline, and rules and regulations governing its kindergarten program, subject to the limitations in the application and the contract.
- *Replacement Plan:* MVA will provide its own curriculum for kindergarten students.
- *Duration of Waiver:* MVA requests that the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* MVA expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers, and community.

C.R.S. § 22-63-103 (10) – Teacher Employment Substitutes – Teacher Employment, Compensation, and Dismissal – Definitions – Substitute Teacher: This section describes a substitute teacher and the qualifications of such.

- *Rationale:* Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.
- *Replacement Plan:* The school administrator shall have the authority to select part-time and substitute teachers.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, NHA in contract with the MVA Board, will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

C.R.S. § 22-60.5-301 – Colorado Educator Licensing Act -Principals & Administrators – Types of principal



licenses issued – term: Describes various types of licenses and standards for issuance for principals.

- *Rationale:* The unique curriculum and methods required to supervise and manage MVA could limit the pool of potential candidates for the school administrator position if potential candidates must also be state licensed and/or certified.
- *Replacement Plan:* The MVA Board will contract with NHA to hire a school administrator who will further the mission, goals and objectives of the school. The school administrator will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The school seeks to attract a school administrator from a wide variety of backgrounds.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, the school will be able to contract for the employment of professional staff who possess the unique skills and/or background to fill its staff needs in accordance with the terms and conditions set by the charter school agreement. MVA reserves the right to identify, during its implementation period, those Colorado Revised Statutes which are impediments to effective operation and to request waivers of those statutes, as specified in C.R.S. § 22-2-117 and 22-30.5-104 (6) and 22-30.5-105 (3).



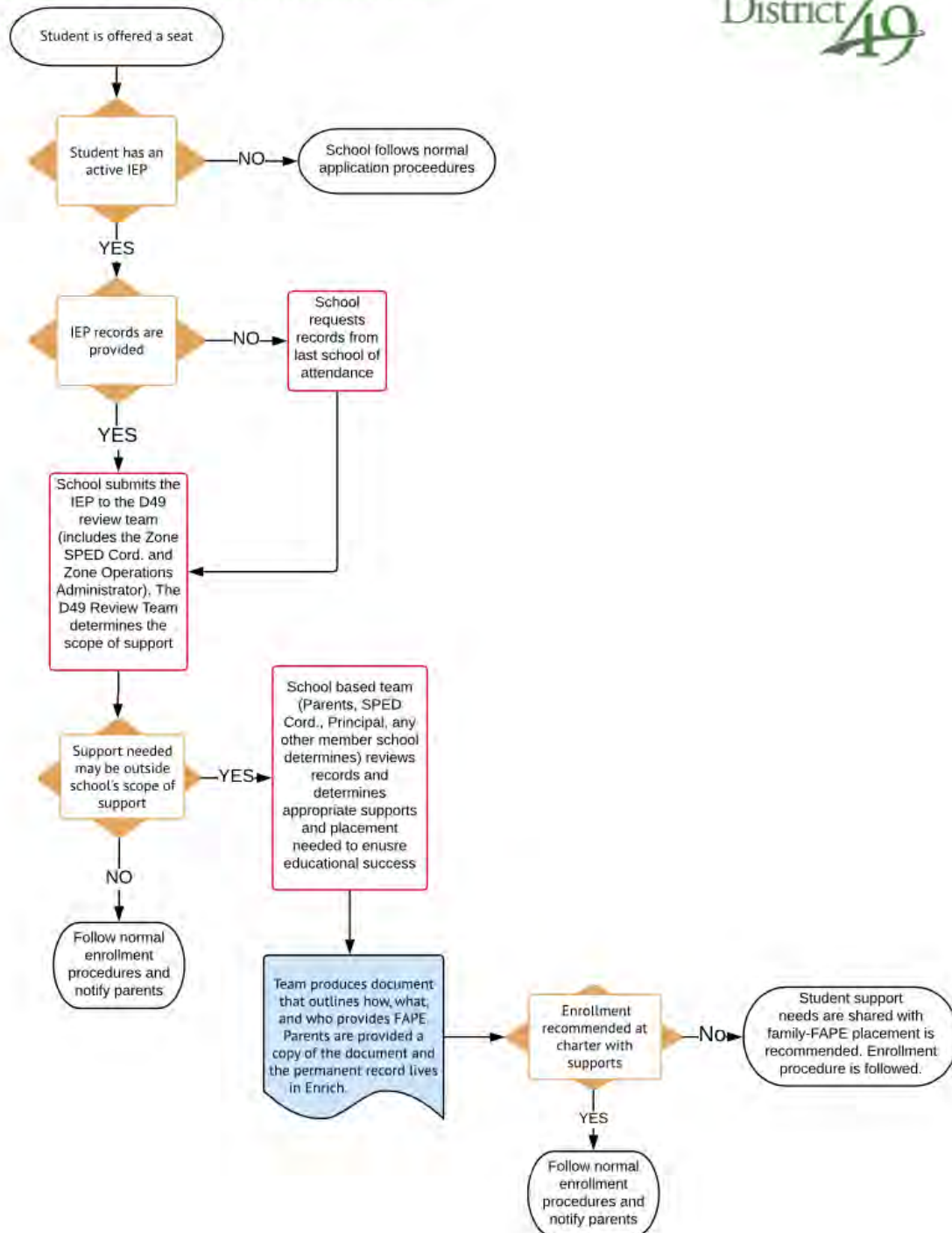
ATTACHMENT 7

Progress Monitoring Milestones

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ATTACHMENT 8

Enrollment Procedures for IConnect Zone





ATTACHMENT 9[SP4][SG5]

Purchased Services

This document establishes an outline for purchased services for Chartered Schools within the umbrella of El Paso County Colorado School District 49. While some services are unique to certain Chartered Schools, Central Administration services, Bundles Central Services as well as Special Education are subject to all Chartered Schools.

Central Administration Services consist of personnel within the District that fall under specific program codes assigned by Colorado Department of Education, or CDE. The following are all eligible program codes:

- Program 2390 Other Support Services – General Administration
- Program 2321 Office of the Superintendent Services (Chief Officers)
- Program 2510 Business/Fiscal Services
- Program 2820 Communication Services
- Program 2823 Public Communication Services
- Program 2830 Staff Services (Human Resources)
- Program 2839 Other Staff Services (Cultural Services)
- Program 2890 Other Support Services – Central

Bundles Central Services can include, but not limited to, the following:

- General and/or Specific Charter School Solution expenses
- Board of Education oversight
- Office of Principal Services (Zone leader)
- Assessment Analysis
- Wellness / Health Services
- CTE
- Learning Services / CTE / ELL / G/T
- Central Registration

Special Education are Purchased Services that all Charters benefit from.

PowerSchool (PS) is an optional purchased service that relates to use of the District's Student Information System (SIS). Expenses are allocated among the Districts Operated Portfolio of Schools as well as Charters that choose to participate.

All District Purchased Services will be "trued" up for actual costs each year in June.



ATTACHMENT 10

Right to ~~Support~~ Endorse or ~~Not Support~~ Caution Contracts and/or Contract Amendments.

The District acknowledges the autonomy of the School to enter into contracts to meet the various needs of the School. The School acknowledges that the District must provide financial oversight of the School. The School agrees that all contracts, including, but not limited to contracts for educational services, business or charter management, employee or employee equivalents, professional services, products, equipment, or any other contract is subject to review by the District prior to being entered into by the School under the conditions stated herein.

A contract will automatically require review if any one of the following factors is present in the proposed language or terms of the contract:

1. The contract/contract amendment is for any educational or management services, including, but not limited to, assessments, curriculum, a charter management organization, software, or online educational services, and;
2. The contract/contract amendment is valued at an amount greater than 12.5% of the school's PPR; or
3. The contract/contract amendment represents a vendor whose aggregate payments would equal 12.5% or greater PPR in either the current year (projected) or the prior year; or
4. The contract has any potential for a conflict of interest; or
5. The contract has defined, implied, or potential multi-year term structures; or
6. The contract has pricing terms that are variable; specifically those based on school enrollment or school revenue, rather than a clear 'cost-for-service' pricing structure.

Prior to entering into contracts subject to automatic review, the School will provide a copy of the proposed contract, and any other relevant documents and information, to the Chief Business Officer (CBO) of the District as well as the District's Charter School Liaison (CSL). Together, the CBO and CSL, with District Legal Counsel (if deemed necessary, the cost of which shall be paid by the District), will review the contract based on the following criteria:



1. Whether or not the contract reflects the fair market value, within a 25% window, for the product(s) or service(s) being provided.
2. Whether or not any of the fees associated with the contract are unreasonable or excessive, as well as whether the contract services are complete valid and accurately stated for the needs of the School.
3. Whether or not any conflicts of interest have been properly identified, disclosed and/or managed throughout the contracting process, and whether or not any ongoing and/or potential future conflicts of interest will be adequately managed.
4. Whether or not the contract exposes the School or the District to any unreasonable risks or conflicts.
5. Whether or not the contract compromises the ability of the School's Board of Directors or officers to exercise their statutory, contractual, and fiduciary responsibilities to the School or the District.
6. Whether or not the contract and its requirements comply fully with all applicable state and federal laws and regulations, and District policies that have not been waived.
7. Whether or not the contract compromises the ability of the School to be independently audited.
8. Ensure clarity as to whether or not any equipment, materials, supplies or educational materials developed or purchased in connection with the contract will remain the property of the School, or remain with the vendor.
9. Whether or not the products or services being provided will be properly itemized and accounted for by the contracted party to the School.
10. Whether or not the term of the contract exceeds the length of time remaining on the School's charter contract and, if for more than one year in length, ensure the contract includes the necessary appropriation language and worded effectively.
11. Whether or not the contract improperly extends the faith and credit of the District.
12. Whether or not the contract would cause the autonomy of the School to be compromised by undue influence from the vendor.

The CBO and CSL will have 10 working days to review the contract from the date it is submitted and respond to the School in full. If the School does not receive a response from the District within 10 working days the contract shall be deemed ~~supported~~endorsed by the District. . After review of the contract the CBO and/or CSL may ~~support~~endorse the contract as written, offer recommendations for specific changes to the contract language and terms, recommend that the School look elsewhere for the needs expressed in the contract, and/or recommend that the contract be considered by the District's Board of Education at its next regular meeting for further guidance to the School and a determination to ~~support~~endorse or ~~not~~caution the contract.



If the contract is referred to the District BoE, the CBO/CSL's documentation to the District's Board of Education must include a statement of the reasons for ~~withholding support~~cautioning for the contract, as well as the School's reasons for asking that it be ~~supported~~endorsed. The School will be provided an opportunity to present its argument for why the contract should be ~~supported~~endorsed ~~to by~~ the District's Board of Education during the meeting before the vote to ~~support~~endorse or ~~not support~~caution the contract.

If the contract is not ~~supported~~endorsed by a majority vote, the Board will provide rationale to the School and provide the School an opportunity to submit a revised contract to the CBO and CSL, at which point the process described in this section will be completely reapplied.

If the School enters into or attempts to enter into any contracts covered by this provision without the ~~support~~appropriate review of the District described herein, the school will receive a notice of concern and be requested to complete a corrective action plan.



ATTACHMENT 1

RESOLUTION

Regarding Mountain View Academy

The Board of Education is committed to Every Student by supporting the Mountain View Academy as an avenue of serving student needs, promoting high academic expectations, and embracing a culture of innovation; and

The Board of Education is committed to providing a Portfolio of Schools – to include a charter school with the Mountain View Academy liberal arts learning focus; and

The Board of Education is committed to being the Best District by supporting the diverse needs of students through innovation and specialized programming matched with an emphasis on career and character education; and

The Board of Education is committed to building strong Community partnerships with community agencies; and

The Board of Education is committed to building Trust by offering a quality charter opportunity, which will attract and retain students in D49;

THEREFORE:

We, the members of the board, resolve to support Mountain View Academy as approved conditionally on July 11, 2019 for a projected school opening in the Fall of 2020. This application, submitted by the founding board of the Mountain View Academy and endorsed by the iConnect Zone Superintendent, Chief Education Officer, Chief Operations Officer and Chief Business Officer, is approved with the following conditions and is subject to approval of the charter contract:

- Provide evidence of a suitable facility with a Letter of Intent to D49 by September 1, 2019. Include information regarding the financial partner, building square footage, estimated annual cost through the term of the agreement, a detail of any escalating costs, project timeline, and estimated completion date.
- Verify the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County.
- Should MVA apply for the Colorado Charter School Program (CSP) grant funds as indicated in the proposed budget:
 - Develop and implement a financial plan ensuring “up front” funds required for CSP grant eligibility.
 - Submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- Identify and hire a school leader (Principal) no later than January 1, 2020.
- Secure Intent to Enroll forms needed to reach the sFTE required to balance the Year 1 budget. Demonstrate 75% of year 1 enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020.
- Engage with the iConnect Zone and D49 administration in developing pre-opening milestones.



- Meet all timelines and details of pre-opening milestones.

The Chief Education Officer, through his designees, the iConnect Zone Superintendent and Mountain View Academy founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the Mountain View Academy plan.

ADOPTED AND APPROVED this 11th day of July, 2019

Marie LaVere-Wright, Board President
Falcon School District 49

(SEAL)

ATTEST:

Dave Cruson, Board Secretary
Falcon School District 49



ATTACHMENT 2

Annual Charter School Checklist

Introduction

The purpose of this checklist is to verify that the charter school is in compliance with certain state and federal laws and regulations.

Curriculum and Instruction

Description		Reference
Instruction in federal & state history & government	<ul style="list-style-type: none">• Colorado history in 4th grade•	22-1-104*
Effect of use of alcohol and controlled substances	<ul style="list-style-type: none">•	22-1-110
Federal Constitution to be taught	<ul style="list-style-type: none">• Taught on or about Sept. 17th	22-1-108, 109
Sight and hearing tests	<ul style="list-style-type: none">• Evidence of testing	22-1-116
Policy for student possession & administration of prescription medication	<ul style="list-style-type: none">• Policy on file (administrator)	22-119.3
Asthma, food allergy, and anaphylaxis health management	<ul style="list-style-type: none">• Policy on file (administrator)	22-119.5
Comprehensive human sexuality education	<ul style="list-style-type: none">• Policy on file (admin or board)• Curriculum scope & sequence	22-1-128
Content standards	<ul style="list-style-type: none">• Alignment	22-7-407

* All statutory references in this document are Colorado Revised Statutes unless otherwise noted.

Governance, Records, and Charter Schools

Description		Reference
Colorado Open Meetings Act	<ul style="list-style-type: none">• Board meetings posted• Board adopts posting location each January•	24-6-401 et seq.
Colorado Open Records Act	<ul style="list-style-type: none">• CORA requests in compliance• Staff notified of law (emails)	24-72-201 et seq.
Family Educational Rights & Privacy Act of 1974	<ul style="list-style-type: none">• Policy on file (admin or board)	20 USC 1232(g)
Nonprofit Corporation Act	<ul style="list-style-type: none">• Corporation in good standing with SOS	7-121-101 et seq.

Safety and Discipline

Description		Reference
Safe School Plan	<ul style="list-style-type: none">• Plan on file at school & district	22-32-109.1 (2)
Grounds for suspension, expulsion, an denial of admission of students	<ul style="list-style-type: none">• Policy on file (admin or board)	22-33-106
Procedures for suspension, expulsion, and denial of admission of students	<ul style="list-style-type: none">• Policy on file (admin)	22-33-105
Child Protection Act of 1987	<ul style="list-style-type: none">•	19-3-301 et seq.
Background checks for employees	<ul style="list-style-type: none">• Evidence of compliance (perusal of personnel files)	22-1-121

Exceptional Students

Description		Reference
Discipline of students with disabilities	<ul style="list-style-type: none">• Policy on file	20 USC 1415(k)



		34 CFR 519-529
Exceptional Children's Educational Act	•	22-20-101 et seq.
§ 504 of the Rehabilitation Act of 1973	• Evidence of school child study team	29 USC 794
Individuals with Disabilities Education Act	• IEPs on file	42 USC 1401 et seq.
English Language Proficiency Act	•	22-24-101 et seq.

Finance

Description		Reference
Fees	<ul style="list-style-type: none"> • Board policy • Evidence of adoption of annual fee schedule 	22-32-110 (1)(o) & (p); 22-32-117
Allocation of funds to a capital reserve fund	<ul style="list-style-type: none"> • Evidence in budget 	22-54-105 (2)(b)
Expenditures from a capital reserve fund	<ul style="list-style-type: none"> • Evidence in budget • Evidence in board minutes 	22-45-103; 24-10-115, Art. 13 of Title 29
Allocation of funds for instructional supplies & materials	<ul style="list-style-type: none"> • Evidence in budget 	22-54-105 (I)
Financial Transparency Act	<ul style="list-style-type: none"> • Verification on website 	22-44-301 et seq.



ATTACHMENT 3

Board Certification Form

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

Background

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

Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ I/we do not know of any such persons.
☐ Yes
2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ I/we do not anticipate conducting any such business.
☐ Yes
3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
☐ Not applicable because the charter school does not contract with a management company or charter management organization.
☐ I/we do not know of any such persons.
☐ Yes



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

Other

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

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

Signature

Date



ATTACHMENT 4

ESP Guidelines

1. No provision of the ESP agreement shall interfere with the charter school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the charter school. No provision of the ESP agreement shall prohibit the charter school board from acting as an independent, self-governing public body, or allow decision to be made other than in compliance with the Open Meetings Act.
2. The ESP agreement shall contain specific performance measures for the provider, a process for periodic review of progress and a process to remedy below-satisfactory performance, including but not limited severing the agreement.
3. An ESP agreement shall not restrict the charter school board from waiving its governmental immunity or require a charter school board to assert, waive or not waive its governmental immunity.
4. No provision of an ESP agreement shall alter the charter school board's treasurer's legal obligation to direct that the deposit of all funds received by the charter school be placed in the charter school's account.
5. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the ESP for the fees or expenses associated with the charter school's operation provided that documentation for the fees and expenses are provided for charter school board ratification.
6. ESP agreements shall provide that the financial, educational and student records pertaining to the charter school are charter school property and that such records are subject to the provisions of the Colorado Open Records Act. All charter school records shall be physically or electronically available, upon request, at the charter school's physical facilities. Except as permitted under the charter contract and applicable law, no ESP agreement shall restrict the authorizer's access to the charter school's records.
7. ESP agreements must contain a provision that all finance and other records of the ESP related to the charter school will be made available to the charter school's independent auditor.
8. The ESP agreement must not permit the ESP to select and retain the independent auditor for the charter school.
9. If an ESP purchases equipment, materials and supplies on behalf of or as the agenda of the charter school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter school.
10. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the charter school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
11. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter school board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the charter school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the charter school; or (ii) were developed by the ESP at the direction of the charter school governing board with charter school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the charter school's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the charter school or that are not otherwise dedicated for



the specific purpose of developing charter school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the charter school are subject to state disclosure laws and the Open Records Act.

12. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the charter school. If the ESP leases employees to the charter school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the charter school or working on charter school operations. If the charter school is staffed through an employee leasing agreement, legal confirmation must be provided to the charter school board that the employment structure qualifies as employee leasing.
13. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the charter school board that is required according to the charter contract.
14. Marketing and development costs paid by or charged to the charter school shall be limited to those costs specific to the charter school program, and shall not include any costs for the marketing and development of the ESP.
15. The maximum term of an ESP agreement must not exceed five academic years.
16. If the charter school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not a part of or incorporated into the ESP agreement.



ATTACHMENT 5

Waiver Request Protocol

Requests for waiver of state law or rule and district policies are included as an attachment to the charter contract. Requests for waiver from state law or State Board of Education rules are sent to CDE within 10 days of finalizing a charter contract. If waivers are being requested in addition to those automatically waived upon request, then they must be put on a State Board agenda for approval. Requesting only those automatically approved is quicker because the Schools of Choice Unit only needs to process them before documentation designating approval is provided.

Requests for waivers from district policies are processed at the district level and are not sent to the state. The district has a list of district policies that are automatically waived for charter schools if they are requested. If additional waivers are being requested, they will be approved as a part of the contract approval process. The district Board of Education approves district policy waiver requests.

Requests for waivers include a Rationale and Replacement Plan (RRP). This is an explanation of how the charter school will operate with the waiver. This may include a board policy, administrative procedure, handbook or a description of a practice.

There are two types of waivers: substantive and delegatory. A substantive waiver means that the charter school is going to do something completely different. For example, a charter school uses at-will employees rather than recognizing tenure for teachers. A delegatory waiver means the charter school board, rather than the district Board of Education, will have responsibility for ensuring compliance with the statute. An example of this is the charter school board having authority to select textbooks and curricula.

There are differing opinions from legal counsel regarding which waivers a charter school needs to operate effectively. A charter contract for a K-8 school *explicitly* gives the governing board the right to operate a Kindergarten program and therefore, many believe the waiver for providing Kindergarten is not necessary. Charter school leaders should always consult their legal counsel when requesting waivers.

Charter schools may not waive any federal laws. Moreover, charter schools must still meet the intent of state laws and rules, from which it has been waived.

Process

1. Download the Waiver Request Form at:

http://www.cde.state.co.us/cdechart/download/WaiverReqForm_Final.pdf Fill out the form and get appropriate signatures. District signatures will be provided during the review/approval process.

2. Determine which waivers from state statute or rule the charter school will request and for each one provide a Rationale and Replacement Plan (RRP) (examples are on the CDE website). In the RRP, separate the waivers that are automatically approved and those that are in addition to the automatic waivers.

3. Create a separate list of the district policies the charter school wishes to waive from. For each, provide a Rationale and Replacement Plan. Again, keep separate the district policies that can be automatically approved. Note that a waiver from state statute or rule supersedes district policy and therefore the charter school may not want to waive district policy that is aligned with state law. An example of this is waiver from C.R.S. 22-32-109(1)(n) Determine Contact Hours and Adopt District Calendar allows the charter school governing board to set the school calendar, which means District Policy IC_ICA and IC_ICA-R School Year/School Calendar/Instruction Time are not needed.

4. Waiver requests are submitted with a new charter school application or a renewal application. They will be discussed as a part of charter contract negotiations. They will be made final when the district Board of Education approves the contract.

5. The district will submit the signed Waiver Request Form and corresponding RRP to CDE after the Board of Education has approved the contract. CDE will provide a letter documenting the approval of waivers after



reviewing and processing them. The length of time will vary depending upon if the waivers must go to the State Board or not. The district should receive a copy of this letter, also.

Automatically Approved District Policy Waivers

The following district policies will be automatically waived upon request.

- **Section G: Personnel.** The charter school is responsible for its own employees and employs personnel at-will making most of these policies unnecessary.
- **Section I: Instruction.** The charter school is approved in its charter contract to provide the educational program described in its initial charter school application or renewal application.

IA	IGA	IGD	IGF
IHA	IHA-R	IHAC	IHACA
IHAE	IHAK	IHAL	IHAL-R
IHAM	IHAMA	IHAMB	IHAMC
IHAM-R IHAMB-R IHAMC-R	IIB	IJ	IJ-R
IJ-E-1	IJ-E-2	IJJ	IJK
IJK-R	IJL	IJL-R	IJL-E
IK	IKA	IKAB	IKCA
IKE	IKF	IKFA	IKFB
IL	IMA	IMB	IMB-R
IMBB			

- **Section K: School-Community-Home Relations.** As a charter school, the leaders have their own communication with the community and families.

KB	KEC	KEC-E	KEF
KEF-R	KFA	KHC	KHC-R
KI	KLB	KLK	KLMA



ATTACHMENT 6

Waiver Requests – Mountain View Academy

Starting July 1, 2020

Mountain View Academy will comply with all state and federal laws and policies that are not waived. As we progress through the charter application process, we may identify additional requested district waivers. We request the waivers indicated to allow this Board and National Heritage Academies, MVA's ESP at the time of MVA's approval and founding, to deliver on our shared mission and vision described throughout this application.

Pursuant to the Charter Schools Act, MVA requests waivers of certain Colorado Revised Statutes listed below. We have identified each statute, the reason for each request, and a replacement plan. The waivers will help MVA meet its mission, goals, and objectives and implement its education program. Although a replacement plan is identified with each non- automatic waiver requested, we will identify additional replacement policies and refine the noted plans before the start of school operations.

Requested Waivers of District Policy

Listed below are the waivers requested from the district. In some instances, waivers are requested not because of any substantive disagreement with the scope, intent, or language of a policy, but rather because the subject policy specifies that the district Board of Education, the superintendent, or a school principal bears responsibility for performing a particular action or function; in the MVA model for governance/administration, these functions would be performed by the MVA Board, school administrator, and/or our management partner NHA.

We request waivers from district policies on Foundations and Basic Commitments (Section A), School Board Governance and Operations (Section B), General School Administration (Section C), Fiscal Management (Section D), Support Services (Section E), Facilities Planning and Development (Section F), Personnel (Section G), Instruction (Section I), Students (Section J), and School and Community Relations (Section K).

- *Rationale:* Charter schools have unique status and are expected to be innovative in educational reform. For MVA to be successful and operate in a manner consistent with its mission and vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.
- *Replacement Policies:* Replacement policies will be developed to be consistent with the philosophies of the MVA Board and NHA.



- *Duration of MVA Policy Waivers:* All of the following waivers are requested for the duration of the charter.
- *Financial Impact:* MVA anticipates no financial impact of these waivers to either the district or the school.
- *How Impact of Waivers Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of these waivers, MVA will be able to implement its program in a manner consistent with its educational philosophy and the mission of the school. We would like to negotiate specific district policy waivers through the charter contracting process.

Automatic Waivers of State Rule and Statute

C.R.S. § 22-32-110(1)(i) – Local Board Powers – Reimburse employees for expenses: Authorizes Board of Education to reimburse employees for expenses.

C.R.S. § 22-33-104(4) - Compulsory School Attendance: Attendance policies and excused absences.

C.R.S. § 22-63-301 – Teacher Employment Act – Grounds for dismissal: Provides grounds and procedures for dismissal of teachers.

C.R.S. § 22-1-112 – School Year: National holidays.

Automatic Waivers of State Rule and Statute (with Additional Detail)

The waivers below are considered “automatically granted” upon completion of a signed charter contract. Additional details are provided below for specific waivers that allow MVA to implement the planned educational program in concert with NHA, with special consideration given to the employment of staff by NHA.

C.R.S. § 22-32-109 (1)(f) Board of Education – Specific Duties: Requires the Board of Education to employ all personnel and fix their compensation.

- *Rationale:* MVA is partnering with an educational management organization, which will be responsible for personnel matters, including employing staff and establishing terms and conditions of employment, policies, rules, and regulations. Therefore, MVA requests that these statutory duties be waived or delegated from the district Board of Education to MVA and its ESP. The success of MVA will depend in large part upon its ability to select and employ its own staff, through its agreement with its



ESP if any, and to train and direct that staff.

- *Replacement Plan:* MVA and its ES, will be responsible for these matters instead of the district.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of the waiver, MVA and its ESP will select, employ, and provide professional development for teachers and staff at MVA, in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-109(1)(t) – Local Board Duties Concerns Textbooks and Curriculum: Grants Board of Education authority to determine educational programs to be carried on in schools of the district and to prescribe textbooks.

- *Rationale:* MVA asks the district to grant the MVA Board the authority to determine the educational program and instructional materials to be used in the school. MVA will choose the instructional materials that will be used and the procedure for making them available to its students.
- *Replacement Plan:* The educational program that MVA will implement is college-focused curriculum as described throughout this application.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of this waiver will be measured by the performance criteria and assessments that apply to MVA, as set forth in the application.
- *Expected Outcome:* MVA expects that this waiver will enable it to implement its curriculum and ensure that students meet the proposed standards.



C.R.S. § 22-32-110(1)(h) – Local Board Powers – Terminate Employment of Personnel: Makes Board of Education responsible for terminating personnel.

- *Rationale:* The MVA Board and its ESP will be responsible for personnel matters at the school. The ESP will employ staff and use its established terms and conditions of employment, policies, and rules and regulations. Therefore, MVA asks that these statutory duties be waived or delegated from the district to the MVA Board and its ESP. The success of MVA will depend in large part upon its ability to select, employ, and terminate its own employees under its contract with its ESP.
- *Replacement Plan:* MVA and its ESP will be responsible for these matters rather than the district. MVA will use the dismissal procedures and protocols already established by its ESP.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* As a result of the waiver, the ESP, under its contract with the MVA Board, will employ staff in accordance with the terms and conditions set by the Charter School Act.

C.R.S. § 22-32-110(1)(j) – Local Board Powers – Procure life, health, or accident insurance: Authorizes Board of Education to procure group life, health or accident insurance for employees.

- *Rationale:* Through a contract with MVA, the ESP will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, MVA requests that these statutory duties be waived or delegated from the district to the MVA Board. The success of MVA will depend in large part upon its ability to select, employ, and terminate staff as well as provide for group, life, health, and accident insurance and procedures for reimbursement of employee expenses.
- *Replacement Plan:* MVA will be responsible for these matters rather than the district. Procedures in these areas will be developed by the MVA Board prior to the start of operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver, MVA will employ staff in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-32-110 (1) (k) – School District Boards of Education – Powers & Duties – Board of Education – specific powers – repeal – In-Service Training: Requires School District Board of Education to adopt policies, rules, and regulations regarding in-service training, professional growth, and official conduct.

- *Rationale:* The school must have the authority to determine its own policies, rules, and regulations regarding in-service training, professional growth, safety, official conduct, and welfare of its employees.
- *Replacement Plan:* The MVA Board, principal, and MVA's ESP will be responsible for these matters. The MVA Board, principal, and MVA's ESP, prior to initial operations, will promulgate policies and rules and regulations on in-service training.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, MVA's ESP, through a contract with the MVA Board, will select, employ, and provide professional development for its school administrator, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. § 22-32-110(1)(ee) – Local Board Powers – Employ Teachers' Aides and Other Noncertificated Personnel: Authorizes Board of Education to employ teacher aides and non-certified personnel.

- *Rationale:* Through a contract with MVA, MVA's ESP or MVA will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, and rules and regulations. Therefore, MVA requests that these statutory duties be waived or delegated to the MVA Board. The success of MVA will depend in large part upon its ability to select and employ its own staff and to train and direct that staff under its contract with its ESP.
- *Replacement Plan:* MVA and its ESP will be responsible for these matters rather than the district. The success of MVA will depend in large part upon its ability to select, employ, and terminate its own



employees under its contract with its ESP or otherwise.

- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver MVA and its ESP, if any, will select, employ, and provide professional development for staff, in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-32-126 Principals – Employment and Authority: “(1) The Board of Education may employ, through written contract, public school principals who shall hold supervisory administrative certificates and who shall supervise the operation and management of the school and such property as the Board of Education shall determine necessary. (2) The principal shall assume the administrative responsibility and instructional leadership, under the supervision of the superintendent and in accordance with the rules and regulations of the Board of Education, for the planning, management, operation, and evaluation of the educational program of the schools to which he is assigned. (3) The principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school under his supervision. (4) The principal shall perform such other duties as may be assigned by the superintendent pursuant to the rules and regulations of the Board of Education.”

- *Rationale:* Pursuant to the Charter Schools Act, a charter school is responsible for its own personnel matters. Charter schools have unique status and are expected to be experimental and innovative in educational reform. MVA must be able to look beyond the traditional supervisory administrative certification in selecting its administrator/principal.
- *Replacement Plan:* MVA or its ESP will employ a school administrator (principal) who will report to the school's Board. The school administrator does not have to hold a principal's license to perform the listed duties.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the established performance criteria as set forth in this application.



- *Expected Outcome:* As a result of the waiver MVA or its ESP, will select, employ and provide professional development for its own administrative staff, in accordance with the terms and conditions set by the Charter Schools Act.

C.R.S. § 22-63-302 – Teacher Employment Act – Procedures for dismissal of teachers: This section describes the procedures for dismissal of a non-probationary teacher including review by a hearing officer and judicial review in the Court of Appeals.

- *Rationale:* The success of MVA in accomplishing its mission is dependent primarily upon the talents, skills, and personal commitment of its teachers. NHA, through a contract with the MVA Board, must be able to terminate employees who cannot deliver its educational program successfully.
- *Replacement Plan:* Continued employment at MVA will be subject to annual performance evaluations. This policy and procedure will be in accordance with NHA's developed protocols. Teachers who are rated unsuccessful may be terminated by NHA.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* As a result of these waivers, NHA will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of the school.

C.R.S. § 22-63-401 – Teacher Employment Act – Certificate required to pay teachers: This section requires school districts to adopt a salary schedule, which shall apply to all teachers in the district and sets forth the requirements for modifications to the schedule.

- *Rationale:* The employees of MVA will not be employees of the district. Thus, section 22-63-401 does not apply and contrasts with the independent fiscal responsibility stated in the Charter Schools Act.
- *Replacement Plan:* MVA will use NHA's established salary and payment obligations to achieve our mission and educational goals.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.



- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* Because of this waiver, MVA and NHA will be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the school. C.R.S. § 22-63-402 – Teacher Employment Act – Certificate required to pay teachers: This section prohibits the payment of school district funds to any teacher unless that teacher holds a valid teacher’s certificate, letter of authorization, or written authorization from the Department of Education.
- *Rationale:* MVA and NHA will be solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating employees. Selection of personnel is subject to compliance with all federal and state rules and regulations.
- *Replacement Plan:* MVA and NHA may, where possible, hire certified teachers and school administrators. However, it may be beneficial for MVA and NHA to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. MVA and NHA may require such persons to obtain a certificate within a designated period.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How the Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the evaluation system set forth in this application.
- *Expected Outcome:* Because of these waivers, MVA or its ESP will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. 22-63-402, Services – Disbursements. Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

- **Rationale:** NHA should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The Principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the CEO of MVA. NHA will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the ESP, if any, will be employed on an at-will basis.



- **Replacement Plan:** NHA will, where possible, hire certified teachers and principals. However, in some instances it may be advantageous to be able to hire teachers and/or principals without a Colorado certificate and who possess unique background and/or skills or fill the need of the School.
- **Duration of the Waivers:** MVA requests that the waivers be for the duration of its contract with School District D49
- **How the Impact of the Waivers will be Evaluated:** The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to MVA, as per this Charter School Agreement.
- **Expected Outcome:** As a result of these waivers, the School will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-403 Teacher Employment Act – Describes Payment of salaries: Governs payment of salaries upon termination of employment of a teacher.

- *Rationale:* MVA and NHA should be granted the authority to develop its own employment

terms and conditions of employment. Given the at-will nature of employees, MVA and NHA should not be required to give non-probationary status and probationary periods to its teachers. MVA will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential.

- *Replacement Plan:* The contract between MVA and the district will have staff to be employed on a year-to-year basis as “at-will” employees. MVA plans to use NHA’s developed teacher contract.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in the application and the contract.
- *Expected Outcome:* MVA expects that because of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of its teachers and students.

Non-Automatic Waivers of State Rule and Law

We are requesting the additional waivers outlined below to allow us to implement the academic program described throughout this application.



C.R.S. § 22-32-109(1)(n)(II)(A) – Determine teacher-pupil contact hours: School Board’s duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None on the budget of either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* As a result of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-32-110(1)(y) – Gifts: Grants the Board of Education the power to accept gifts, donations, or grants of any kind made to the district and to expend such in accordance with the donor’s conditions, except conditions contrary to the law.

Rationale:

- Replacement Plan:
- Duration of Waiver:
- Financial Impact
- How the Impact of Waiver Will be Evaluated:
- Expected Outcome:

C.R.S. § 22-32-109 (1)(b) - Board of Education – Specific Duties: Grants Board of Education authority to



adopt policies and prescribe rules and regulations for efficient administration of the district .

- **Rationale:** MVA will operate independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules, and regulations, subject to the limitations in the Charter School Act.
- **Replacement Plan:** The MVA Board will adopt policies and the principal will prescribe rules and regulations for operation of the school.
- **Duration of Waiver:** MVA requests that the waiver be for the duration of its charter.
- **Financial Impact:** None to either the district or MVA.
- **How the Impact of Waiver Will be Evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- **Expected Outcome:** MVA expects that these waivers will enable it to carry out its educational program, administer its affairs efficiently, and accomplish its mission as set forth in the application.

C.R.S. § 22-9-106 Local Board of Education – Duties: Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district’s reporting requirements to the state Board of Education, and the minimum information required in the district’s written evaluation system.

- **Rationale:** For the school to function according to its unique needs and design, the school administrator and MVA Board must develop and adopt its own system of evaluation.
- **Replacement Plan:** MVA and NHA will provide a yearly evaluation for all staff. Teachers will be held accountable to the school administrator and NHA. The evaluation system will be further developed and submitted to the district prior to commencing school operations.
- **Duration of Waiver:** MVA requests that the waiver be for the duration of its charter.
- **Financial Impact:** None to either the district or MVA.
- **How Impact of Waiver Will be Evaluated:** The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- **Expected Outcome:** With this waiver, MVA and NHA will be able to implement the program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff



members as well as students and the community.

C.R.S. § 22-2-112(1)(q)(I) – Commissioner – Duties – reporting performance evaluation ratings: Outlines requirements for the Educator Preparation Program Report.

- *Rationale:* For the school to function according to its unique needs and design, the school administrator and MVA Board must develop and adopt its own system of evaluation.
- *Replacement Plan:* MVA will provide a yearly evaluation for all staff. Teachers will be held accountable to the school administrator. The evaluation system will be further developed and submitted to the district prior to commencing school operations.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its Charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact will be measured by the same performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* With this waiver, MVA will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar: Sets requirements for instructional days and hours.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.



- *Expected Outcome:* Because of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. 22-32-109(1)(n)(II)(B) – Adopt district Calendar: Requires adoption of a district calendar applicable to all schools within the district.

- *Rationale:* The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the district and comply with state requirements.
- *Replacement Plan:* A finalized calendar and school day of MVA will be officially adopted after approval of the charter and hiring of the school administrator.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to MVA as set forth in the application.
- *Expected Outcome:* Because of this waiver, MVA will be able to operate under its own schedule, which is vital to the success of its program.

C.R.S. § 22-63-201 – Teacher Employment Act – Compensation & Dismissal Act – Requirement to hold a certificate: Prohibits MVA or NHA from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

- *Rationale:* MVA and NHA will be responsible for selecting, supervising, disciplining, determining compensation for and terminating employees at MVA. Selection of personnel is subject to compliance with all federal and state rules and regulations.
- *Replacement Plan:* NHA may, in contract with the MVA Board, where possible, hire certified teachers and school administrators. However, it may be beneficial for NHA to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. NHA may require such persons to obtain a certificate within a designated period.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How the Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the evaluation system set forth in this application.
- *Expected Outcome:* Because of these waivers, NHA will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. § 22-63-202 – Teacher Employment Act – Contracts in writing, damage provision: Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.

- *Rationale:* NHA, in contract with the MVA Board, will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and termination procedures. Therefore, the school requests that these statutory duties be waived or delegated from the district to MVA. The success of the school will depend in large part upon the ability to select and employ staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school and/or NHA. All staff at MVA will be employed on an at-will basis.
- *Replacement Plan:* The school and NHA will be responsible for these matters. NHA's existing policies and procedures for termination will be used. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.
- *Duration of Waiver:* MVA requests the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* Because of this waiver, NHA, in contract with the MVA Board, will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter school agreement.

C.R.S. § 22-63-203 – Teacher Employment Act – Requirements for probationary teacher, renewal & nonrenewal: This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

- *Rationale:* NHA, in contract with the MVA Board, will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment,



policies, rules and regulations, and termination procedures. Therefore, the school requests that these statutory duties be waived or delegated from the district to MVA. The success of the school will depend in large part upon its ability to select and employ staff and to terminate individual staff members should they not perform in accordance with the goals and objectives of the school. All staff at MVA will be employed on an at-will basis.

- *Replacement Plan:* The school and NHA will be responsible for these matters. Specific policies and procedures for termination will be developed prior to initial operations. Dismissal shall not be affected by an employee's religious beliefs, marital status, racial or ethnic background, or participation in community affairs.
- *Duration of Waiver:* MVA requests the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* Because of this waiver, NHA, in contract with the MVA Board, will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter school agreement.

C.R.S. § 22-63-206 – Teacher Employment Act – Transfer of teachers: Permits transfer of teachers between schools upon recommendation of the district's chief administrative officer.

- *Rationale:* The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the district to make transfers with/or for MVA.
- *Replacement Plan:* MVA and NHA will make staff assignments based on the school's needs and educational goals. No staff will be assigned to positions for which they are not qualified.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of these waivers will be measured by the performance criteria and assessments that apply to MVA as set forth in this application.
- *Expected Outcome:* MVA expects that, because of this waiver, it will be able to manage its own personnel



affairs.

C.R.S. § 22-63-204 – Teacher Employment Act – Receiving moneys from sale of goods: Receiving monies from the sale of goods.

- *Rationale:* Because MVA has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. MVA staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.
- *Replacement Plan:* The MVA Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.
- *Expected Outcome:* As a result of the waiver, the MVA Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-32-119 – Kindergarten: Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline, and rules and regulations governing the program.

- *Rationale:* MVA will operate its own kindergarten program in accordance with the application. MVA should be authorized to develop, adopt, and implement training, as well as prescribe courses of study, discipline, and rules and regulations governing its kindergarten program, subject to the limitations in the application and the contract.
- *Replacement Plan:* MVA will provide its own curriculum for kindergarten students.
- *Duration of Waiver:* MVA requests that the waiver be granted for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.



- *Expected Outcome:* MVA expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers, and community.

C.R.S. § 22-63-103 (10) – Teacher Employment Substitutes – Teacher Employment, Compensation, and Dismissal – Definitions – Substitute Teacher: This section describes a substitute teacher and the qualifications of such.

- *Rationale:* Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.
- *Replacement Plan:* The school administrator shall have the authority to select part-time and substitute teachers.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.
- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, NHA in contract with the MVA Board, will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

C.R.S. § 22-60.5-301 – Colorado Educator Licensing Act -Principals & Administrators – Types of principal licenses issued – term: Describes various types of licenses and standards for issuance for principals.

- *Rationale:* The unique curriculum and methods required to supervise and manage MVA could limit the pool of potential candidates for the school administrator position if potential candidates must also be state licensed and/or certified.
- *Replacement Plan:* The MVA Board will contract with NHA to hire a school administrator who will further the mission, goals and objectives of the school. The school administrator will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The school seeks to attract a school administrator from a wide variety of backgrounds.
- *Duration of Waiver:* MVA requests that the waiver be for the duration of its charter.
- *Financial Impact:* None to either the district or MVA.



- *How Impact of Waiver Will be Evaluated:* The impact of the waiver will be measured by the same performance criteria and assessments that apply to MVA, as set forth in this application.
- *Expected Outcome:* As a result of this waiver, the school will be able to contract for the employment of professional staff who possess the unique skills and/or background to fill its staff needs in accordance with the terms and conditions set by the charter school agreement. MVA reserves the right to identify, during its implementation period, those Colorado Revised Statutes which are impediments to effective operation and to request waivers of those statutes, as specified in C.R.S. § 22-2-117 and 22-30.5-104 (6) and 22-30.5-105 (3).



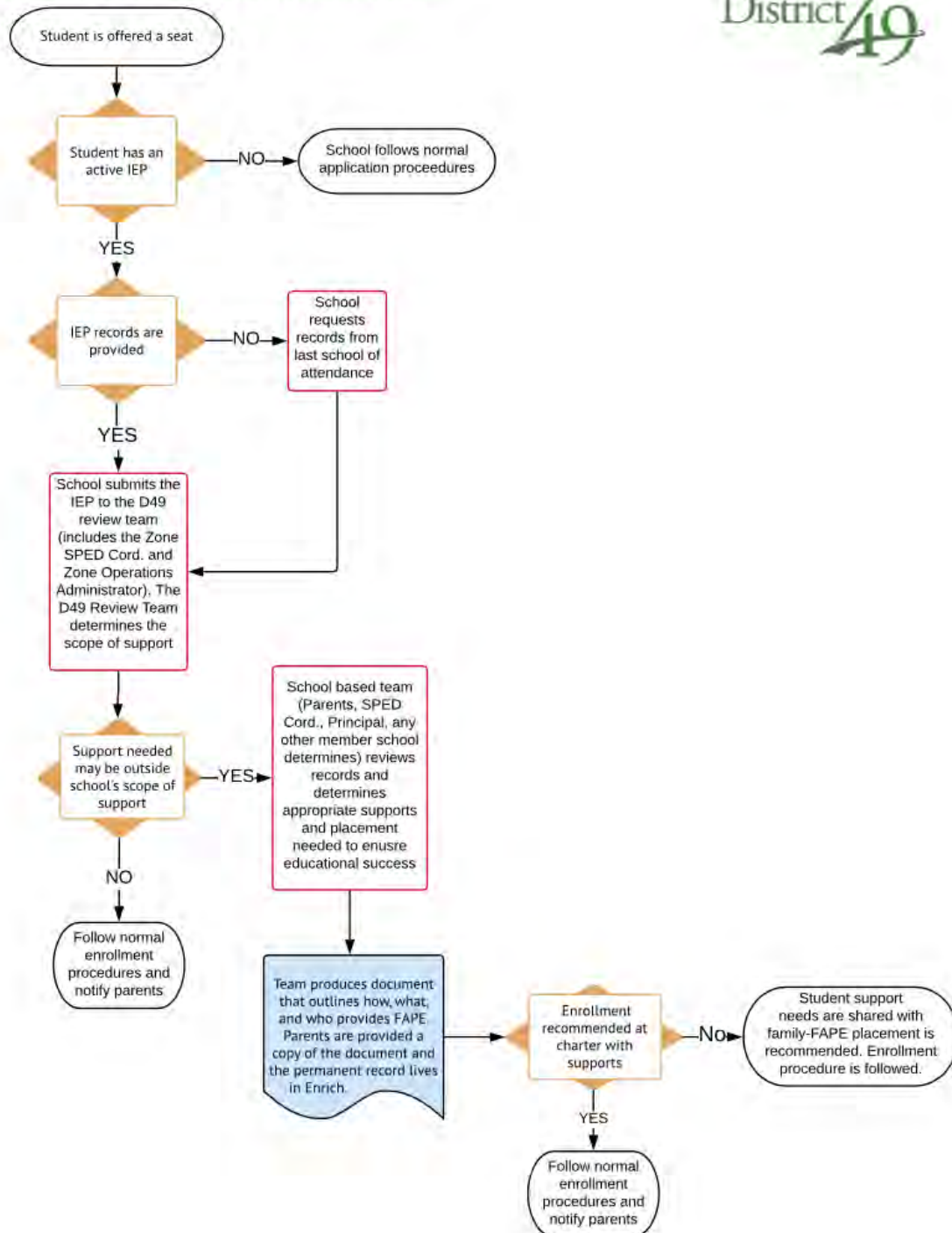
ATTACHMENT 7

Progress Monitoring Milestones

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ATTACHMENT 8

Enrollment Procedures for IConnect Zone





ATTACHMENT 9

Purchased Services

This document establishes an outline for purchased services for Chartered Schools within the umbrella of El Paso County Colorado School District 49. While some services are unique to certain Chartered Schools, Central Administration services, Bundles Central Services as well as Special Education are subject to all Chartered Schools.

Central Administration Services consist of personnel within the District that fall under specific program codes assigned by Colorado Department of Education, or CDE. The following are all eligible program codes:

- Program 2390 Other Support Services – General Administration
- Program 2321 Office of the Superintendent Services (Chief Officers)
- Program 2510 Business/Fiscal Services
- Program 2820 Communication Services
- Program 2823 Public Communication Services
- Program 2830 Staff Services (Human Resources)
- Program 2839 Other Staff Services (Cultural Services)
- Program 2890 Other Support Services – Central

Bundles Central Services can include, but not limited to, the following:

- General and/or Specific Charter School Solution expenses
- Board of Education oversight
- Office of Principal Services (Zone leader)
- Assessment Analysis
- Wellness / Health Services
- CTE
- Learning Services / CTE / ELL / G/T
- Central Registration

Special Education are Purchased Services that all Charters benefit from.

PowerSchool (PS) is an optional purchased service that relates to use of the District's Student Information System (SIS). Expenses are allocated among the Districts Operated Portfolio of Schools as well as Charters that choose to participate.

All District Purchased Services will be "trued" up for actual costs each year in June.



ATTACHMENT 10

Right to Endorse or Caution Contracts and/or Contract Amendments.

The District acknowledges the autonomy of the School to enter into contracts to meet the various needs of the School. The School acknowledges that the District must provide financial oversight of the School. The School agrees that all contracts, including, but not limited to contracts for educational services, business or charter management, employee or employee equivalents, professional services, products, equipment, or any other contract is subject to review by the District prior to being entered into by the School under the conditions stated herein.

A contract will automatically require review if any one of the following factors is present in the proposed language or terms of the contract:

1. The contract/contract amendment is for any educational or management services, including, but not limited to, assessments, curriculum, a charter management organization, software, or online educational services, and;
2. The contract/contract amendment is valued at an amount greater than 12.5% of the school's PPR; or
3. The contract/contract amendment represents a vendor whose aggregate payments would equal 12.5% or greater PPR in either the current year (projected) or the prior year; or
4. The contract has any potential for a conflict of interest; or
5. The contract has defined, implied, or potential multi-year term structures; or
6. The contract has pricing terms that are variable; specifically those based on school enrollment or school revenue, rather than a clear 'cost-for-service' pricing structure.

Prior to entering into contracts subject to automatic review, the School will provide a copy of the proposed contract, and any other relevant documents and information, to the Chief Business Officer (CBO) of the District as well as the District's Charter School Liaison (CSL). Together, the CBO and CSL, with District Legal Counsel (if deemed necessary, the cost of which shall be paid by the District), will review the contract based on the following criteria:



1. Whether or not the contract reflects the fair market value, within a 25% window, for the product(s) or service(s) being provided.
2. Whether or not any of the fees associated with the contract are unreasonable or excessive, as well as whether the contract services are complete valid and accurately stated for the needs of the School.
3. Whether or not any conflicts of interest have been properly identified, disclosed and/or managed throughout the contracting process, and whether or not any ongoing and/or potential future conflicts of interest will be adequately managed.
4. Whether or not the contract exposes the School or the District to any unreasonable risks or conflicts.
5. Whether or not the contract compromises the ability of the School's Board of Directors or officers to exercise their statutory, contractual, and fiduciary responsibilities to the School or the District.
6. Whether or not the contract and its requirements comply fully with all applicable state and federal laws and regulations, and District policies that have not been waived.
7. Whether or not the contract compromises the ability of the School to be independently audited.
8. Ensure clarity as to whether or not any equipment, materials, supplies or educational materials developed or purchased in connection with the contract will remain the property of the School, or remain with the vendor.
9. Whether or not the products or services being provided will be properly itemized and accounted for by the contracted party to the School.
10. Whether or not the term of the contract exceeds the length of time remaining on the School's charter contract and, if for more than one year in length, ensure the contract includes the necessary appropriation language and worded effectively.
11. Whether or not the contract improperly extends the faith and credit of the District.
12. Whether or not the contract would cause the autonomy of the School to be compromised by undue influence from the vendor.

The CBO and CSL will have 10 working days to review the contract from the date it is submitted and respond to the School in full. If the School does not receive a response from the District within 10 working days the contract shall be deemed endorsed by the District. . After review of the contract the CBO and/or CSL may endorse the contract as written, offer recommendations for specific changes to the contract language and terms, recommend that the School look elsewhere for the needs expressed in the contract, and/or recommend that the contract be considered by the District's Board of Education at its next regular meeting for further guidance to the School and a determination to endorse or caution the contract.



If the contract is referred to the District BoE, the CBO/CSL's documentation to the District's Board of Education must include a statement of the reasons for cautioning the contract, as well as the School's reasons for asking that it be endorsed. The School will be provided an opportunity to present its argument for why the contract should be endorsed by the District's Board of Education during the meeting before the vote to endorse or caution the contract.

If the contract is not endorsed by a majority vote, the Board will provide rationale to the School and provide the School an opportunity to submit a revised contract to the CBO and CSL, at which point the process described in this section will be completely reapplied.

If the School enters into or attempts to enter into any contracts covered by this provision without the appropriate review of the District described herein, the school will receive a notice of concern and be requested to complete a corrective action plan.

BOARD OF EDUCATION ITEM 7.B
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Andy Franko – iConnect Zone Leader

TITLE OF AGENDA ITEM: Spacious Skies Charter School Charter Contract

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

The application for the Spacious Skies Charter School was approved by the BOE on July 11, 2019. Approval of the application placed the charter school in the contracting phase. Legal representatives with the input of District and applicant administration have worked to establish an agreeable contract. The draft of the contract is the discussion point.

RATIONALE:

The draft contract meets authorizer standards and promotes a collaborative approach to ensuring success for every student.

RELEVANT DATA AND EXPECTED OUTCOMES:

The charter contract definitions and terms provide the guide to oversight and operation. The contract will serve as the foundation for Spacious Skies Charter School.

INNOVATION AND INTELLIGENT RISK:

Some risk is involved in approving a charter school. Included and most specifically, the risk of the charter school serving students well ought to be considered. The contract is a binding guide, but does not guarantee success. The process of drafting and negotiating the contract follows best practice which is intended to minimize risk and maximize success.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	
Strategy	Rock #1—Establish enduring <u>trust</u> throughout our community	The contract is a public document for public review.
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	The community has provided input and support of Spacious Skies Charter School throughout the application process.
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	The contract signifies the agreement between the Board of Education and the Spacious Skies Charter School Board of Directors. The agreement allows the school to contractually continue as proposed and allows for further choice of education in District 49.
	Rock #4— Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
	Rock #5— Customize our educational systems to <u>launch each student toward success</u>	

BOE Work Session August 28, 2019
Item 7.b continued

BUDGET IMPACT:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve the charter contract by way of resolution at the September 12, 2019 Board of Education regularly scheduled meeting.

APPROVED BY: Peter Hiltz, Chief Education Officer

DATE: August 19, 2019

MOUNTAIN VIEW ACADEMY SPACIOUS SKIES CHARTER SCHOOL

CHARTER SCHOOL CONTRACT

This Charter School Contract ("Contract"), dated this 12th day of September, 2019, is made and entered into by and between School District No. 49 ("District") and Spacious Skies Charter School ("SSCS" or the "School"), a public charter school organized as a Colorado non-profit corporation (collectively, the "Parties").

SECTION ONE: RECITALS

1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3);

1.2. WHEREAS, on July 11, 2019, the School District's Board of Education ("Board") conditionally approved SSCS's charter application for a projected school opening in the Fall of 2020;

1.3. WHEREAS, approval is subject to the following conditions:

- A. SSCS provides evidence of a suitable facility with a Letter of Intent to the District by September 1, 2019 including information regarding the financial partner, square footage, estimated annual cost through the term of the agreement, detail of any escalating costs, project timeline, and estimated completion date [Attachment 11];
- B. SSCS verifies the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County;
- C. Should SSCS apply for the Colorado Charter School Program ("CSP") grant funds as indicated in the proposed budget:
 - i. SSCS develop and implement a financial plan ensuring "up front" funds required for CSP grant eligibility;
 - ii. SSCS submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- D. SSCS identify and hire a school leader ("Principal") no later than January 1, 2020;
- E. SSCS secure Intent to Enroll forms needed to reach the Full Time Enrollment required to balance the Year 1 budget and demonstrate 75% of year 1

enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020;

- F. SSCS engage with the iConnect Zone and D49 administration in developing pre-opening milestones;
- G. SSCS meet all timelines and details of pre-opening milestones;
- H. SSCS's Chief Education Officer, through his designees, the iConnect Zone Superintendent, and SSCS Academy founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the SSCS plan.

1.4. WHEREAS, SSCS seeks approval of its charter and contract and desires to maintain and amend certain waivers, granted to SSCS, from School District policies/regulations and state law/rules, attached and incorporated herein as Attachment [6](#);

1.5. WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law;

1.6. WHEREAS, the authority of the Board, as approved by the State Board of Education, to provide waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes; and

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

SECTION TWO: ESTABLISHMENT OF SCHOOL

2.1. **Term and TABOR Clause.** This Contract is effective as of [September 12, 2019](#)~~DATE~~, and shall continue through [June 30, 2025](#)~~DATE~~. Although this Contract is for operation of the Charter School for a period of [5](#)~~#~~ years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding SSCS or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2. **Charter School Legal Status.** SSCS is incorporated as a Colorado non-profit corporation and is recognized as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. Unless the parties agree otherwise in writing, SSCS shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes

of the Contract. As provided by the Charter Schools Act, SSCS shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by SSCS are considered to be operated by SSCS as a charter school that is authorized by the District. As such, SSCS is subject to Colorado laws and District policies that apply to all public charter schools unless waived in accordance with Section 5.5 of this Contract. Further, SSCS is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1. District Rights and Responsibilities.

- A. Right to Review. SSCS shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:
- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence that criminal background checks have been conducted
 - v. SSCS's operations, including health, safety and occupancy requirements; and
 - vi. Inspection of the facility.

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

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. Except in exceptional circumstances, the District shall direct the person making the complaint to present that complaint to the SSCS Administration and/or Board of Directors, as appropriate. If the person or persons making the complaint are adamant about not wishing to take the complaint directly to the School as a first step in the complaint process, the District shall notify the School within ten (10) days of the receipt of the complaint by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three (3) days pursuant to the Open Records Act.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect the health and safety of the School's students.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that the District receives from the State or other sources, including but not limited to, test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with 1 CCR 301-1, 10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

- F. Access to Student Records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. District Responsibility to Report Costs/Accounting to the School. Within ninety (90) days after the end of each fiscal year, the District shall provide to the School the costs of services actually provided to the School from among the District's central administrative overhead costs and any direct costs that were charged to the School in accordance with the provisions of C.R.S. § 22-30.5-112(2)(a.4)(I & II). Pursuant to subsection C.R.S. § 22-30.5-112(2)(a.4)(II), any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. Projected cost figures for any service to be purchased by the School from the District shall be provided to the School during its budget formulation phase.

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

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

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

- i. Conditions that may cause SSCS to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

- iii. Any circumstance requiring the closure of SSCS, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction or damage to School facilities;
- iv. The arrest of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- v. Misappropriation of funds;
- vi. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or
- vii. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that SSCS has obtained waivers from state law and regulations and District policies in accordance with Section 5.5 of this Contract. A list of some, but not all, of the federal and state laws with which the School must comply are listed in Attachment [2](#). Further, the School shall comply with each of the eight (8) progress monitoring milestones provided by the District in Section 1 and in accordance with the July 11, 2019 resolution, with compliance running through June, 2020, as set forth in Section 1.

D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, may constitute a material violation of the Contract, and the District may take actions outlined in Section 3.6.

- i. Accreditation report, including the Unified Improvement Plan, in accordance with state requirements.

- ii. Annual Performance Report (APR) to include:

- a. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30, and July 30, that include:

- 1. Quarterly projected and actual enrollment

2. Quarterly financial reports
 3. Governance information to include the charter school board roster and contact information, signed board disclosure/conflict of interest forms for each board member and policies addressing conflicts of interest, nepotism, excess benefits, and discrimination by October 30.
 4. Anything else as may be included in the District's Annual Performance Report and required of its charter schools.
- iii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. § 22-44-301 *et seq.* (including the current year budget and the two immediately prior years' budgets).
 - a. Proposed Budget-due April 15
 - b. SSCS Board approved budget-due June 15
 - c. Annual Audit-due September 15
 - d. End of the year balance- due August 20
 - iv. School calendar - due June 1
 - v. Insurance certification -due September 1
 - vi. Health and Safety Information (Including a report of previous year's fire drills, updated emergency plans, and emergency contact information)- due June 30
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agent and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
- F. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations

Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment [3](#).

- G. District-School Dispute Resolution. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:
- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.
 - iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board

meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.

- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.

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

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

- i. Withholding up to eight percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably

take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 3.2.D by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirement of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(9).

- ii. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the charter board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the charter board and the District's board with periodic reports of progress. The District may request the School to review and revise the plan if it reasonably determines it is not effective in remedying the deficiency. This remedy may be applied if the School fails to 1) make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, 2) achieve District accreditation requirements, 3) implement its educational program after a reasonable period of time, or 4) complete two (2) or more required reports by the established deadlines.

- I. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2.HG, file an appeal with the State Board, or seek other remedies provided by law.
- J. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 et seq., it shall follow the procedures set forth therein.

SECTION FOUR: SCHOOL GOVERNANCE

4.1. **Governance.** The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School Board's policies shall provide for governance of the operation of the School consistent with this Contract. The governing board shall operate in accordance with these documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301, in amending its articles of incorporation and bylaws. The bylaws or policies of the School shall include a requirement that each charter school board member annually sign a conflict of interest disclosure. The School agrees that its articles, bylaws, policies, operating agreement with its ESP, if any, and any other documents or practices shall comply with the Charter Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a

charter school in Colorado. The School further agrees that any changes to any documents that affect the fundamental governance of the School must be reviewed and approved by the District prior to such changes becoming effective.

4.2. **Corporate Purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 et seq. Subject to the conditions contained herein, the School may also operate a separately organized Preschool (as defined in Section 8.8 below).

4.3. **Transparency.** The School shall make its Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4. **Administrator Evaluation.** The governing board shall conduct a performance evaluation of the school's lead administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.

4.5. **School Dashboard and Annual Performance Report.** The School's Board shall develop a school dashboard that reflects the Board's focus on specific measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report.

4.6. **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the SSCS Board of Directors, not the District's Board of Education.

4.7. **Contracting for Core Educational Services.**

- A. The District acknowledges that the School ~~{does not}~~ intend to contract with an educational service provider (ESP) for implementation of its core educational program. As set forth in [Attachment 4 – ESP Guidelines, and Attachment 10 - Right to Endorse or Caution Contracts](#)~~the progress monitoring milestones [and Attachment 10, Right to Endorse or Caution Contracts]~~, SSCS agrees to first obtain District approval before negotiating for contracted core education services. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that meets the conditions set forth in Attachment 4, ESP Guidance. The District further acknowledges that the School may end its contract with its ESP and become self-managed, or may elect to hire a new ESP. The District must approve any such change, prior to its taking effect.

- B. Notwithstanding section 4.7.A of this Contract, the School may negotiate and contract with a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

4.8. **Training.** The School's Board shall adopt a policy for its annual training plan. Further, each charter board member will satisfactorily complete the online charter school governing board training modules [boardtrainingmodules.org], or comparable training, within a year of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

5.1. **Operational Powers.** The School shall be responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; and, adoption of policies and bylaws consistent with the terms of this Contract.

5.2. **Transportation.** ~~The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. Any Special education students who meet the criteria for a Special Transportation Request (STR) and are determined eligible for special transportation by the student's IEP team, the District will fulfill the transportation requirements of the STR as long as the School is under the Insurance Model of the District's special education services.~~

~~5.2. District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. Any transportation of students to the School (other than special education students who require transportation on a related service) shall be the sole responsibility of the School.~~

5.3. **Food Services.** The District and the School acknowledge and agree that food services are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. In the event the District provides food services to the School, the District shall be the School Food Authority for the School and will be the repository for "at risk" tracking/reporting/ and auditing to the Colorado Department of Education. The costs associated with all food services shall be borne by the School.

5.4. **Insurance.** During the term of this Contract, the School shall maintain insurance coverage either purchased in its own right or through the District. Such insurance shall at a minimum include the following:

A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:

i. Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

ii. Coverages:

- Occurrence form
- Products and completed operations coverage
- Personal injury
- Contractual liability
- Defense in addition to the limits of liability
- Sexual abuse and misconduct coverage
- Coverage for athletic participants, if the School participates in athletic programs
- Special events coverage
- Severability of interests provision
- Additional insured endorsement on behalf of the District

B. Automobile Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos):

i. Minimum Limits:

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

- \$2,000,000 each occurrence and aggregate

- G. Property Insurance: All property (building and contents) owned or leased by the School will be the responsibility of the School unless otherwise agreed by contract. School will carry property insurance covering its owned or leased property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense.
- H. Crime Insurance: School will maintain employee dishonesty coverage in an amount of not less than \$250,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

5.5. **{Waivers.}**

A. State laws and regulations

- i. Automatic Waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.

- ii. Additional Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to seek waivers only if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.
- iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 5. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District officials shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to

rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

B. District Policies

- i. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school. Through this Contract, the District has delegated this authority to the School.
- ii. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 5.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District administrators shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

SECTION SIX:SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1. **Student Grade Levels**. The School will serve students in grades ~~through 8~~K through 8~~[K through 8]~~. By separate agreement between the District and the School, the School may serve students in pre-k through a separately organized Preschool. Should an expansion of the approved program to grades beyond pre-K through eighth grade, or to provide part-time programming, be contemplated, the School shall seek District 49 Board of Education approval of its expansion plan in accordance with the District's Request for Charter School Expansion process.

6.2. **Student Demographics**. The School shall abide by the provisions of the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3). The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School shall make reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall consistently attempt to make reasonable progress toward this goal.

6.3. **Enrollment Procedures.** The School's enrollment procedures shall be established by the Board and consistent with C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached.

6.4. **Eligibility for Enrollment/Admissions.** Students shall be enrolled/considered for admission into the School without regard to race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

6.5. **Student Registration and Enrollment.** Students shall register and enroll at SSCS according to its procedures established pursuant to Section 6.3 above. Once enrolled, the School is responsible for maintaining, updating, and transferring student information. The School is also responsible for sharing that information with the District as appropriate under state and federal law, including FERPA. The School may elect to utilize the District student information system to share this information.

6.6. **Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** The School shall follow admission procedures from Attachment 8 to ensure that the needs of students with disabilities are met.

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

6.8. **Extracurricular Activities.** Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, the School's students may participate in nonacademic activities at other schools in the School District provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, SSCS or the student shall be responsible for payment of the fee consistent with the policies and practices of SSCS. SSCS students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.

6.9. **Student Movement after October 1.** After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law. See C.R.S. § 22-30.5-104(3) & 7(a). See also Section 6.5 of this Contract.

6.10. **Expulsion and Denial of Admission.** The authority to hold expulsion hearings shall remain with the District Board of Education. However, the charter board, or its designee shall

make findings of fact and recommendations to the District Chief Academic Officer and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a charter school student by the District Board shall specify which District school(s) the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. All costs for truancy shall be paid for by the School.

6.11. **Continuing Enrollment.** Students who enroll in the School shall remain enrolled in the School through the ~~leighth grade~~, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

6.12. **Volunteer Requirements.** The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

~~7.1.~~ **Vision.**

7.1. All students empowered to fulfill their responsibilities and dreams.

7.2. **Mission.** Guided by a developmental framework, Spacious Skies, a project-based learning school, guarantees each child a quality education by providing joyful and challenging learning experiences in a safe and caring environment.

7.3. **School Goals and Objectives.**

- A. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth and growth gaps. Incremental progress in each of these indicators will be defined as progress sufficient to receive a ranking of Improvement or better. Further, the School will establish reasonable and agreed-upon academic targets in its Unified Improvement Plan and are aligned to the goals and objectives described in the charter application. In the event the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.

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

- A. ~~Parent/Guardian Choice~~Developmental Framework. ~~We are honored to provide another choice for parents to educate their children~~To serve a diverse student

population, the School will utilize a developmental framework as the foundation of its education model.

- B. ~~Academic Growth~~Project-Based Learning (PBL).- The School implements PBL as its curricular and instructional approach. PBL is a curricular and instructional strategy in which students gain knowledge and skills by working for an extended period of time to investigate and respond to an engaging and complex question, problem, or challenge. ~~Student academic growth is deeply important. We follow a curriculum that provides a rich, liberal arts education for all students. This curriculum aligns with the Colorado standards as detailed in the Core Knowledge/Colorado Standards Alignment document completed by the League of Charter Schools and adopted by the School. Monitoring both performance and growth assures a focus on academic rigor for each child.~~
- C. ~~Positive Character Development.~~ Moral development of our students is a critical part of our mission. Character education is deeply embedded in the day to day teaching whether it is talking about the character traits of historical figures being studied or comparing and contrasting traits of characters in a story. Character traits are talked about daily, recognized at the classroom and school level, and constantly reinforced by all staff. In order to recognize the importance of Character at the school level, the School will reward Character each month through core virtue assemblies.
- D. ~~Economic Sustainability.~~ We pledge to be prudent managers of public funds to ensure long term educational effectiveness. We involve parents and staff in many decisions and advise them on situations regarding effective use of the resources we have.
- E.C. ~~School Development~~Supplemental Programs and Specials. Offering the choice of our vision and mission to other families provides wonderful opportunities for parents and staff. We are a mobile society and school choice ensures that parents and staff have access to the type of educational environment they desire. The School will offer supplemental programs including before/after school care, summer school, Active Education, Art and Music, and a Thinkering Lab.

7.5. **GED and On-line Programs.** The School's educational program as contained in the Application and reviewed by the District does not include a GED program or online program; accordingly, the School is prohibited from offering such GED or online programs, without permission of the District.

7.6. **Curriculum, Instructional Program, and Pupil Performance Standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any

content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.7. **Culturally and Linguistically Diverse Learners.** ~~The School shall provide resources and support to Culturally and Linguistically Diverse learners to enable them to acquire sufficient English language proficiency to participate in the mainstream Culturally and Linguistically Diverse instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.~~ **English Language Learners.** ~~The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners.~~

7.8. **Indigent Students.** The School shall waive all applicable fees for indigent students in accordance with School District policy/regulations, unless waived, and applicable federal and state law. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall comply with all state and federal requirements regarding the provision of services to students eligible for free and reduced lunches if and when the School offers food service.

7.9. **Gifted and Talented Students.** The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

7.10. **Education of Students with Disabilities.**

- A. The District shall provide all federally required educational services typically provided to students with mild/moderate needs. Agreements may be made through an annual MOU between the School and District to provide services to students with severe needs. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services in the District, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, divided by the total number of students enrolled in the

District, times one plus the District's state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section 8.1.A. The per pupil cost shall be revised annually based on the above methodology.

- B. The District shall provide special education support services to students at the School. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs. Support services shall include psychologists, social workers, nurses, physical therapists, occupational therapists, audiologists, speech therapists, staff development and administrative and office support. Support services do not include legal costs or additional special education instructional service costs incurred by the School. Services do not include any personnel or devices required to meet the accommodation needs of students supported through a 504 Plan.
- C. A description of the special education services to be provided by the District pursuant to Section 7.10.A above. District services for special education shall include, but not be limited to, the District being responsible for providing and paying the cost of defense of any and all charges, complaints, or investigations concerning special education by the Office of Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.
- D. The School agrees to comply with all District Board policies and regulations and the requirements of state and federal laws and regulations concerning the education of students with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
- E. The School shall direct the development and/or modification of any IEP for special education students of the School and may request the District's assistance. The District's Director of Special Education, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of state and federal law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

- F. The District or the School may identify from time to time changes to the educational program of the School that (1) are reasonably necessary to comply with applicable law for educating students with disabilities, or (2) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of state and federal law. [The process for determining LRE is described in Attachment 8.](#)

SECTION EIGHT: FINANCIAL MATTERS

8.1. Revenues/Funding.

- A. During the term of this Contract, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded FTE pupil enrolled at the School. The District, however, shall retain the actual amount of the School's per pupil share of the central administrative overhead costs for services actually provided to the School; except that such amount shall not exceed five percent (5%) of the District's PPR for each funded FTE pupil enrolled at the School. The District may also withhold the per pupil costs of services purchased by the School from the District as specified in Attachment 9, to include funds to cover the School's obligation to offset SPED LEA costs and potential risk associated with potential students with "severe" needs, as defined by the District. For purposes of calculating enrollment, kindergarten students shall count as one-half of one funded FTE pupil. The term "funded FTE pupil," as used in this Section, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. § 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. The funds withheld by the District to cover the actual costs of central administrative overhead, services purchased under this Contract, as specified in Attachment 9, and any actual direct costs as negotiated between the parties prior to the beginning of each fiscal year under this Contract shall be subject to an itemized accounting and presented to the School within ninety (90) days after the end of the fiscal year and shall be reconciled to actual costs for services actually provided within ninety (90) days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). If the actual costs of central administration overhead, direct costs, and the costs of services directly purchased by the School are less than the funds withheld, the difference between the amount initially charged to the School and the actual cost shall be paid to the School. Conversely, if the amount withheld is less than the actual

costs, the difference shall be repaid to the District on a per pupil basis by withholding over the remainder of the budget year.

- B. Financial Adjustments. Any CDE audits of district pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School, spread out over the remaining months in the school year, rather than as a "lump sum" in any one month's distribution.
- C. Mill Levy Funds and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

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

- D. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act (ESEA) funding (*e.g.*, Titles I through V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- E. State Categorical Aid. On or before January 15 of each school year, the District shall provide to the School the School's proportionate share of applicable state categorical aid (*e.g.*, English Language Proficiency, Gifted and Talented, capital construction funds, or transportation funding) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE, as required.

- F. Significant Changes to the Public-School Finance Act. The Parties agree that if the Public School Finance Act of 1994, C.R.S. § 22-54-101 *et seq.*, is significantly changed, then the Parties will re-negotiate the financial portions of this Contract that are affected so that they align with the new public school finance law.

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

- A. For the term of this Contract, funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to adjustments, deductions and annually contracted services as set forth in Attachment 9 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: December 15 of each year, funding may be revised on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to PPR provided for in the District and not otherwise deducted. Funding may also be adjusted for any services provided by the District under this Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.
- C. Budget. The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its balanced budget to the District on or before June 1 of each year, so that the District can review the School's balanced budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the School District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the School District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its balanced budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

8.3. **Enrollment Projections.** The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 30, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official enrollment for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets,

and that any information provided under this Section shall not be used by the District for the purpose of restricting SSCS's enrollment or otherwise inhibiting the growth of SSCS.

8.4. **TABOR Reserve.** The school shall maintain its own TABOR reserve.

8.5. **Contracting.** The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and SSCS's authority to contract is limited by the ~~same provisions of law that apply to the~~ same provisions of law that apply to the District Office ~~the provisions contained in [District and are further defined in Attachment 10, Right to Endorse or Caution Contracts.] Further, u~~ Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by SSCS, where feasible, shall include the following provisions:

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

8.6. **Annual Audit and Trial Balance.**

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

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

8.8. **Non-commingling.** Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Subject to the requirements of Section 6.1 above, the District and the School acknowledge and agree that the School may operate a private subsidiary preschool (the “Preschool”), a legal entity distinct from the School and separate from this Contract, and that the District and the School shall enter into an annual agreement setting forth the financial and non-financial arrangements between the School and the Preschool.

8.9. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

8.10. **Direct Costs/District Services.** The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the School District the services and materials specified in Attachment 9 at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect and attached as Attachment 9. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the School District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so by mutual agreement with the District. Costs shall be adjusted annually by the School District based upon its then-current budget and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4), and any difference between the amount initially charged to SSCS and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the school district, unless otherwise waived. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The parties mutually recognize that the District is barred from withholding funding for direct costs unless the payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

9.1. **Employee Matters.** The parties agree that teachers and other staff employed at the School are employees of the School, and are not employees of the School District. The School is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons.

- A. Hiring of Personnel. Personnel may be selected by the School subject to compliance with all state and federal rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. The School may terminate the employment of any personnel without cause and for any reason not prohibited by law.
- B. Employee Compensation, Evaluation and Discipline. The School shall adopt its own written policies in compliance with federal and state law concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the charter school Board of Directors and not by the School District's Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the School.

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

9.2. **Instructional Providers**. The School shall employ or otherwise utilize in instructional positions those individuals who the School deems are qualified, consistent with applicable state and federal law (unless waived) as applied to Colorado charter schools, not school districts.

9.3. **Background Checks, Fingerprinting**. The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable laws, rules and regulations. *See* C.R.S. §§ 22-30.5-110.5 & -110.7.

SECTION TEN: FACILITIES

10.1. **School Facilities**. The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements. The School shall be limited to a single campus. Any growth to a new or to additional campuses or facilities is subject to District approval.

10.2. **Use of District Facilities**. The School may not use District facilities for activities and events without prior written consent from the District.

10.3. **Impracticability of Use**. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility

cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing SSCS the use of under-utilized District facilities until such time as the impracticability condition is corrected.

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

11.1. **Renewal Process.** The School shall submit its renewal application during the 2024~~2~~-2025~~3~~ school year in accordance with then-current District procedures and process. The District Board of Education shall act on the renewal application by resolution no later than ~~DATE~~February 1, 2025, unless the term of this Contract has been previously extended by Board action. Before the District Board takes action, it shall allow a public hearing wherein the School shall have the opportunity to address the Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

11.2. **Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.

11.3. **Criteria for Renewal or Non-renewal and Revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).

11.4. **Termination and Appeal Procedures.** The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.

11.5. **School-initiated Closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the

end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.

11.6. **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in the facilities if such facilities are held by the SSCS Building Corporation, under lease to the School. The District's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and,
- B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7. **Return of Property.** In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the foregoing, the District shall not have the right to retain property owned, or held in the name of, the SSCS Building Corporation or property leased by SSCS, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE: GENERAL PROVISIONS

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

12.2. **Amendments.** No amendment of the Contract shall be valid unless ratified in writing by the District Board and the School's Board of Directors and executed by authorized representatives of the Parties.

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

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

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

12.6. **No Third-party Beneficiary.** The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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

12.8. **Notice.** Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the established address of the School's prime operating facility, in the case of notice being sent to the School, 5 East Bijou, Suite 246, Colorado Springs, CO 80903 or to the District's Administrative Offices, 10850 East Woodmen Road, Falcon, CO 80831 in the case of notice being sent to the School District. Either Party may change the address for notice by giving written notice to the other Party.

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

12.10. **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and School District policies/regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the School District of a majority of its other schools.

[Signature Page Follows.]

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

DISTRICT:

SCHOOL DISTRICT NO. 49

By: _____
Name:
Its:

SCHOOL:

SPACIOUS SKIES CHARTER SCHOOL

By: _____
Name:
Its:

SPACIOUS SKIES CHARTER SCHOOL

CHARTER SCHOOL CONTRACT

This Charter School Contract ("Contract"), dated this 12th day of September, 2019, is made and entered into by and between School District No. 49 ("District") and Spacious Skies Charter School ("SSCS" or the "School"), a public charter school organized as a Colorado non-profit corporation (collectively, the "Parties").

SECTION ONE: RECITALS

1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3);

1.2. WHEREAS, on July 11, 2019, the School District's Board of Education ("Board") conditionally approved SSCS's charter application for a projected school opening in the Fall of 2020;

1.3. WHEREAS, approval is subject to the following conditions:

- A. SSCS provides evidence of a suitable facility with a Letter of Intent to the District by September 1, 2019 including information regarding the financial partner, square footage, estimated annual cost through the term of the agreement, detail of any escalating costs, project timeline, and estimated completion date [Attachment 11];
- B. SSCS verifies the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County;
- C. Should SSCS apply for the Colorado Charter School Program ("CSP") grant funds as indicated in the proposed budget:
 - i. SSCS develop and implement a financial plan ensuring "up front" funds required for CSP grant eligibility;
 - ii. SSCS submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- D. SSCS identify and hire a school leader ("Principal") no later than January 1, 2020;
- E. SSCS secure Intent to Enroll forms needed to reach the Full Time Enrollment required to balance the Year 1 budget and demonstrate 75% of year 1

enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020;

- F. SSCS engage with the iConnect Zone and D49 administration in developing pre-opening milestones;
- G. SSCS meet all timelines and details of pre-opening milestones;
- H. SSCS's Chief Education Officer, through his designees, the iConnect Zone Superintendent, and SSCS Academy founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the SSCS plan.

1.4. WHEREAS, SSCS seeks approval of its charter and contract and desires to maintain and amend certain waivers, granted to SSCS, from School District policies/regulations and state law/rules, attached and incorporated herein as Attachment 6;

1.5. WHEREAS, the Board has the authority to waive School District policies and regulations only to the extent permitted by law;

1.6. WHEREAS, the authority of the Board, as approved by the State Board of Education, to provide waivers from the requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes; and

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

SECTION TWO: ESTABLISHMENT OF SCHOOL

2.1. **Term and TABOR Clause.** This Contract is effective as of September 12, 2019, and shall continue through June 30, 2025. Although this Contract is for operation of the Charter School for a period of 5 years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding SSCS or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2. **Charter School Legal Status.** SSCS is incorporated as a Colorado non-profit corporation and is recognized as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. Unless the parties agree otherwise in writing, SSCS shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes

of the Contract. As provided by the Charter Schools Act, SSCS shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by SSCS are considered to be operated by SSCS as a charter school that is authorized by the District. As such, SSCS is subject to Colorado laws and District policies that apply to all public charter schools unless waived in accordance with Section 5.5 of this Contract. Further, SSCS is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1. District Rights and Responsibilities.

- A. Right to Review. SSCS shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:
- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence that criminal background checks have been conducted
 - v. SSCS's operations, including health, safety and occupancy requirements; and
 - vi. Inspection of the facility.

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

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. Except in exceptional circumstances, the District shall direct the person making the complaint to present that complaint to the SSCS Administration and/or Board of Directors, as appropriate. If the person or persons making the complaint are adamant about not wishing to take the complaint directly to the School as a first step in the complaint process, the District shall notify the School within ten (10) days of the receipt of the complaint by the District and shall include information about the substance of the complaint, taking into consideration any complainant's request for anonymity. Any written complaint shall be provided to the School within three (3) days pursuant to the Open Records Act.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect the health and safety of the School's students.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that the District receives from the State or other sources, including but not limited to, test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with 1 CCR 301-1, 10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

- F. Access to Student Records. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. District Responsibility to Report Costs/Accounting to the School. Within ninety (90) days after the end of each fiscal year, the District shall provide to the School the costs of services actually provided to the School from among the District's central administrative overhead costs and any direct costs that were charged to the School in accordance with the provisions of C.R.S. § 22-30.5-112(2)(a.4)(I & II). Pursuant to subsection C.R.S. § 22-30.5-112(2)(a.4)(II), any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. Projected cost figures for any service to be purchased by the School from the District shall be provided to the School during its budget formulation phase.

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

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

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

- i. Conditions that may cause SSCS to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

- iii. Any circumstance requiring the closure of SSCS, including, but not limited to, a natural disaster such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction or damage to School facilities;
- iv. The arrest of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- v. Misappropriation of funds;
- vi. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or
- vii. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that SSCS has obtained waivers from state law and regulations and District policies in accordance with Section 5.5 of this Contract. A list of some, but not all, of the federal and state laws with which the School must comply are listed in Attachment 2. Further, the School shall comply with each of the eight (8) progress monitoring milestones provided by the District in Section 1 and in accordance with the July 11, 2019 resolution, with compliance running through June, 2020, as set forth in Section 1.

D. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, may constitute a material violation of the Contract, and the District may take actions outlined in Section 3.6.

- i. Accreditation report, including the Unified Improvement Plan, in accordance with state requirements.

- ii. Annual Performance Report (APR) to include:

- a. Quarterly reports, due within 30 days after each quarter, or October 30, January 30, April 30, and July 30, that include:

- 1. Quarterly projected and actual enrollment

2. Quarterly financial reports
 3. Governance information to include the charter school board roster and contact information, signed board disclosure/conflict of interest forms for each board member and policies addressing conflicts of interest, nepotism, excess benefits, and discrimination by October 30.
 4. Anything else as may be included in the District's Annual Performance Report and required of its charter schools.
- iii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. § 22-44-301 *et seq.* (including the current year budget and the two immediately prior years' budgets).
 - a. Proposed Budget-due April 15
 - b. SSCS Board approved budget-due June 15
 - c. Annual Audit-due September 15
 - d. End of the year balance- due August 20
 - iv. School calendar - due June 1
 - v. Insurance certification -due September 1
 - vi. Health and Safety Information (Including a report of previous year's fire drills, updated emergency plans, and emergency contact information)- due June 30
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agent and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
- F. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations

Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 3.

- G. District-School Dispute Resolution. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:
- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.
 - iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board

meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.

- v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.
- viii. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.

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

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

- i. Withholding up to eight percent (8%) of Funds Due to the School. This remedy may be applied in situations where the School could reasonably

take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 3.2.D by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirement of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(9).

- ii. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a remediation plan to cure a deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the charter board for approval. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the charter board and the District's board with periodic reports of progress. The District may request the School to review and revise the plan if it reasonably determines it is not effective in remedying the deficiency. This remedy may be applied if the School fails to 1) make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, 2) achieve District accreditation requirements, 3) implement its educational program after a reasonable period of time, or 4) complete two (2) or more required reports by the established deadlines.

- I. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- J. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 et seq., it shall follow the procedures set forth therein.

SECTION FOUR: SCHOOL GOVERNANCE

4.1. **Governance.** The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School Board's policies shall provide for governance of the operation of the School consistent with this Contract. The governing board shall operate in accordance with these documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-137-301, in amending its articles of incorporation and bylaws. The bylaws or policies of the School shall include a requirement that each charter school board member annually sign a conflict of interest disclosure. The School agrees that its articles, bylaws, policies, operating agreement with its ESP, if any, and any other documents or practices shall comply with the Charter Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a

charter school in Colorado. The School further agrees that any changes to any documents that affect the fundamental governance of the School must be reviewed and approved by the District prior to such changes becoming effective.

4.2. **Corporate Purpose.** The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 et seq. Subject to the conditions contained herein, the School may also operate a separately organized Preschool (as defined in Section 8.8 below).

4.3. **Transparency.** The School shall make its Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4. **Administrator Evaluation.** The governing board shall conduct a performance evaluation of the school's lead administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.

4.5. **School Dashboard and Annual Performance Report.** The School's Board shall develop a school dashboard that reflects the Board's focus on specific measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report.

4.6. **Complaints.** The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the SSCS Board of Directors, not the District's Board of Education.

4.7. **Contracting for Core Educational Services.**

- A. The District acknowledges that the School does not intend to contract with an educational service provider (ESP) for implementation of its core educational program. As set forth in Attachment 4 – ESP Guidelines, and Attachment 10 - Right to Endorse or Caution Contracts, SSCS agrees to first obtain District approval before negotiating for contracted core education services. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the ESP that meets the conditions set forth in Attachment 4, ESP Guidance. The District further acknowledges that the School may end its contract with its ESP and become self-managed, or may elect to hire a new ESP. The District must approve any such change, prior to its taking effect.
- B. Notwithstanding section 4.7.A of this Contract, the School may negotiate and contract with a school food authority, or any third party for the use, operation

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

4.8. **Training.** The School's Board shall adopt a policy for its annual training plan. Further, each charter board member will satisfactorily complete the online charter school governing board training modules [boardtrainingmodules.org], or comparable training, within a year of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

5.1. **Operational Powers.** The School shall be responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; and, adoption of policies and bylaws consistent with the terms of this Contract.

5.2. **Transportation.** The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. Any Special education students who meet the criteria for a Special Transportation Request (STR) and are determined eligible for special transportation by the student's IEP team, the District will fulfill the transportation requirements of the STR as long as the School is under the Insurance Model of the District's special education services.

5.3. **Food Services.** The District and the School acknowledge and agree that food services are not required to be provided to students attending the School. If requested to do so by the School, the District shall consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. In the event the District provides food services to the School, the District shall be the School Food Authority for the School and will be the repository for "at risk" tracking/reporting/ and auditing to the Colorado Department of Education. The costs associated with all food services shall be borne by the School.

5.4. **Insurance.** During the term of this Contract, the School shall maintain insurance coverage either purchased in its own right or through the District. Such insurance shall at a minimum include the following:

- A. Commercial General Liability: School will maintain commercial general liability insurance covering all operations by or on behalf of the School,

including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:

i. Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

ii. Coverages:

- Occurrence form
- Products and completed operations coverage
- Personal injury
- Contractual liability
- Defense in addition to the limits of liability
- Sexual abuse and misconduct coverage
- Coverage for athletic participants, if the School participates in athletic programs
- Special events coverage
- Severability of interests provision
- Additional insured endorsement on behalf of the District

B. Automobile Liability: School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos):

i. Minimum Limits:

- \$1,000,000 combined single limit each accident

ii. Coverages:

- Additional insured endorsement on behalf of the District

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

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

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

5.5. **Waivers.**

A. State laws and regulations

- i. Automatic Waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

The waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.

- ii. Additional Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to seek waivers only if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.
- iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 5. To the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District officials shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. To

the extent that the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

B. District Policies

- i. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school. Through this Contract, the District has delegated this authority to the School.
- ii. Additional Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 5.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, District administrators shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

SECTION SIX:SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1. **Student Grade Levels**. The School will serve students in grades K through 8. By separate agreement between the District and the School, the School may serve students in pre-k through a separately organized Preschool. Should an expansion of the approved program to grades beyond pre-K through eighth grade, or to provide part-time programming, be contemplated, the School shall seek District 49 Board of Education approval of its expansion plan in accordance with the District's Request for Charter School Expansion process.

6.2. **Student Demographics**. The School shall abide by the provisions of the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3). The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School shall make reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall consistently attempt to make reasonable progress toward this goal.

6.3. **Enrollment Procedures**. The School's enrollment procedures shall be established by the Board and consistent with C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached.

6.4. **Eligibility for Enrollment/Admissions.** Students shall be enrolled/considered for admission into the School without regard to race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

6.5. **Student Registration and Enrollment.** Students shall register and enroll at SSCS according to its procedures established pursuant to Section 6.3 above. Once enrolled, the School is responsible for maintaining, updating, and transferring student information. The School is also responsible for sharing that information with the District as appropriate under state and federal law, including FERPA. The School may elect to utilize the District student information system to share this information.

6.6. **Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.** The School shall follow admission procedures from Attachment 8 to ensure that the needs of students with disabilities are met.

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

6.8. **Extracurricular Activities.** Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, the School's students may participate in nonacademic activities at other schools in the School District provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, SSCS or the student shall be responsible for payment of the fee consistent with the policies and practices of SSCS. SSCS students shall not be eligible for enrollment in academic courses at other schools on a part-time basis.

6.9. **Student Movement after October 1.** After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests for transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law. See C.R.S. § 22-30.5-104(3) & 7(a). See also Section 6.5 of this Contract.

6.10. **Expulsion and Denial of Admission.** The authority to hold expulsion hearings shall remain with the District Board of Education. However, the charter board, or its designee shall make findings of fact and recommendations to the District Chief Academic Officer and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a charter school student by the District Board shall specify which District school(s) the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any

general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. All costs for truancy shall be paid for by the School.

6.11. **Continuing Enrollment.** Students who enroll in the School shall remain enrolled in the School through the eighth grade, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

6.12. **Volunteer Requirements.** The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

7.1. **Vision.** All students empowered to fulfill their responsibilities and dreams.

7.2. **Mission.** Guided by a developmental framework, Spacious Skies, a project-based learning school, guarantees each child a quality education by providing joyful and challenging learning experiences in a safe and caring environment.

7.3. **School Goals and Objectives.**

A. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth and growth gaps. Incremental progress in each of these indicators will be defined as progress sufficient to receive a ranking of Improvement or better. Further, the School will establish reasonable and agreed-upon academic targets in its Unified Improvement Plan and are aligned to the goals and objectives described in the charter application. In the event the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.

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

- A. Developmental Framework. To serve a diverse student population, the School will utilize a developmental framework as the foundation of its education model.
- B. Project-Based Learning (PBL). The School implements PBL as its curricular and instructional approach. PBL is a curricular and instructional strategy in which students gain knowledge and skills by working for an extended period of

time to investigate and respond to an engaging and complex question, problem, or challenge .

- C. Supplemental Programs and Specials. The School will offer supplemental programs including before/after school care, summer school, Active Education, Art and Music, and a Thinkering Lab.

7.5. **GED and On-line Programs**. The School's educational program as contained in the Application and reviewed by the District does not include a GED program or online program; accordingly, the School is prohibited from offering such GED or online programs, without permission of the District.

7.6. **Curriculum, Instructional Program, and Pupil Performance Standards**. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.7. **Culturally and Linguistically Diverse Learners**. The School shall provide resources and support to **Culturally and Linguistically Diverse** learners to enable them to acquire sufficient English language proficiency to participate in the mainstream **Culturally and Linguistically Diverse** instructional program. The School shall follow the District's procedures of identifying, assessing and exiting English language learners. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

7.8. **Indigent Students**. The School shall waive all applicable fees for indigent students in accordance with School District policy/regulations, unless waived, and applicable federal and state law. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall comply with all state and federal requirements regarding the provision of services to students eligible for free and reduced lunches if and when the School offers food service.

7.9. **Gifted and Talented Students**. The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using District criteria or criteria that have been approved by the District's Board of Education.

7.10. Education of Students with Disabilities.

- A. The District shall provide all federally required educational services typically provided to students with mild/moderate needs. Agreements may be made through an annual MOU between the School and District to provide services to students with severe needs. The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services in the District, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, divided by the total number of students enrolled in the District, times one plus the District's state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section 8.1.A. The per pupil cost shall be revised annually based on the above methodology.
- B. The District shall provide special education support services to students at the School. Therefore, special education services at the School shall be commensurate with those provided at other District schools. The District shall assign other special education support staff as necessary to meet student needs. Support services shall include psychologists, social workers, nurses, physical therapists, occupational therapists, audiologists, speech therapists, staff development and administrative and office support. Support services do not include legal costs or additional special education instructional service costs incurred by the School. Services do not include any personnel or devices required to meet the accommodation needs of students supported through a 504 Plan.
- C. A description of the special education services to be provided by the District pursuant to Section 7.10.A above. District services for special education shall include, but not be limited to, the District being responsible for providing and paying the cost of defense of any and all charges, complaints, or investigations concerning special education by the Office of Civil Rights (OCR), the Department's Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, it shall be the responsibility of the District.
- D. The School agrees to comply with all District Board policies and regulations and the requirements of state and federal laws and regulations concerning the education of students with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs

are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.

- E. The School shall direct the development and/or modification of any IEP for special education students of the School and may request the District's assistance. The District's Director of Special Education, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of state and federal law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- F. The District or the School may identify from time to time changes to the educational program of the School that (1) are reasonably necessary to comply with applicable law for educating students with disabilities, or (2) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of state and federal law. The process for determining LRE is described in Attachment 8.

SECTION EIGHT: FINANCIAL MATTERS

8.1. Revenues/Funding.

- A. During the term of this Contract, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), for each funded FTE pupil enrolled at the School. The District, however, shall retain the actual amount of the School's per pupil share of the central administrative overhead costs for services actually provided to the School; except that such amount shall not exceed five percent (5%) of the District's PPR for each funded FTE pupil enrolled at the School. The District may also withhold the per pupil costs of services purchased by the School from the District as specified in Attachment 9, to include funds to cover the School's obligation to offset SPED LEA costs and potential risk associated with potential students with "severe" needs, as defined by the District. For purposes of calculating enrollment, kindergarten students shall count as one-half of one funded FTE pupil. The term "funded FTE pupil," as used in this Section, shall

be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. § 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. The funds withheld by the District to cover the actual costs of central administrative overhead, services purchased under this Contract, as specified in Attachment 9, and any actual direct costs as negotiated between the parties prior to the beginning of each fiscal year under this Contract shall be subject to an itemized accounting and presented to the School within ninety (90) days after the end of the fiscal year and shall be reconciled to actual costs for services actually provided within ninety (90) days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). If the actual costs of central administration overhead, direct costs, and the costs of services directly purchased by the School are less than the funds withheld, the difference between the amount initially charged to the School and the actual cost shall be paid to the School. Conversely, if the amount withheld is less than the actual costs, the difference shall be repaid to the District on a per pupil basis by withholding over the remainder of the budget year.

- B. Financial Adjustments. Any CDE audits of district pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School, spread out over the remaining months in the school year, rather than as a "lump sum" in any one month's distribution.
- C. Mill Levy Funds and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

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

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

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

- A. For the term of this Contract, funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to adjustments, deductions and annually contracted services as set forth in Attachment 9 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: December 15 of each year, funding may be revised on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to PPR provided for in the District and not otherwise deducted. Funding may also be adjusted for any services provided by the District under this Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.
- C. Budget. The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its balanced budget to the District on or before June 1 of each year, so that the District can review the

School's balanced budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the School District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the School District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its balanced budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

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

8.4. **TABOR Reserve.** The school shall maintain its own TABOR reserve.

8.5. **Contracting.** The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and SSCS's authority to contract is limited by the same provisions of law that apply to the **District** Attachment 10 Further, unless otherwise agreed in writing by the District, each contract or legal relationship entered into by SSCS, where feasible, shall include the following provisions:

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

8.6. **Annual Audit and Trial Balance.**

- A. Annual Audit. The School will undergo an independent, outside governmental audit by a certified public accountant, chosen by the School's governing body, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. The School will bear the costs of its independent audit. SSCS is aware of the interactive nature of its audit and that of the District and will ensure that its independent auditor cooperates with the District auditor in

providing relevant information by October 1 so that both audits might be finalized by October 20. The District, in turn, will attempt to provide preliminary figures associated with the annual itemized accountings for central administrative overhead costs, purchased services and agreed direct costs in advance of the ninety (90) day period from the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4). In the event the School fails to provide the financial information to the District in the form and on the dates provided for in this Contract or as otherwise required by the state or federal government, the School District, after providing written notice to the School, may withhold up to ten percent (10%) of any monthly funding flow due the School until such time as SSCS complies with the financial reporting requirements.

- B. **Trial Balance.** The School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual audit in accordance with the dates and procedures outlined above.

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

8.8. **Non-commingling.** Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Subject to the requirements of Section 6.1 above, the District and the School acknowledge and agree that the School may operate a private subsidiary preschool (the “Preschool”), a legal entity distinct from the School and separate from this Contract, and that the District and the School shall enter into an annual agreement setting forth the financial and non-financial arrangements between the School and the Preschool.

8.9. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

8.10. **Direct Costs/District Services.** The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the School District the services and materials specified in Attachment 9 at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect and attached as Attachment 9. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the School District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so by mutual agreement with the District. Costs shall be adjusted annually by the School District based upon its then-current budget and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4), and any difference between the amount initially charged to SSCS and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in

the school district, unless otherwise waived. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The parties mutually recognize that the District is barred from withholding funding for direct costs unless the payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

9.1. **Employee Matters.** The parties agree that teachers and other staff employed at the School are employees of the School, and are not employees of the School District. The School is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School shall be considered an employee of the School District by virtue of such employment, and the School District shall have no liability or responsibility for such persons.

- A. Hiring of Personnel. Personnel may be selected by the School subject to compliance with all state and federal rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. The School may terminate the employment of any personnel without cause and for any reason not prohibited by law.
- B. Employee Compensation, Evaluation and Discipline. The School shall adopt its own written policies in compliance with federal and state law concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the charter school Board of Directors and not by the School District's Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the School.

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

9.2. **Instructional Providers.** The School shall employ or otherwise utilize in instructional positions those individuals who the School deems are qualified, consistent with applicable state and federal law (unless waived) as applied to Colorado charter schools, not school districts.

9.3. **Background Checks, Fingerprinting.** The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all

employees to the extent required by applicable laws, rules and regulations. *See* C.R.S. §§ 22-30.5-110.5 & -110.7.

SECTION TEN:FACILITIES

10.1. **School Facilities.** The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements. The School shall be limited to a single campus. Any growth to a new or to additional campuses or facilities is subject to District approval.

10.2. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District.

10.3. **Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing SSCS the use of under-utilized District facilities until such time as the impracticability condition is corrected.

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

11.1. **Renewal Process.** The School shall submit its renewal application during the 2024-2025 school year in accordance with then-current District procedures and process. The District Board of Education shall act on the renewal application by resolution no later than February 1, 2025, unless the term of this Contract has been previously extended by Board action. Before the District Board takes action, it shall allow a public hearing wherein the School shall have the opportunity to address the Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

11.2. **Renewal Application Contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.

11.3. **Criteria for Renewal or Non-renewal and Revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.

- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).

11.4. Termination and Appeal Procedures. The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education.

11.5. School-initiated Closure. Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.

11.6. Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in the facilities if such facilities are held by the SSCS Building Corporation, under lease to the School. The District's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and,
- B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7. Return of Property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the foregoing, the District shall not have the right to retain property owned, or held in the name of, the SSCS Building Corporation or property leased by SSCS, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the

School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

SECTION TWELVE:GENERAL PROVISIONS

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

12.2. **Amendments.** No amendment of the Contract shall be valid unless ratified in writing by the District Board and the School's Board of Directors and executed by authorized representatives of the Parties.

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

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

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

12.6. **No Third-party Beneficiary.** The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the School District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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

12.8. **Notice.** Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the established address of the School's prime operating facility, in the case of notice being sent to the School, 5 East Bijou, Suite 246, Colorado Springs, CO 80903 or to the District's Administrative Offices, 10850 East Woodmen Road, Falcon, CO 80831 in the case of notice being sent to the School District. Either Party may change the address for notice by giving written notice to the other Party.

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

12.10. **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and School District policies, regulations, procedures or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and School District policies/regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the School District of a majority of its other schools.

[Signature Page Follows.]

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

DISTRICT:

SCHOOL DISTRICT NO. 49

By: _____
Name:
Its:

SCHOOL:

SPACIOUS SKIES CHARTER SCHOOL

By: _____
Name:
Its:



ATTACHMENT 1

RESOLUTION

Regarding Spacious Skies Charter School

The Board of Education is committed to Every Student by supporting the Spacious Skies Charter School as an avenue of serving student needs, promoting high academic expectations, and embracing a culture of innovation; and

The Board of Education is committed to providing a Portfolio of Schools – to include a charter school with the Spacious Skies Charter School educational and project based learning focus; and

The Board of Education is committed to being the Best District by supporting the diverse needs of students through innovation and specialized programming matched with an emphasis on career and character education; and

The Board of Education is committed to building strong Community partnerships with community agencies; and

The Board of Education is committed to building Trust by offering a quality charter opportunity, which will attract and retain students in D49;

THEREFORE:

We, the members of the board, resolve to support Spacious Skies Charter School as approved conditionally on July 11, 2019 for a projected school opening in the Fall of 2020. This application, submitted by the founding board of the Spacious Skies Charter School and endorsed by the iConnect Zone Superintendent, Chief Education Officer, Chief Operations Officer and Chief Business Officer, is approved with the following conditions and is subject to approval of the charter contract:

1. Provide evidence of a suitable facility with a Letter of Intent to D49 by September 1, 2019. Include information regarding the financial partner, building square footage, estimated annual cost through the term of the agreement, a detail of any escalating costs, project timeline, and estimated completion date.
2. Verify the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County.
3. Should SSCS apply for the Colorado Charter School Program (CSP) grant funds as indicated in the proposed budget:
 1. Develop and implement a financial plan ensuring “up front” funds required for CSP grant eligibility.
 2. Submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
4. Identify and hire a school leader (Principal) no later than January 1, 2020.
5. Secure Intent to Enroll forms needed to reach the sFTE required to balance the Year 1 budget. Demonstrate 75% of year 1 enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020.
6. Engage with the iConnect Zone and D49 administration in developing pre-opening milestones.
7. Meet all timelines and details of pre-opening milestones.



The Chief Education Officer, through his designees, the iConnect Zone Superintendent and Spacious Skies Charter School founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the Spacious Skies Charter School plan.

ADOPTED AND APPROVED this 11th day of July, 2019.

Marie LaVere-Wright, Board President
School District 49

(SEAL)

ATTEST:

Dave Cruson, Board Secretary
School District 49



ATTACHMENT 2

Annual Charter School Checklist

Introduction

The purpose of this checklist is to verify that the charter school is in compliance with certain state and federal laws and regulations.

Curriculum and Instruction

Description		Reference
Instruction in federal & state history & government	1. Colorado history in 4 th grade 2.	22-1-104*
Effect of use of alcohol and controlled substances	3.	22-1-110
Federal Constitution to be taught	4. Taught on or about Sept. 17 th	22-1-108, 109
Sight and hearing tests	5. Evidence of testing	22-1-116
Policy for student possession & administration of prescription medication	6. Policy on file (administrator)	22-119.3
Asthma, food allergy, and anaphylaxis health management	7. Policy on file (administrator)	22-119.5
Comprehensive human sexuality education	8. Policy on file (admin or board) 9. Curriculum scope & sequence	22-1-128
Content standards	10. Alignment	22-7-407

* All statutory references in this document are Colorado Revised Statutes unless otherwise noted.

Governance, Records, and Charter Schools

Description		Reference
Colorado Open Meetings Act	11. Board meetings posted 12. Board adopts posting location each January 13.	24-6-401 et seq.
Colorado Open Records Act	14. CORA requests in compliance 15. Staff notified of law (emails)	24-72-201 et seq.
Family Educational Rights & Privacy Act of 1974	16. Policy on file (admin or board)	20 USC 1232(g)
Nonprofit Corporation Act	17. Corporation in good standing with SOS	7-121-101 et seq.

Safety and Discipline

Description		Reference
Safe School Plan	18. Plan on file at school & district	22-32-109.1 (2)
Grounds for suspension, expulsion, an denial of admission of students	19. Policy on file (admin or board)	22-33-106
Procedures for suspension, expulsion, and denial of admission of students	20. Policy on file (admin)	22-33-105
Child Protection Act of 1987	21.	19-3-301 et seq.
Background checks for employees	22. Evidence of compliance (perusal of personnel files)	22-1-121

Exceptional Students

Description	Reference
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Discipline of students with disabilities	23. Policy on file	20 USC 1415(k) 34 CFR 519-529
Exceptional Children's Educational Act	24.	22-20-101 et seq.
§ 504 of the Rehabilitation Act of 1973	25. Evidence of school child study team	29 USC 794
Individuals with Disabilities Education Act	26. IEPs on file	42 USC 1401 et seq.
English Language Proficiency Act	27.	22-24-101 et seq.

Finance

Description		Reference
Fees	28. Board policy 29. Evidence of adoption of annual fee schedule	22-32-110 (1)(o) & (p); 22-32-117
Allocation of funds to a capital reserve fund	30. Evidence in budget	22-54-105 (2)(b)
Expenditures from a capital reserve fund	31. Evidence in budget 32. Evidence in board minutes	22-45-103; 24-10-115, Art. 13 of Title 29
Allocation of funds for instructional supplies & materials	33. Evidence in budget	22-54-105 (I)
Financial Transparency Act	34. Verification on website	22-44-301 et seq.



ATTACHMENT 3

Board Certification Form

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

Background

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

Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ I/we do not know of any such persons.
☐ Yes
2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ I/we do not anticipate conducting any such business.
☐ Yes
3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
☐ Not applicable because the charter school does not contract with a management company or charter management organization.
☐ I/we do not know of any such persons.
☐ Yes



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

Other

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

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

Signature

Date



ATTACHMENT 4

ESP Guidelines

- ◆1. No provision of the ESP agreement shall interfere with the charter school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the charter school. No provision of the ESP agreement shall prohibit the charter school board from acting as an independent, self-governing public body, or allow decision to be made other than in compliance with the Open Meetings Act.
- ◆2. The ESP agreement shall contain specific performance measures for the provider, a process for periodic review of progress and a process to remedy below-satisfactory performance, including but not limited severing the agreement.
- ◆3. An ESP agreement shall not restrict the charter school board from waiving its governmental immunity or require a charter school board to assert, waive or not waive its governmental immunity.
- ◆4. No provision of an ESP agreement shall alter the charter school board's treasurer's legal obligation to direct that the deposit of all funds received by the charter school be placed in the charter school's account.
- ◆5. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the ESP for the fees or expenses associated with the charter school's operation provided that documentation for the fees and expenses are provided for charter school board ratification.
- ◆6. ESP agreements shall provide that the financial, educational and student records pertaining to the charter school are charter school property and that such records are subject to the provisions of the Colorado Open Records Act. All charter school records shall be physically or electronically available, upon request, at the charter school's physical facilities. Except as permitted under the charter contract and applicable law, no ESP agreement shall restrict the authorizer's access to the charter school's records.
- ◆7. ESP agreements must contain a provision that all finance and other records of the ESP related to the charter school will be made available to the charter school's independent auditor.
- ◆8. The ESP agreement must not permit the ESP to select and retain the independent auditor for the charter school.
- ◆9. If an ESP purchases equipment, materials and supplies on behalf of or as the agenda of the charter school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter school.
- ◆10. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the charter school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
- ◆11. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter school board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the charter school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the charter school; or (ii) were developed by the ESP at the direction of the charter school governing board with charter school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the charter school's proprietary rights over curriculum or educational materials



that are developed by the ESP from funds from the charter school or that are not otherwise dedicated for the specific purpose of developing charter school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the charter school are subject to state disclosure laws and the Open Records Act.

- 12. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the charter school. If the ESP leases employees to the charter school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the charter school or working on charter school operations. If the charter school is staffed through an employee leasing agreement, legal confirmation must be provided to the charter school board that the employment structure qualifies as employee leasing.
- 13. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the charter school board that is required according to the charter contract.
- 14. Marketing and development costs paid by or charged to the charter school shall be limited to those costs specific to the charter school program, and shall not include any costs for the marketing and development of the ESP.
- 15. The maximum term of an ESP agreement must not exceed five academic years.
- 16. If the charter school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not a part of or incorporated into the ESP agreement.



ATTACHMENT 5

Waiver Request Protocol

Requests for waiver of state law or rule and district policies are included as an attachment to the charter contract. Requests for waiver from state law or State Board of Education rules are sent to CDE within 10 days of finalizing a charter contract. If waivers are being requested in addition to those automatically waived upon request, then they must be put on a State Board agenda for approval. Requesting only those automatically approved is quicker because the Schools of Choice Unit only needs to process them before documentation designating approval is provided.

Requests for waivers from district policies are processed at the district level and are not sent to the state. The district has a list of district policies that are automatically waived for charter schools if they are requested. If additional waivers are being requested, they will be approved as a part of the contract approval process. The district Board of Education approves district policy waiver requests.

Requests for waivers include a Rationale and Replacement Plan (RRP). This is an explanation of how the charter school will operate with the waiver. This may include a board policy, administrative procedure, handbook or a description of a practice.

There are two types of waivers: substantive and delegatory. A substantive waiver means that the charter school is going to do something completely different. For example, a charter school uses at-will employees rather than recognizing tenure for teachers. A delegatory waiver means the charter school board, rather than the district Board of Education, will have responsibility for ensuring compliance with the statute. An example of this is the charter school board having authority to select textbooks and curricula.

There are differing opinions from legal counsel regarding which waivers a charter school needs to operate effectively. A charter contract for a K-8 school *explicitly* gives the governing board the right to operate a Kindergarten program and therefore, many believe the waiver for providing Kindergarten is not necessary. Charter school leaders should always consult their legal counsel when requesting waivers.

Charter schools may not waive any federal laws. Moreover, charter schools must still meet the intent of state laws and rules, from which it has been waived.

Process

1. Download the Waiver Request Form at:

http://www.cde.state.co.us/cdechart/download/WaiverReqForm_Final.pdf Fill out the form and get appropriate signatures. District signatures will be provided during the review/approval process.

2. Determine which waivers from state statute or rule the charter school will request and for each one provide a Rationale and Replacement Plan (RRP) (examples are on the CDE website). In the RRP, separate the waivers that are automatically approved and those that are in addition to the automatic waivers.

3. Create a separate list of the district policies the charter school wishes to waive from. For each, provide a Rationale and Replacement Plan. Again, keep separate the district policies that can be automatically approved. Note that a waiver from state statute or rule supersedes district policy and therefore the charter school may not want to waive district policy that is aligned with state law. An example of this is waiver from C.R.S. 22-32-109(1)(n) Determine Contact Hours and Adopt District Calendar allows the charter school governing board to set the school calendar, which means District Policy IC_ICA and IC_ICA-R School Year/School Calendar/Instruction Time are not needed.

4. Waiver requests are submitted with a new charter school application or a renewal application. They will be discussed as a part of charter contract negotiations. They will be made final when the district Board of Education approves the contract.

5. The district will submit the signed Waiver Request Form and corresponding RRP to CDE after the Board of Education has approved the contract. CDE will provide a letter documenting the approval of waivers after



reviewing and processing them. The length of time will vary depending upon if the waivers must go to the State Board or not. The district should receive a copy of this letter, also.

Automatically Approved District Policy Waivers

The following district policies will be automatically waived upon request.

- **Section G: Personnel.** The charter school is responsible for its own employees and employs personnel at-will making most of these policies unnecessary.
- **Section I: Instruction.** The charter school is approved in its charter contract to provide the educational program described in its initial charter school application or renewal application.

IA	IGA	IGD	IGF
IHA	IHA-R	IHAC	IHACA
IHAE	IHAK	IHAL	IHAL-R
IHAM	IHAMA	IHAMB	IHAMC
IHAM-R IHAMB-R IHAMC-R	IIB	IJ	IJ-R
IJ-E-1	IJ-E-2	IJJ	IJK
IJK-R	IJL	IJL-R	IJL-E
IK	IKA	IKAB	IKCA
IKE	IKF	IKFA	IKFB
IL	IMA	IMB	IMB-R
IMBB			

- **Section K: School-Community-Home Relations.** As a charter school, the leaders have their own communication with the community and families.

KB	KEC	KEC-E	KEF
KEF-R	KFA	KHC	KHC-R
KI	KLB	KLG	KLMA



ATTACHMENT 6

Waiver Requests – Spacious Skies Charter School

Starting July 1, 2020

Spacious Skies Charter School Requests the Following Non-automatic District Waivers:

Section A: Foundations and Basic Commitments

District Policy: AD – School District 49 Identity, Vision, Mission, and Philosophy

District Policy: AD -R – School District 49 Identity, Vision, Mission, and Philosophy: Operating the Cultural Compass

Rationale: SSCS is a separate entity and should be able to establish its own unique identity including its vision, mission, and design principles. SSCS's charter application describes the current vision, mission, and design principles that are infused in all aspects of school life.

Replacement Plan: SSCS will write and implement its own Vision, Mission, and Design Principles in accordance with the school's philosophy. The school's mission, vision, and design principles will be posted in the school and on several written documents including handbooks, agendas, and formal correspondence. As indicated in the charter application, all stakeholders (staff, students, parents, community) of SSCS will support the development of Spacious Skies' identity through our curriculum and traditions.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's identity will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish a vision, mission, and design principles that support its unique identity and philosophy.

District Policy: ADF & ADF-R – School Wellness & Policy and Guidelines

Rationale: SSCS is a separate entity and will define its own health education program and relevant guidelines.

Replacement Plan: SSCS will outline and implement a health education program aligned with Colorado Academic Standards and informed by the District's policy. In accordance with SSCS's whole child approach to education, integrating health education into the curriculum is crucial. Along with nutrition and physical activity lessons, SSCS's Active Education program will include teaching students about making healthy choices including those related to drugs, alcohol, and tobacco.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated. District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's wellness program will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to SSCS, as set forth in the charter application and the charter contract.



Expected Outcome: As a result of this waiver, SSCS expects to manage develop and implement its own health education program (including teaching about drugs, alcohol, and tobacco) in accordance to its whole-child philosophy.

Section B: School Board Governance and Operations

(NEW) District Policy: BAA – Board of Education Evaluation and Professional Development

Rationale: SSCS is a separate entity and will define its own process for the board's evaluation and professional development process

Replacement Plan: SSCS is committed to the professional growth of its board. To meet its obligation to SSCS' stakeholders, the Board must maintain an attitude of growth and development. New members of the Board will be required to complete CDE's "Online Charter School Governing Board Training Modules" the modules during their first year on the board. In addition to CDE's board modules, professional development will include full participation and reflection on the following required board activities:

1. Regular board meetings
2. School visits
3. Colorado League of Charter School's Annual Conference
4. Customized governance training
5. Annual board retreat

SSCS' Board will conduct an annual self-evaluation to determine professional development needs beyond what is listed above. The Board evaluation will measure the following aspects of board work:

1. Board operations
2. Adherence to the school's vision, mission, and design principles
3. Effectiveness of the Strategic Plan
4. Policy development
5. Effectiveness of meetings
6. Understanding of and adherence to legal issues
7. Accountability and accreditation
8. Financial oversight
9. Governance practice

A report of the board summarizing strengths and areas for growth will be made public.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by the progress made toward the board's goals for itself and the school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to hold itself accountable.

District Policy: BBBA – Board Member Qualifications

Rationale: SSCS is a separate entity and should be able to establish its own board member qualifications.



Replacement Plan: Per our bylaws: Each Director must be a natural person who is twenty-one years of age or older. Additional qualifications include: (a) an interest in children and their education; (b) enthusiasm for SSCS and conviction in its purpose; (c) willingness to give time and energy to SSCS; (d) special skills to address specific management and needs of SSCS; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent SSCS to the community. The Board of Directors may not include employees of SSCS (except substitute teachers) nor shall it include more than one Director who is immediate family to employees of SSCS, nor individuals who are married to one another or who live together in one household. Also, each Director must sign the Board Member Agreement before being permitted to serve on the Board of Directors.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria for its board members.

District Policy: BCA-E-1 – Code of Ethics for School Board Members

District Policy: BCA-E-2AD – Board Member Code of Ethics

Rationale: SSCS is a separate entity and should be able to establish its own code of ethics for school board members.

Replacement Plan: Informed by our bylaws and board agreement, SSCS board will develop and adopt a code of ethics that is aligned to SSCS's mission, vision, and design principles. The code of ethics will specify process to address board members for violating the code of ethics. The code of ethics is in development and will be complete by the beginning of the school year.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own board member code of ethics.

District Policy: BCB – Board Member Conflict of Interest

Rationale: SSCS is a separate entity and should be able to establish its own Conflict of Interest policies.

Replacement Plan: The SSCS Board has and will follow the Conflict of Interest provision in its bylaws Section 5.3, which defines a conflict of interest as arising when any "responsible person" or any "party related to a responsible person" has an "interest adverse to the corporation." A "responsible person" is any individual in a position to exercise substantial influence over the affairs of the corporation. A "party related to a responsible person" includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a Director, Director or officer, or has a financial interest. "An interest adverse to the corporation" includes any interest in any contract, transaction, or other financial relationship with the corporation, and any interest in an entity whose best interests may be impaired by the best interests of the corporation including, without limitation, an entity providing any goods or services to or receiving any goods or services from the corporation, an entity in which



the corporation has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of the corporation.

If a responsible person is aware that the corporation is about to enter into any transaction or make any decision involving a conflict of interest, (a “conflicting interest transaction”), such person shall:

(i) immediately inform those charged with approving the conflicting interest transaction on behalf of the corporation of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person’s knowledge that bear on the advisability of the corporation entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

SSCS may enter into a conflicting interest transaction provided either: (i) the material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or to a committee of the Board of Directors that authorizes, approves or ratifies the conflicting interest transaction, and the Board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors on the Board or committee, even though the disinterested Directors are less than a quorum; or (ii) the conflicting interest transaction is fair as to the corporation.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own Conflict of Interest policy.

District Policy: BDA – Board Organizational Meeting

District Policy: BDB – Board Officers

Rationale: SSCS is a separate entity and should be able to establish its own process and timeline for selecting officers as described in our bylaws.

Replacement Plan: SSCS has established its own process for selecting officers that includes a nomination process, discussion, and vote. From Section 4.6(a-d) of the bylaws, officers and their roles are as follows:

1. President – The president serves as the supervisor of the other officers and presides over all meetings. It is the responsibility of the president to ensure that all resolutions are fulfilled.
2. Vice-President – The vice-president assists the president and performs all duties as assigned by the president. The vice-president performs the president’s duties in the event of absence or inability to conduct the work. The vice-president conducts Board elections.
3. Secretary – The secretary keeps the minutes of proceeding of the Board of Directors, ensures notices are posted in compliance with the law, is the custodian of all corporate records, and performs other duties as assigned by the Board.
4. Treasurer – The treasurer oversees the care of all funds, monitors compliance with finance regulations, and reports on the state of the school’s finances.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation



of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own process for electing board officers.

District Policy: BE – School Board Meetings

Rationale: SSCS is a separate entity and pursuant to statutory authority and in accordance with state law, should be able to establish its own criteria for board member meetings.

Replacement Plan: Special meetings: from Section 3.5 of the bylaws, special meetings of the Board of Directors may be called by or at the request of the president. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place within El Paso County, Colorado, for holding any special meeting of the Board called by them.

Regular meetings: The SSCS Board holds monthly meetings, open to the public. The minimum requirement in the bylaws is six. From Section 3.4 of the bylaws: “At least six meetings, including a regular annual meeting of the Board of Directors shall be held determined by the Board, for the purpose of electing Directors and officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide by resolution the time and place within El Paso County, Colorado, for the holding of additional regular meetings.”

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for holding meetings.

District Policy: BEAA – Electronic Participation in School Board Meetings

Rationale: SSCS is a separate entity and should be able to establish its own policy for electronic participation in a school board meeting.

Replacement Plan: From Section 3.13 of the bylaws, Meetings by Electronic Communication, *members of the Board of Directors or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.*

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for electronic participation in board meetings.

District Policy: BEDA – Notification of Board Meetings

Rationale: SSCS is a separate entity and should be able to, in accordance of law, establish its own policies for notification of board meetings.

Replacement Plan: From Section 3.6a-b, Notice of Meetings, the corporation shall provide notice of all meetings in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq.* Public notice of the



annual meeting shall be posted at the Spacious Skies Charter School campus and/or website no less than 24 hours prior to the holding of the meeting. Requirements. In addition to the notice provisions of the Colorado Open Meetings Law, notice of any special meeting of the Board of Directors stating the date, time and place of the meeting shall be given to each Director at such Director's business or residential address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wire or wireless communication (and the method of notice need not be the same as to each Director). Written notice, if in a comprehensible form, is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; and (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice is effective when communicated in a comprehensible manner. If transmitted by facsimile, electronic transmission or other form of wire or wireless communication, notice shall be deemed to be given when the transmission is complete. Waiver of Notice. A Director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 3.6(b), the waiver shall be in writing and signed by the Director entitled to the notice. Such waiver shall be delivered to the corporation for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless: (i) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the Director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for notification of meetings.*

District Policy: BEBD – Agenda

Rationale: SSCS is a separate entity and should be able to establish its own process for creating the agenda.

Replacement Plan: The school principal and president of the board shall collaborate to write the board agenda.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own processes for creating the board agenda.*

District Policy: BEDD – Rules of Order

Rationale: SSCS is a separate entity and should be able to establish its rules of order.

Replacement Plan: SSCS will employ an informal method of holding meetings, as determined by the board



president. When needed a modified version of Robert's Rules are employed.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own rules of order for holding meetings.*

District Policy: BEDF – Voting Method

Rationale: SSCS is a separate entity and should be able to establish its own policies and processes for voting.

Replacement Plan: *From 3.8 of the bylaws, at least a majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by the Act, the articles of incorporation or these bylaws. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Director may vote or act by proxy at any meeting of Directors.*

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for voting.*

District Policy: BEDG - Minutes

Rationale: SSCS is a separate entity and should be able to write its own policies for keeping and maintain minutes of board meetings.

Replacement Plan: *From Section 6.1 of the bylaws, [SSCS] shall keep as permanent records minutes of all meetings of the Board of Directors and members (if any), a record of all actions taken by the Board of Directors or members without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the corporation, and a record of all waivers of notices of meetings of the Board of Directors or any committee of the Board of Directors or members (if any). All such permanent records shall be maintained in accordance with the Colorado Open Meetings Law.*

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for keeping and maintain minutes of board meetings.*

District Policy: BEDH – Public Participation in Board Meetings

Rationale: SSCS is a separate entity and should be able to establish its own process for engaging the public in



its board meetings.

Replacement Plan: *SSCS will establish specific guidelines for public participation in board meetings. The president will facilitate the process for public comments. When members of the public attend the board meeting, and the president deems it necessary, she will invite the members of the public to participate in the meeting. The board then votes on the matter.*

Duration of the Waiver: *SSCS requests the waiver for the duration of its charter contract.*

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for engaging the public in board meetings.*

District Policy: BG – School Board Policy Process

Rationale: SSCS is a separate entity and should be able to establish its own method for policy creation and adoption.

Replacement Plan: *SSCS will establish committees for the purpose of policy creation. Committees will follow these steps: 1. Write outline of said policy; 2. Submit to board for review and discussion; 3. Write policy; 4. Review by the board and discussion; 5. Policy is review by legal counsel; 6. Policy is made public.*

Duration of the Waiver: *SSCS requests the waiver for the duration of its charter contract.*

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policy creation process.*

Section C: General School Administration

District Policy: CBA/CBC – Qualifications/Powers and Responsibilities Chief

Rationale: SSCS is a separate entity and should be able to establish its own job descriptions including qualifications, powers, and responsibilities of all school leaders.

Replacement Plan: SSCS will write job descriptions for its school leaders to include information on the nature of the position, essential duties and responsibilities, supervisory relationships, qualifications, and information on the unique aspects of Spacious Skies' academic program and school culture.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial or SSCS. SSCS must operate within its budget and any cost associated with SSCS's HR matters will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria for qualified school leaders

District Policy: CBB – Recruitment of Chief Officers

Rationale: SSCS is a separate entity and should be able to establish its own process for recruiting school leaders.

Replacement Plan: SSCS's recruitment process occurs in the following steps: *First*, we will identify the



mission-driven need of Spacious Skies. We will hold ourselves accountable to searching for candidates who have a commitment to our mission and our design principles. In all our conversations, printed material, and online posts we will articulate fully our desire to work with staff that share our vision for our school. *Next*, we will assemble a team that includes a combination of administrative and teaching staff to oversee our recruitment efforts. In our inaugural years, the recruitment team will consist of a board member, a parent volunteer, and a founding member. *Finally*, our recruitment team will implement outreach strategies that raise awareness about Spacious Skies and generate interest in leadership positions, casting a wide net. Our outreach strategies include:

- Information sessions at local colleges of education
- Securing partnerships with professional organizations
- Advertising through national and local non-profits
- Job Fairs
- Networking events with prospective candidates
- Advertising on social media outlets (Facebook, LinkedIn, Twitter).

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's recruitment strategy will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish processes for recruiting its school leaders.

District Policy: CBI-R – Evaluation of Chief Officers

Rationale: SSCS is a separate entity and should be able to establish its own process, timeline, and criteria for evaluating school leaders.

Replacement Plan: SSCS will write and implement its own processes and criteria for its school leaders. In our inaugural years, SSCS will have one school leader. The performance criteria for the school leader include strategic leadership, instructional leadership, organizational leadership, human resources leadership, leadership for culture and equity, community leadership, and measures of student learning.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's evaluation process will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by the evaluation and growth of the school leaders, and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own process and criteria for evaluating school leaders.

District Policy: CHCA – Handbook and Directives

Rationale: SSCS is a separate entity and should be able to establish its own process and criteria for the contents, and quality assurance and approval processes for its handbooks.

Replacement Plan: SSCS will determine the need and contents for its own policies. SSCS is currently writing handbooks for students, teachers, and parents. The contents of each handbook are determined by the audience and need, and each handbook will undergo a quality assurance process prior to publication. All handbooks will contain SSCS's mission, vision, and design principles.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.



Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's handbooks will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria and quality assurance process for all handbooks.

Section D: Fiscal Management

District Policy: DAA – Continuing Financial Stability

Rationale: SSCS is a separate entity and should be able to establish its own process for and criteria for financial stability.

Replacement Plan: SSCS will write and implement its own process for assessing and working toward financial stability. SSCS will establish this policy and other policies and practices that make up our financial handbook.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's fiscal management will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to write its own financial policies including process for assessing financial stability.

District Policy: DJ/DJA – Purchasing/Purchasing Authority

District Policy: DJB – Purchasing Procedure

District Policy: DJB-R – Purchasing Procedure

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for purchasing.

Replacement Plan: SSCS will establish its own purchasing and contracting policies, but will not create a special department for this due to the school's small size. Procurement and Contracting will be the responsibility of SSCS's Principal or Office Manager.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's purchasing will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and procedures for purchasing.

District Policy: DJE – Bidding Procedures

Rationale: SSCS is a separate entity and should be able to establish its own processes for bidding.

Replacement Plan: SSCS will write and implement its own policies and procedures for bidding in compliance with all state laws.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's bidding will be included in the budget.



How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and manage its own bidding process.

Section E: Support Services

District Policy: EF – School Nutrition Program

Rationale: SSCS is a separate entity and should be able to operate its own meals program.

Replacement Plan: SSCS is exploring options to offer lunch to students from an SFA such as Revolution Foods. We are researching the most cost-effective option, and would like the option to contract through D49 if that proves best for our students.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: TBD. SSCS has budgeted to participate in the federal program, but we understand that if we contract with D49 we cannot participate in federal meals programs and will reduce costs thusly.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to implement its own nutritional program, separate from the district.

Section I: Instruction

District Policy: ICA – School Year/School Calendar/Instruction Time

District Policy: ICA-R – School Year/School Calendar/Instruction Time

Rationale: SSCS is a separate entity and should be able to establish its own instructional calendar.

Replacement Plan: SSCS will write and implement its own school year calendar and instructional time. SSCS will follow D49's calendar as much as possible, but shall adjust as necessary to accommodate our unique educational model and to achieve our goals. **Duration of the Waiver:** SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with the calendar will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own calendar.

Section J: Students

District Policy: JFABD-R – Homeless Students

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for the education of its students experiencing homelessness.

Replacement Plan: SSCS, with guidance from its community partner Blackbird Outreach, will write and implement policies on enrollment, transportation, and support for students without shelter.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with homelessness will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school



performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies for working with students experiencing homelessness.

District Policy: JICA – Student Dress Code

Rationale: SSCS is a separate entity and should be able to establish its own dress code for students.

Replacement Plan: SSCS will write and implement its own dress code policy.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's student dress code policy will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own dress code policy.

District Policy: JK – Student Discipline

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for student discipline.

Replacement Plan: SSCS will write and implement its own policies and procedures in accordance with its philosophy, culture, and understanding of child development.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's student discipline policy will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish student discipline policies and procedures that support its unique identity and philosophy.

District Policy: JKBA – Disciplinary Removal from the Classroom

District Policy: JKBA-R – Disciplinary Removal from the Classroom

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for student removal from the classroom.

Replacement Plan: SSCS will write and implement its own policies and procedures for removing students from the classroom. Consideration for teacher teams in the policy is crucial for SSCS.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own policies and procedures for removal of students from the classroom.

Section K: School-Community-Home Relations

District Policy: KE – Stakeholder Concerns and Complaints

District Policy: KEA – Stakeholder Grievance Process

District Policy: KEA-E-1 – Stakeholder Grievance Process

District Policy: KEA-E-2 – Stakeholder Grievance Process

**District Policy: KEA-R – Stakeholder Grievance Process**

Rationale: SSCS is a separate entity and should be able to establish its own policy for dealing with concerns and complaints.

Replacement Plan: SSCS has created its own grievance policy and process, as appended in the charter application.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to write and implement its own grievance policy and process.

STATE WAIVERS**Spacious Skies Charter School**

Pursuant to the Colorado Charter Schools Act of 1993, SSCS has requested and received waivers from the following state statutes. Replacement policies are available for review by contacting SSCS.

Automatic Waivers:

1. 22-32-109(1)(f), C.R.S. - Local board duties concerning selection of staff and pay
2. 22-32-109(1)(t), C.R.S. - Determine educational program and prescribe textbooks
3. 22-32-110(1)(h), C.R.S. - Local board powers-Terminate employment of personnel
4. 22-32-110(1)(i), C.R.S. - Local board duties-Reimburse employees for expenses
5. 22-32-110(1)(j), C.R.S. - Local board powers-Procure life, health, or accident insurance
6. 22-32-110(1)(k), C.R.S. - Local board powers-Policies relating the in-service training and official conduct
7. 22-32-110(1)(ee), C.R.S. - Local board powers-Employ teachers' aides and other non-certificated personnel
8. 22-32-126, C.R.S. - Employment and authority of principals
9. 22-33-104(4), C.R.S. - Compulsory school attendance-Attendance policies and excused absences
10. 22-63-301, C.R.S. - Teacher Employment Act- Grounds for dismissal
11. 22-63-302, C.R.S. - Teacher Employment Act-Procedures for dismissal of teachers
12. 22-63-401, C.R.S. - Teacher Employment Act-Teachers subject to adopted salary schedule
13. 22-63-402, C.R.S. - Teacher Employment Act-Certificate required to pay teachers
14. 22-63-403, C.R.S. - Teacher Employment Act-Describes payment of salaries
15. 22-1-112, C.R.S. - School Year-National Holiday

Non-Automatic Waiver Requests:**C.R.S. § 22-9-106 – Local Board Duties Concerning Performance Evaluations**

Allows a charter to implement their own performance evaluations and not to have to report those evaluation ratings.

C.R.S. § 22-2-112(1)(q)(I) – Commissioner-Duties (reporting performance evaluation ratings)

Requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The SSCS Principal or designated head of SSCS must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of SSCS. The board of directors must also have the ability to perform the evaluation for the Principal or designated head of SSCS. Additionally, SSCS should not be



required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan: SSCS uses its own evaluation system as agreed to in the Charter School Agreement with District No. 49 and therefore should not be required to report their teacher evaluation data. SSCS's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for SSCS's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data is used to inform professional development decisions for each teacher and will be reviewed by SSCS and used to inform hiring practices and professional development.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waiver will have no financial impact upon District No. 49 or the SSCS budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the SSCS, the impact of this waiver will be measured by the same performance criteria and assessments that apply to SSCS, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, SSCS will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with SSCS's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar

School Calendar

C.R.S. § 22-32-109(1)(n)(II)(B) – Adopt District Calendar

Adoption of District Calendar

Rationale: The school year at SSCS will total approximately 173 days per year which exceeds the current requirement in state statute.¹ SSCS will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and SSCS will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and SSCS's daily schedule will be designed by SSCS and will meet or exceed the expectations in state statute

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to implement the necessary policies to increase student achievement.

¹ By statute, the minimum number of school days is 160. C.R.S. § 22-33-104(1)(b).



C.R.S. § 22-32-109(1)(n)(II)(A) – Determine Teacher-Pupil Contact Hours

Rationale: SSCS will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students, while not reducing the total contact hours to below the minimum required by state statute. The local board will not set these policies, and SSCS may specify teacher pupil contact hours that differ from other schools in District No. 49.

Replacement Plan: SSCS will prescribe the actual details of teacher-pupil contact hours instead of District No. 49 Board, in accordance with its final daily schedule and calendar. The total number of teacher-pupil hours will meet or exceed the days and contact hour requirements as set forth in state statute.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-63-201 – Teacher Employment Act

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

C.R.S. § 22-63-202 – Teacher Employment Act – Contracts in Writing, Damage Provision

Requires school boards to have a written employment contract with teachers, including a damage provision. Provides for temporary suspension of employment and cancellation of contract.

Rationale: SSCS should be granted the authority to hire teachers and principals that will support SSCS's goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as SSCS's chief executive officer. SSCS will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of SSCS will be employed on an at-will basis. All employees of SSCS will meet Federal Highly Qualified Requirements (*i.e.*, hold a degree and demonstrated subject-matter competency).

Replacement Plan: SSCS will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for SSCS to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of SSCS. SSCS will prioritize the hiring of in-field teachers as defined by the Colorado State Board, while retaining the ability to hire "out of field" teachers. SSCS recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience. All in-field teachers and administrators will at a minimum hold a bachelor's degree and demonstrate subject-matter competency by meeting at least one of the following guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in relevant subject area; (3) completing 36 semester credit hours in the subject matter in which he or she teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers and all special education employees will hold the requisite state license and endorsement. SSCS will be responsible for its own personnel matters and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.



Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-7-1014(2)(a) – School Readiness – Assessments

Requires each district to administer the school readiness assessment to each student.

Rationale: SSCS should have the authority to implement relevant curriculum and assessments that ensure students' success in higher learning. Using a project-based learning model, SSCS will offer its diverse student population real-world learning experiences that are both challenging and joyful, by constantly evaluating and assessing students' academic, intellectual dispositions, and physical well-being in order to ensure student success. The domains of physical well-being and motor development, social-emotional development, language and comprehension development, and cognition and general knowledge are assessed daily through the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan: SSCS has a full day Kindergarten program 8:00am-3:30pm, 173 school days utilizing the State Standards as well as project-based learning and other vetted curriculum.

1. Physical Well-being and Motor Development:

- 1.1** Students participate daily in a physical dance class or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year.
- 1.2** Art will be taught where a dedicated art instructor teaches each class 3-4 times per week for 45 minutes. Development of fine motor skills is achieved through drawing, painting and make objects. Students will be assessed on fine motor skills acquired throughout the year
- 1.3** Students utilize technology daily, learning keyboarding and how to manipulate the various functions of the computer. Students are assessed throughout the year.
- 1.4** 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.

1.2. Social-emotional development (based on State Standards)

- 1.1** Students are instructed in the positive behavior support system designed by SSCS. This includes classroom, cafeteria, recess and hallway expectations. Students are reward for the positive behavior they demonstrate.
- 1.2** Various classroom positive behavior techniques are implemented. These include red/yellow/green/purple clip stick, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior.
- 1.3** Students are taught social-emotional skills through our values, which are reflected upon daily. These values include (i) enduring reverence for children and childhood; (ii) steadfast respect for parents as educational partners; (iii) profound trust in teachers as professionals; and (iv) deep understanding of how children learn.
- 1.4** Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

1.3. Language and comprehension development (based on State Standards)

- 1.1** SSCS's reading program is a scientific, research-based approach. Much of a scholar's day is spent doing small guided reading groups, independent reading, online literacy work with Reading A-Z,



read-alouds, shared reading and writing. We regularly assess children on the STEP Literacy Assessment and use Jolly Phonics to teach phonics directly. From the earliest grades it is our scholars, not our teachers, who are the primary people wrestling with challenging questions derived from diverse texts and using sophisticated language to persuade others of their interpretations. Texts are purchased to ensure cultural responsiveness and allow ample opportunity for children to explore their interests, with lots of texts focused on environmental sustainability.

1. The STEP Literacy Assessment from the University of Chicago is administered at least 5 times per year to ensure literacy growth across all domains of reading development

2.4. Cognition and general knowledge (based on State Standards)

1. Using Cognitively Guided Instruction, we promote mastery of efficient mathematic algorithms; however, we do not scholars solving problems “the right way” just to get the right answer. Rather, we believe that children should first develop a confidence in problem-solving by using whichever strategies they can access and explain. We use daily discussion to highlight diverse strategies, so scholars understand connections and differences between various approaches. By articulating and defending their strategies through Socratic questioning, scholars also develop critical oral language and communication skills. Above all, we believe in putting the tough work of solving a problem and explaining one’s thinking onto the scholars, SSCS’s ultimate mathematicians.
2. Science – In addition to emphasis on literacy and math, scholars will receive specialized science instruction at least four times per week. Meaningful science education is rare in elementary schools, but we believe that a hands-on, experiment-based foundation in science dramatically increases critical thinking abilities. On our schedule, Science shows up as a “special,” meaning that it taught by a dedicated science teacher.
3. History and Geography – SSCS uses Colorado State and Core Knowledge content standards and integrate into literacy instruction, read-alouds, and writing. Core Knowledge is a specific, sequenced body of content standards. The idea is that many low-income students are held back by a lack of content knowledge in their literacy. We also integrate social studies into our art and dance classes by exploring history and different cultures through the arts.

Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas receives a Multi-Tiered System of Supports (MTSS)/Response to Intervention strategies in small groups or 1:1 instruction. MTSS/RtI plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments, and developmental checklists. This information is housed in an internet-based achievement management system. This program brings together achievement data from many sources, generates student and summary reports and allows for distribution to appropriate MTSS/RtI personnel.

If students do not respond with adequate growth following intervention, they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established by C.R.S. § 22-7-1014(2)(a).

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to SSCS, as set forth in this Charter School Agreement



Expected Outcome: As a result of these waivers, SSCS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-203 – Teacher Employment Act-Requirements for Probationary Teacher, Renewal & Nonrenewal

Provides for contract with probationary teachers and allows for non-renewal of employment contract.

Rationale: SSCS should be granted the authority to develop its own employment agreements and terms and conditions of employment. SSCS will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at SSCS. All employees of SSCS will be employed on an at-will basis.

Replacement Plan: SSCS has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206 – Teacher Employment Act – Transfer of Teachers

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: SSCS is granted the authority under the Charter School Agreement to select its own teachers. No other school or District No. 49 should not have the authority to transfer its teachers into SSCS or transfer teachers from SSCS to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: SSCS will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

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

Expected Outcome: SSCS expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

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

(delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

C.R.S. § 22-32-110(1)(y) – Local Board Powers-Accept Gifts, Donations, Grants



Rationale: SSCS will be operating independently from other schools in District No. 49 and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of SSCS will adopt policies and the principal or designated head of SSCS will prescribe rules and regulations. SSCS, rather than District No. 49, will be responsible for determining whether or not to accept gifts, donations, and grants. SSCS will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, SSCS, rather than District No. 49, is in the best position to know what goods and services are needed and which vendors and providers may be available. SSCS will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. SSCS will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact District No. 49. SSCS will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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

Expected Outcome: As a result of this waiver, SSCS will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.



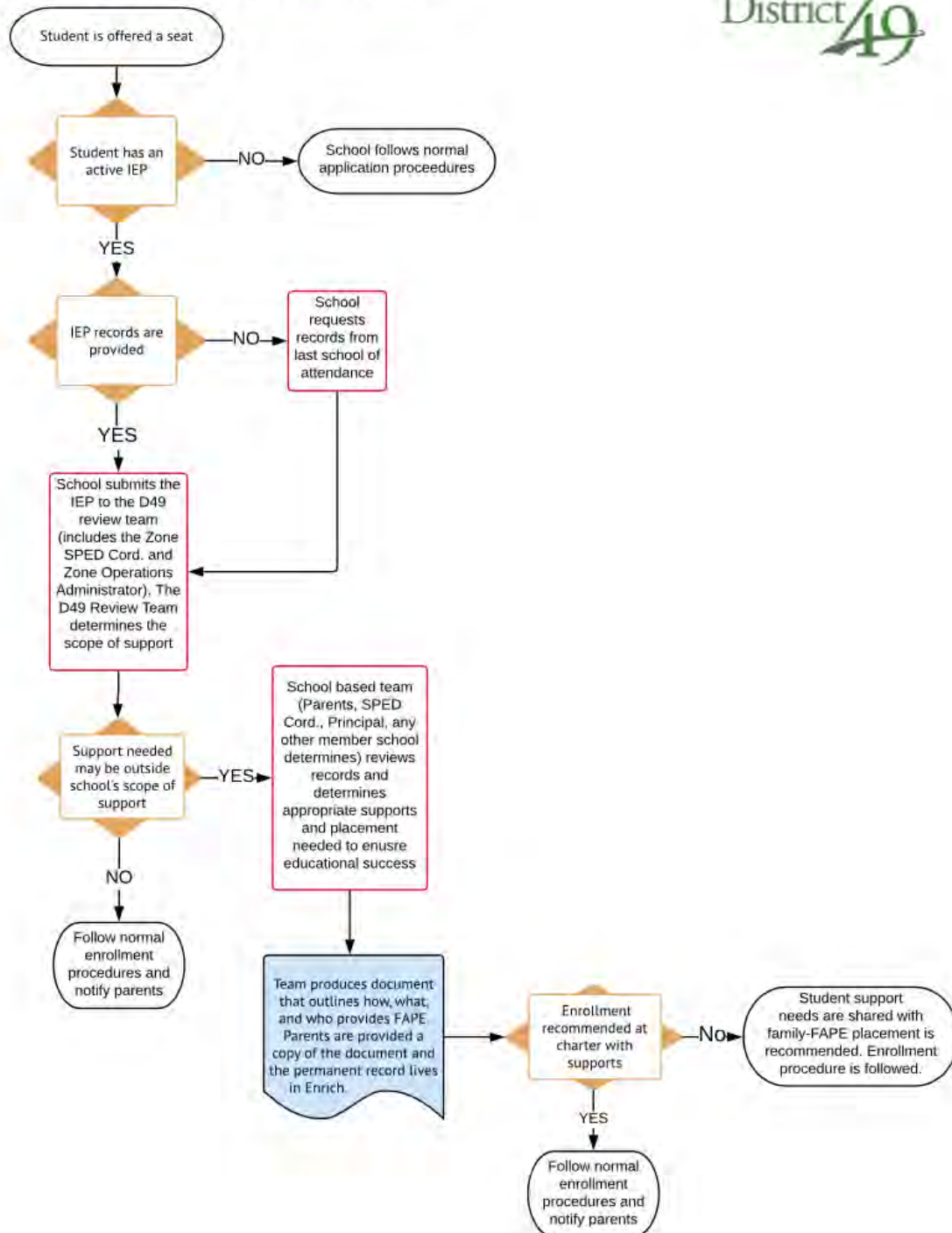
ATTACHMENT 7

Progress Monitoring Milestones

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ATTACHMENT 8

Enrollment Procedures for IConnect Zone





ATTACHMENT 9

Purchased Services

This document establishes an outline for purchased services for Chartered Schools within the umbrella of El Paso County Colorado School District 49. While some services are unique to certain Chartered Schools, Central Administration services, Bundles Central Services as well as Special Education are subject to all Chartered Schools.

Central Administration Services consist of personnel within the District that fall under specific program codes assigned by Colorado Department of Education, or CDE. The following are all eligible program codes:

- Program 2390 Other Support Services – General Administration
- Program 2321 Office of the Superintendent Services (Chief Officers)
- Program 2510 Business/Fiscal Services
- Program 2820 Communication Services
- Program 2823 Public Communication Services
- Program 2830 Staff Services (Human Resources)
- Program 2839 Other Staff Services (Cultural Services)
- Program 2890 Other Support Services – Central

Bundles Central Services can include, but not limited to, the following:

1. General and/or Specific Charter School Solution expenses
2. Board of Education oversight
3. Office of Principal Services (Zone leader)
4. Assessment Analysis
5. Wellness / Health Services
6. CTE
7. Learning Services / CTE / ELL / G/T
8. Central Registration

Special Education are Purchased Services that all Charters benefit from.

PowerSchool (PS) is an optional purchased service that relates to use of the District's Student Information System (SIS). Expenses are allocated among the Districts Operated Portfolio of Schools as well as Charters that choose to participate.

All District Purchased Services will be "trued" up for actual costs each year in June.



ATTACHMENT 10

Right to ~~Support~~ Endorse or ~~Not Support~~ Caution Contracts and/or Contract Amendments.

The District acknowledges the autonomy of the School to enter into contracts to meet the various needs of the School. The School acknowledges that the District must provide financial oversight of the School. The School agrees that all contracts, including, but not limited to contracts for educational services, business or charter management, employee or employee equivalents, professional services, products, equipment, or any other contract is subject to review by the District prior to being entered into by the School under the conditions stated herein.

A contract will automatically require review if any one of the following factors is present in the proposed language or terms of the contract:

- ◆ 1. The contract/contract amendment is for any educational or management services, including, but not limited to, assessments, curriculum, a charter management organization, software, or online educational services, and;
- ◆ 2. The contract/contract amendment is valued at an amount greater than 12.5% of the school's PPR; or
- ◆ 3. The contract/contract amendment represents a vendor whose aggregate payments would equal 12.5% or greater PPR in either the current year (projected) or the prior year; or
- ◆ 4. The contract has any potential for a conflict of interest; or
- ◆ 5. The contract has defined, implied, or potential multi-year term structures; or
- ◆ 6. The contract has pricing terms that are variable; specifically those based on school enrollment or school revenue, rather than a clear 'cost-for-service' pricing structure.

Prior to entering into contracts subject to automatic review, the School will provide a copy of the proposed contract, and any other relevant documents and information, to the Chief Business Officer (CBO) of the District as well as the District's Charter School Liaison (CSL). Together, the CBO and CSL, with District Legal Counsel (if deemed necessary, the cost of which shall be paid by the District), will review the contract based on the following criteria:



1. Whether or not the contract reflects the fair market value, within a 25% window, for the product(s) or service(s) being provided.
2. Whether or not any of the fees associated with the contract are unreasonable or excessive, as well as whether the contract services are complete valid and accurately stated for the needs of the School.
3. Whether or not any conflicts of interest have been properly identified, disclosed and/or managed throughout the contracting process, and whether or not any ongoing and/or potential future conflicts of interest will be adequately managed.
4. Whether or not the contract exposes the School or the District to any unreasonable risks or conflicts.
5. Whether or not the contract compromises the ability of the School's Board of Directors or officers to exercise their statutory, contractual, and fiduciary responsibilities to the School or the District.
6. Whether or not the contract and its requirements comply fully with all applicable state and federal laws and regulations, and District policies that have not been waived.
7. Whether or not the contract compromises the ability of the School to be independently audited.
8. Ensure clarity as to whether or not any equipment, materials, supplies or educational materials developed or purchased in connection with the contract will remain the property of the School, or remain with the vendor.
9. Whether or not the products or services being provided will be properly itemized and accounted for by the contracted party to the School.
10. Whether or not the term of the contract exceeds the length of time remaining on the School's charter contract and, if for more than one year in length, ensure the contract includes the necessary appropriation language and worded effectively.
11. Whether or not the contract improperly extends the faith and credit of the District.
12. Whether or not the contract would cause the autonomy of the School to be compromised by undue influence from the vendor.

The CBO and CSL will have 10 working days to review the contract from the date it is submitted and respond to the School in full. If the School does not receive a response from the District within 10 working days the contract shall be deemed ~~supported~~endorsed by the District. . After review of the contract the CBO and/or CSL may ~~support~~endorse the contract as written, offer recommendations for specific changes to the contract language and terms, recommend that the School look elsewhere for the needs expressed in the contract, and/or recommend that the contract be considered by the District's Board of Education at its next regular meeting for further guidance to the School and a determination to ~~support~~endorse or ~~not~~caution the contract.



If the contract is referred to the District BoE, the CBO/CSL's documentation to the District's Board of Education must include a statement of the reasons for ~~withholding support~~cautioning for the contract, as well as the School's reasons for asking that it be ~~supported~~endorsed. The School will be provided an opportunity to present its argument for why the contract should be ~~supported~~endorsed ~~to by~~ the District's Board of Education during the meeting before the vote to ~~support~~endorse or ~~not support~~caution the contract.

If the contract is not ~~supported~~endorsed by a majority vote, the Board will provide rationale to the School and provide the School an opportunity to submit a revised contract to the CBO and CSL, at which point the process described in this section will be completely reapplied.

If the School enters into or attempts to enter into any contracts covered by this provision without the ~~support~~appropriate review of the District described herein, the school will receive a notice of concern and be requested to complete a corrective action plan.



ATTACHMENT 11

Facility Plan



ATTACHMENT 1

RESOLUTION

Regarding Spacious Skies Charter School

The Board of Education is committed to Every Student by supporting the Spacious Skies Charter School as an avenue of serving student needs, promoting high academic expectations, and embracing a culture of innovation; and

The Board of Education is committed to providing a Portfolio of Schools – to include a charter school with the Spacious Skies Charter School educational and project based learning focus; and

The Board of Education is committed to being the Best District by supporting the diverse needs of students through innovation and specialized programming matched with an emphasis on career and character education; and

The Board of Education is committed to building strong Community partnerships with community agencies; and

The Board of Education is committed to building Trust by offering a quality charter opportunity, which will attract and retain students in D49;

THEREFORE:

We, the members of the board, resolve to support Spacious Skies Charter School as approved conditionally on July 11, 2019 for a projected school opening in the Fall of 2020. This application, submitted by the founding board of the Spacious Skies Charter School and endorsed by the iConnect Zone Superintendent, Chief Education Officer, Chief Operations Officer and Chief Business Officer, is approved with the following conditions and is subject to approval of the charter contract:

- Provide evidence of a suitable facility with a Letter of Intent to D49 by September 1, 2019. Include information regarding the financial partner, building square footage, estimated annual cost through the term of the agreement, a detail of any escalating costs, project timeline, and estimated completion date.
- Verify the school site meets all requirements of the State of Colorado, City of Colorado Springs, and/or El Paso County.
- Should SSCS apply for the Colorado Charter School Program (CSP) grant funds as indicated in the proposed budget:
 - Develop and implement a financial plan ensuring “up front” funds required for CSP grant eligibility.
 - Submit a comprehensive enrollment policy that aligns to CSP requirements (if the proposed enrollment policy is deemed to be out of compliance with CSP requirements).
- Identify and hire a school leader (Principal) no later than January 1, 2020.
- Secure Intent to Enroll forms needed to reach the sFTE required to balance the Year 1 budget. Demonstrate 75% of year 1 enrollment projection by January 1, 2020, 85% by March 1, 2020, and 100% by June 1, 2020.
- Engage with the iConnect Zone and D49 administration in developing pre-opening milestones.
- Meet all timelines and details of pre-opening milestones.



The Chief Education Officer, through his designees, the iConnect Zone Superintendent and Spacious Skies Charter School founding board or designee, will be responsible for continued implementation, oversight, monitoring, review, and accountability of the Spacious Skies Charter School plan.

ADOPTED AND APPROVED this 11th day of July, 2019.

Marie LaVere-Wright, Board President
School District 49

(SEAL)

ATTEST:

Dave Cruson, Board Secretary
School District 49



ATTACHMENT 2

Annual Charter School Checklist

Introduction

The purpose of this checklist is to verify that the charter school is in compliance with certain state and federal laws and regulations.

Curriculum and Instruction

Description		Reference
Instruction in federal & state history & government	<ul style="list-style-type: none">• Colorado history in 4th grade•	22-1-104*
Effect of use of alcohol and controlled substances	<ul style="list-style-type: none">•	22-1-110
Federal Constitution to be taught	<ul style="list-style-type: none">• Taught on or about Sept. 17th	22-1-108, 109
Sight and hearing tests	<ul style="list-style-type: none">• Evidence of testing	22-1-116
Policy for student possession & administration of prescription medication	<ul style="list-style-type: none">• Policy on file (administrator)	22-119.3
Asthma, food allergy, and anaphylaxis health management	<ul style="list-style-type: none">• Policy on file (administrator)	22-119.5
Comprehensive human sexuality education	<ul style="list-style-type: none">• Policy on file (admin or board)• Curriculum scope & sequence	22-1-128
Content standards	<ul style="list-style-type: none">• Alignment	22-7-407

* All statutory references in this document are Colorado Revised Statutes unless otherwise noted.

Governance, Records, and Charter Schools

Description		Reference
Colorado Open Meetings Act	<ul style="list-style-type: none">• Board meetings posted• Board adopts posting location each January•	24-6-401 et seq.
Colorado Open Records Act	<ul style="list-style-type: none">• CORA requests in compliance• Staff notified of law (emails)	24-72-201 et seq.
Family Educational Rights & Privacy Act of 1974	<ul style="list-style-type: none">• Policy on file (admin or board)	20 USC 1232(g)
Nonprofit Corporation Act	<ul style="list-style-type: none">• Corporation in good standing with SOS	7-121-101 et seq.

Safety and Discipline

Description		Reference
Safe School Plan	<ul style="list-style-type: none">• Plan on file at school & district	22-32-109.1 (2)
Grounds for suspension, expulsion, an denial of admission of students	<ul style="list-style-type: none">• Policy on file (admin or board)	22-33-106
Procedures for suspension, expulsion, and denial of admission of students	<ul style="list-style-type: none">• Policy on file (admin)	22-33-105
Child Protection Act of 1987	<ul style="list-style-type: none">•	19-3-301 et seq.
Background checks for employees	<ul style="list-style-type: none">• Evidence of compliance (perusal of personnel files)	22-1-121

Exceptional Students

Description		Reference
Discipline of students with disabilities	<ul style="list-style-type: none">• Policy on file	20 USC 1415(k)



		34 CFR 519-529
Exceptional Children's Educational Act	•	22-20-101 et seq.
§ 504 of the Rehabilitation Act of 1973	• Evidence of school child study team	29 USC 794
Individuals with Disabilities Education Act	• IEPs on file	42 USC 1401 et seq.
English Language Proficiency Act	•	22-24-101 et seq.

Finance

Description		Reference
Fees	<ul style="list-style-type: none"> • Board policy • Evidence of adoption of annual fee schedule 	22-32-110 (1)(o) & (p); 22-32-117
Allocation of funds to a capital reserve fund	<ul style="list-style-type: none"> • Evidence in budget 	22-54-105 (2)(b)
Expenditures from a capital reserve fund	<ul style="list-style-type: none"> • Evidence in budget • Evidence in board minutes 	22-45-103; 24-10-115, Art. 13 of Title 29
Allocation of funds for instructional supplies & materials	<ul style="list-style-type: none"> • Evidence in budget 	22-54-105 (I)
Financial Transparency Act	<ul style="list-style-type: none"> • Verification on website 	22-44-301 et seq.



ATTACHMENT 3

Board Certification Form

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

Background

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

Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ I/we do not know of any such persons.
☐ Yes
2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ I/we do not anticipate conducting any such business.
☐ Yes
3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
☐ Not applicable because the charter school does not contract with a management company or charter management organization.
☐ I/we do not know of any such persons.
☐ Yes



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

Other

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

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

Signature

Date



ATTACHMENT 4

ESP Guidelines

1. No provision of the ESP agreement shall interfere with the charter school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the charter school. No provision of the ESP agreement shall prohibit the charter school board from acting as an independent, self-governing public body, or allow decision to be made other than in compliance with the Open Meetings Act.
2. The ESP agreement shall contain specific performance measures for the provider, a process for periodic review of progress and a process to remedy below-satisfactory performance, including but not limited severing the agreement.
3. An ESP agreement shall not restrict the charter school board from waiving its governmental immunity or require a charter school board to assert, waive or not waive its governmental immunity.
4. No provision of an ESP agreement shall alter the charter school board's treasurer's legal obligation to direct that the deposit of all funds received by the charter school be placed in the charter school's account.
5. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the ESP for the fees or expenses associated with the charter school's operation provided that documentation for the fees and expenses are provided for charter school board ratification.
6. ESP agreements shall provide that the financial, educational and student records pertaining to the charter school are charter school property and that such records are subject to the provisions of the Colorado Open Records Act. All charter school records shall be physically or electronically available, upon request, at the charter school's physical facilities. Except as permitted under the charter contract and applicable law, no ESP agreement shall restrict the authorizer's access to the charter school's records.
7. ESP agreements must contain a provision that all finance and other records of the ESP related to the charter school will be made available to the charter school's independent auditor.
8. The ESP agreement must not permit the ESP to select and retain the independent auditor for the charter school.
9. If an ESP purchases equipment, materials and supplies on behalf of or as the agenda of the charter school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter school.
10. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the charter school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
11. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter school board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the charter school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the charter school; or (ii) were developed by the ESP at the direction of the charter school governing board with charter school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the charter school's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the charter school or that are not otherwise dedicated for



the specific purpose of developing charter school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the charter school are subject to state disclosure laws and the Open Records Act.

12. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the charter school. If the ESP leases employees to the charter school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the charter school or working on charter school operations. If the charter school is staffed through an employee leasing agreement, legal confirmation must be provided to the charter school board that the employment structure qualifies as employee leasing.
13. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the charter school board that is required according to the charter contract.
14. Marketing and development costs paid by or charged to the charter school shall be limited to those costs specific to the charter school program, and shall not include any costs for the marketing and development of the ESP.
15. The maximum term of an ESP agreement must not exceed five academic years.
16. If the charter school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not a part of or incorporated into the ESP agreement.



ATTACHMENT 5

Waiver Request Protocol

Requests for waiver of state law or rule and district policies are included as an attachment to the charter contract. Requests for waiver from state law or State Board of Education rules are sent to CDE within 10 days of finalizing a charter contract. If waivers are being requested in addition to those automatically waived upon request, then they must be put on a State Board agenda for approval. Requesting only those automatically approved is quicker because the Schools of Choice Unit only needs to process them before documentation designating approval is provided.

Requests for waivers from district policies are processed at the district level and are not sent to the state. The district has a list of district policies that are automatically waived for charter schools if they are requested. If additional waivers are being requested, they will be approved as a part of the contract approval process. The district Board of Education approves district policy waiver requests.

Requests for waivers include a Rationale and Replacement Plan (RRP). This is an explanation of how the charter school will operate with the waiver. This may include a board policy, administrative procedure, handbook or a description of a practice.

There are two types of waivers: substantive and delegatory. A substantive waiver means that the charter school is going to do something completely different. For example, a charter school uses at-will employees rather than recognizing tenure for teachers. A delegatory waiver means the charter school board, rather than the district Board of Education, will have responsibility for ensuring compliance with the statute. An example of this is the charter school board having authority to select textbooks and curricula.

There are differing opinions from legal counsel regarding which waivers a charter school needs to operate effectively. A charter contract for a K-8 school *explicitly* gives the governing board the right to operate a Kindergarten program and therefore, many believe the waiver for providing Kindergarten is not necessary. Charter school leaders should always consult their legal counsel when requesting waivers.

Charter schools may not waive any federal laws. Moreover, charter schools must still meet the intent of state laws and rules, from which it has been waived.

Process

1. Download the Waiver Request Form at:

http://www.cde.state.co.us/cdechart/download/WaiverReqForm_Final.pdf Fill out the form and get appropriate signatures. District signatures will be provided during the review/approval process.

2. Determine which waivers from state statute or rule the charter school will request and for each one provide a Rationale and Replacement Plan (RRP) (examples are on the CDE website). In the RRP, separate the waivers that are automatically approved and those that are in addition to the automatic waivers.

3. Create a separate list of the district policies the charter school wishes to waive from. For each, provide a Rationale and Replacement Plan. Again, keep separate the district policies that can be automatically approved. Note that a waiver from state statute or rule supersedes district policy and therefore the charter school may not want to waive district policy that is aligned with state law. An example of this is waiver from C.R.S. 22-32-109(1)(n) Determine Contact Hours and Adopt District Calendar allows the charter school governing board to set the school calendar, which means District Policy IC_ICA and IC_ICA-R School Year/School Calendar/Instruction Time are not needed.

4. Waiver requests are submitted with a new charter school application or a renewal application. They will be discussed as a part of charter contract negotiations. They will be made final when the district Board of Education approves the contract.

5. The district will submit the signed Waiver Request Form and corresponding RRP to CDE after the Board of Education has approved the contract. CDE will provide a letter documenting the approval of waivers after



reviewing and processing them. The length of time will vary depending upon if the waivers must go to the State Board or not. The district should receive a copy of this letter, also.

Automatically Approved District Policy Waivers

The following district policies will be automatically waived upon request.

- **Section G: Personnel.** The charter school is responsible for its own employees and employs personnel at-will making most of these policies unnecessary.
- **Section I: Instruction.** The charter school is approved in its charter contract to provide the educational program described in its initial charter school application or renewal application.

IA	IGA	IGD	IGF
IHA	IHA-R	IHAC	IHACA
IHAE	IHAK	IHAL	IHAL-R
IHAM	IHAMA	IHAMB	IHAMC
IHAM-R IHAMB-R IHAMC-R	IIB	IJ	IJ-R
IJ-E-1	IJ-E-2	IJJ	IJK
IJK-R	IJL	IJL-R	IJL-E
IK	IKA	IKAB	IKCA
IKE	IKF	IKFA	IKFB
IL	IMA	IMB	IMB-R
IMBB			

- **Section K: School-Community-Home Relations.** As a charter school, the leaders have their own communication with the community and families.

KB	KEC	KEC-E	KEF
KEF-R	KFA	KHC	KHC-R
KI	KLB	KLK	KLMA



ATTACHMENT 6

Waiver Requests – Spacious Skies Charter School

Starting July 1, 2020

Spacious Skies Charter School Requests the Following Non-automatic District Waivers:

Section A: Foundations and Basic Commitments

District Policy: AD – School District 49 Identity, Vision, Mission, and Philosophy

District Policy: AD -R – School District 49 Identity, Vision, Mission, and Philosophy: Operating the Cultural Compass

Rationale: SSCS is a separate entity and should be able to establish its own unique identity including its vision, mission, and design principles. SSCS's charter application describes the current vision, mission, and design principles that are infused in all aspects of school life.

Replacement Plan: SSCS will write and implement its own Vision, Mission, and Design Principles in accordance with the school's philosophy. The school's mission, vision, and design principles will be posted in the school and on several written documents including handbooks, agendas, and formal correspondence. As indicated in the charter application, all stakeholders (staff, students, parents, community) of SSCS will support the development of Spacious Skies' identity through our curriculum and traditions.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's identity will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish a vision, mission, and design principles that support its unique identity and philosophy.

District Policy: ADF & ADF-R – School Wellness & Policy and Guidelines

Rationale: SSCS is a separate entity and will define its own health education program and relevant guidelines.

Replacement Plan: SSCS will outline and implement a health education program aligned with Colorado Academic Standards and informed by the District's policy. In accordance with SSCS's whole child approach to education, integrating health education into the curriculum is crucial. Along with nutrition and physical activity lessons, SSCS's Active Education program will include teaching students about making healthy choices including those related to drugs, alcohol, and tobacco.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated. District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's wellness program will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by the performance criteria and assessments that apply to SSCS, as set forth in the charter application and the charter contract.



Expected Outcome: As a result of this waiver, SSCS expects to manage develop and implement its own health education program (including teaching about drugs, alcohol, and tobacco) in accordance to its whole-child philosophy.

Section B: School Board Governance and Operations

(NEW) District Policy: BAA – Board of Education Evaluation and Professional Development

Rationale: SSCS is a separate entity and will define its own process for the board's evaluation and professional development process

Replacement Plan: SSCS is committed to the professional growth of its board. To meet its obligation to SSCS' stakeholders, the Board must maintain an attitude of growth and development. New members of the Board will be required to complete CDE's "Online Charter School Governing Board Training Modules" the modules during their first year on the board. In addition to CDE's board modules, professional development will include full participation and reflection on the following required board activities:

- Regular board meetings
- School visits
- Colorado League of Charter School's Annual Conference
- Customized governance training
- Annual board retreat

SSCS' Board will conduct an annual self-evaluation to determine professional development needs beyond what is listed above. The Board evaluation will measure the following aspects of board work:

- Board operations
- Adherence to the school's vision, mission, and design principles
- Effectiveness of the Strategic Plan
- Policy development
- Effectiveness of meetings
- Understanding of and adherence to legal issues
- Accountability and accreditation
- Financial oversight
- Governance practice

A report of the board summarizing strengths and areas for growth will be made public.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by the progress made toward the board's goals for itself and the school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to hold itself accountable.

District Policy: BBBA – Board Member Qualifications

Rationale: SSCS is a separate entity and should be able to establish its own board member qualifications.



Replacement Plan: Per our bylaws: Each Director must be a natural person who is twenty-one years of age or older. Additional qualifications include: (a) an interest in children and their education; (b) enthusiasm for SSCS and conviction in its purpose; (c) willingness to give time and energy to SSCS; (d) special skills to address specific management and needs of SSCS; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent SSCS to the community. The Board of Directors may not include employees of SSCS (except substitute teachers) nor shall it include more than one Director who is immediate family to employees of SSCS, nor individuals who are married to one another or who live together in one household. Also, each Director must sign the Board Member Agreement before being permitted to serve on the Board of Directors.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria for its board members.

District Policy: BCA-E-1 – Code of Ethics for School Board Members

District Policy: BCA-E-2AD – Board Member Code of Ethics

Rationale: SSCS is a separate entity and should be able to establish its own code of ethics for school board members.

Replacement Plan: Informed by our bylaws and board agreement, SSCS board will develop and adopt a code of ethics that is aligned to SSCS's mission, vision, and design principles. The code of ethics will specify process to address board members for violating the code of ethics. The code of ethics is in development and will be complete by the beginning of the school year.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own board member code of ethics.

District Policy: BCB – Board Member Conflict of Interest

Rationale: SSCS is a separate entity and should be able to establish its own Conflict of Interest policies.

Replacement Plan: The SSCS Board has and will follow the Conflict of Interest provision in its bylaws Section 5.3, which defines a conflict of interest as arising when any "responsible person" or any "party related to a responsible person" has an "interest adverse to the corporation." A "responsible person" is any individual in a position to exercise substantial influence over the affairs of the corporation. A "party related to a responsible person" includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a Director, Director or officer, or has a financial interest. "An interest adverse to the corporation" includes any interest in any contract, transaction, or other financial relationship with the corporation, and any interest in an entity whose best interests may be impaired by the best interests of the corporation including, without limitation, an entity providing any goods or services to or receiving any goods or services from the corporation, an entity in which



the corporation has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of the corporation.

If a responsible person is aware that the corporation is about to enter into any transaction or make any decision involving a conflict of interest, (a “conflicting interest transaction”), such person shall:

(i) immediately inform those charged with approving the conflicting interest transaction on behalf of the corporation of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person’s knowledge that bear on the advisability of the corporation entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

SSCS may enter into a conflicting interest transaction provided either: (i) the material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or to a committee of the Board of Directors that authorizes, approves or ratifies the conflicting interest transaction, and the Board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors on the Board or committee, even though the disinterested Directors are less than a quorum; or (ii) the conflicting interest transaction is fair as to the corporation.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own Conflict of Interest policy.

District Policy: BDA – Board Organizational Meeting

District Policy: BDB – Board Officers

Rationale: SSCS is a separate entity and should be able to establish its own process and timeline for selecting officers as described in our bylaws.

Replacement Plan: SSCS has established its own process for selecting officers that includes a nomination process, discussion, and vote. From Section 4.6(a-d) of the bylaws, officers and their roles are as follows:

- President – The president serves as the supervisor of the other officers and presides over all meetings. It is the responsibility of the president to ensure that all resolutions are fulfilled.
- Vice-President – The vice-president assists the president and performs all duties as assigned by the president. The vice-president performs the president’s duties in the event of absence or inability to conduct the work. The vice-president conducts Board elections.
- Secretary – The secretary keeps the minutes of proceeding of the Board of Directors, ensures notices are posted in compliance with the law, is the custodian of all corporate records, and performs other duties as assigned by the Board.
- Treasurer – The treasurer oversees the care of all funds, monitors compliance with finance regulations, and reports on the state of the school’s finances.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation



of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own process for electing board officers.

District Policy: BE – School Board Meetings

Rationale: SSCS is a separate entity and pursuant to statutory authority and in accordance with state law, should be able to establish its own criteria for board member meetings.

Replacement Plan: Special meetings: from Section 3.5 of the bylaws, special meetings of the Board of Directors may be called by or at the request of the president. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place within El Paso County, Colorado, for holding any special meeting of the Board called by them.

Regular meetings: The SSCS Board holds monthly meetings, open to the public. The minimum requirement in the bylaws is six. From Section 3.4 of the bylaws: “At least six meetings, including a regular annual meeting of the Board of Directors shall be held determined by the Board, for the purpose of electing Directors and officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide by resolution the time and place within El Paso County, Colorado, for the holding of additional regular meetings.”

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for holding meetings.

District Policy: BEAA – Electronic Participation in School Board Meetings

Rationale: SSCS is a separate entity and should be able to establish its own policy for electronic participation in a school board meeting.

Replacement Plan: From Section 3.13 of the bylaws, Meetings by Electronic Communication, *members of the Board of Directors or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.*

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS’s governance processes will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and processes for electronic participation in board meetings.

District Policy: BEDA – Notification of Board Meetings

Rationale: SSCS is a separate entity and should be able to, in accordance of law, establish its own policies for notification of board meetings.

Replacement Plan: From Section 3.6a-b, Notice of Meetings, the corporation shall provide notice of all meetings in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq.* Public notice of the



annual meeting shall be posted at the Spacious Skies Charter School campus and/or website no less than 24 hours prior to the holding of the meeting. Requirements. In addition to the notice provisions of the Colorado Open Meetings Law, notice of any special meeting of the Board of Directors stating the date, time and place of the meeting shall be given to each Director at such Director's business or residential address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wire or wireless communication (and the method of notice need not be the same as to each Director). Written notice, if in a comprehensible form, is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; and (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice is effective when communicated in a comprehensible manner. If transmitted by facsimile, electronic transmission or other form of wire or wireless communication, notice shall be deemed to be given when the transmission is complete. Waiver of Notice. A Director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 3.6(b), the waiver shall be in writing and signed by the Director entitled to the notice. Such waiver shall be delivered to the corporation for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless: (i) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the Director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for notification of meetings.*

District Policy: BEBD – Agenda

Rationale: SSCS is a separate entity and should be able to establish its own process for creating the agenda.

Replacement Plan: The school principal and president of the board shall collaborate to write the board agenda.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own processes for creating the board agenda.*

District Policy: BEDD – Rules of Order

Rationale: SSCS is a separate entity and should be able to establish its rules of order.

Replacement Plan: SSCS will employ an informal method of holding meetings, as determined by the board



president. When needed a modified version of Robert's Rules are employed.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own rules of order for holding meetings.*

District Policy: BEDF – Voting Method

Rationale: SSCS is a separate entity and should be able to establish its own policies and processes for voting.

Replacement Plan: *From 3.8 of the bylaws, at least a majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by the Act, the articles of incorporation or these bylaws. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Director may vote or act by proxy at any meeting of Directors.*

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for voting.*

District Policy: BEDG - Minutes

Rationale: SSCS is a separate entity and should be able to write its own policies for keeping and maintain minutes of board meetings.

Replacement Plan: *From Section 6.1 of the bylaws, [SSCS] shall keep as permanent records minutes of all meetings of the Board of Directors and members (if any), a record of all actions taken by the Board of Directors or members without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the corporation, and a record of all waivers of notices of meetings of the Board of Directors or any committee of the Board of Directors or members (if any). All such permanent records shall be maintained in accordance with the Colorado Open Meetings Law.*

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for keeping and maintain minutes of board meetings.*

District Policy: BEDH – Public Participation in Board Meetings

Rationale: SSCS is a separate entity and should be able to establish its own process for engaging the public in



its board meetings.

Replacement Plan: *SSCS will establish specific guidelines for public participation in board meetings. The president will facilitate the process for public comments. When members of the public attend the board meeting, and the president deems it necessary, she will invite the members of the public to participate in the meeting. The board then votes on the matter.*

Duration of the Waiver: *SSCS requests the waiver for the duration of its charter contract.*

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policies and processes for engaging the public in board meetings.*

District Policy: BG – School Board Policy Process

Rationale: SSCS is a separate entity and should be able to establish its own method for policy creation and adoption.

Replacement Plan: *SSCS will establish committees for the purpose of policy creation. Committees will follow these steps: 1. Write outline of said policy; 2. Submit to board for review and discussion; 3. Write policy; 4. Review by the board and discussion; 5. Policy is review by legal counsel; 6. Policy is made public.*

Duration of the Waiver: *SSCS requests the waiver for the duration of its charter contract.*

Financial Impact: *No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's governance processes will be included in the budget.*

How the Impact of the Waiver will be evaluated: *The impact of the waiver will be measured by evaluation of board effectiveness and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.*

Expected Outcome: *As a result of the waiver, the school will be able to establish its own policy creation process.*

Section C: General School Administration

District Policy: CBA/CBC – Qualifications/Powers and Responsibilities Chief

Rationale: SSCS is a separate entity and should be able to establish its own job descriptions including qualifications, powers, and responsibilities of all school leaders.

Replacement Plan: SSCS will write job descriptions for its school leaders to include information on the nature of the position, essential duties and responsibilities, supervisory relationships, qualifications, and information on the unique aspects of Spacious Skies' academic program and school culture.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial or SSCS. SSCS must operate within its budget and any cost associated with SSCS's HR matters will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria for qualified school leaders

District Policy: CBB – Recruitment of Chief Officers

Rationale: SSCS is a separate entity and should be able to establish its own process for recruiting school leaders.

Replacement Plan: SSCS's recruitment process occurs in the following steps: *First*, we will identify the



mission-driven need of Spacious Skies. We will hold ourselves accountable to searching for candidates who have a commitment to our mission and our design principles. In all our conversations, printed material, and online posts we will articulate fully our desire to work with staff that share our vision for our school. *Next*, we will assemble a team that includes a combination of administrative and teaching staff to oversee our recruitment efforts. In our inaugural years, the recruitment team will consist of a board member, a parent volunteer, and a founding member. *Finally*, our recruitment team will implement outreach strategies that raise awareness about Spacious Skies and generate interest in leadership positions, casting a wide net. Our outreach strategies include:

- Information sessions at local colleges of education
- Securing partnerships with professional organizations
- Advertising through national and local non-profits
- Job Fairs
- Networking events with prospective candidates
- Advertising on social media outlets (Facebook, LinkedIn, Twitter).

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's recruitment strategy will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish processes for recruiting its school leaders.

District Policy: CBI-R – Evaluation of Chief Officers

Rationale: SSCS is a separate entity and should be able to establish its own process, timeline, and criteria for evaluating school leaders.

Replacement Plan: SSCS will write and implement its own processes and criteria for its school leaders. In our inaugural years, SSCS will have one school leader. The performance criteria for the school leader include strategic leadership, instructional leadership, organizational leadership, human resources leadership, leadership for culture and equity, community leadership, and measures of student learning.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's evaluation process will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by the evaluation and growth of the school leaders, and school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own process and criteria for evaluating school leaders.

District Policy: CHCA – Handbook and Directives

Rationale: SSCS is a separate entity and should be able to establish its own process and criteria for the contents, and quality assurance and approval processes for its handbooks.

Replacement Plan: SSCS will determine the need and contents for its own policies. SSCS is currently writing handbooks for students, teachers, and parents. The contents of each handbook are determined by the audience and need, and each handbook will undergo a quality assurance process prior to publication. All handbooks will contain SSCS's mission, vision, and design principles.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.



Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's handbooks will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own criteria and quality assurance process for all handbooks.

Section D: Fiscal Management

District Policy: DAA – Continuing Financial Stability

Rationale: SSCS is a separate entity and should be able to establish its own process for and criteria for financial stability.

Replacement Plan: SSCS will write and implement its own process for assessing and working toward financial stability. SSCS will establish this policy and other policies and practices that make up our financial handbook.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's fiscal management will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to write its own financial policies including process for assessing financial stability.

District Policy: DJ/DJA – Purchasing/Purchasing Authority

District Policy: DJB – Purchasing Procedure

District Policy: DJB-R – Purchasing Procedure

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for purchasing.

Replacement Plan: SSCS will establish its own purchasing and contracting policies, but will not create a special department for this due to the school's small size. Procurement and Contracting will be the responsibility of SSCS's Principal or Office Manager.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's purchasing will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies and procedures for purchasing.

District Policy: DJE – Bidding Procedures

Rationale: SSCS is a separate entity and should be able to establish its own processes for bidding.

Replacement Plan: SSCS will write and implement its own policies and procedures for bidding in compliance with all state laws.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's bidding will be included in the budget.



How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and manage its own bidding process.

Section E: Support Services

District Policy: EF – School Nutrition Program

Rationale: SSCS is a separate entity and should be able to operate its own meals program.

Replacement Plan: SSCS is exploring options to offer lunch to students from an SFA such as Revolution Foods. We are researching the most cost-effective option, and would like the option to contract through D49 if that proves best for our students.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: TBD. SSCS has budgeted to participate in the federal program, but we understand that if we contract with D49 we cannot participate in federal meals programs and will reduce costs thusly.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to implement its own nutritional program, separate from the district.

Section I: Instruction

District Policy: ICA – School Year/School Calendar/Instruction Time

District Policy: ICA-R – School Year/School Calendar/Instruction Time

Rationale: SSCS is a separate entity and should be able to establish its own instructional calendar.

Replacement Plan: SSCS will write and implement its own school year calendar and instructional time. SSCS will follow D49's calendar as much as possible, but shall adjust as necessary to accommodate our unique educational model and to achieve our goals. **Duration of the Waiver:** SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with the calendar will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own calendar.

Section J: Students

District Policy: JFABD-R – Homeless Students

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for the education of its students experiencing homelessness.

Replacement Plan: SSCS, with guidance from its community partner Blackbird Outreach, will write and implement policies on enrollment, transportation, and support for students without shelter.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with homelessness will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school



performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own policies for working with students experiencing homelessness.

District Policy: JICA – Student Dress Code

Rationale: SSCS is a separate entity and should be able to establish its own dress code for students.

Replacement Plan: SSCS will write and implement its own dress code policy.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's student dress code policy will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish its own dress code policy.

District Policy: JK – Student Discipline

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for student discipline.

Replacement Plan: SSCS will write and implement its own policies and procedures in accordance with its philosophy, culture, and understanding of child development.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS. SSCS must operate within its budget and any cost associated with SSCS's student discipline policy will be included in the budget.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish student discipline policies and procedures that support its unique identity and philosophy.

District Policy: JKBA – Disciplinary Removal from the Classroom

District Policy: JKBA-R – Disciplinary Removal from the Classroom

Rationale: SSCS is a separate entity and should be able to establish its own policies and procedures for student removal from the classroom.

Replacement Plan: SSCS will write and implement its own policies and procedures for removing students from the classroom. Consideration for teacher teams in the policy is crucial for SSCS.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to establish and implement its own policies and procedures for removal of students from the classroom.

Section K: School-Community-Home Relations

District Policy: KE – Stakeholder Concerns and Complaints

District Policy: KEA – Stakeholder Grievance Process

District Policy: KEA-E-1 – Stakeholder Grievance Process

District Policy: KEA-E-2 – Stakeholder Grievance Process

**District Policy: KEA-R – Stakeholder Grievance Process**

Rationale: SSCS is a separate entity and should be able to establish its own policy for dealing with concerns and complaints.

Replacement Plan: SSCS has created its own grievance policy and process, as appended in the charter application.

Duration of the Waiver: SSCS requests the waiver for the duration of its charter contract.

Financial Impact: No significant impact on the budget of the school is anticipated for District 49 or SSCS.

How the Impact of the Waiver will be evaluated: The impact of the waiver will be measured by school performance criteria that apply to SSCS, as set forth in the charter application and the charter contract.

Expected Outcome: As a result of the waiver, the school will be able to write and implement its own grievance policy and process.

STATE WAIVERS**Spacious Skies Charter School**

Pursuant to the Colorado Charter Schools Act of 1993, SSCS has requested and received waivers from the following state statutes. Replacement policies are available for review by contacting SSCS.

Automatic Waivers:

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

Non-Automatic Waiver Requests:**C.R.S. § 22-9-106 – Local Board Duties Concerning Performance Evaluations**

Allows a charter to implement their own performance evaluations and not to have to report those evaluation ratings.

C.R.S. § 22-2-112(1)(q)(I) – Commissioner-Duties (reporting performance evaluation ratings)

Requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The SSCS Principal or designated head of SSCS must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the head of SSCS. The board of directors must also have the ability to perform the evaluation for the Principal or designated head of SSCS. Additionally, SSCS should not be



required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).

Replacement Plan: SSCS uses its own evaluation system as agreed to in the Charter School Agreement with District No. 49 and therefore should not be required to report their teacher evaluation data. SSCS's evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for SSCS's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data is used to inform professional development decisions for each teacher and will be reviewed by SSCS and used to inform hiring practices and professional development.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waiver will have no financial impact upon District No. 49 or the SSCS budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the SSCS, the impact of this waiver will be measured by the same performance criteria and assessments that apply to SSCS, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, SSCS will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with SSCS's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar

School Calendar

C.R.S. § 22-32-109(1)(n)(II)(B) – Adopt District Calendar

Adoption of District Calendar

Rationale: The school year at SSCS will total approximately 173 days per year which exceeds the current requirement in state statute.¹ SSCS will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and SSCS will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and SSCS's daily schedule will be designed by SSCS and will meet or exceed the expectations in state statute

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to implement the necessary policies to increase student achievement.

¹ By statute, the minimum number of school days is 160. C.R.S. § 22-33-104(1)(b).



C.R.S. § 22-32-109(1)(n)(II)(A) – Determine Teacher-Pupil Contact Hours

Rationale: SSCS will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students, while not reducing the total contact hours to below the minimum required by state statute. The local board will not set these policies, and SSCS may specify teacher pupil contact hours that differ from other schools in District No. 49.

Replacement Plan: SSCS will prescribe the actual details of teacher-pupil contact hours instead of District No. 49 Board, in accordance with its final daily schedule and calendar. The total number of teacher-pupil hours will meet or exceed the days and contact hour requirements as set forth in state statute.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-63-201 – Teacher Employment Act

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

C.R.S. § 22-63-202 – Teacher Employment Act – Contracts in Writing, Damage Provision

Requires school boards to have a written employment contract with teachers, including a damage provision. Provides for temporary suspension of employment and cancellation of contract.

Rationale: SSCS should be granted the authority to hire teachers and principals that will support SSCS's goals and objectives. The principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as SSCS's chief executive officer. SSCS will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of SSCS will be employed on an at-will basis. All employees of SSCS will meet Federal Highly Qualified Requirements (*i.e.*, hold a degree and demonstrated subject-matter competency).

Replacement Plan: SSCS will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for SSCS to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of SSCS. SSCS will prioritize the hiring of in-field teachers as defined by the Colorado State Board, while retaining the ability to hire "out of field" teachers. SSCS recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience. All in-field teachers and administrators will at a minimum hold a bachelor's degree and demonstrate subject-matter competency by meeting at least one of the following guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in relevant subject area; (3) completing 36 semester credit hours in the subject matter in which he or she teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers and all special education employees will hold the requisite state license and endorsement. SSCS will be responsible for its own personnel matters and will develop its own employment contracts and terms and conditions of employment consistent with such contracts.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.



Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per the Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-7-1014(2)(a) – School Readiness – Assessments

Requires each district to administer the school readiness assessment to each student.

Rationale: SSCS should have the authority to implement relevant curriculum and assessments that ensure students' success in higher learning. Using a project-based learning model, SSCS will offer its diverse student population real-world learning experiences that are both challenging and joyful, by constantly evaluating and assessing students' academic, intellectual dispositions, and physical well-being in order to ensure student success. The domains of physical well-being and motor development, social-emotional development, language and comprehension development, and cognition and general knowledge are assessed daily through the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan: SSCS has a full day Kindergarten program 8:00am-3:30pm, 173 school days utilizing the State Standards as well as project-based learning and other vetted curriculum.

1. Physical Well-being and Motor Development:

- Students participate daily in a physical dance class or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year.
- Art will be taught where a dedicated art instructor teaches each class 3-4 times per week for 45 minutes. Development of fine motor skills is achieved through drawing, painting and make objects. Students will be assessed on fine motor skills acquired throughout the year
- Students utilize technology daily, learning keyboarding and how to manipulate the various functions of the computer. 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.

2. Social-emotional development (based on State Standards)

- Students are instructed in the positive behavior support system designed by SSCS. This includes classroom, cafeteria, recess and hallway expectations. Students are reward for the positive behavior they demonstrate.
- Various classroom positive behavior techniques are implemented. These include red/yellow/green/purple clip stick, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior.
- Students are taught social-emotional skills through our values, which are reflected upon daily. These values include (i) enduring reverence for children and childhood; (ii) steadfast respect for parents as educational partners; (iii) profound trust in teachers as professionals; and (iv) deep understanding of how children learn.
- Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

3. Language and comprehension development (based on State Standards)

- SSCS's reading program is a scientific, research-based approach. Much of a scholar's day is spent doing small guided reading groups, independent reading, online literacy work with Reading A-Z,



read-alouds, shared reading and writing. We regularly assess children on the STEP Literacy Assessment and use Jolly Phonics to teach phonics directly. From the earliest grades it is our scholars, not our teachers, who are the primary people wrestling with challenging questions derived from diverse texts and using sophisticated language to persuade others of their interpretations. Texts are purchased to ensure cultural responsiveness and allow ample opportunity for children to explore their interests, with lots of texts focused on environmental sustainability.

- The STEP Literacy Assessment from the University of Chicago is administered at least 5 times per year to ensure literacy growth across all domains of reading development

4. Cognition and general knowledge (based on State Standards)

- Using Cognitively Guided Instruction, we promote mastery of efficient mathematic algorithms; however, we do not scholars solving problems “the right way” just to get the right answer. Rather, we believe that children should first develop a confidence in problem-solving by using whichever strategies they can access and explain. We use daily discussion to highlight diverse strategies, so scholars understand connections and differences between various approaches. By articulating and defending their strategies through Socratic questioning, scholars also develop critical oral language and communication skills. Above all, we believe in putting the tough work of solving a problem and explaining one’s thinking onto the scholars, SSCS’s ultimate mathematicians.
- Science – In addition to emphasis on literacy and math, scholars will receive specialized science instruction at least four times per week. Meaningful science education is rare in elementary schools, but we believe that a hands-on, experiment-based foundation in science dramatically increases critical thinking abilities. On our schedule, Science shows up as a “special,” meaning that it taught by a dedicated science teacher.
- History and Geography – SSCS uses Colorado State and Core Knowledge content standards and integrate into literacy instruction, read-alouds, and writing. Core Knowledge is a specific, sequenced body of content standards. The idea is that many low-income students are held back by a lack of content knowledge in their literacy. We also integrate social studies into our art and dance classes by exploring history and different cultures through the arts.

Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas receives a Multi-Tiered System of Supports (MTSS)/Response to Intervention strategies in small groups or 1:1 instruction. MTSS/RtI plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments, and developmental checklists. This information is housed in an internet-based achievement management system. This program brings together achievement data from many sources, generates student and summary reports and allows for distribution to appropriate MTSS/RtI personnel.

If students do not respond with adequate growth following intervention, they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment.

Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established by C.R.S. § 22-7-1014(2)(a).

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to SSCS, as set forth in this Charter School Agreement



Expected Outcome: As a result of these waivers, SSCS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-203 – Teacher Employment Act-Requirements for Probationary Teacher, Renewal & Nonrenewal

Provides for contract with probationary teachers and allows for non-renewal of employment contract.

Rationale: SSCS should be granted the authority to develop its own employment agreements and terms and conditions of employment. SSCS will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at SSCS. All employees of SSCS will be employed on an at-will basis.

Replacement Plan: SSCS has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

How the Impact of the Waivers will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to SSCS, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, SSCS will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206 – Teacher Employment Act – Transfer of Teachers

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: SSCS is granted the authority under the Charter School Agreement to select its own teachers. No other school or District No. 49 should not have the authority to transfer its teachers into SSCS or transfer teachers from SSCS to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: SSCS will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact on District No. 49 or SSCS.

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

Expected Outcome: SSCS expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

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

(delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

C.R.S. § 22-32-110(1)(y) – Local Board Powers-Accept Gifts, Donations, Grants



Rationale: SSCS will be operating independently from other schools in District No. 49 and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of SSCS will adopt policies and the principal or designated head of SSCS will prescribe rules and regulations. SSCS, rather than District No. 49, will be responsible for determining whether or not to accept gifts, donations, and grants. SSCS will ensure the process is an open process in compliance with all applicable rules and regulations.

Additionally, SSCS, rather than District No. 49, is in the best position to know what goods and services are needed and which vendors and providers may be available. SSCS will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. SSCS will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

Duration of the Waivers: SSCS requests that the waiver be for the duration of its contract with School District No. 49. Therefore, the waiver is requested for five academic operating years, through June 30, 2025.

Financial Impact: SSCS anticipates that the requested waivers will have no financial impact District No. 49. SSCS will be able to adopt policies and prescribe rules and regulations consistent with its budget.

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

Expected Outcome: As a result of this waiver, SSCS will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.



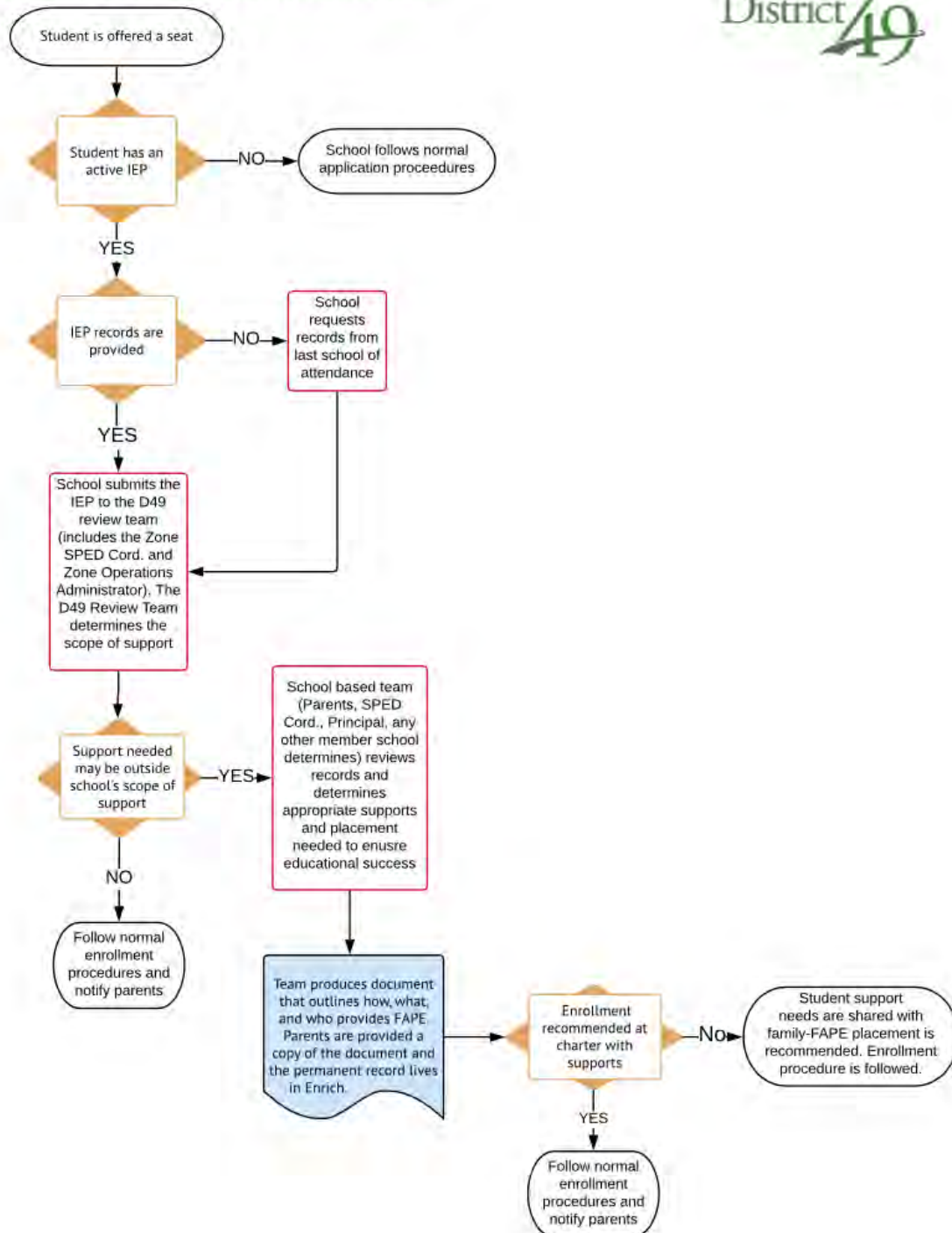
ATTACHMENT 7

Progress Monitoring Milestones

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ATTACHMENT 8

Enrollment Procedures for IConnect Zone





ATTACHMENT 9

Purchased Services

This document establishes an outline for purchased services for Chartered Schools within the umbrella of El Paso County Colorado School District 49. While some services are unique to certain Chartered Schools, Central Administration services, Bundles Central Services as well as Special Education are subject to all Chartered Schools.

Central Administration Services consist of personnel within the District that fall under specific program codes assigned by Colorado Department of Education, or CDE. The following are all eligible program codes:

- Program 2390 Other Support Services – General Administration
- Program 2321 Office of the Superintendent Services (Chief Officers)
- Program 2510 Business/Fiscal Services
- Program 2820 Communication Services
- Program 2823 Public Communication Services
- Program 2830 Staff Services (Human Resources)
- Program 2839 Other Staff Services (Cultural Services)
- Program 2890 Other Support Services – Central

Bundles Central Services can include, but not limited to, the following:

- General and/or Specific Charter School Solution expenses
- Board of Education oversight
- Office of Principal Services (Zone leader)
- Assessment Analysis
- Wellness / Health Services
- CTE
- Learning Services / CTE / ELL / G/T
- Central Registration

Special Education are Purchased Services that all Charters benefit from.

PowerSchool (PS) is an optional purchased service that relates to use of the District's Student Information System (SIS). Expenses are allocated among the Districts Operated Portfolio of Schools as well as Charters that choose to participate.

All District Purchased Services will be "trued" up for actual costs each year in June.



ATTACHMENT 10

Right to Endorse or Caution Contracts and/or Contract Amendments.

The District acknowledges the autonomy of the School to enter into contracts to meet the various needs of the School. The School acknowledges that the District must provide financial oversight of the School. The School agrees that all contracts, including, but not limited to contracts for educational services, business or charter management, employee or employee equivalents, professional services, products, equipment, or any other contract is subject to review by the District prior to being entered into by the School under the conditions stated herein.

A contract will automatically require review if any one of the following factors is present in the proposed language or terms of the contract:

1. The contract/contract amendment is for any educational or management services, including, but not limited to, assessments, curriculum, a charter management organization, software, or online educational services, and;
2. The contract/contract amendment is valued at an amount greater than 12.5% of the school's PPR; or
3. The contract/contract amendment represents a vendor whose aggregate payments would equal 12.5% or greater PPR in either the current year (projected) or the prior year; or
4. The contract has any potential for a conflict of interest; or
5. The contract has defined, implied, or potential multi-year term structures; or
6. The contract has pricing terms that are variable; specifically those based on school enrollment or school revenue, rather than a clear 'cost-for-service' pricing structure.

Prior to entering into contracts subject to automatic review, the School will provide a copy of the proposed contract, and any other relevant documents and information, to the Chief Business Officer (CBO) of the District as well as the District's Charter School Liaison (CSL). Together, the CBO and CSL, with District Legal Counsel (if deemed necessary, the cost of which shall be paid by the District), will review the contract based on the following criteria:



1. Whether or not the contract reflects the fair market value, within a 25% window, for the product(s) or service(s) being provided.
2. Whether or not any of the fees associated with the contract are unreasonable or excessive, as well as whether the contract services are complete valid and accurately stated for the needs of the School.
3. Whether or not any conflicts of interest have been properly identified, disclosed and/or managed throughout the contracting process, and whether or not any ongoing and/or potential future conflicts of interest will be adequately managed.
4. Whether or not the contract exposes the School or the District to any unreasonable risks or conflicts.
5. Whether or not the contract compromises the ability of the School's Board of Directors or officers to exercise their statutory, contractual, and fiduciary responsibilities to the School or the District.
6. Whether or not the contract and its requirements comply fully with all applicable state and federal laws and regulations, and District policies that have not been waived.
7. Whether or not the contract compromises the ability of the School to be independently audited.
8. Ensure clarity as to whether or not any equipment, materials, supplies or educational materials developed or purchased in connection with the contract will remain the property of the School, or remain with the vendor.
9. Whether or not the products or services being provided will be properly itemized and accounted for by the contracted party to the School.
10. Whether or not the term of the contract exceeds the length of time remaining on the School's charter contract and, if for more than one year in length, ensure the contract includes the necessary appropriation language and worded effectively.
11. Whether or not the contract improperly extends the faith and credit of the District.
12. Whether or not the contract would cause the autonomy of the School to be compromised by undue influence from the vendor.

The CBO and CSL will have 10 working days to review the contract from the date it is submitted and respond to the School in full. If the School does not receive a response from the District within 10 working days the contract shall be deemed endorsed by the District. . After review of the contract the CBO and/or CSL may endorse the contract as written, offer recommendations for specific changes to the contract language and terms, recommend that the School look elsewhere for the needs expressed in the contract, and/or recommend that the contract be considered by the District's Board of Education at its next regular meeting for further guidance to the School and a determination to endorse or caution the contract.



If the contract is referred to the District BoE, the CBO/CSL's documentation to the District's Board of Education must include a statement of the reasons for cautioning the contract, as well as the School's reasons for asking that it be endorsed. The School will be provided an opportunity to present its argument for why the contract should be endorsed by the District's Board of Education during the meeting before the vote to endorse or caution the contract.

If the contract is not endorsed by a majority vote, the Board will provide rationale to the School and provide the School an opportunity to submit a revised contract to the CBO and CSL, at which point the process described in this section will be completely reapplied.

If the School enters into or attempts to enter into any contracts covered by this provision without the appropriate review of the District described herein, the school will receive a notice of concern and be requested to complete a corrective action plan.



ATTACHMENT 11

Facility Plan

BOARD OF EDUCATION ITEM 8
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28, 2019

Brett Ridgway, Chief Business Officer

PREPARED BY: Melissa Andrews, Community & Facility Planning Manager

Andy Franko, iConnect Zone Leader

TITLE OF AGENDA ITEM: Land Dedication Transfer Request

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY: Residential Developers are required to identify parcels land that will be used by the appropriate P-12 school district or be prepared to remit fees in-lieu-of land (FiLoL – usually for small, ‘infill’, projects) as part of their development plans.

- When FiLoL is the appropriate avenue, those fees are simply paid as the lots are permitted for construction.
- When Land Dedication is the appropriate avenue, the developer/owner will hold the land for the school district until the district makes a formal request to transfer the parcel to the district.

To support a likely use of a land parcel by the conditionally approved Mountain View Academy charter school, D49 administration requests the Board of Education to authorize a transfer request of 7.88 acres of land located at 2103 Meadowbrook Parkway.

RATIONALE: As part of the district’s authorization and support of charter schools, there periodically comes a confluence of need and opportunity to support ,or accomplish, that need. In addition, D49 is inclined to move away from a previous practice of delaying request of land transfer until just before construction would begin – to a practice of requesting transfer at an earlier point, perhaps as soon as the land is actually dedicated.

RELEVANT DATA AND EXPECTED OUTCOMES: Upon transfer, the land would come into the portfolio of properties owned by the district and we would then be responsible for maintenance and liability issues that come with owning real property. If Mountain View Academy is, in fact, able to complete its facility plan and begin construction, we will proceed with contractual agreements and authorization to that end. If, for some reason, Mountain View Academy is not able to complete their facility plan, this parcel will be added to the D49 portfolio of real property and be insured and maintained as such until an alternative long-term use for it is determined.

INNOVATION AND INTELLIGENT RISK: Contemplating a change to traditional practices is indicative of an organization that is appropriately self-reflective and never satisfied with a ‘that’s the way we’ve always done it’ type of answer to any question. This process timing will appropriately inform future processes.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

Cult	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	<i>Innovation is pursued with this request.</i>
Strategy	Rock #1—Maintain an enduring <u>trust</u> with our community	<i>Exploring process improvements transparently with clear indications of intended benefit to our customers and stakeholders.</i>
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	

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Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

BUDGET IMPACT: This will have impact on facilities maintenance as they will need to add this parcel to their work routine. Also some potential impact to property and liability insurance costs. Neither impact would be material to the overall district budget and would only necessitate some small reallocations of funds, if anything.

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move this request forward as an action item at the September 12, 2019 regular meeting.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 21, 2019



BOARD OF EDUCATION ITEM 9
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: D. Garza, Executive Assistant to the BOE

TITLE OF AGENDA ITEM: Policy and Procedure Review

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND OR RATIONALE

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.

RELEVANT DATA AND EXPECTED OUTCOMES:

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.

No.	Designation	Title	Reviewed by	Recommendations
9.a	AE, AE-R	Accountability/Commitment to Accomplishment	A Whetstine	Reviewed; no revisions
9.b	BAA	BOE Evaluation and Professional Development	D Garza	Reviewed; no revisions
9.c	BBBA	Board Member Qualifications	D Garza	Reviewed; no revisions
9.d	BDFB	Career and Technical Education Advisory Council	M Perez	Minor revisions
9.e	EBCA	Disaster Plan	P Almeida	Minor revisions
9.f	EDE	Waste Management and Recycling	D Payne	Minor revisions
9.g	EHC	Safeguarding Personal Identifying Information	L Fletcher	CASB recommendation to address statutory requirements
9.h	EJ-E-1, EJ-E-2	Request to be Accompanied by Service Animal and Service Animal Agreement	N Lemmond P Andersen	Reviewed; no revisions
9.i	FEG, FEG-R	Construction Contracts Bidding and Awards	J Rohr	Reviewed; no revisions
9.j	GBDD	Staff Fringe Employee Benefits	P Andersen	Minor revisions
9.k	GCI, GCI-R	Staff Professional Development	A Whetstine	Reviewed: no revisions
9.l	GCKB	Administrative Staff Assignments and Transfers	P Andersen	Minor revisions
9.m	IHACA	Law-Related Education	A Whetstine	Reviewed; no revisions
9.n	IHAK	Character Education	L Fletcher	Reviewed; no revisions
9.o	IHAL	Religion in the Curriculum	L Fletcher	Reviewed; no revisions
9.p	IHAMA	Teaching About Drugs, Alcohol and Tobacco	A Whetstine	Reviewed; no revisions
9.q	IHBA, IHBA-R	Special Education Programs for Students with Disabilities	N Lemmond	Minor revisions; incorporating regulation into policy; Revoke regulation
9.r	IHBF	Homebound Instruction	N Lemmond	Revised per CASB guidelines
9.s	IMB, IMB-R	Teaching About Controversial /Sensitive Issues	A Whetstine	Revised; minor revisions (policy) Reviewed; no revisions (regulation)

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9.t	JBB	Sexual Harassment	P Andersen L Fletcher	Minor revisions; provided more clarity, added title IX references
9.u	JFABA	Nonresident Tuition Charges	L Fletcher	Reviewed; no revisions
9.v	JICED	Student Expression Rights	L Fletcher	Reviewed; no revisions
9.w	JID	Students of Legal Age	L Fletcher	Reviewed; no revisions
9.x	JIE/JIG	Pregnant/Married Students	L Fletcher	Reviewed; no revisions
9.y	JK-2, JK-2-R	Discipline of Students with Disabilities	N Lemmond	Minor revisions; incorporating regulation into policy; Revoke regulation
9.z	JKB	Student Detention	L Fletcher	Reviewed; no revisions
9.za	JKBA, JKBA-R	Disciplinary Removal from Classroom	L Fletcher	Reviewed; no revisions
9.zb	JLDAC	Screening/Testing of Students	N Lemmond	Revised per CASB guidelines
9.zc	JLCDA	Students with Food or Environmental Allergies	N Lemmond	Reviewed; no revisions
9.zd	JLIB, JLIB-R	Early Dismissal of Students	L Fletcher	Minor revisions to reflect current practice
9.ze	JRA-R/JRC-R, JRA-E-1/ JRC-E-1, JRA-E-3/ JRC-E-3	Student Records/Release of Information on Students	L Fletcher	Reviewed; no revisions
9.zf	KB	Parent Involvement in Education	A Whetstine	Reviewed; no revisions
9.zg	KEC, KEC-E	Public Concerns/Complaints about Instructional Resources	L Fletcher A Whetstine	Reviewed; no revisions

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #7 — Customize our educational systems to <u>launch each student toward success</u>	Updating policy to reflect current laws, regulations and best practices provides a solid foundation to lead the district.

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Item 9 continued

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After board review, move thirty-one policies listed in item 9 for action at the next regular board meeting.

APPROVED BY: Peter Hiltz, Chief Education Officer; Brett Ridgway, Chief Business Officer; Pedro Almeida, Chief Operations Officer

DATE: August 15, 2019

Title	Accountability/Commitment to Accomplishment
Designation	AE
Office/Custodian	Education/Executive Director of Learning Services

The Board of Education accepts its ultimate responsibility for all facets of school operations and programs.

As required by law, the Board shall adopt and maintain an accountability program to measure the adequacy and efficiency of the educational program.

The Board shall appoint a District Advisory Accountability Committee. The District Accountability Committee and School Accountability Committees shall have those powers and duties prescribed by state law. The Board and the District Accountability Committee shall, at least annually, cooperatively determine the areas and issues, in addition to budget issues, that the District Accountability Committee shall study and the issues on which it may make recommendations to the board.

Every effort shall be made by the Board, the Chief Education Officer, Chief Business Officer, Chief Operations Officer, Zone Leaders, the staff, and the accountability committees to fulfill the responsibilities inherent in the concept of accountability as well as the intent of the Educational Accountability Act and the state requirements for accreditation of schools and school districts.

All accountability committee meetings will be open to the public. Meeting notices for District Advisory Accountability Committee will be posted in the same place and manner as notices of Board meetings and in school buildings. Notices for School Accountability meetings shall be posted in the school building.

Adopted: August 4, 1994

Revised: August 13, 1998

Revised: November 17, 2010

Revised: May 12, 2011

Revised: January 10, 2013

Revised: November 13, 2014

Reviewed: December 15, 2016

[Reviewed: September 12, 2019](#)

LEGAL REFS:

C.R.S. 22-2-117 (waivers from State Board of Education)

C.R.S. 22-11-101 et seq. (education Accountability Act of 2009)

C.R.S. 22-11-301 and 302 (district accountability committee)

C.R.S. 22-11-401 and 402 (school accountability committees)

C.R.S. 24-6-402 (open meetings law)

1 CCR 301-1, Rules 2202-R-1.00 et seq. (accreditation rules)

CROSS REFS:

AEA, Standards Based Education

AED, Accreditation

DBD, Determination of Budget Priorities

Title	Accountability/Commitment to Accomplishment
Designation	AE-R
Office/Custodian	Education/Executive Director of Learning Services

District Advisory Accountability Committee

The District Advisory Accountability Committee (DAAC) will consist of at least:

- three parents of students enrolled in district schools,
- one teacher employed by the district,
- one school administrator employed by the district, and
- one person who is involved in business in the community within the district's boundaries.

A person may not serve in more than one of the required membership roles on the DAAC. A person who is employed by the district or related to a district employee shall not be eligible to serve as a parent on the DAAC. "Related" means the person's spouse, son, daughter, sister, brother, mother or father. If, however, the district makes a good faith effort and is unable to identify a sufficient number of parents that meet these criteria, a person may serve as a parent on the DAAC and also be employed by the district or related to a district employee.

The Board shall appoint persons to the DAAC. In making these appointments, it shall ensure, to the extent practicable, that:

- the parents appointed reflect the student populations significantly represented within the district;
- at least one of the parents is a parent of a student enrolled in a district charter school authorized by the Board, and
- at least one of the persons appointed has a demonstrated knowledge of charter schools.

If the Board chooses to increase the number of persons on the DAAC, it shall ensure that the number of parents appointed exceeds the number of representatives from the group with the next highest representation. The Chief Education Officer or other staff member designated by the Board will serve as a resource person.

Members of the accountability committee will serve basic terms of two (2) years and will be surveyed each spring as to their willingness to serve additional terms. The committee will elect a chair from its membership, establish a schedule of meetings, and adopt general rules for its operation.

The Board, in cooperation with the DAAC, will approve general organizational accountability guidelines for the District and school-level committees to follow which assure that:

1. The District and individual schools comply with the state's accountability and accreditation requirements.
2. All accountability committees shall follow DAAC bylaws regarding public meetings in compliance with state law.
3. The DAAC reviews the District ~~Unified~~ Improvement Plan and makes annual recommendations to the Board regarding the accountability programs and budget of the District.

School-level advisory accountability committee

Each school accountability committee (SAC) shall consist of at least:

- three parents of students enrolled in the school,
- one teacher who provides instruction at the school,
- the principal or the principal's designee
- one person from the community, and
- one adult member of an organization of parents, teachers and students recognized by the school.

A person may not serve more than one of the required membership roles on the SAC. If, after making good-faith efforts, a principal or an organization of parents, teachers and students is unable to find a sufficient number of persons who are willing to serve on the SAC, the principal, with advice from the organization of parents, teachers and students, may establish an alternative membership plan for the SAC. Such alternate plan shall reflect the required representation stated above as much as practicable.

Members of the SAC shall be appointed by the principal of each school. The principal shall ensure, to the extent practicable, that the persons appointed reflect the student populations significantly represented within the school.

If the principal chooses to increase the number of persons on any SAC, the principal shall ensure that the number of parents appointed exceeds the number of representatives from the group with the next highest representation.

Members of the SAC shall serve terms of 2 years. Vacancies shall be filled by majority action of the remaining members of the SAC. The SAC shall select a parent representative to serve as chair, who shall serve a term of 2 years.

The School Advisory Accountability Committee will work with the principal and the community to develop, improve, implement, and review the School ~~Unified~~ Improvement Plan, to review student and school performance and achievement, and to assist in reporting achievement information to the community.

School-level accountability committees will adopt goals and objectives for the improvement of education in the building, and increase the ratings for the school's accreditation category and participate in the school improvement planning process.

School-level reporting

At the end of every school year, the school-level accountability committee shall submit a written report to the DAAC concerning the learning environment in the school during that school year. The report shall reflect the results of each school improvement plan.

Adopted: August 13, 1998

Revised: November 17, 2010

Revised: May 12, 2011

Revised: January 10, 2013

Revised: November 13, 2014

Reviewed: March 27, 2019

| Reviewed: September 12, 2019

Title	Board of Education Evaluation and Professional Development
Designation	BAA
Office/Custodian	Board of Education/Executive Assistant to the BOE

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: September 8, 2016
Reviewed: September 12, 2019

BOARD-APPROVED POLICY OF DISTRICT 49

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

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

A candidate for the office of school director shall be:

1. a 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. eighteen (18) years or older by the date of the election
3. a citizen of the United States
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
Reviewed: September 12, 2019

LEGAL REFS:

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

Title	Vocational Career and Technical Education Advisory Council
Designation	BDFB
Office/Custodian	Education/ CTE <u>Applied and Advanced Learning</u> Director

The Director of ~~Career and Technical Education (CTE)~~ Applied and Advanced Learning (AAL) shall appoint a Career and Technical Education Advisory Council (CTAC) to assist in overall promotion, planning, coordination, and evaluation of district CTE programs. The council shall study issues, offer advice, and make recommendations regarding:

1. Current job needs.
2. Relevance of current training programs.
3. Reduction, deletion or expansion of programs.
4. Initiation of new programs.
5. Financial and legislative support.
6. Promotion of ~~vocational-career & technical~~ education in the schools and in the community.

The advisory council shall provide for input from specific CTE program advisory committees that may exist across the district.

The Director of ~~CTE~~ AAL shall appoint members to the CTAC who represent a cross-section of the community in terms of sex, race, age, occupation, socioeconomic status, geographical location, and other appropriate factors. The composition and activity of the committee shall reflect the district's strategic priorities and desire to engage directly with representatives of our community's businesses and employers.

The Director of ~~CTE~~ AAL, shall also shall appoint an advisory committee for each CTE program provided by the district. Program advisory committees shall assist CTE instructors and administrators in establishing, operating and evaluating programs to serve the needs of students, business, and industry and shall provide expertise pertaining to CTE preparation and certification.

Each program advisory committee shall be representative of the occupations in the community for which training is provided.

The Director of ~~CTE~~ AAL shall approve written by-laws for the advisory council and each program committee which shall specify its composition, length of terms, responsibilities, and rules for conducting business.

Adopted: September 3, 1998
Reviewed: February 11, 2010
Revised: February 11, 2016
[Revised: September 12, 2019](#)

LEGAL REFS:

C.R.S. 23-8-103 (2)(c) (career and technical education program school grant eligibility)
C.R.S. 23-60-303 (occupational education)

CROSS REFS:

AE, Accountability/Commitment to Accomplishment

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Disaster Plan
Designation	EBCA
Office/Custodian	Chief Operations-s/Chief Officers, Environmental Safety Coordinator, Director of Safety and Security

Title Disaster Plan
 Designation EBCA
 Office/Custodian Chief Operations-s/Chief Officers, Environmental Safety Coordinator, Director of Safety and Security

Advance planning for emergencies and disasters is essential to provide for the safety of students and staff should a threat to safety arise from fire or other causes. It also strengthens the morale of all concerned to know that preparedness plans exist and that students and staff have been trained in carrying them out.

Therefore, the Chief Operations ~~Education~~ Officer, in coordination conjunction with the Chief Education ~~Operations~~ Officer and the Director of Safety and Security, shall be responsible for developing plans that meet state and local requirements for preparedness in case of fire, civil emergencies, tornadoes, and other natural disasters.

During a tornado warning no busses will run nor will students be permitted to leave the building unless accompanied by a parent or guardian.

If any occasion arises where there are disaster possibilities for students, principals should use the same safety precautions as described in the District's Emergency Operations Plan. In all cases, the principals will have discretionary power to act in the best safety interests of students and staff.

- Adopted: August 21, 1980
- Revised: March 4, 1999
- Revised: April 28, 2010
- Revised: November 11, 2010
- Revised: January 10, 2013
- Reviewed: September 8, 2016
- Revised: September 12, 2019

CROSS REFS:

- EBAB, Hazardous Materials
- EBCB, Safety Drills
- KDE, Crisis Management

Title	Waste Management and Recycling
Designation	EDE
Office/Custodian	Operations/Director of Facilities

~~Falcon School~~ District 49 shall make resource conservation and waste reduction an integral part of its operations, consistent with the requirements of its academic and extracurricular programs and within the bounds of sound financial management. In this regard, the ~~D~~istrict shall strive to decrease the amount of waste it generates by:

- Reducing the consumption of materials;
- Fully using all materials prior to disposal;
- Minimizing the use of non-biodegradable products whenever possible; and
- Reusing and recycling all materials to the fullest extent possible.

The ~~D~~istrict shall cooperate with and participate in applicable recycling efforts of other governmental and private entities to the extent practicable and within the bounds of sound financial management. As systems for the recovery of waste and recycling are developed, the ~~D~~istrict shall participate in these programs to the extent practicable and within the bounds of sound financial management by appropriately separating and allowing recovery of recyclable waste products.

When financially viable and product quality is acceptable, the ~~D~~istrict shall purchase recycled products and shall encourage suppliers, both private and public, to make such products available for purchase by the ~~D~~istrict.

Regulatory Requirements and Governing Bodies

All buildings or grounds modification/improvements shall meet the following Federal, State, and local building codes, regulations, guidelines, and directives:

- Environmental Protection Agency (EPA) Laws and Regulations
- Colorado Department of Public Health and Environment (CDPHE)
- Hazardous Waste Management Division Rules and Regulations

Adopted: March 11, 2010

Revised: December 15, 2016

Revised: September 12, 2019

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Safeguarding Personal Identifying Information
Designation	EHC
Office/Custodian	Education/Director of Culture & Services

Safeguarding Personal Identifying Information

The Board is committed to protecting the confidentiality of personal identifying information (PII) obtained, created and/or maintained by the district. The Board directs district staff to safeguard PII in accordance with this policy, other Board policies concerning the creation, use, storage or destruction of PII, and applicable law.

The district shall implement and maintain reasonable security procedures appropriate to the nature of the PII to protect against unauthorized access, use, modification, disclosure or destruction. The district shall require third parties that create, maintain and/or obtain PII to also maintain reasonable security procedures appropriate to the nature of the PII designed to protect against unauthorized access, use, modification, disclosure or destruction.

The district shall ensure that records containing PII are appropriately destroyed when no longer needed and in such a manner as to make the PII unreadable or indecipherable, unless such record is required to be retained by applicable law.

In the event of a security breach, as that term is defined by state law, the district shall conduct a prompt investigation to determine the likelihood that personal information has been or will be misused and notify those Colorado residents affected by the breach, the Colorado Attorney General's office and consumer reporting agencies, in accordance with the notification and timeline requirements of state law.

Adopted: September 12, 2019

LEGAL REF:

C.R.S. 24-73-101 *et seq.* (consumer data privacy laws applicable to governmental entities, including school districts)

CROSS REFS:

EGAEA, Electronic Communication

EHB, Record Retention

GBJ, Personnel Records and Files

JRA/JRC, Student Records/Release of Information on Students

JRCB*, Privacy and Protection of Confidential Student Information

Title	Request to be Accompanied by Service Animal
Designation	EJ-E-1
Office/Custodian	Education & Business/Executive Director of Individualized Education and Director of Human Resources

Form 1

Request to be Accompanied by Service Animal

Date: _____

Student or Employee Name: _____

Owner/Handler (parent or student): _____

School/Location: _____

Is the service animal required by a disability? Yes No

What work or task(s) has the service animal been trained to perform?

Describe: _____

Name of Animal: _____

Parent/guardian of student please submit this request to the appropriate school principal. Employees please submit this request to District 49's Human Resources Department.

Completed request forms will be maintained in the student's cumulative file or the employee's personnel file, whichever is applicable.

For Internal Use:

Principal or Human Resources: _____

Executive Director of Individualized Education: _____

School Nurses Team Lead: _____

Adopted: September 8, 2016

Reviewed: [September 12, 2019](#)

Title	Service Animal Agreement
Designation	EJ-E-2
Office/Custodian	Education & Business/Executive Director of Individualized Education and Director of Human Resources

Form 2
Service Animal Agreement

Student or Employee Name

Owner/Handler Name

Parent Name (if different from Owner/Handler)

Request form is attached: Yes No

Agreement:

1. I have read and understand District 49's service animal policy and I will abide by their content.
2. I understand and agree that District 49 may exclude my service animal if:
 - (a) the animal is out of control and the animal's handler does not take effective action to control it
 - (b) the animal is not housebroken
 - (c) the animal poses a direct threat to the health or safety of others
 - (d) for any other reason permitted by law.
3. I understand and agree that I am responsible for any and all damage caused by my service animal to District 49 property or to the property of others and for any and all injuries caused by my service animal to any person. I also agree to indemnify, defend and hold District 49 harmless from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage or injury caused by my service animal.

Student or Employee Signature

Date

Owner/Handler Signature

Date

Principal Signature

Date

Note: This Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

A completed copy of this agreement will be maintained in the student's cumulative file or the employee's personnel file, whichever is applicable.

Adopted: September 8, 2016

Reviewed: September 12, 2019

Title	Construction Contracts Bidding and Awards
Designation	FEG
Office/Custodian	Business/Purchasing Contract Manager

All construction projects shall be advertised and competitive bids solicited in compliance with the purchasing policies. Plans and specifications will be approved prior to construction.

Adopted: January 7, 1999

Revised: December 9, 2010

Reviewed: October 13, 2016

Reviewed: September 12, 2019

LEGAL REFS:

C.R.S. 24-18-201

C.R.S. 24-91-102 through 24-91-220 (Construction Contracts with Public Entities)

CROSS REFS:

BBFA, Board Member Conflict of Interest

DJE, Bidding Procedures

Title	Construction Contracts Bidding and Awards
Designation	FEG-R
Office/Custodian	Business/Purchasing Contract Manager

These regulations specify the conditions under which Board of Education members shall handle construction contracts, bidding and awards.

All projects to be bid shall be advertised in a paper of general circulation or on public procurement website within the state at least ten (10) days prior to the date set for the opening of bids. The advertisement shall state that the bid documents may be procured by any qualified builder interested in participating in open competitive bidding for the construction of district facilities.

Each bidder shall be required to submit with the bid a bid bond in a sufficient amount to be determined by the estimated cost of the project in order to ensure that the lowest responsible bidder accepts the contract.

No bid for the construction, alteration, or repair of any building shall be accepted if it does not conform to the requirements of bid documents.

All contracts and all open market orders will be awarded to the supplier that offers the best value, taking into consideration the cost and quality of materials or services desired and their contribution to program goals.

In determining the award recipient, the following factors shall be considered:

1. possession of or access to appropriate financial, material, equipment, and personnel resources;
2. satisfactory record of performance and integrity;
3. bonding capacity;
4. and ability to legally contract with the district.

Contractors shall be required to provide specific information necessary to verify qualifications.

Bids shall be taken under advisement rather than arriving at an immediate selection, allowing ample time for careful study by the district and its representatives.

Whenever two or more bids of equal value are submitted by responsible bidders pursuant to the advertisement, the bid may be awarded to any one of those bidders as recommended to and approved by the Board at the discretion of the Chief Business Officer or his/her designee.

The Board/Chief Business Officer reserves the right to reject any and all bids in whole or in part, to waive irregularities or technicalities, and to accept the bid which appears to be in the best interest of the district.

The contractor shall receive monthly payments for the work completed less a percentage to be determined to insure completion. The final pay application will be taken to the Board for approval upon completion of contract requirements following publication as provided by state law.

Adopted: December 9, 2010

Revised: September 8, 2011

Revised: October 13, 2016

Reviewed: September 12, 2019

LEGAL REFS:

C.R.S. 24-18-201

C.R.S. 24-91-102 through 24-91-220 (Construction Contracts with Public Entities)

CROSS REFS:

BBFA, Board Member Conflict of Interest

FEFB, Contractor's Affidavits and Guarantees

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Staff Fringe <u>Employee Benefits</u>
Designation	GBDD
Office/Custodian	Business/Director of Human Resources and Risk and Benefits Manager

Title Staff FringeEmployee Benefits
 Designation GBDD
 Office/Custodian Business/Director of Human Resources and Risk and Benefits Manager

Title Staff FringeEmployee Benefits
 Designation GBDD
 Office/Custodian Business/Director of Human Resources and Risk and Benefits Manager

The board of education recognizes that B~~benefits~~ in addition to base salary are ~~recognized by the Board as~~ an integral part of the total compensation plan for staff members. The benefits offered to extended to district employees the staff shall be designed to enable the district to attract and retain talented professionals and to support the district's mission and vision to be the best choice to learn, work and lead. ~~provide incentive for professional development that will be of benefit to the District.~~

In accordance with applicable federal law, full-time employees are eligible for the d~~D~~istrict's health insurance plan and are also covered by the D~~d~~istrict's group life insurance and long-term disability insurance plans. All employees may participate in the D~~d~~istrict's tax-sheltered annuity program.

School district employees shall participate in the Public Employees' Retirement Association in which both the employee and the school district make monthly contributions.

All D~~d~~istrict employees are covered under the W~~w~~orkers' C~~c~~ompensation I~~i~~nsurance P~~p~~lan and shall be entitled to all the prescribed benefits.

Adopted: October 8, 2015

• Revised: September 12, 2019

<u>Title</u>	<u>Staff Professional Development</u>
<u>Designation</u>	<u>GCI</u>
<u>Office/Custodian</u>	<u>Education/Executive Director of Learning Services</u>

Title Staff Professional Development
Designation GCI
Office/Custodian Education/Executive Director of Learning Services

The Board of Education believes that student achievement must drive all professional staff development efforts and that professional development is an indispensable part of overall school improvement. To support these beliefs, the Board is committed to allocating adequate resources to ensure effective professional development. The Chief Education Officer or designee shall develop a professional development program for instructional staff that:

- is rigorous, results-based, data-driven and tied to student achievement.
- is ongoing and an integral part of each professional staff member's workday.
- uses a variety of approaches and professional development models.
- is collaborative, school-centered and involves teachers and administrators in its design.
- focuses on teachers as central to student learning, yet includes all other members of the school community.
- focuses on student learning.
- is rich in academic content, learning processes, current research, materials and technologies.
- uses the systematic study of student work to improve teaching and learning.
- occurs in environments of safety, trust and shared problem solving.
- promotes equity.

The professional development program shall be designed to support achievement of the district's educational objectives, including that all students meet or exceed state and district content standards.

The Chief Education Officer or designee shall evaluate the effectiveness of the professional development program on an on-going basis and modify the program accordingly.

Participation in the professional development program is required of teachers and administrators.

- Adopted: January 20, 1983
- Revised: August 4, 1994
- Reviewed: May 11, 2000
- Revised: November 11, 2010
- Revised: August 11, 2011

Reviewed: September 8, 2016

- Reviewed: September 12, 2019

LEGAL REFS:

- C.R.S. 22-7-407 (2) (e) (district required to develop plan to provide professional educator development in standards-based education)
- C.R.S. [22-32-109](#) (1)(jj) (*board must identify areas where principals need professional development*)
- C.R.S. [22-32-109](#) (1)(n),(z) (*board required to determine number of hours/days of school; board required to provide in-service program related to abuse and neglect under Child Protection Act*)
- C.R.S. [22-32-110](#) (1)(k) (*board has power to adopt policies related to in-service training and professional growth of employees*)
- C.R.S. [22-60.5-110](#) (3)(b) (*licensed staff required to complete on-going professional development which may include programs concerning juvenile mental health issues and awareness and prevention of suicide*)
- 1 CCR [301-1](#), Rule 2202-R-11.05 (E)(7) (*school performance reports to include number of professional development days*)

CROSS REFS:

- ADA, School District Goals and Objectives
- AE, Accountability/Commitment to Accomplishment
- AEA, Standards Based Education

~~BOARD-APPROVED POLICY OF DISTRICT 49~~

Title	Staff Professional Development
Designation	GCI-R
Office/Custodian	Education/Executive Director of Learning Services

<u>Title</u>	<u>Staff Professional Development</u>
<u>Designation</u>	<u>GCI-R</u>
<u>Office/Custodian</u>	<u>Education/Executive Director of Learning Services</u>

The Board of Education recognizes the importance of developing, improving, and extending staff skills. The District shall provide opportunities to ensure continued growth through such means as the following:

1. Planned in-service programs and workshops offered within the school system from time to time. The dates of all in-service programs shall be included in the District on-line professional development registration system or on individual school calendars.
2. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
3. Sabbaticals and other leaves of absence for advanced educational training.
4. Salary credit for additional educational training in accordance with the salary schedule.

The Chief Education Officer, Zone Leaders, Chief Business Officer, Chief Operation Officer or designee shall have authority to approve released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

The following general rules will be used by teachers and their supervisors for the development and approval of plans for professional growth activities:

1. Approved activities will be those which:
 - a. Develop increased competence in a present teaching contract area
 - b. Assist teachers who change or plan to change from one teaching area to another
 - c. Develop competencies in additional curriculum or instructional skills areas
 - d. Contribute to the ability of a teacher to stimulate student growth in the directions indicated by the District's and the individual school's goals
2. Activities may be recognized for professional growth credits following the signing of a contract with the district for employment as a certificated staff member on the salary schedule.
3. Activities may be recognized for professional growth credits while on an approved leave of absence from the district.

- Adopted: January 20, 1983
- Reviewed: May 11, 2000
- Revised: November 11, 2010

- Revised: September 8, 2011
 - Revised: January 10, 2013
- Revised: September 8, 2016
- Reviewed: September 12, 2019

Title	Administrative Staff Assignments and Transfers
Designation	GCKB
Office/Custodian	Business/Director of Human Resources

Title	Administrative Staff Assignments and Transfers
Designation	GCKB
Office/Custodian	Business/Director of Human Resources

A teacher who holds an administrative position may be reassigned to another position for which he or she is qualified if a vacancy exists in such a position and, if so assigned, with a salary corresponding to the position. However, if the administrator is involuntarily transferred during the school year, his/her salary shall not be reduced during the remainder of that school year. If the transfer is to another school in the district, the transfer is subject to the consent of the receiving principal and is subject to approval of the Chief Education Officer and Board of Education.

In determining placement on the licensed pay schedule, the district ~~The Board of Education~~ may consider the years of service accumulated while the teacher was occupying the administrative position, ~~when the Board determines where to place the teacher on the salary schedule.~~

The three consecutive school years of demonstrated effectiveness and continuous employment required of a teacher during their probationary period is not deemed interrupted if a probationary teacher accepts the position of Chief Education Officer. However, the period of time during which a probationary teacher serves in such capacity will not be included in computing the probationary period.

- Current practice codified: 1992
- Adopted: date of manual revision
- Reviewed: May 11, 2000
- Revised: October 7, 2010
- Revised: -March 13, 2014

Revised: March 12, 2015

- Revised: September 12, 2019

LEGAL REFS:

- C.R.S. 22-63-203(2)(b)(IV) (*calculation of probationary period for probationary teacher serving as superintendent*)
- C.R.S. 22-63-206 (*transfers*)

CROSS REFS:

- GCKA, Instructional Staff Assignments and Transfers

GCKAA, Teacher Displacement

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Law-Related Education
Designation	IHACA
Office/Custodian	Education/Executive Director of Learning Services

Title	Law-Related Education
Designation	IHACA
Office/Custodian	Education/Executive Director of Learning Services

The Board of Education recognizes the importance of a law-related education program to enhance student awareness about the law, the legal system, and the fundamental principles and values upon which our constitutional democracy is based. Other goals of the program shall be to promote responsible citizenship and encourage students to resist antisocial gang behavior and substance abuse.

The program shall include relevant curriculum materials, interactive teaching strategies, and extensive use of community resource persons and expertise. The topics of instruction shall include the following:

1. Rights and responsibility of citizenship.
2. Foundations and principles of American constitutional democracy.
3. Role of law in American society.
4. Organization and purpose of legal and political systems.
5. Disposition to abide by law.
6. Opportunities for responsible participation.
7. Alternative dispute resolution including mediation and conflict resolution.

District personnel may prepare an annual report concerning the progress of the district in implementing law-related education. The report, if prepared, shall include an analysis of the effect of the law-related education program on the incidence of gang involvement and substance abuse by the students in the district.

The district shall provide opportunities for training instructors and administrators in gang awareness and substance abuse education in order to provide effective instruction to students concerning the dangers of gang involvement and substance abuse by the students in the district.

- Adopted: September 2, 1999
- Reviewed: February 24, 2010
- Reviewed: September 8, 2016
- Reviewed; September 12, 2019

LEGAL REF:

- C.R.S. 22-25-104.5 (*Law-related education program-creation*)

CROSS REFS:

- JICF Secret Societies / Gang Activity
- JICH Drug and Alcohol Involvement by Students

Title	Character Education
Designation	IHAK
Office/Custodian	Educator/Director of Culture & Services

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

[Reviewed: September 12, 2019](#)

LEGAL REFS:

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

CROSS REFS:

ADA, School District Educational Objectives

Title	Religion in the Curriculum
Designation	IHAL
Office/Custodian	Education/Director of Culture & Services

Informed by the Establishment Clause of the 1st 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.

Informed by the Free Expression Clause of the 1st 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

[Reviewed: September 12, 2019](#)

~~BOARD-APPROVED POLICY OF DISTRICT 49~~

Title	Teaching About Drugs, Alcohol and Tobacco
Designation	IHAMA
Office/Custodian	Education/Executive Director of Learning Services

<u>Title</u>	<u>Teaching About Drugs, Alcohol and Tobacco</u>
<u>Designation</u>	<u>IHAMA</u>
<u>Office/Custodian</u>	<u>Education/Executive Director of Learning Services</u>

In accordance with state and federal law, the District shall provide age-appropriate, developmentally appropriate drug and alcohol education and prevention programs from early childhood (preschool) through grade twelve (12).

The drug and alcohol education program shall address the legal, social, and health consequences of drug and alcohol use. It shall include special instruction as to the effects upon the human system; the emotional, psychological, and social dangers of such use with emphasis on nonuse by school-age children, and the illegal aspects of such use. The program also shall include information about effective techniques for resisting peer pressure to use illicit drugs or alcohol.

The objectives of this program, as stated below, are rooted in the Board's belief that prevention requires education and that the most important aspect of the policies and guidelines of the district should be the education of each individual to the dangers of drugs, alcohol, and tobacco.

1. To create an awareness of the total drug problem—prevention, education, treatment, rehabilitation, and law enforcement on the local, state, national, and international levels.
2. To relate the use of drugs and alcohol to physical, mental, social, and emotional practices.
3. To encourage the individual to adopt an appropriate attitude toward pain, stress, and discomfort.
4. To develop the student's ability to make intelligent choices based on facts and to develop the courage to stand by one's own convictions.
5. To understand the need for seeking professional advice in dealing with problems related to physical and mental health.
6. To understand the personal, social, and economic problems causing the misuse of drugs and alcohol.
7. To develop an interest in preventing illegal use of drugs in the community.

The curriculum, instructional materials, and strategies used in this program shall be recommended by the Chief Education Officer and approved by the Board.

To the extent funds are available, each school is encouraged to operate and maintain an educational program to assist students in avoiding and discontinuing use of tobacco.

- ❖ Adopted: November 3, 1977
- ❖ Revised to conform with practice: date of manual revision
- ❖ Revised: September 2, 1999
- ❖ Revised: March 11, 2010

- ❖ Revised: October 27, 2011
- ❖ Revised: September 8, 2016
- ❖ Reviewed: September 12, 2019

LEGAL REFS:

- 20 U.S.C. §7101 et seq. (*Safe and Drug-Free Schools and Communities Act of 1994*)
- C.R.S. 22-1-110 (*Effect of use of alcohol and controlled substances to be taught*)
- C.R.S. 22-32-109 (1)(bb) (*Policy required prohibiting use of tobacco products on school property*)
- C.R.S. 25-14-103.5 (*Use of tobacco products prohibited on school property*)

CROSS REFS:

- ADC, Tobacco-Free Schools
- IHACA, Law-Related Education
- JICH, Drug and Alcohol Involvement by Students

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Special Education Programs for <u>Students with Disabilities Handicapped/Disabled/Exceptional Students</u>
Designation	IHBA
Office/Custodian	Education/Executive Director of Individualized Education

Title Special Education Programs for Students with Disabilities
Designation IHBA
Office/Custodian Education/Executive Director of Individualized Education

In keeping with the intention of the state of Colorado to offer educational opportunities to all students which will enable them to lead fulfilling and productive lives, the District shall provide appropriate educational opportunities to all resident students in accordance with the requirements of state and federal law.

Any student identified as a child with disabilities pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (the IDEIA) who is between the ages of three and 21 and who has not been awarded a regular high school diploma and graduated from high school has the right to a free appropriate public education. These eligible students with disabilities shall be provided individualized programs appropriate to meet their educational needs as determined by the students' Individualized Education Program (IEP) or Individual Family Service Plans (IFSP) team.

A student identified as a child with disabilities under IDEIA shall become eligible for special education and related services on his or her third birthday. A student reaching age 21 after the beginning of an academic year shall have the right to complete the semester in which his or her 21st birthday occurs or attend until he or she graduates, whichever comes first. In such a case, the child is not entitled to extended school year services during the summer following such current academic year.

Students with disabilities are required by federal law to be included in state and district-wide assessments with appropriate accommodations where necessary. Any IEP developed for a student with disabilities shall specify whether the student shall achieve the district's academic standards or whether the student shall achieve individualized standards which would indicate the student has met the requirements of his or her IEP.

- Adopted: November 3, 1977
- Revised to conform with practice: date of manual adoption
- Revised to conform with practice: date of manual revision
- Revised: September 7, 2000
- Reviewed: July 8, 2010
- Reviewed: July 14, 2016
- Revised: September 12, 2019

LEGAL REFS:

- 20 U.S.C. §1401 *et seq.* (*Individuals with Disabilities Education Act*, P.L. 94-142)
- 29 U.S.C. §701 *et seq.* (*Section 504 of the Rehabilitation Act of 1973*)
- C.R.S. 22-7-1006.3 (3)(c) (*reporting of alternate assessments*)
- C.R.S. 2—7-1006.3 (3)(d) (*assignment of scores on statewide assessments for students with disabilities*)
- C.R.S. 22-20-101 *et seq.* (*Exceptional Children's Educational Act*)
- 1 CCR 301-8, Rules 2220-R-1.00 *et seq.* (*Rules for the Administration of the Exceptional Children's Educational Act*)

CROSS REFS:

- AEA, Standards Based Education
- IHBIB, Primary/Preprimary Education
- JF-E, Admission and Denial of Admission
- JHD-E, Exclusions and Exemptions from School Attendance
- JK-2, Discipline of Students with Disabilities



BOARD-APPROVED POLICY OF DISTRICT 49

Title	Special Education Programs for Handicapped/Disabled/Exceptional Students
Designation	HHBA-R
Office/Custodian	Education/Executive Director of Individualized Education

~~These regulations specify the conditions and procedures under which the District shall address the needs of handicapped, disabled, and exceptional students.~~

~~All children and youth with a disabling condition between the ages of three (3) and twenty-one (21) who have not received a high school diploma, received a GED, or otherwise completed high school have the right to a free appropriate public education.~~

~~All children and youth with disabling conditions between the ages of three (3) and twenty-one (21) shall be provided individualized educational programs appropriate to meet their educational, instructional, transitional, and related services needs. To enable a parent/guardian to make informed decisions, all of the educational options available to the child through the District at the time of the Individualized Education Plan (IEP) shall be explained to the parent/guardian.~~

~~A child shall become eligible for services on the third birthday. A youth reaching age twenty-one (21) after the beginning of an academic year shall have the right to complete that semester or attend until graduation, whichever comes first.~~

~~Students with disabilities are required by federal law to be included in state and district-wide assessments, with appropriate accommodations where necessary. Any IEP developed for a student with disabilities shall specify whether the student shall achieve the District's adopted content standards or whether the student shall achieve individualized standards, which would indicate the student has met the requirements of his or her IEP.~~

~~The District also shall take steps to make the general public aware that all children and youth from birth through age twenty-one (21) suspected of having a disabling condition have a right to a formal determination as to whether they have such a condition.~~

~~Special education for handicapped children shall be provided by the District and through a cooperative arrangement with the Pikes Peak Board of Cooperative Services.~~

- ~~• Adopted: July 8, 2010~~
- ~~• Reviewed: July 14, 2016~~

BOARD APPROVED POLICY OF DISTRICT 49

Title	Homebound Instruction
Designation	IHBF
Office/Custodian	Education/Executive Director of Individualized Education

Title Homebound Instruction
 Designation IHBF
 Office/Custodian Education/Executive Director of Individualized Education

The purpose of homebound instruction is to maintain continuity in the educational process for those students who, because of a temporary extended illness or condition, cannot attend school. Homebound instruction shall not be used in lieu of the student's normal educational placement.

The District ~~may shall~~ provide instruction, as appropriate, for students confined to their home or hospitalized upon the request of parents/guardians and with the approval of the student's family physician or other licensed health care professional.

1. In each instance the physician/licensed health care professional must certify that the student will be unable to attend school for the length of time specified and that he or she is capable of receiving home instruction. The physician/licensed health care professional also shall be asked to give an estimate of the probable length of the student's convalescence.
2. A parent/guardian should request the homebound/hospital instruction as soon as it is determined that the student's condition will require it so that instruction may begin as soon as the student is able to receive itservices.

Homebound instruction, although correlated with what the student is missing in the classroom, shall be geared to the student's needs and what the student is capable of doing during the period of convalescence. Textbooks and supporting materials shall be provided by the appropriate school.

The student and the student's family are partners in homebound instruction and shall provide timely and accurate information regarding the medical status of the student.

For students with an Individualized Education Program (IEP) or Section 504 plan, the student's IEP or Section 504 team shall determine the nature of the homebound instruction and the student's IEP or Section 504 plan may be modified as appropriate to reflect the services that will be delivered in the homebound/hospital setting.

The principal and/or counselor shall determine how many hours of weekly instruction a students shall receive.

~~Preference shall be given to regular staff members and particularly to the student's own teacher(s) when they wish to serve as homebound instructors. They shall be paid an hourly rate established annually by the administration.~~

- Adopted: August 12, 2010
- ~~Reviewed: July 14, 2016~~
- Revised: September 12, 2019

LEGAL REF:

- C.R.S. § 22-33-104(2)(i) (*compulsory school attendance*)

BOARD-APPROVED POLICY OF SCHOOL DISTRICT 49

Title	Teaching about Controversial Issues and Use of Controversial Materials
Designation	IMB
Office/Custodian	Education/Executive Director of Learning Services

Title	Teaching about Controversial Issues and Use of Controversial Materials
Designation	IMB
Office/Custodian	Education/Executive Director of Learning Services

Controversial issues include matters characterized by significant differences of opinion usually generated from differing underlying values, beliefs, and interests, which produce significant social tension and which are not necessarily resolvable by reference to accepted facts. Although there may be disagreement over facts and what they mean, controversial issues more often arise because of differences in interpretation or the values people use in applying the facts.

Controversial learning resources include those which are not included in the approved curriculum of the District and which are subject to disagreement as to appropriateness. Examples of such materials include, but are not limited to, those that depict explicit sexual content, graphic violence, profanities, drug use or other socially undesirable behaviors, or materials that are likely to divide the community along racial, ethnic, or religious lines. If a teacher has questions regarding whether a resource is controversial within the meaning of this policy, he or she shall consult with the principal.

Teachers may use controversial learning materials and discuss controversial issues if they contribute to the attainment of course objectives directly related to Board-adopted academic standards. The educational purpose of teaching about controversial issues or using controversial materials must be student achievement in academic standards rather than reaching conclusions about the validity of a specific point of view.

In teaching about controversial issues, teachers shall work cooperatively with the principal. Teachers shall obtain approval from the principal prior to the use of any controversial materials. The principal may instruct the teacher to notify students' parents/guardians and obtain parents/guardians' permission prior to discussing a controversial issue or using controversial materials. Teachers shall inform the principal of controversial issues that arise unexpectedly, which cause or are likely to cause concern for students and/or their parents/guardians.

When teaching about controversial issues, teachers may express their personal viewpoints and opinions; however, they also have the obligation to be objective and impartially present the various sides of an issue. Controversial issues are to be presented with good judgment and coordination with the principal, keeping in mind the maturity of the students.

When controversial issues or controversial materials are used as part of the instructional program, alternative learning activities shall be provided when feasible at the request of a student or the student's parents/guardians.

- Adopted: September 2, 1999
- Revised: July 10, 2003
- Revised: September 13, 2007
- Revised: August 12, 2010
- Revised: July 10, 2014

Revised: September 8, 2016

- Reviewed: September 12, 2019

CROSS REFS:

- IJ, Instructional Resources and Materials
- KEC, Public Concerns/Complaints about Instructional Resources

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Teaching About Controversial/Sensitive Issues
Designation	IMB-R
Office/Custodian	Education/Executive Director of Learning Services

Title	Teaching About Controversial/Sensitive Issues
Designation	IMB-R
Office/Custodian	Education/Executive Director of Learning Services

The teaching of controversial issues and the selection and use of controversial learning resources requires the recognition of responsibilities by the teacher to students, by the principal to the school, and by the school to the community.

Process for the Approval of Teaching about Controversial Issues or for Using Controversial Materials:

The teacher must confer with the principal prior to the teaching of controversial issues or using controversial materials. At this conference the teacher must identify the controversial issue or resource, present the educational purpose for the proposed instruction, and identify the academic standards to be addressed in the instruction.

The teacher may make this initial presentation verbally. However, the principal may, in his or her discretion, require the teacher to submit a written proposal for the use of the resource.

The principal may approve the teacher's request on the basis of a teacher's verbal presentation at the initial conference. If the principal thinks that the request should be denied or is unsure of whether the request should be approved or denied, he or she shall require the teacher to submit the request in writing, addressing the issues that are discussed at the initial conference and any other issues or concerns that the principal deems appropriate.

If a written request is required, the principal shall advise the teacher of his or her decision in writing within five working days of submission of the written request. A decision denying a teacher's request shall be accompanied by a statement of reasons for the denial. Those reasons must be reasonably related to legitimate educational concerns.

Guidelines for Principals

In reviewing a specific request from a teacher for teaching about controversial issues or for use of controversial materials, the principal will adhere to the following guidelines:

1. The principal will approve or disapprove the teaching of controversial issues and the use of controversial learning resources on the basis of the teaching guidelines listed in this regulation under guidelines for teachers. The principal must pay particular attention to how the request relates to student achievement of the academic standards.
2. The principal will also determine whether parental permission should be obtained.

Guidelines for Teachers

Teaching about controversial issues and use of controversial learning resources are permitted in accordance with this regulation as long as the issue or resource is relevant to the academic standards and curriculum objectives of the course.

1. Controversial learning resources include those which are not included in the approved curriculum of the district and which are subject to disagreement as to appropriateness. Examples of such materials include, but are not limited to, those that depict explicit sexual conduct, graphic violence, profanities, drug use, or other socially undesirable behaviors, or materials that are likely to divide the community along racial, ethnic, or religious lines. If a teacher has a question regarding whether a resource is controversial within the meaning of this policy, he or she shall consult with the principal.
2. R, PG-13, or PG rated films and/or videos shall be considered controversial within the meaning of this policy and regulation and shall require prior approval of the principal according to the guidelines listed below. X rated, full length *R rated* and NC-17 rated films and videos shall not be used in District schools.
 - PG rated films and videos shall be considered controversial at the elementary school level.
 - PG-13 rated films and videos shall be considered controversial at the middle and high school level.
 - Excerpts from R rated films and videos shall be considered controversial at the high school level.
3. Issues and learning resources selected for discussion and study must be appropriate for instructional use and contribute to the attainment of the academic standards of the course.
4. All course content and activities must be consistent with relevant academic standards and stated course objectives.
5. The issues and learning resources should be within the level of the student's ability and maturity.
6. In teaching about controversial issues or using controversial learning resources, student achievement in the academic standards and understanding of the democratic process will be the primary goals.
7. Teaching strategies should be fairly employed so that various sides of the issues are explored.
8. Suitable materials including facts and concepts relating to various aspects of the issue should be available.
9. If the application to the principal is approved, then the teacher will plan for alternative learning activities at the request of the student's parent.

Discussion with School Principal

If, following the decision, the teacher and principal are still in disagreement concerning the denial of the proposed teaching of a controversial issue or the planned use of controversial learning resources, upon receipt of the written request of the teacher, the principal will forward the matter to the Zone Leader. Copies of the request will be placed in the school file.

The Zone Leader will within two working days review the teacher's written request for review to determine its completeness and specificity. If the request lacks complete and/or specific information, the form will be returned to the teacher for additional information prior to review by a committee of staff and citizens. An information copy will also be provided to the principal.

After the administrative review is completed, and the request has met the requirements for completeness and specificity, the Zone Leader will schedule a meeting of the review committee for the purpose of reviewing the disagreement.

Membership of the Review Committee

The members of the review committee will be appointed by the Zone Leader or designee. The Zone Leader, or designee, will serve as chairperson of the review committee.

The members of the review committee may include members of the administrative staff, principal, library staff, teachers, and community members at the Zone Leader's discretion. However, not less than 25% of the members will be classroom teachers employed by the district. 25% of the committee shall be parents and/or community members.

The chairperson will not be a voting member of the review committee except in instances of tie votes. The chairperson will be authorized to establish all procedures and rules to be followed by the review committee.

Role of the Review Committee

The committee will review all materials submitted by the principal and any additional materials submitted by the teacher.

Oral and/or written testimony for consideration by the committee will be limited to the teacher and principal involved, and the appropriate program manager(s).

After reviewing the challenge and considering the principal's report, pertinent testimony, available professional reviews and applicable curriculum guides, the committee will share its recommendation with the teacher and principal within five working days after the hearing.

The committee's recommendation will be based on its assessment of the issue's or resources demonstrable relevance to curriculum objectives and academic standards, its predicted effectiveness in the classroom, and the provisions of Board policy and regulation. The committee's recommendation will take one of the following actions:

- A recommendation that the issue or resource should be approved for use in the course
- A recommendation that the issue or resource should not be approved for use in the course

Role of the Chief Education Officer

If the teacher chooses to appeal the committee's decision; the Chief Education Officer or designee will review the committee's report and will submit an administrative decision to the Board. The Chief Education Officer or designee will also inform the teacher, the principal, the committee and the staff members involved of that decision. The Chief Education Officer's or designee administrative decision will be rendered no later than 20 working days after the teacher's original written request for review has been delivered to the principal.

Administrative Decision

All administrative decisions concerning teaching about controversial issues or controversial learning resources reported to the Board will be kept on file in the District.

Status during Review

The teacher involved will not present the controversial issue or controversial learning resource to students during the review procedure outlined above.

Time Limits

It is the intent of this procedure to provide for a prompt resolution of the issues. Time limitations are to be adhered to except upon mutual agreement of the parties.

- Adopted: September 13, 2007
- Reviewed: July 8, 2010

- Revised: October 27, 2011
Revised: September 8, 2016
- Reviewed: September 12, 2019

Title	Sexual Harassment
Designation	JBB
Office/Custodian	Business and Education/Director of Human Resources and Director of Culture & Services

District 49's commitment

The District is committed to a learning environment that is free from sexual harassment. It shall be a violation of policy for any member of the District staff to harass students or for students to harass other students through conduct or communications (verbal, written, social media, or other electronic means) of a sexual nature or to retaliate against anyone that reports sexual harassment or participates in a harassment investigation.

The District shall investigate all indications, informal reports and formal grievances of sexual harassment by students, staff or third parties and appropriate corrective action shall be taken. Corrective action includes taking all reasonable steps to end harassment, to make the harassed student whole by restoring lost educational opportunities, to prevent harassment from recurring and to prevent retaliation against anyone who reports sexual harassment or participates in a harassment investigation.

Sexual harassment prohibited

Unwelcome sexual advances, requests for sexual favors, or other verbal, non-verbal, physical conduct, or social media use of a sexual nature may constitute sexual harassment, even if the harasser and the student being harassed are the same gender identity and whether or not the student resists or submits to the harasser, when:

Submission to such conduct is made either explicitly or implicitly a term or condition of a student's participation in an education program or activity.

Submission to or rejection of such conduct by a student is used as the basis for education decisions affecting the student.

Such conduct is sufficiently severe, persistent or pervasive such that it limits a student's ability to participate in or benefit from an education program or extracurricular sport/activity or it creates a hostile or abusive educational environment. For a one-time incident to rise to the level of harassment, it must be severe.

Any conduct of a sexual nature directed by a student toward a staff member or by a staff member to a student is presumed to be unwelcome and shall constitute sexual harassment.

Acts of verbal or physical aggression, intimidation or hostility based on sex, but not involving conduct of a sexual nature may also constitute sexual harassment and/or sexual discrimination.

Utilization of social media to post, transmit, or otherwise electronically distribute images, descriptions, or allegations of a sexual nature, whether the subject and sender consent, may constitute sexual harassment.

Possession of portable devices (smartphones, tablet computers, laptop computers, etc.) that contain downloaded, texted, emailed, messaged or chatted versions of the aforementioned images, descriptions, or allegations of a sexual nature, may also constitute sexual harassment.

Sexual harassment as defined above may include but is not limited to:

Sex-oriented verbal "kidding," abuse, or harassment,
Pressure for sexual activity,

Repeated remarks to a person with sexual implications
Unwelcome touching, such as patting, pinching, or brushing against the body of another,
Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, team or activity participation, or similar personal concerns,
Using social media or other electronic means to distribute images or stories of a sexual nature,
Sexual violence.

Reporting, investigation, and sanctions

Students ~~are encouraged to~~should report all incidents of sexual harassment to a teacher, counselor or administrator in their school building and file a complaint, through the ~~District's~~ compliance process, referencing policy AC-~~and~~ regulation AC-R, and Title IX for substantive support. All reports and indications from students, ~~District employees,~~ and third parties shall be forwarded to the ~~compliance officer~~district's compliance officer.

All matters involving sexual harassment reports shall remain confidential to the extent possible as long as doing so does not preclude the district from responding effectively to the harassment or preventing future harassment. Filing of a complaint or otherwise reporting sexual harassment shall not reflect upon the individual's academic or employment status, ~~or~~ affect grades, nor impact team or activity participation.

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred shall be investigated.

Any student found to have engaged in sexual harassment shall be subject to a range of accountability process outcomes, including, but not limited to, being placed on a disruptive behavior plan, suspension, expulsion, and/or participation in a restorative activity, subject to applicable procedural requirements in accordance with applicable law (e.g., Title IX). Conduct of a sexual nature directed toward students by staff members (t~~Teachers,~~ c~~Coaches,~~ a~~Administrators,~~ p~~Paraprofessionals,~~ etc.) or volunteers shall, in appropriate circumstances, be reported as child abuse; reference policy JLF, for investigation by appropriate authorities in conformity with applicable law and Board policy.

Notice and training

Notice of this policy shall be circulated to all District schools and departments and incorporated in all building student handbooks.

All students and District employees shall receive periodic training related to recognizing and preventing sexual harassment. District employees shall receive additional periodic training related to handling reports of sexual harassment.

Adopted: May 16, 1996

Revised: August 13, 1998

Reviewed: August 10, 2000

Revised: July 8, 2010

Revised: July 9, 2015

Revised: September 12, 2019

LEGAL REFS:

20 U.S.C. §1681 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*)

C.R.S. 24-34-301 et seq. (*Colorado Civil Rights Division procedures*)

CROSS REFS:

AC, Nondiscrimination/Equal Opportunity

AC-R, Nondiscrimination/Equal Opportunity (Complaint and Compliance Process)

AC-E-1, Nondiscrimination/Equal Opportunity (Sample Notice)

[JLF](#), Reporting Child Abuse/Child Protection

JLF-R, Reporting Child Abuse/Child Protection

Title	Nonresident Tuition Charges
Designation	JFABA
Office/Custodian	Education/Director of Culture & Services

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 the Board's policy on continuing enrollment of students who become nonresidents.

When a nonresident student with a disability applies to enroll in a 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.

The 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

[Reviewed: September 12, 2019](#)

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

Title	Student Expression Rights
Designation	JICED
Office/Custodian	Education/Director of Culture & Services

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

[Reviewed: September 12, 2019](#)

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

Title	Students of Legal Age
Designation	JID
Office/Custodian	Education/Director of Culture & Services

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
[Reviewed: September 12, 2019](#)

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

Title	Pregnant/Married Students
Designation	JIE/JIG
Office/Custodian	Education/Director of Culture & Services

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

Reviewed: September 12, 2019

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	Discipline of Students with Disabilities
Designation	JK-2
Office/Custodian	Education/Executive Director of Individualized Education

Title Discipline of Students with Disabilities
Designation JK-2
Office/Custodian Education/Executive Director of Individualized Education

Students with disabilities are neither immune from a school District's disciplinary process nor entitled to participate in programs when their behavior impairs the education of other students. Students with disabilities who engage in disruptive activities and/or actions dangerous to themselves or others will be disciplined in accordance with their Individual Education Plan (IEP), any behavioral intervention plan, and this policy.

Nothing in this policy shall prohibit an IEP team from establishing consequences for disruptive or unacceptable behavior as a part of the student's IEP and/or behavior intervention plan.

Suspensions, expulsions and provision of services

Students with disabilities may be suspended for up to ten (10) school days in any given school year for violations of the Student Code of Conduct. These ten (10) days need not be consecutive. During any such suspension, the student shall not receive educational services.

A disciplinary change of placement occurs when a student is removed for more than ten (10) consecutive school days or subjected to a series of removals that total ten (10) school days and constitute a pattern of removal under governing law. totals ten (10) days:

Upon the eleventh (11) school day of suspension or removal when such suspension or removal does not result in a disciplinary change of placement, education services shall be provided to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's Individualized Education Plan Program (IEP). Administrative personnel, in consultation with at least one of the student's teachers, shall determine the education services to be provided the student during this period of suspension or removal.

When a student is expelled or subject to a removal that results in a disciplinary change of placement, educational services shall be provided as determined by the student's (IEP) team to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting his or her IEP goals.

Prior to expulsion or other disciplinary change in placement, the student's parent/guardian shall be notified of the decision to take such disciplinary action and of their procedural safeguards. This notification shall occur not later than the date on which such decision is made.

Manifestation Determination

Within ten (10) school days from the date of the decision to take disciplinary action that will result in a disciplinary change of placement, relevant members of the student's IEP team, including the student's parent/guardian, shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent/guardian, to determine whether the student's behavior was a manifestation of the student's disability.

The team shall determine:

1. Whether the student's conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; and
2. Whether the student's conduct in question was the direct result of the school's failure to implement the student's IEP.

If the answer to either of these two questions is "yes", the student's behavior shall be deemed to be a manifestation of the student's disability.

Disciplinary action for behavior that is not a manifestation

If the team determines that the student's behavior was not a manifestation of the student's disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. As stated above, the student shall receive educational services during the period of expulsion or other disciplinary change of placement.

Within a reasonable amount of time after determining that the student's behavior is not a manifestation of the student's disability, the student may receive, as appropriate, a Functional Behavior Assessment (FBA). In addition, a Behavior Intervention Plan (BIP) may be developed for the student, as appropriate. If a BIP has already been developed, the BIP may be reviewed and modified, as appropriate.

Disciplinary action and/or alternative placement for behavior that is a manifestation

If the team determines that the student's behavior is a manifestation of his or her disability, expulsion proceedings and other disciplinary change of placement will be discontinued. However, the student may be placed in an alternative setting for up to forty-five (45) school days (as discussed below) or the student's placement may be changed for educational reasons as determined by the IEP team or as otherwise permitted by law.

Within a reasonable amount of time after determining that the student's behavior is a manifestation of the student's disability, the student's IEP team shall:

1. Conduct an FBA of the student, unless an FBA has already been conducted; and
2. Implement a BIP for the student. If a BIP has already been developed, the IEP team shall review it and modify it as necessary to address the student's behavior.

Placement in an alternative setting for forty-five (45) days

School personnel may remove a student with disabilities to an interim alternative setting of not more than forty-five (45) school days without regard to the manifestation determination if:

1. the student carried a weapon to school or a district function;
2. the student possessed a weapon at school or a district function;
3. the student possessed or used illegal drugs at school or a district function;
4. the student sold or solicited the sale of a controlled substance at school or a district function;
5. the student inflicted serious bodily injury on another person while at school or a district function; or
6. a hearing officer or court of appropriate jurisdiction so orders.

Such removal to an alternative setting is permissible even if the student's behavior is determined to be a manifestation of the student's disability. The student's IEP team shall determine the educational services to be provided to the student in the alternative setting.

Students not identified as disabled

Students who have been referred but not yet identified as disabled a student with a disability or if the district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred shall be subjected to the same disciplinary measures applied to children with disabilities.

1. the student's parent/guardian has expressed concern in writing to a district supervisory or administrative personnel, or the student's teacher, that the student is in need of special education and related services;
2. the student's parent/guardian has requested an evaluation; or
3. the student's teacher or other district personnel have expressed specific concerns about the student's pattern of behavior directly to the Director of Special Education, a Coordinator of Special Education, Executive Director of Individualized Education or other district personnel.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed, the student shall remain in the district's determined education placement, which can include suspension or expulsion.

The district shall not be deemed to have knowledge that the student is a child with a disability if the parent/guardian has not allowed an evaluation of the student, or the student has been evaluated and it was determined that he/she is not a child with a disability, or if the student was determined eligible for special education and related services, but the parent/guardian refused services.

The Executive Director of Individualized Education shall be consulted prior to consideration of expulsion of a special education student for misbehavior that is not related to his or her handicapping condition.

- Adopted: August 13, 1998
- Revised: November 4, 1999
- Revised: July 8, 2010
- Revised: October 27, 2011
- Revised: June 9, 2016
- Revised: September 12, 2019

LEGAL REFS:

- C.R.S. 22-33-106 (1)(c)
- C.R.S. 22-20-101 *et seq.* (*Exceptional Children's Education Act*)
- 20 U.S.C. §1401 *et seq.* (*Individuals with Disabilities Education Improvement Act of 2004*)
- 34 C.F.R. 300.530-300.537 (*IDEIA regulations*)

CROSS REFS:

- IHBA, Special Education Programs for Students with Disabilities

- JIC, Student Conduct, and subcodes
- JK, Student Discipline, and subcodes
- JRA/JRC, Student Records/Release of Information on Students

Title	Discipline of Students with Disabilities
Designation	JK-2-R
Office/Custodian	Education/Executive Director of Individualized Education

~~Suspensions, expulsions and provision of services~~

~~Students with disabilities may be suspended for up to ten (10) school days in any given school year for violations of the Student Code of Conduct. These ten (10) days need not be consecutive. During any such suspension, the student shall not receive educational services.~~

~~A disciplinary change of placement occurs when a student is removed for more than ten (10) consecutive school days or subjected to a series of removals that totals ten (10) days.~~

~~Upon the eleventh (11) school day of suspension or removal when such suspension or removal does not result in a disciplinary change of placement, education services shall be provided to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's Individualized Education Plan (IEP). Administrative personnel, in consultation with at least one of the student's teachers, shall determine the education services to be provided the student during this period of suspension or removal.~~

~~When a student is expelled or subject to a removal that results in a disciplinary change of placement, educational services shall be provided as determined by the student's (IEP) team to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting his or her IEP goals.~~

~~Prior to expulsion or other disciplinary change in placement, the student's parent/guardian shall be notified of the decision to take such disciplinary action and of their procedural safeguards. This notification shall occur not later than the date on which such decision is made.~~

~~Within ten (10) school days from the date of the decision to take disciplinary action that will result in a disciplinary change of placement, relevant members of the student's IEP team, including the student's parent/guardian, shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent/guardian, to determine whether the student's behavior was a manifestation of the student's disability.~~

~~The team shall determine:~~

- ~~1. Whether the student's conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; and~~
- ~~2. Whether the student's conduct in question was the direct result of the school's failure to implement the student's IEP.~~

~~If the answer to either of these two questions is "yes", the student's behavior shall be deemed to be a manifestation of the student's disability.~~

~~Disciplinary action for behavior that is not a manifestation~~

~~If the team determines that the student's behavior was not a manifestation of the student's disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. As stated above, the student shall receive educational services during the period of expulsion~~

~~or other disciplinary change of placement.~~

~~Within a reasonable amount of time after determining that the student's behavior is not a manifestation of the student's disability, the student may receive, as appropriate, a Functional Behavior Assessment (FBA). In addition, a Behavior Intervention Plan (BIP) may be developed for the student, as appropriate. If a BIP has already been developed, the BIP may be reviewed and modified, as appropriate.~~

~~Disciplinary action and/or alternative placement for behavior that is a manifestation~~

~~If the team determines that the student's behavior is a manifestation of his or her disability, expulsion proceedings and other disciplinary change of placement will be discontinued. However, the student may be placed in an alternative setting for up to forty-five (45) school days or the student's placement may be changed for educational reasons as determined by the IEP team or as otherwise permitted by law.~~

~~Within a reasonable amount of time after determining that the student's behavior is a manifestation of the student's disability, the student's IEP team shall:~~

- ~~1. Conduct an FBA of the student, unless an FBA has already been conducted; and~~
- ~~2. Implement a BIP for the student. If a BIP has already been developed, the IEP team shall review it and modify it as necessary to address the student's behavior.~~

~~Placement in an alternative setting for forty-five (45) days~~

~~School personnel may remove a student with disabilities to an interim alternative setting of not more than forty-five (45) school days without regard to the manifestation determination if:~~

- ~~1. the student carried a weapon to school or a district function;~~
- ~~2. the student possessed a weapon at school or a district function;~~
- ~~3. the student possessed or used illegal drugs at school or a district function;~~
- ~~4. the student sold or solicited the sale of a controlled substance at school or a district function;~~
- ~~5. the student inflicted serious bodily injury on another person while at school or a district function;~~
~~or~~
- ~~6. a hearing officer or court of appropriate jurisdiction so orders.~~

~~Such removal to an alternative setting is permissible even if the student's behavior is determined to be a manifestation of the student's disability. The student's IEP team shall determine the educational services to be provided to the student in the alternative setting.~~

~~Students not identified as disabled~~

~~Students who have been referred but not yet identified as disabled or if the district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred shall be subjected to the same disciplinary measures applied to children with disabilities.~~

- ~~1. the student's parent/guardian has expressed concern in writing to a district supervisory or administrative personnel, or the student's teacher, that the student is in need of special education and related services;~~
- ~~2. the student's parent/guardian has requested an evaluation; or~~
- ~~3. the student's teacher or other district personnel have expressed specific concerns about the student's pattern of behavior to the Executive Director of Individualized Education or other district personnel.~~

~~If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed, the student shall remain in the district's determined education placement, which can include suspension or expulsion.~~

~~The district shall not be deemed to have knowledge that the student is a child with a disability if the parent/guardian has not allowed an evaluation of the student, or the student has been evaluated and it was determined that he/she is not a child with a disability, or if the student was determined eligible for special education and related services, but the parent/guardian refused services.~~

- ~~● Adopted: July 8, 2010~~
- ~~● Revised: October 27, 2011~~
- ~~● Revised: June 9, 2016~~

Title	Student Detention
Designation	JKB
Office/Custodian	Education/Director of Culture & Services

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

Appropriate consideration shall be given to factors of student transportation, traffic patterns, weather, and any other extenuating circumstances.

The age and grade level of the student shall be considered in determining the length of time a student may be detained after school.

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

[Reviewed: September 12, 2019](#)

CROSS REF:

JKD/JKE, Suspension/Expulsion of Students

Title	Disciplinary Removal from Classroom
Designation	JKBA
Office/Custodian	Education/Director of Culture & Services

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 in a manner intended to build relational capacity with students. 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 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

Reviewed: September 12, 2019

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

Title	Disciplinary Removal from Classroom
Designation	JKBA-R
Office/Custodian	Education/Director of Culture & Services

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 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 behaves in a manner that is inconsistent with the code of conduct during a class period or throughout the school day. The teacher may remove a student if the student is not responding positively to restorative interventions by sending the student to the principal 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. 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 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 employ restorative practices to determine if the student is emotionally ready and able to return to class. 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 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.

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 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

Reviewed: September 12, 2019

Title	Students with Food or Environmental Allergies
Designation	JLCDA
Office/Custodian	Education/Executive Director of Individualized Education

Title	Students with Food or Environmental Allergies
Designation	JLCDA
Office/Custodian	Education/Executive Director of Individualized Education

The Board recognizes that many students are being diagnosed with potentially life- threatening food or environmental allergies. To address this issue and meet state law requirements concerning the management of food allergies and anaphylaxis among students, the Board sets forth the following requirements.

Health Care Plan

The school nurse, or a school administrator in consultation with the school nurse, shall develop and implement a health care plan (plan) for each student with a diagnosis of a potentially life-threatening food or environmental allergy. The plan shall address communication between the school and emergency medical services, including instructions for emergency medical responders. If a student qualifies as a student with a disability in accordance with federal law, the student's Section 504 plan, Individualized Education Program (IEP), and/or other plan developed in accordance with applicable federal law shall meet this requirement.

Reasonable Accommodations

Reasonable accommodations shall be made to reduce the student's exposure to agents that may cause anaphylaxis within the school environment. If a student qualifies as a student with a disability in accordance with federal law, the student's Section 504 plan, Individualized Education Program (IEP), and/or other plan developed in accordance with applicable federal law shall meet this requirement.

Access to Emergency Medications

Emergency medications for treatment of the student's food or environmental allergies or anaphylaxis shall be kept in a secure location accessible to designated school staff. Whenever possible and in a timely fashion, the student's parent/legal guardian shall supply the school with the medication needed for treatment of the student's food or environmental allergies or anaphylaxis, unless the student is authorized to self-carry such medication in accordance with Board policy JLCD, Administration of Medications. All medications for potentially life-threatening allergies must be provided by the parent/legal guardian in accordance with Board policy JLCD, Administration of Medications.

Staff Training

The school nurse in consultation with the principal or equivalent school administrator shall determine the appropriate recipients of emergency anaphylaxis treatment training, which shall include those staff directly involved with a student who has a known food or environmental allergy during the school day. At a minimum, the training shall prepare staff to have a basic understanding of food and environmental allergies and the importance of reasonable avoidance of agents that may cause anaphylaxis, the ability to recognize symptoms of anaphylaxis, and the ability to respond appropriately when a student suffers an anaphylactic reaction. The training shall also include instruction in the administration of self-injectable epinephrine.

- Adopted: July 8, 2010
- Reviewed: June 9, 2016
- Reviewed: September 12, 2019

LEGAL REFS:

- 20 U.S.S. 1400 et seq. (*individuals with disabilities Education Improvement Act of 2007*)
- 29 U.S.C. 701 et seq. (*Section 504 of the Rehabilitation Act of 1973*)
- 42 U.S.C. 12101 et seq. (*Americans with Disabilities Act*)
- C.R.S. 22-2-135 (*Colorado School Children's Food Allergy and Anaphylaxis Management Act*)
- C.R.S. 22-32-139 (*policy required regarding management of food allergies and anaphylaxis among students*)
- C.R.S. 25-1.5-109 (*Colorado Department of Public Health and Environment shall develop, maintain and made available a standard form for school districts to gather information concerning students' food allergies*)
- 1 CCR 301-68 (*State Board of Education rules regarding Administration of Colorado School Children's Asthma and Anaphylaxis Act and Colorado School Children's Food Allergy and Anaphylaxis Management Act*)

CROSS REF:

- JLCD, Administering Medications to Students

Title	Screening/Testing of Students (And Treatment of Mental Disorders)
Designation	JLDAC
Office/Custodian	Education/Executive Director of Individualized Education

Title Screening/Testing of Students (And Treatment of Mental Disorders)

Designation JLDAC

Office/Custodian Education/Executive Director of Individualized Education

~~Students shall not be required to submit to any affective education, counseling, psychiatric or psychological methods or procedures for the purpose of diagnosis, assessment, or treatment of any emotional, behavioral, or mental disorder or disability as part of any classroom or instructional activity without parental knowledge and consent. Ordinary classroom instruction, activities, and techniques involving the approved curriculum which teach about affective education, counseling, psychological or psychiatric methods or procedures shall be permissible.~~

~~Licensed school personnel are encouraged to be knowledgeable about affective education, counseling, psychiatric and psychological methods and procedures but shall not be involved in any diagnosis, assessment, or treatment of any type of mental disorder or educational disability unless appropriately certified or properly clinically supervised (as in the case of interns). In accordance with state law, school personnel, including licensed school psychologists, licensed teachers functioning as behavior specialists, licensed school social workers and licensed intervention specialists, are not authorized to practice psychotherapy or utilize any psychiatric or psychological procedure outside of or beyond their area of training, experience, or competence.~~

~~Psychological and diagnostic educational tests shall be administered to students only by appropriately licensed or clinically supervised licensed (i.e. levels C and B authorization, respectively) school personnel employed for this purpose or by interns under their supervision. Adherence to this policy shall ensure quality psychological and specialized educational services and shall protect the educational rights, dignity, and privacy of students and parents/guardians.~~

~~Psychological examination and testing shall be made only after informed and written consent of the student's parents/guardians is obtained, unless the student is of legal age to give informed and written consent. Psychological and cognitive assessment data shall be only one of several criteria for determining any change in a student's educational program. Psychological and cognitive data older than three years shall not be used as the basis for prescriptive teaching or placement.~~

~~Parental permission for evaluation in anticipation of a special education staffing and possible provision of services for a disabled student and any subsequent approval for the provision of such services is governed by state and federal law.~~

~~In all cases, the privacy rights of students must be protected and be consistent with the 2004 Reauthorized IDEA (IDEA) and 2007 Amended ECEA, it is recognized that behavioral and mental health support personnel commonly employed by school districts (i.e. school psychologists, clinical psychologists, social workers, licensed intervention specialists, Board Certified Behavior Analysis (BCBAs), school counselors, and licensed teachers functioning as behavior specialist) may provide consultative and direct services to IEP-supported and regular education students, as part of the Response-to-Intervention (i.e. Three Tiered) service delivery model. However, these services shall be documented by the Problem Solving Team (Student Success Team) in the RtI documentation for regular education students, and in the IEP for special education students.~~

Parents/guardians and eligible students have the right to review, upon request, any survey, assessment, analysis or evaluation administered or distributed by a school to students whether created by the District or a third party. For the purposes of this policy, "eligible student" means a student eighteen (18) years of age or older or an emancipated

minor. Any survey, assessment, analysis or evaluation administered or distributed by a school to students shall be subject to applicable state and federal laws protecting the confidentiality of student records.

Survey, assessment, analysis or evaluation for which consent is required:

Except as otherwise permitted by law, students shall not be required to submit to a survey, assessment, analysis, or evaluation that is intended to reveal information, whether the information is personally identifiable or not, without prior written consent of the parent/guardian or eligible student, if that survey, assessment, analysis, or evaluation reveals information in the following area (“protected information”):

1. political affiliations or beliefs of the student or the student’s parent/guardian
2. mental or psychological problems-conditions of the student or the student’s family
3. sexual behavior or attitudes
4. illegal, antisocial, self-incriminating or demeaning behavior
5. critical appraisals of other individuals with whom the student has a close family relationship
6. legally recognized privileged or analogous relationships, such as those with lawyers, physicians and ministers
7. religious practices, affiliations or beliefs of the student or the student’s parent/guardian
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program)

~~8-9.~~ social security number.

School personnel responsible for administering any such survey, assessment, analysis or evaluation shall give written notice at least two weeks in advance to the student’s parent/guardian or the eligible student and shall make a copy of the document available for viewing at convenient times and locations. The notice shall offer to provide the following written information upon request:

1. records of information that may be examined and required in the survey, assessment, analysis or evaluation
2. the means by which the records or information shall be examined, reviewed, or disseminated
3. the means by which the information is to be obtained
4. the purposes for which the records or information are needed
5. the entities or persons, regardless of affiliation, who will have access to the information, and
6. a method by which a parent/guardian can grant or deny permission to access or examine the records or information.

These notice provisions also apply to any survey, analysis or evaluation funded by the U.S. Department of Education.

Exceptions to policy:

~~These notice provisions also apply to any survey, analysis or evaluation funded by the U.S. Department of Education.~~

Nothing in this section of the policy shall:

1. prevent a student who is working under the supervision of a journalism teacher or sponsor from preparing or participating in a survey, assessment, analysis or evaluation without obtaining consent as long as such participation is not otherwise prohibited by law
2. be construed to prevent a District employee from reporting known or suspected child abuse or neglect as required by state law;
3. be construed to limit the ability of a health professional that is acting as an agent of the District to evaluate an individual child
4. be construed to require parental notice or consent for a survey, assessment, analysis or evaluation related to educational products or services for or to students of educational institutions. These products and services include, but are not limited to the following:
 - college or other postsecondary education recruitment or military recruitment activities
 - book clubs, magazines and programs providing access to low-cost literary products
 - curriculum and instructional materials used by District schools
 - tests and assessments used by District schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students
 - the sale by students of products or services to raise funds for school-related or education-related activities
 - student recognition programs
5. be construed to require parental notice or consent for assessments used to collect evidence of what a student knows and is able to do and to measure a student's academic progress toward attaining the District's academic standards
- 6. limit the ability of the District to administer a suicide assessment or threat assessment.

Surveys, assessment, analysis or evaluation for marketing purposes:

Parents/guardians and eligible students shall receive notice and have the opportunity to opt a student out of activities involving the collection, disclosure or use of personal information collected from the student for the purpose of marketing or selling that information or otherwise providing the information to others for that purpose.

Annual Notice

At the beginning of each academic year, the District shall inform parents/guardians and eligible students that the parent/guardian or eligible student has the right to consent before students are required to submit to a survey that concerns one or more of the protected areas and to opt out of the following:-

1. activities involving the collation, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information;
2. the administration of any protected information survey; or

3. any non-emergency, invasive physical examination or screening (other than a hearing, vision or scoliosis screening) that is:
 - required as a condition of attendance;
 - administered by the school and scheduled by the school in advance; and
 - not necessary to protect the immediate health and safety of the student or of other students.

Psychiatric/psychological/behavior testing methods or procedures:

School personnel are prohibited under state law from recommending or requiring the use of psychotropic drugs for students. They are also prohibited from testing or requiring testing for a student's behavior without giving notice to the parent/guardian describing the recommended testing and how any test results will be used. Prior to conducting any such testing, school personnel shall obtain written permission from the parent/guardian or eligible student in accordance with applicable law.

School personnel are encouraged to discuss concerns about a student's behavior with the parent/guardian, and such discussions may include a suggestion that the parent/guardian speak with an appropriate health care professional regarding any behavior concerns that school personnel may have identified. ~~As noted in the initial sections of this policy, only~~ Only appropriately licensed ~~or certified~~ personnel may expose students to ~~affective education, behavioral counseling, any psychiatric or~~ and psychological procedures and methods ~~employed~~ for the purposes of diagnosis, assessment or treatment of any emotional, behavioral, or mental disorder or disability. ~~and prescriptive or targeted intervention. Such methods or procedures may only be performed after acquiring written permission from a student's parent/guardian or from the student in those circumstances in which federal or state law allows the student to obtain such services in confidence or without prior notice to the parent/guardian.~~

~~Licensed school personnel are encouraged to be knowledgeable about affective education, counseling, psychiatric and or psychological methods and procedures but shall not be involved in any diagnosis, assessment, or treatment of any type of mental disorder or educational disability unless appropriately certified. or properly clinically supervised (as in the case of interns). In accordance with state law, school personnel, including but not limited to licensed school psychologists, licensed teachers functioning as behavior specialists, licensed school social workers and licensed intervention specialists, are not authorized to practice psychotherapy or utilize any psychiatric or psychological procedure outside of or beyond their area of training, experience, or competence.~~

~~Ordinary classroom instruction, activities, and techniques involving the approved curriculum which teach about affective education, counseling, psychological or psychiatric methods or procedures shall be permissible and considered outside the scope of this policy. It is understood there is a significant difference between practicing therapy and providing activities that may be therapeutic in nature. Any teacher who questions whether a planned activity is one involving psychiatric or psychological methods or procedures for which the teacher may not be properly licensed or certified shall consult with the school principal.~~

Special Education Evaluation

~~The giving of Pparental permission for evaluation or reevaluation of a student with disabilities and any required consent to the provision of special education services to a student with disabilities in anticipation of a special education staffing and possible provision of services for a disabled student and any subsequent approval for the provision of such services is governed by state and federal law and is outside the scope of this policy.~~

- Adopted: September 7, 2000
- Revised: November 11, 2010
- Revised: June 9, 2016

- Revised: September 12, 2019

LEGAL REFS:

- C.R.S. 13-22-101 (*18 is age of competence for certain purposes*)
- C.R.S. 22-1-123 (*district shall comply with federal law on protection of pupil rights; Colorado provisions regarding survey, analysis and evaluation of students*)
- C.R.S. 22-32-109(1)(ee) (*duty to adopt policy prohibiting personnel from ordering behavior tests without parent permission*)
- C.R.S. 22-32-109.2 (*screening and treatment of emotional/mental disorders or disabilities*)
- C.R.S. 27-65-103 (*voluntary applications for mental health services*)
- 20 U.S.C. 1232g (*Family Education Rights and Privacy Act*)
- 20 U.S.C. 1232h (*protection of pupil rights*)

CROSS REFS:

- GBEB, Staff Conduct
- GCS, Professional Research and Publishing
- IKA, Grading/Assessment Systems
- JLCA, Physical Examination of Students
- JRA/JRC, Student Records/Release of Information on Students
- LC, Relations with Education Research Agencies

Title	Early Dismissal of Students
Designation	JLIB
Office/Custodian	Education/Director of Culture & Services

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:

No student shall be released from school early on the basis of an invalidated telephone call.

Students of divorced or legally separated parents may be released to the custodial or a noncustodial parent unless there is a court order that restricts the access of the noncustodial parent. Or other authorized adults may pick up students with the approval only upon the approval of the custodial or noncustodial 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

Revised: September 12, 2019

CROSS REF:

[KBBA](#), Custodial and Noncustodial Parent Rights and Responsibilities

Title	Early Dismissal of Students
Designation	JLIB-R
Office/Custodian	Education/Director of Culture & Services

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

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.

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.

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.

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.

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

[Reviewed: September 12, 2019](#)

Title	Student Records/Release of Information on Students (Notification to Parents and Students on Rights Concerning Student Educational Records)
Designation	JRA-E-1/JRC-E-1
Office/Custodian	Education/Director of Culture & Services

The Family Educational Rights and Privacy Act ("FERPA") and Colorado law afford parents/guardians (parents) and students over 18 years of age (eligible students) certain rights with respect to the student's education records, as follows:

1. The right to inspect and review the student's education records within a reasonable time period after the request for access is made (not to exceed 45 days). See JRA/JRC-R.
2. The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights. See JRA/JRC-R.
3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA and state law authorize disclosure without consent. See JRA/JRC.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW,
Washington, DC 20202-8520.

5. The right to refuse to permit the designation of any or all of the categories of directory information. See JRA/JRC.

The right to request that information not be provided to military recruiting officers. See JRA/JRC and JRA/JRC-E-2.

Adopted: September 7, 2000

Revised: July 12, 2001

Revised: July 10, 2003

Reviewed: July 8, 2010

Revised: June 30, 2011

Revised: July 14, 2016

[Reviewed: September 12, 2019](#)

Title Student Records/Release of Information on Students (Opt-Out form for Student Image Publishing)

Designation JRA-E-3/JRC-E-3

Office/Custodian Education/Director of Culture & Services

PHOTO/IMAGE RELEASE FORM

School District 49 often takes photos and videos and invites members of the media into its schools to tell the story of our mission to prepare every child for success. We appreciate your cooperation and consent in allowing us to capture imagery of your student(s) for our use in various mediums. This includes, but not limited to, external media outlets such as television and newspaper, as well as internal media producers who update the district's website, participatory media platforms, advertisements, promotional materials and other online and offline publications. First and last name, grade level, age and school may be provided to identify students, a standard practice in news reporting. Additionally, media outlets are instructed to adhere to media ground rules before conducting interviews or taking photos. While photographing or interviewing a student under 18 years old, media must avoid publishing...

1. where a student lives, or how they travel to school.
2. whom a student lives with or the times they're at home.
3. social security numbers, foreign identification numbers, phone numbers (parents only), date of birth (age is acceptable) or birthplace (unless relevant to the story).
4. photographs of a parent or guardian's vehicle used for school transportation (only tight photographs of entry or egress, or passenger compartments are permitted).
5. photographs exhibiting groups of students, where facial features are reasonably sharp and identifiable, unless a media permission is verified for each student.
6. photographs or information about a student who is accused of a crime, or who witnessed a crime, without approval from the district's communications director.
7. student information collected without the awareness of a staff member, such as a communications department representative, teacher, principal or zone leader.

The goal of this service is to provide the public with access to district information via promotion of resource sharing, collaboration and communication. You have our assurance that these images will be used only for official purposes and with the respect and consideration to which you are entitled.

I, _____, deny School District 49 permission to use the photographic and video images taken of my student(s) for any official publication, representation, exhibit, video or other print or digital format. I further deny District 49 rights to provide images of my student(s) to the media, as part of any official district business.

Please provide names for any minor(s) for which you are denying permission:

Signature: _____ Date: _____

Title	Student Records/Release of Information on Students (Review, amendment and hearing Procedures)
Designation	JRA-R/JRC-R
Office/Custodian	Education/Director of Culture & Services

In accordance with policy JRA/JRC, this regulation contains the procedures to follow when a parent or eligible student seeks to review or challenge the content of student education records.

Request to review student education records

1. The parent or eligible student shall submit a written request to the principal of the school attended by the student, asking to review the student's education records.
2. Upon receipt of the written request, the principal or designee shall set a date and time for inspection and review of the records (usually within three working days after the request has been made).
3. The parent or eligible student shall examine the student's education records in the presence of the principal and/or other person(s) designated by the principal. The record itself shall not be taken from the school building.
4. During inspection and review of the student education records by a parent or eligible student and when requested by them, the principal will provide personnel necessary to give explanations and interpretations of the records.
5. Upon request, one copy of the record shall be provided within a reasonable time to the parent or eligible student at a cost of \$.25 per page.

Request to amend student education records

1. The parent or eligible student shall submit a written request to the principal [or appropriate school official], clearly identifying the part of the record to be amended and specifying why the record is inaccurate, misleading or otherwise violates the student's privacy rights.
2. The written request to amend the student's education records must be made in writing within 10 school days of the date the records were first examined by the parent or eligible student, unless additional time is granted the district for good cause shown.
3. If the principal or school official denies the request to amend the student education record, the principal/school official shall notify the parent or eligible student of the decision and advise him or her of the right to a hearing to appeal the denial.

Request for a formal hearing

A request for a formal hearing must be made in writing and addressed to the Chief Education Officer. The District's response to the request shall be mailed within 10 school days.

The hearing shall be held in accordance with the following:

1. The hearing will be held within 25 school days after receipt of the request. Notice the date, place and time of the hearing will be forwarded to the parent or eligible student by certified mail.
2. The hearing will be conducted by a principal or higher administrative official as designated in writing by the Chief Education Officer. The official conducting the hearing shall not be the principal who made the initial decision nor shall it be anyone with a direct interest in the outcome of the hearing.
3. Parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or represented by individuals of their choice at their own expense, including an attorney.

4. The official designated above shall make a decision in writing within 20 school days following the conclusion of the hearing and shall notify the parent or eligible student of that decision by certified mail.
5. The decision of the official shall be based upon the evidence presented at the hearing and shall include a summary of the evidence and the reason for the decision.
6. The decision shall include a statement informing the parents or eligible student of the right to place in the student education record a statement commenting upon the information in the records and/or setting forth any reason for disagreement. Any explanation placed in the records shall be maintained by the District. If the student education record is disclosed by the District to any other party, the explanation shall also be disclosed to that party.

Adopted: June 30, 2011

Revised: July 14, 2016

Reviewed: September 12, 2019

Title	Parent Involvement in Education
Designation	KB
Office/Custodian	Education/Executive Director of Learning Services

Title	Parent Involvement in Education
Designation	KB
Office/Custodian	Education/Executive Director of Learning Services

The Board of Education believes that the education of each student is a responsibility shared by the school as well as parents. The Board recognizes the need for a constructive partnership between the District and parents that provides for two-way communication and fosters educational support for students and parents. In this policy, the word “parent” also includes guardians and other members of a student’s family involved in the student’s education.

In keeping with these beliefs, it is the intention of the District to cultivate and support active parental involvement.

To that end all District schools shall:

1. Consult with and encourage parents to share in school planning and in the setting of objectives through the School Accountability Committees (SAC).
2. Help parents understand the educational process and their role in supporting student achievement.
3. Inform parents of school choices within the District, including but not limited to, information on open enrollment, choice programs and charter school options.
4. Provide opportunities for parents to be informed about their student’s progress toward attaining proficiency on state and District content standards.
5. Provide appropriate avenues for parents to find support in their role.
6. Encourage formal organizations for parents at each school building as well as at the District level.
7. Provide information related to school and parent programs, meetings and other activities to the parents of all children in a format and, to the extent practicable, in a language the parent can understand.
8. Provide such other reasonable support for parental involvement activities as parents may request.

The Board also recognizes the special importance of parental involvement to the success of its Title I and Limited English Proficient (LEP) programs and directs the Chief Education Officer or designee to ensure that the District and schools jointly develop with parents written parent involvement policies that meet the requirements of federal law.

- Adopted: August 12, 2010
- Revised: October 27, 2011
- Reviewed: July 14, 2016
- Reviewed: September 12, 2019

LEGAL REFS:

- C.R.S. 22-7-301 et seq. (*measures to increase parental involvement in public education*)
- C.R.S. 22-11-302 (1)(g) (*duties of the district accountability committee include increasing parent engagement*)
- C.R.S. 22-11-402 (1)(h) (*duties of the school accountability committees include increasing parent engagement*)
- C.R.S. 22-30.5-109 (*publicity regarding educational options*)
- C.R.S. 22-32-142 (1) (*board must adopt parent engagement policy and identify a district employee to act as “point of contact”*)

CROSS REFS:

- AE, Accountability/Commitment to Accomplishments
- AEA, Standards Based Education
- IHBIB, Primary/Preprimary Education
- KB, Public Information and Communications
- KBA, Title I Parent and Family Engagement
- [KBA-E](#), Title I Parent Involvement
- KD, Public Information and Communications

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

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 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 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. Learning Services representative
4. Director of Culture and Service
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 CEO. The CEO will have all information regarding the activities and decisions, which occurred prior to the appeal being reviewed. The CEO will then review the preceding decisions before announcing a decision. The CEO's written decision will be transmitted to the Board and the complainant.

g. 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 in the context of the complainant's objection to the instructional resources. The Board will deliver a decision following the special session.

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

[Reviewed: September 12, 2019](#)

CROSS REF:

IJ, Instructional Resources and Materials

IMB, Teaching about Controversial Issues and Use of Controversial Materials

Title Public Concerns/Complaints about Instructional Resources
Designation KEC-E
Office/Custodian Education/Director of Culture & Services and Executive Director of Learning
 Services

Please fill in all applicable information and submit this form to the building principal.

Title _____

Author _____

Publisher/or Producer _____

Please describe the type of material in question (i.e. book, movie, article, audio clip, website, software, application, etc.): _____

School in which material is used: _____

Request initiated by: _____

Telephone: _____

Address: _____

Complainant Represents: _____ 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 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 audio material? ____ (yes) ____ (no)

If no, which parts? _____

7. Are you aware of the judgment of this material by literary, film, or 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?

() Restrict the use of this material as follows:

() 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?

Signature of complainant

Date

Adopted: October 29, 1999

Revised: August 11, 2016

Reviewed: September 12, 2019

BOARD OF EDUCATION ITEM 10
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Brett Ridgway, Chief Business Officer

TITLE OF AGENDA ITEM: Update on Aspen View Homes Land Dedication Transfer Request

ACTION/INFORMATION/DISCUSSION: Work Session Discussion

BACKGROUND OR RATIONALE The District 49 Board of Education approved a request to transfer land from a developer for the next District-Operated school location. That parcel is a ~22 acre site in the Forest Meadows area whose Northwest boundary is located at the intersection of Cowpoke Road and Forest Meadows Avenue

RELEVANT DATA AND EXPECTED OUTCOMES: Melissa Andrews, Community & Facility Planning Manager, made that request on May 2, 2019, to Aspen View Homes who, through one of their related entities (Colorado Land Acquisition LLC) is the current owner of that parcel. Aspen View replied with an unsatisfactory response on June 19, 2019. The D49 Board of Education issued a resolution to continue the pursuit on July 11, 2019. Brett Ridgway, Chief Business Officer, communicated that resolution to Aspen View Homes on July 16, 2019. No response has been received to either that communication or a follow up email specifically asking for an update just prior to this board meeting.

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	<i>Purpose & Teamwork have been and will be even more evident in this pursuit of appropriate behavior by the current owner of the land parcel in question.</i>
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	<i>The community participation is wide with the City of Colorado Springs involved as well as members of the residential builder, development and construction community.</i> <i>Growing the portfolio is both a qualitative and quantitative pursuit. This additional site request serves both priorities.</i>

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Seek and receive any additional/different guidance from the Board of Education should you so desire.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 21, 2019



Brett Ridgway <bridgway@d49.org>

Re: Land dedication request

Brett Ridgway <bridgway@d49.org>

Tue, Aug 20, 2019 at 3:07 PM

To: Timothy Buschar <tbuschar@aspenviewhomes.net>

Cc: "Melissa Andrews (mandrews@d49.org)" <mandrews@d49.org>, "Daniel Sexton (Daniel.Sexton@coloradosprings.gov)" <Daniel.Sexton@coloradosprings.gov>, Kevin Butcher <kevinbutcher@d49.org>, Kevin Hart <khart@viewhomesinc.com>, Dan Romano <dromano@aspenviewhomes.net>

Mr. Buschar:

The D49 Board of Education has asked for an update on the status of the request for transfer of the 22 acre site dedicated for a D49 school whose was requested on May 2, 2019. Your July 16 communication indicated you intended to pursue a Master Plan resubmittal, but we are not aware that any such request has been submitted. Is a transfer of the land on the horizon?

Please advise.

Sincerely,

Brett Ridgway
Chief Business Officer



*Providing stewardship, customer service and
communication through and with our business team*

On Tue, Jul 16, 2019 at 12:09 PM Brett Ridgway <bridgway@d49.org> wrote:

Mr. Buschar:

Thank you for your email. The letter from Kevin Hart dated June 19, 2019 was not well received by District 49 staff or the D49 Board of Education. As a result, the Board of Education, at its regular meeting of July 11, 2019, directed D49 staff to be clear in communications with city planning officials, city staff and other representatives of the City of Colorado Springs. The Board of Education directed that District 49 will not, and shall not, support any requested amendment of the Woodmen Heights Master Plan by Aspen View Homes. This direction, and District 49's official position, will stay in place until and unless the full 22 acre site of land previously dedicated, and documented as such in master plan documents over the course of many years, has been transferred to District 49.

As this action was and is a matter of public record, I have attached a copy of the executed resolution as well as the record of its action on July 11, 2019.

We anticipate that Aspen View Homes will honor its obligation, resulting in the completion of the land transfer originally requested on May 2, 2019, so that planning for a new D49 middle school on that site can begin forthwith.

Sincerely,

Brett Ridgway
Chief Business Officer



*Providing stewardship, customer service and
communication through and with our business team*

On Tue, Jul 16, 2019 at 9:44 AM Timothy Buschar <tbuschar@asperviewhomes.net> wrote:

Melissa,

I am just checking in with you again regarding the letter that was sent to the District on June 19, 2019 regarding the 22 acre site at Woodman Heights. We are preparing our Master Plan resubmittal and hoped to have a response. Can you please let me know the status of the Districts review?

Tim Buschar

Colorado Land Acquisition, LLC

Cell #: 719.306.2976

From: Timothy Buschar
Sent: Monday, July 1, 2019 10:56 AM
To: Melissa Andrews (mandrews@d49.org) <mandrews@d49.org>
Subject: Land dedication request

Melissa,

I just wanted to check in with you regarding our response, I received an auto-reply that you were out when I sent the original email.

Tim Buschar

Colorado Land Acquisition, LLC

Cell #: 719.306.2976

From: Timothy Buschar
Sent: Wednesday, June 19, 2019 4:56 PM
To: Melissa Andrews <mandrews@d49.org>
Cc: Sexton, Daniel <dsexton@springsgov.com>; Brett Ridgway <bridgway@d49.org>; Kevin Butcher <kevinbutcher@d49.org>; Dan Romano (dromano@asperviewhomes.net) <dromano@asperviewhomes.net>; Kevin Hart (khart@viewhomesinc.com) <khart@viewhomesinc.com>
Subject: Land dedication request

Melissa,

Attached is the response to the District 49 letter dated May 2, 2019 regarding the 22 acre site located in Woodmen Heights.

Tim Buschar

Colorado Land Acquisition, LLC

Cell #: 719.306.2976

From: Melissa Andrews <mandrews@d49.org>
Sent: Thursday, May 2, 2019 1:52 PM
To: gregory_shaner@matrixdesigngroup.com; Dan Romano <dromano@aspensviewhomes.net>; Timothy Buschar <tbuschar@aspensviewhomes.net>
Cc: Sexton, Daniel <dsexton@springsgov.com>; Brett Ridgway <bridgway@d49.org>; Kevin Butcher <kevinbutcher@d49.org>
Subject: Fwd: Land dedication request

Good afternoon,

School District 49 is submitting a request for the transfer of land in the Woodmen Heights Master Planned Development. Please see the letter attached.

Thank you!

Melissa Andrews

Community and Facility Planning Manager

School District 49

719-494-8997

mandrews@d49.org

Total Control Panel

Login

To: tbuschar@aspensviewhomes.net

Message Score: 1

High (60): Pass

From: mandrews@d49.org

My Spam Blocking Level: Custom

Medium (75): Pass

[Block this sender](#)

Low (90): Pass

[Block d49.org](#)

Custom (82): Pass

This message was delivered because the content filter score did not exceed your filter level.



Woodmen Heights

Land Dedication Update

Melissa Andrews

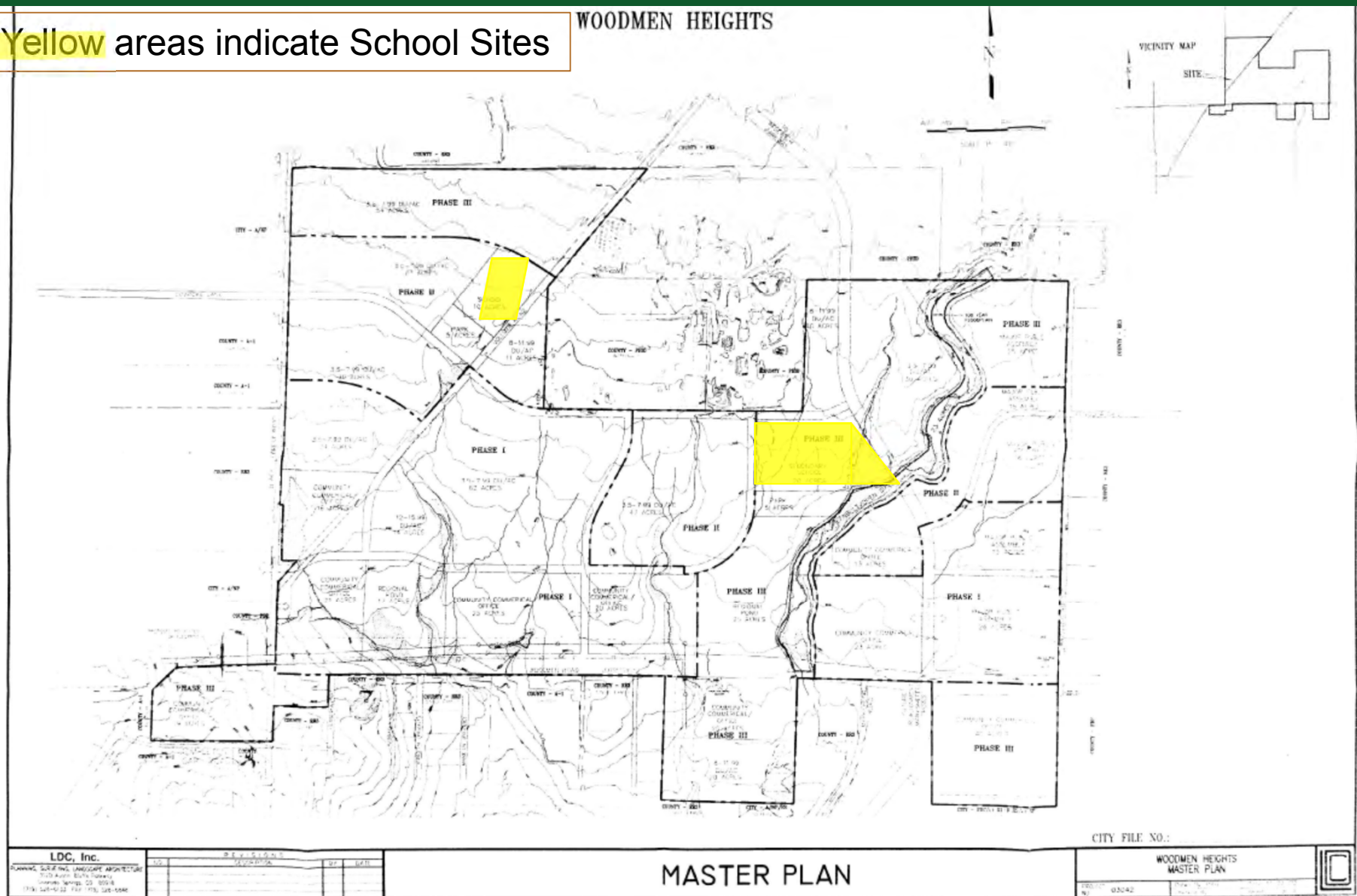
Facility & Community Planning Manager

The Best Choice to Learn, Work and Lead

Woodmen Heights Master Plan - 2003

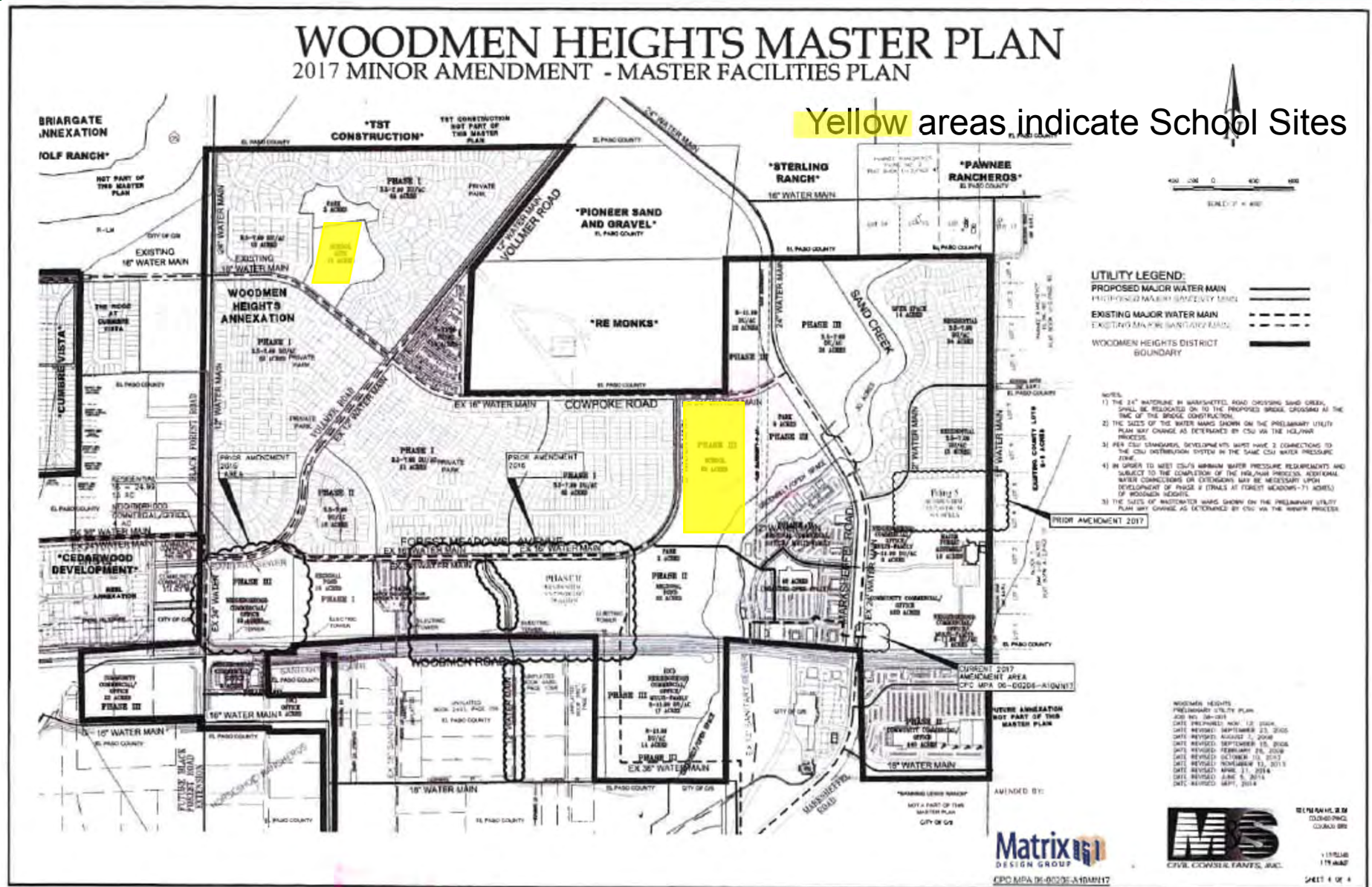
Yellow areas indicate School Sites

WOODMEN HEIGHTS



The Best Choice to Learn, Work and Lead

Woodmen Heights Master Plan - 2017



The Best Choice to Learn, Work and Lead



10850 East Woodmen Road • Falcon, CO 80831
Tel: 719-495-1100 • Fax: 719-494-8922 • www.d49.org

Providing stewardship, customer service and communication with and through our business team

May 2, 2019

To Whom It May Concern,

In the masterplan for Woodmen Heights, a 22 acre school site was set aside for a school district 49 land dedication.

Location Description: 22 acres bound on the West by Forest Meadows Ave, on the North an extension of Cowpoke Rd., on the East by a gas easement and to the South by additional development.

Through extensive master planning, School District 49 has identified this site as the most appropriate location for a new middle school. The purpose in the selection of this site is to provide educational opportunities for a fast growth area in District 49 and to offset overcrowding at Falcon Middle School and Skyview Middle School.

School District 49 respectfully requests the land transfer from the Aspen View Development.

Thank you,

Melissa Andrews
Community and Facilities Planning Manager
719-491-4515
mandrews@d49.org

Brett Ridgway, Chief Business Officer – Assistant Treasurer
Paul Andersen, Director of Human Resources ~ Ron Sprinz, Finance Group Mgr ~ Jodi Poulin, Accounting Group Mgr
Melissa Andrews, Community & Facility Planning Mgr ~ Jim Rohr, Purchasing Mgr ~ Shannon Hathaway, Risk & Benefits Mgr



Land Dedication Request

The Best Choice to Learn, Work and Lead



June 19, 2019

Melissa Andrews
District 49 School District
10850 East Woodmen Road
Falcon, CO 80831

Dear Ms. Andrews:

Aspen View Homes, LLC is in receipt of your letter dated May 2, 2019 and while we can certainly understand the School District's desire/need to provide educational opportunities in a fast-growing area, we are unclear as to the nature of the request contained in your letter. Could you explain as to whether the nature of your request is an unsolicited offer to purchase the property or some form of notice of a governmental taking/eminent domain?

You should know that the property referenced in your letter is currently owned by RAO Investments, LLC and it is not, at this time, marketing or attempting to sell the property. Also, as I am sure you are aware, we have applied to amend the master plan with the City of Colorado Springs related to this property and are currently processing that application. Additionally, we are processing a separate application for a development plan and plat in this area, however, neither application would require a land dedication of this nature under current city code. I am sure you can understand our confusion about your request.

While it is our understanding that the school district and the City of Colorado Springs may have permitted others in this area to record plats and/or develop property without making the required land dedication or payment of school fees, please know that Aspen View Homes has paid all required school fees on its development/building. Finally, neither RAO Investments or Aspen View Homes has agreed to make land dedications or pay fees for others.

Once again, could you please clarify the nature of your request/offer at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Hart", with a long horizontal flourish extending to the right.

Kevin Hart

cc: Daniel Sexton, City of Colorado Springs Land Use Review



Response to the Land Dedication Request

The Best Choice to Learn, Work and Lead



RESOLUTION

Land Dedication Transfer Request at Forest Meadows Avenue & Cowpoke Road

WHEREAS, El Paso County Colorado School District 49 (D49) has been, and continues to be, the fastest growing school district in Colorado; and

WHEREAS, the Woodmen Heights (Forest Meadows) Master Plan identified two schools sites in this area going as far back as at least 2003; and

WHEREAS, the smaller, elementary school, site was requested and transferred appropriately by Challenger Homes on June 26, 2018; and

WHEREAS, the larger, middle school, site is currently owned by Aspen View Homes who has inherited the responsibility of transferring that site, upon request, to District 49; and

WHEREAS, the D49 Board of Education voted to request said parcel at the April 11, 2019 regular meeting from its current owner, that was formalized in a letter from staff on May 2, 2019; and

WHEREAS, in a reply from the current owner of said parcel, the current owner feigned ignorance on their responsibility to transfer the parcel and with conversations, written and verbal, with the City of Colorado Springs, have indicated their intention to not honor the dedication requirement; and

WHEREAS, despite having a strong preference to obtain the currently identified site, District 49, in previous written and verbal conversations have offered to entertain either a full payment for the equivalent amount of Fees in-lieu-of land, or a transfer a different comparably-sized, mutually agreeable, parcel of land and, and having received no valid response to such offer as of July 8, 2018;

NOW, THEREFORE, we, the District 49 Board of Education, direct the Chief Business Officer and staff to pursue transfer of the currently identified site with vigor and with strategies that are responsive to the lack of honorable participation from Aspen View Homes. Such pursuit may include, but not be limited to, withholding support to for requests to endorse permit, plat, and other requests from Aspen View Homes for this or any other project within the boundaries of District 49, obtaining separate, topically expert legal counsel to assist and represent District 49 in this matter, seeking guidance from and providing background to elected and employed persons related to the City of Colorado Springs, and similar action with other related-industry partners of District 49 including home builders, developers, contractors, etc., and other public entities that similarly have, do, or will need land dedication transfer requests, until such time that the full correct and appropriate transfer of the currently identified/dedicated parcel of land has occurred.

Approved and adopted this 11th day of July 2018.



Marie La Vere-Wright, Board President
El Paso County Colorado School District 49

(SEAL)

ATTEST:



Dave Cruson, Board Secretary
Falcon School District 49

STATE OF COLORADO
SCHOOL DISTRICT 49
EL PASO COUNTY

I, Dave Cruson, the Secretary of the Board of Education of School District 49, El Paso County, Colorado (the "District"), do hereby certify that:

1. Attached is a true and correct copy of a resolution (the "Resolution") adopted by the Board of Education (the "Board") at the regular meeting held on **July 11, 2019**.

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

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

Board Member	Yes	No	Absent	Abstaining
Kevin Butcher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Cruson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joshua Fry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Graham	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie La Vere-Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

WITNESS my hand and seal of the District this **11th Day of July 2019**.



Dave Cruson
Secretary, Board of Education

[DISTRICT SEAL]

BOARD OF EDUCATION ITEM 11
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Marie La Vere-Wright, Board President
Donna Garza, Executive Assistant

TITLE OF AGENDA ITEM: Board of Education Resolutions for Colorado Association of
School Boards' Delegate Assembly

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND OR RATIONALE

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.

RELEVANT DATA AND EXPECTED OUTCOMES:

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 30th.

Begin discussions on topics and ideas for legislative action, or suggested revisions or additions to current resolutions by reviewing final resolutions from CASB's 79th Annual Delegate Assembly.

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #5 — 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

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Board members and Chief Officers should propose suggestions for new or revised resolutions for submission to CASB.

APPROVED BY: Marie La Vere-Wright, Board President

DATE: August 14, 2019

PROPOSED RESOLUTIONS FOR CASB 8-28-19

#1 – CASB supports legislation requiring the Colorado Department of Education to collaborate with district and 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 – 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 is not 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.

#2 - 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 - 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.

HB16-1373 allows a student to use medical marijuana on school grounds, on a school bus, or at a school activity if the student's primary caregiver possesses and administers medical marijuana in a non-smokeable form to the student. The primary caregiver shall not administer the medical marijuana in a manner that is disruptive to the educational environment or causes exposure to other students. After the primary caregiver administers the medical marijuana, the primary caregiver shall remove any remaining medical marijuana from the grounds of the preschool or primary or secondary school, the school bus, or school sponsored event. The act allows a school district to adopt policies regarding who may be a primary caregiver and the permissible circumstances regarding the administration of the medical marijuana. 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 UPDATED BY BRETT RIDGWAY

#3 – Reallocate state revenue from marijuana retail sales to school districts for unfunded special education student spends.

*#3 – Rationale – Most of the marijuana taxes collected go into the state general fund. Many constituents believe that all state recreational marijuana revenue goes to the benefit of education since original advocacy for Amendment 64 (2012) led them to that conclusion. High needs special education is the most unpredictable spend for any school district, and allocating these funds to this purpose is a correct and appropriate connection of resource and need.***#4 - CASB supports full federal funding and full funding of the state portion of the Individuals with Disabilities Education Act.**

#4 - Rationale: The federal law requiring schools to meet the needs of students with disabilities offers current federal funding of approximately 16-17 percent of the actual cost. It is time to increase federal funding to the 40 percent standard set by the initial legislation.

#5 ADDED BY PEDRO ALMEIDA

#5 – CASB supports a proposal to use bus video to capture/penalize traffic violators of “Stop” arms on buses.

#5 – Rationale: CASB urges the Colorado General Assembly, the Colorado Department of Education, and the Colorado State Board of Education to support legislation which removes any barriers to the use of school bus video systems to identify and as evidence to penalize violators of existing traffic laws, which require drivers to stop when a school bus is loading/unloading students at school bus stops. Increased communication and enforcement of existing traffic laws will enhance student safety across Colorado.



FINAL RESOLUTIONS

78th Annual Delegate Assembly

Adopted
Saturday, October 20, 2018



Colorado Association of School Boards
CASB.org

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Standing Resolutions

Local Governance

- SR1** 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.
- SR2** Control of instruction, including efforts to restructure and fund public education, must be guided by student needs, improved academic growth and achievement, with responsible use of financial resources as determined by the locally elected school board.
- SR3** 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

- SR4** 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.
- SR5** New legislation must expressly consider cost at the state and local levels and be fully funded before it may be enforced by the state.
- SR6** Existing mandates that are ineffective or that have a larger cost than benefit must be rescinded so local boards may dedicate those financial resources to better use.

Student Academic Growth and Achievement

- SR7** 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.
- SR8** 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.
- SR9** 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.

2019 Legislative Session Resolutions

Submitted by local boards of education or CASB's Legislative Resolutions Committee, the following resolutions adopted in 2018 form the basis of the CASB Legislative Advocacy platform at both the state and federal levels.

Local Governance

- LR1** CASB supports allowing local boards of education to meet in executive session with school district staff for the purpose of determining positions with respect to employee negotiations.
- LR2** CASB supports repeal of the Claire Davis School Safety Act.
- LR3** CASB supports elimination of the state required high school social studies exam.
- LR4** CASB urges the Colorado General Assembly, the Colorado Department of Education and the Colorado State Board of Education to support legislation that requires review and assessment of the effectiveness of existing K-12 education laws and programs to determine whether the laws and programs should be continued, revised, or rescinded. The scope of this review should include the effectiveness of the program, associated costs of the program and ultimately whether the program has advanced the educational outcomes of Colorado students. The review should include participation by school administrators and teachers.
- LR5** CASB supports the authority of local boards of education to hold accountable multidistrict online charter schools operating within their boundaries and to make decisions, including continued operation or closure, based on achievement standards that align with state law and the needs of the local community.
- LR6** 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 recommended by a treating physician.

- LR7** CASB supports a change in existing law to provide that new oil and gas operations should be placed no closer than 1,000 feet from school outdoor activity areas. The local board of education should have control over whether to designate certain parts of its school properties as school outdoor activity areas.
- LR8** CASB encourages the Colorado General Assembly to eliminate portions of Colorado's Student Data Transparency and Security Act that are unduly burdensome and impractical for school districts and supporting organizations to implement.
- LR9** CASB urges the Colorado General Assembly to develop legislation that prohibits use of cell phones (both voice and text) while operating a motor vehicle in school zones unless in a legally parked vehicle or not in a vehicle (persons on foot in safe pedestrian areas).
- LR10** The Colorado Department of Education (CDE) should establish an office, with the directive and funding, to support the recruitment and hiring of teachers in small and rural school districts within the state. The current process of referring prospective teaching candidates to Teachers-Teachers.com may be cost-effective for the individual, but is often prohibitive for Local Education Agencies due to budgetary constraints, disproportional concentration of teachers in specific regions of the state, and a general lack of exposure for the communities in greatest need of new professionals to the marketplace. The advent of job hiring sites like Glassdoor, Indeed.com, ZipRecruiter, and others has been beneficial to the cause, however, a direct liaison between job seekers and the locations that need them the most is the next logical progression. Many administrators feel this connection should be augmented by CDE and its resource capability.
- LR11** CASB supports revising SB 191 teacher evaluation requirements to allow for evaluating non-probationary teachers in alternating years.

Finance

LR12 CASB recognizes that a structural change is needed in how the state funds K-12 education and other critical state and local programs. This structural change includes addressing the negative impacts of constitutional provisions like TABOR and Gallagher, which have put significant strain on the state budget. This has caused the Colorado General Assembly to subject K-12 education to significant budget cuts through the mechanism formerly known as the “negative factor.” Such budget cuts are contrary to the voters’ intent in passing Amendment 23, which called for the state to sustain K-12 education funding at a level equal to the growth in inflation plus enrollment. These budget cuts also significantly threaten the ability for K-12 educators to provide every Colorado child with a thorough and uniform education.

We therefore support actively advocating for the adoption of policies and legislation to provide the Colorado General Assembly with greater flexibility in setting the state budget.

Specifically, we support policies that address the structural imbalance within the state budget created by the current constraints of our state constitution.

LR13 CASB supports full federal funding and full funding of the state portion of the Individuals with Disabilities Education Act.

LR14 CASB supports legislation requiring the Colorado Department of Education to collaborate with district and 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.

LR15 CASB believes the provisions in HB 17-1375, which create a so-called “mill levy equalization fund,” must be repealed or made subject to a new funding source approved by Colorado voters. HB 17-1375 uses general fund revenues to fund this “mill levy equalization fund.” The Budget Stabilization Factor (BSF) is above \$600 million and any general fund money diverted to benefit the students in the Charter School Institute (CSI) schools could and should be used to benefit all Colorado students through a buydown of the BSF. Moreover, about one-third of Colorado school districts also do not have any mill levy override (MLO) funding and providing funds only to CSI schools to

compensate for the lack of MLO funds is unfair and inequitable to the many public schools which do not have access to MLO funds.

- LR16** CASB urges the Colorado General Assembly, the Congress of the United States and the Colorado Department of Education to pursue funding to assist Colorado school districts with funds/programs to defray the costs associated with recycling of electronic equipment.
- LR17** CASB will advocate, upon the approval of Amendment 73 by Colorado voters, consideration for up to 50 percent of the first six months of the 2019 tax collections paid to districts based on per pupil count to be used for facilities to support desperately needed school capital construction projects.
- LR18** CASB will advocate for changes in state law to require that a minimum of an additional \$5 million per year be allocated during each of the next 10 budget years, from marijuana excise tax collections or other streams of revenue that may become available, to allow the Building Excellent Schools Today (BEST) program to continue multi-year financing of large-scale capital facilities improvement projects for schools and districts in dire need, thereby allowing the BEST program to continue awarding multi-year financed projects until current Certificates of Participation payments are made in full and such funds become available to continue the financing of projects.
- LR19** CASB advocates the Building Excellent Schools Today program be given authority to spend down all reserves in excess of their one-year requirement.
- LR20** CASB encourages the Colorado General Assembly to continue to fund and expand social-emotional health supports (preventative and reactive) within Colorado, specifically for P-12 school-age youth.
- LR21** CASB urges the Colorado General Assembly to continue the additional funding of rural schools that was approved in SB 17-267, called the “Sustainability of Rural Colorado.”
- LR22** CASB urges the Colorado General Assembly to continue to fund educator preparation programs as well as educator recruitment and retention programs in order to reduce and eventually eliminate current and future educator shortages. Additionally, CASB urges the Colorado General Assembly to implement financial incentives such as loan forgiveness to those educators choosing to teach in small and rural school districts.

Student Academic Growth and Achievement

- LR23** CASB supports modernizing the seat time requirements for student funding to allow for a more streamlined approach for funding of blended learning (learning which takes place both in class and online).
- LR24** CASB urges the Colorado State Board of Education and Colorado Department of Education to change the School Performance Frameworks to implement a fairer school and district scoring system by recommending:
- Replacing “curve and percentile” based cut points with straight “percentage” based final assessment scoring.
 - Providing equity statewide for homogeneous and non-homogeneous student populations.
 - Modifying the definition of post-secondary success to account for traditional and non-traditional matriculation pathways.
- LR25** CASB encourages revisions in state law and rules to allow the Colorado Department of Education flexibility to adjust current timelines for Academic Standard Review. Currently, all 10 content areas are updated in one year, followed by a two-year implementation period; for a total of six years for the entire cycle.
- LR26** CASB believes that it is imperative for the state of Colorado to adopt an official definition of dyslexia as defined by the National Institute of Health in agreement with the International Dyslexia Association. We support early screening, professional development for educators, and additional funding to support the needs of these students.

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

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BOARD OF EDUCATION ITEM 12
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Chief Officers

TITLE OF AGENDA ITEM: Monthly Chief Officer Reports

ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND OR RATIONALE

The chief officers will provide an update to the board on district activity in their respective areas.

RELEVANT DATA AND EXPECTED OUTCOMES:

To provide timely information to the board.

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Information only.

APPROVED BY: Brett Ridgway, Chief Business Officer; Peter Hilts, Chief Education Officer

DATE: August 14, 2019



CHIEF OPERATIONS OFFICER REPORT

OPERATIONS DEPARTMENTS PERFORMANCE REPORT – WS 08/28/19

COO SUMMARY

Operations Department staff members have been hard at work preparing for and supporting school openings across D49. This summer saw the completion of (or significant progress on) a number of major projects to include Blue Point Alert System and improved wireless access points installation in most of our secondary schools; installation of window security films in select areas of our buildings; the building of the Construction Trades Building at PHS; modifying a modular unit for Head Start program at FES; numerous P2 projects; the move of a large number of district administrative staff to Creekside Success Center where we will gain efficiencies in staff operations; and the opening of Inspiration View Elementary School.

In August, the Director of Communications, Director of Safety and Security, CEO and COO coordinated to provide Critical Incident Management training and discussions with our school leaders, in order to further enhance their preparedness for various types of critical incidents on their campuses. Planning continues for introducing armed security staff in D49. In September, we will continue our successful Enhanced Security Community Advisory Team (ESCAT) meetings, where we will discuss and review potential security enhancements for D49. We will also continue our Strategic Facilities Working Group planning sessions to prepare for future district growth and to identify facilities or functions requiring investment in order to support the functioning of the district. In September, we will also conduct three community briefings (on Sep 10, Sep 11, and Sep 16) to inform our public and provide the opportunity for discussion on planning for district growth.

Regards

Pedro Almeida
Chief Operations Officer



CHIEF OPERATIONS OFFICER REPORT

OPERATIONS DEPARTMENTS PERFORMANCE REPORT – WS 08/28/19

DEPARTMENT SUMMARIES

NUTRITION SERVICES

- Back to School training for all staff was held on July 25th
- Working with Administration of Liberty Tree to complete their Retail Food Application

MAINTENANCE & GROUNDS

- Capital Projects Update:
 - Installing thumb turn locks on panic door hardware, awarded and scheduling contractor
 - FMS RTU replacement, heat exchanger replacement, and HMS Boiler addition out to bid
 - FMS front door replacement - complete
 - EEIS fire alarm upgrade waiting for design from contractor
 - PHS ADA restroom compliance project- complete
 - SSAE addition project- Design and permitting stage

INFORMATION TECHNOLOGY

- RFP has been published and sent to various vendors
- WAP Upgrade is moving along 85% complete - We are seeing a major improvement with connectivity
- Researching Penetration Testing and putting together a pitch for an assessment

SECURITY & SAFETY

- Attended 4 Expulsion Hearings
- Blue Point Trainings at numerous schools
- District safety and security 3 day training academy
- Leadership Launch training
- New Teacher training on SRP's and security operations
- Traffic engineer meeting to discuss traffic issues at VRHS
- Continued progress on window security film project. All complete (FZ to complete over Fall Break)
- Radio project complete
- Blue Point install almost complete at secondary locations and IVES

TRANSPORTATION

- Current positions open : 16 - in the hiring and release stages 10
- 9 route drivers
- 5 A/P and relief drivers
- 1 Para
- 1 GenEd Router
- These 16 positions are being covered by 12 office and garage staff, along with 1 Relief driver and 2 relief paras and 8 A/P(trip) drivers when they don't have trips
- Training 4 drivers with a projected release date of Aug. 30th
- 5 driver applicants working on their permits, projected to start training Aug 19th.
 - 1 para applicant projected for release from training on Aug. 30 as well
- We don't have enough current data for our attendance and arrival times yet this year



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July 2019

This month's Business Office Report presents with input from most BOLT members. With the 2019/20 school year and fiscal year now well underway, closing out the Financials from the 2018/19 fiscal year is high on our list of short-term priorities. Human Resources has had a busy summer, as usual, processing nearly 500 personnel requisitions to prepare for 2019/20. Of the 493 total requisitions, we filled 114 with internal candidates, hired 293 new people, and 86 positions remain open. Adding, then, the 293 new staff + 86 opens – 115 new positions in the 2019/20 budget means that just under 14% of staff has changed from the prior year. Not unusual – just 'normal busy'.

Of note on the summer projects for the Business Office was the installation of a new student fee payment system called 'Rycor'. You may recall that in conjunction with last year's conversion of the business system from Widenhammer-Alio to Powerschool-Business Plus, we also introduced PaySchools as a complete solution for paying student fees ranging from Nutrition Services to Transportation to School-based fees. That system, which has existed for many years as a Nutrition Services solution simply did not provide the performance we needed and by early spring of 2019, we determined that it was useful only as a Nutrition Services solution and no more. Therefore, we acted quickly to identify another solution for the Transportation and school-based fees and landed on Rycor. This new system is not an 'add-on' to a larger platform, giving them clarity and focus on this niche of education. Early results have been very positive and so we are encouraged by the improvements we have seen in performance and functionality.

This month's report includes recent economic data that I receive as part of my participation on the Board of Directors for Colotrust – the state's largest Liquid Government Investment Pool, as well as information from the Kiplinger Letter that has long been one of my preferred sources of clear, concise perspectives on political & economic issues - both nationally and globally.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Ridgway", written in a cursive style.

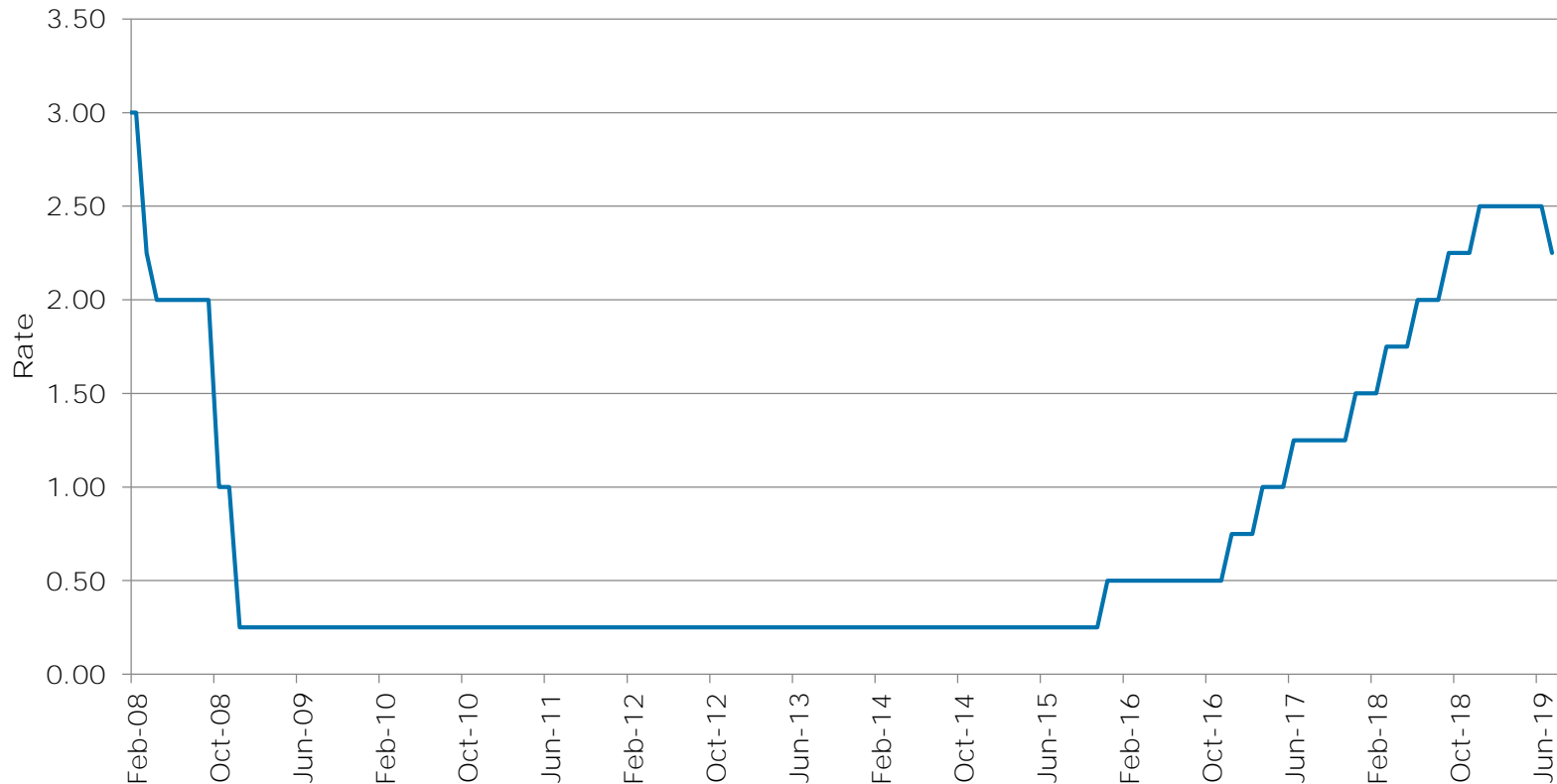
Brett Ridgway, Chief Business Officer – Assistant Treasurer
bridgway@d49.org 719.495.1130



COLOTRUST Economic Update

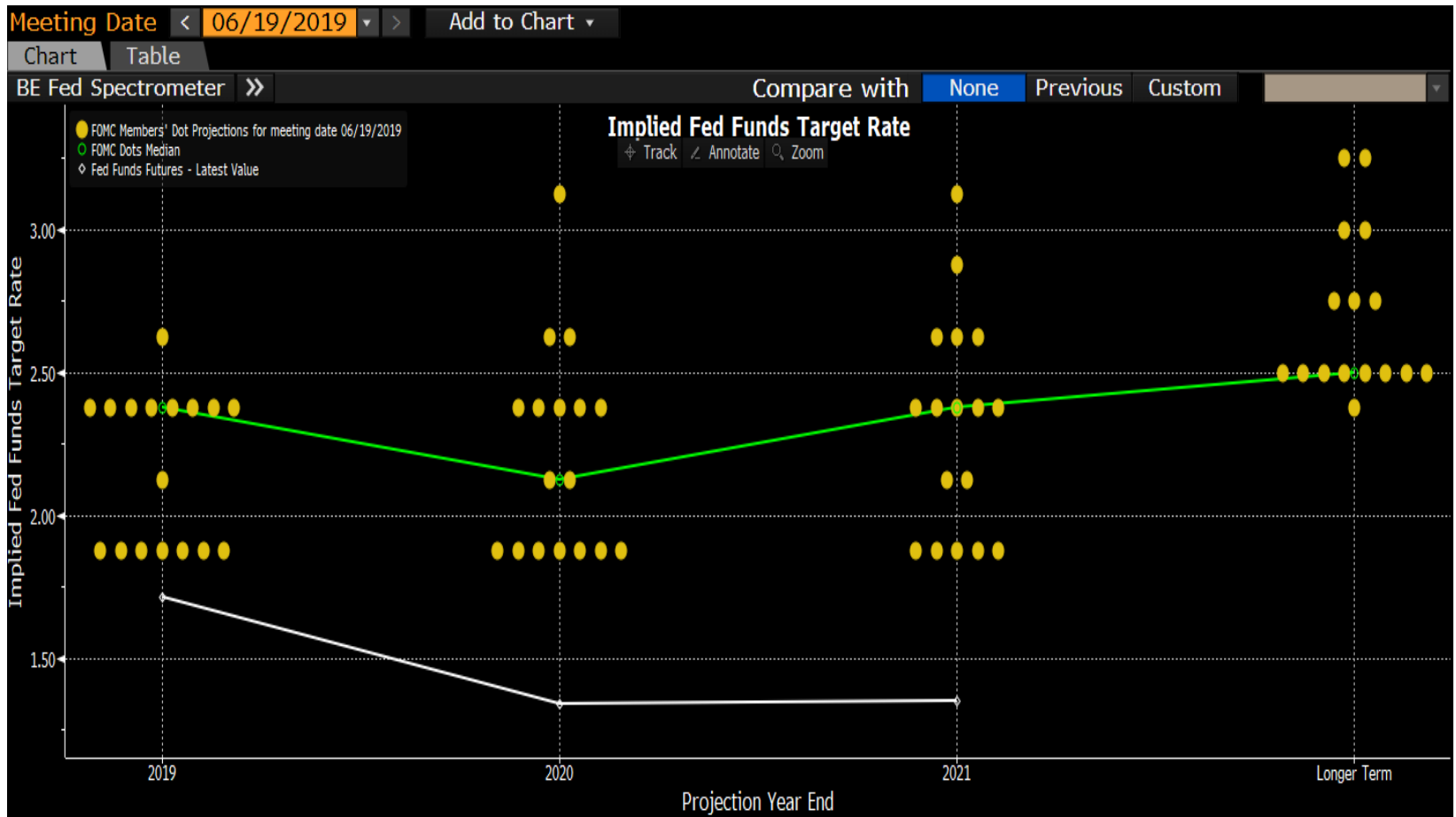
August 2, 2019

Fed Funds Target Rate

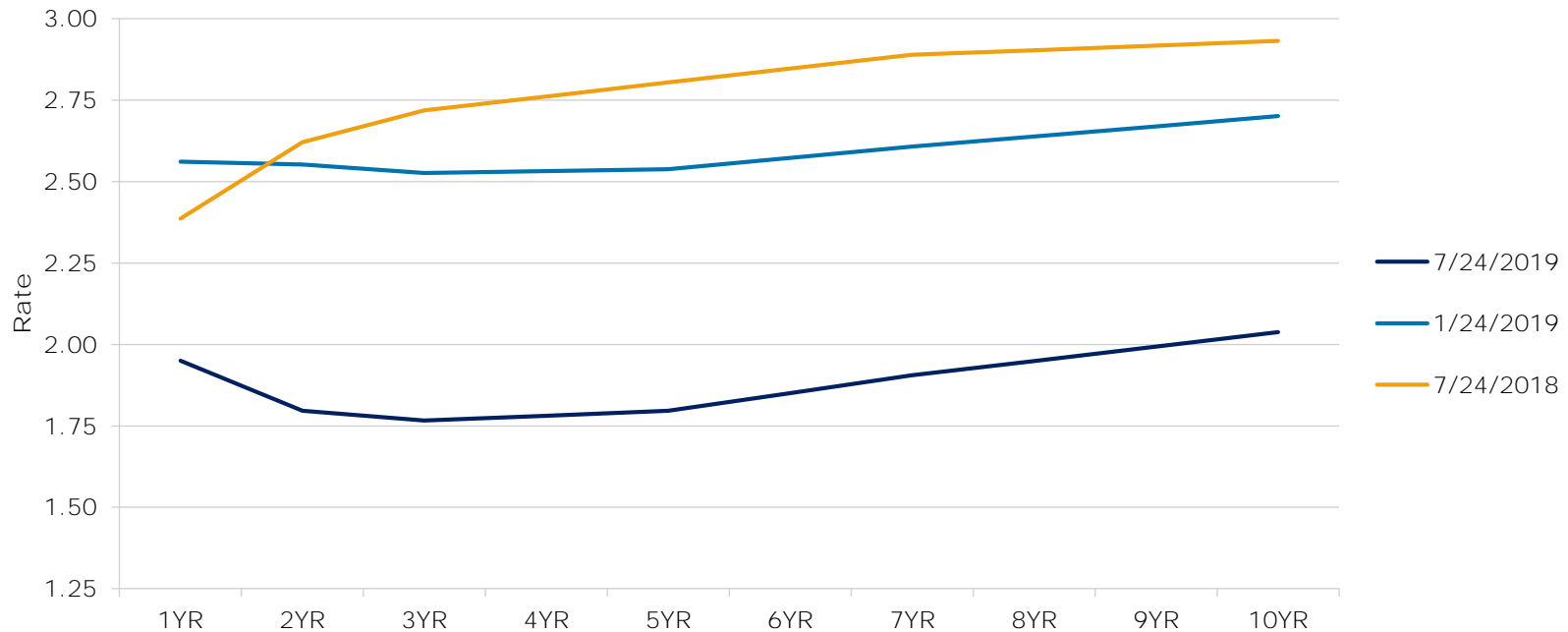


- The Federal Reserve will likely decrease the target rate to a range of 2.00% to 2.25% on July 31, 2019. The FOMC has now adopted a “patient” approach to monetary policy instead of the measured increases of the past two years.
- The Federal Reserve will likely cease reducing its balance sheet at the end of September 2019.
- The Federal Reserve will reinvest the maturities of Mortgage-Backed Securities into Treasury securities in the secondary market.

FOMC Dot Plot – June 2019

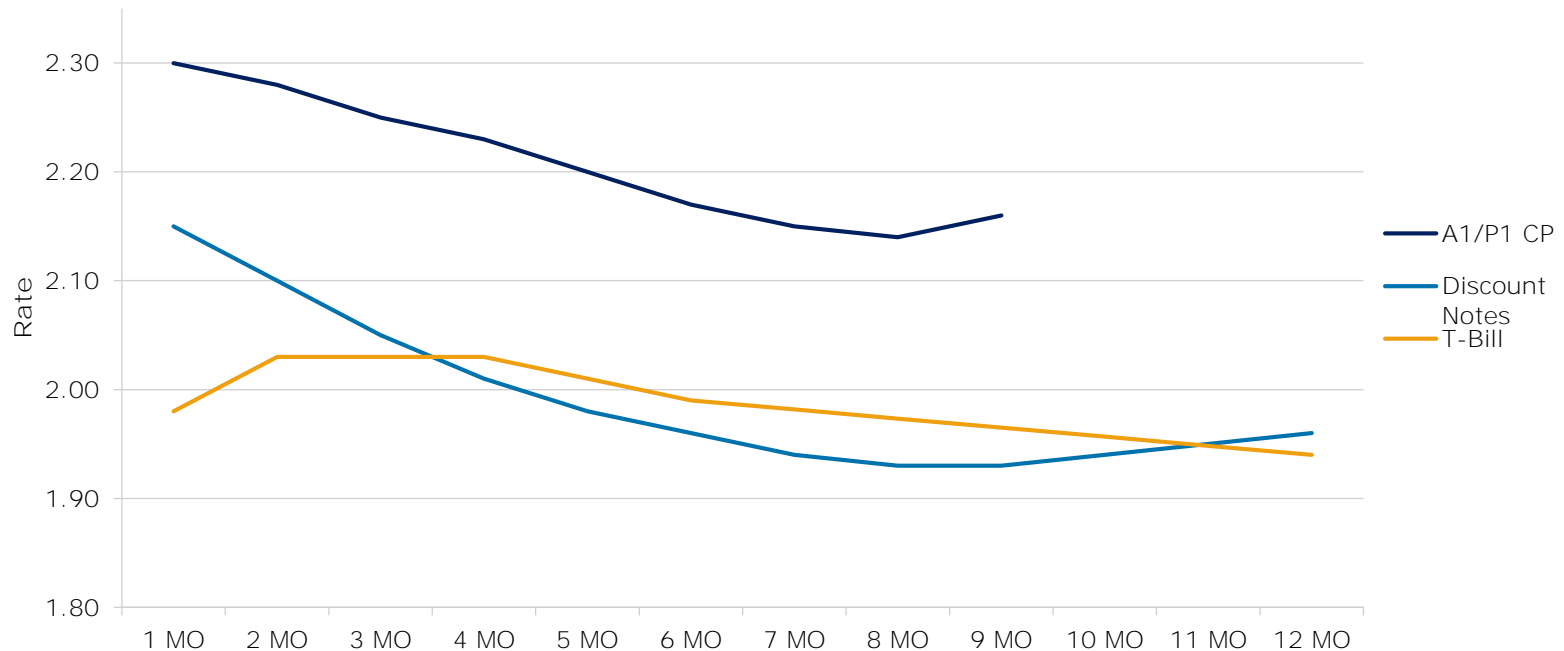


Comparative Historical Yield Curves



- The yield curve continues to flatten as the front-end remains anchored to the FOMC target rate while intermediate rates (3YR-10YR) have decreased over the last six months due to low inflation and a deceleration in economic activity.

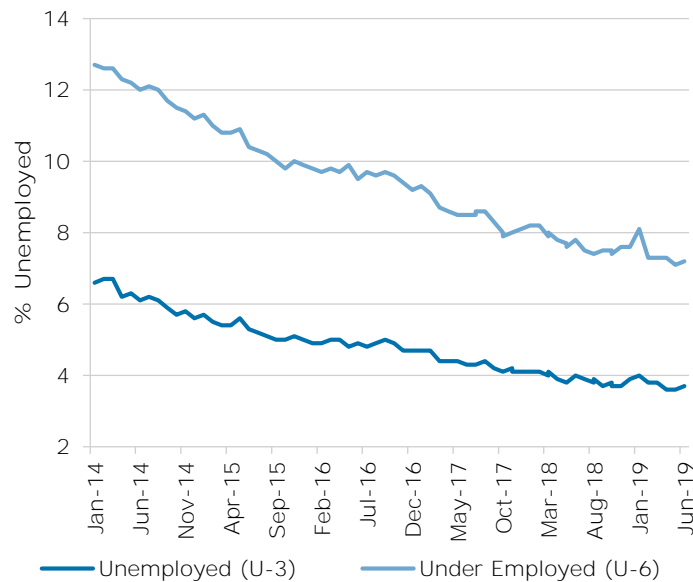
Money Market Yield Curves



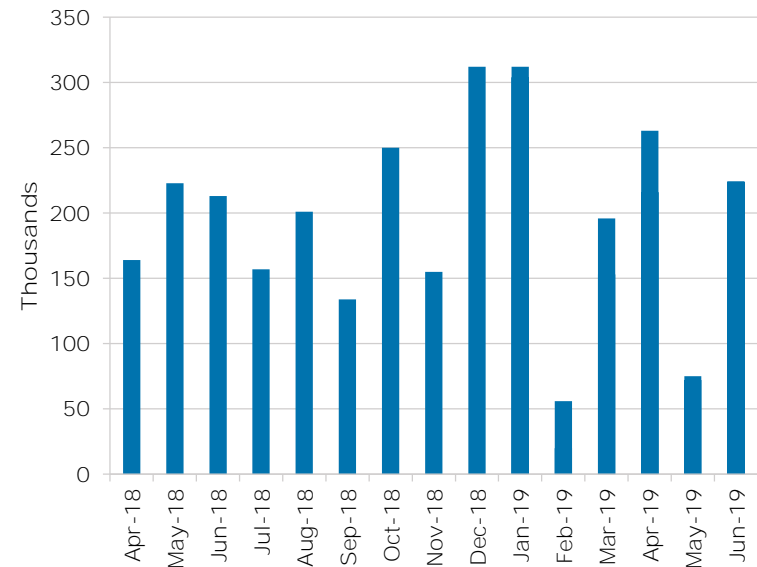
- The yield spread between T-Bills and agency discount notes remains in a narrow range with T-Bills often out yielding discount notes.
- Adding credit in the form of commercial paper enhances the yield of the portfolio.

Unemployment and Hourly Earnings

U.S. Unemployment Rate

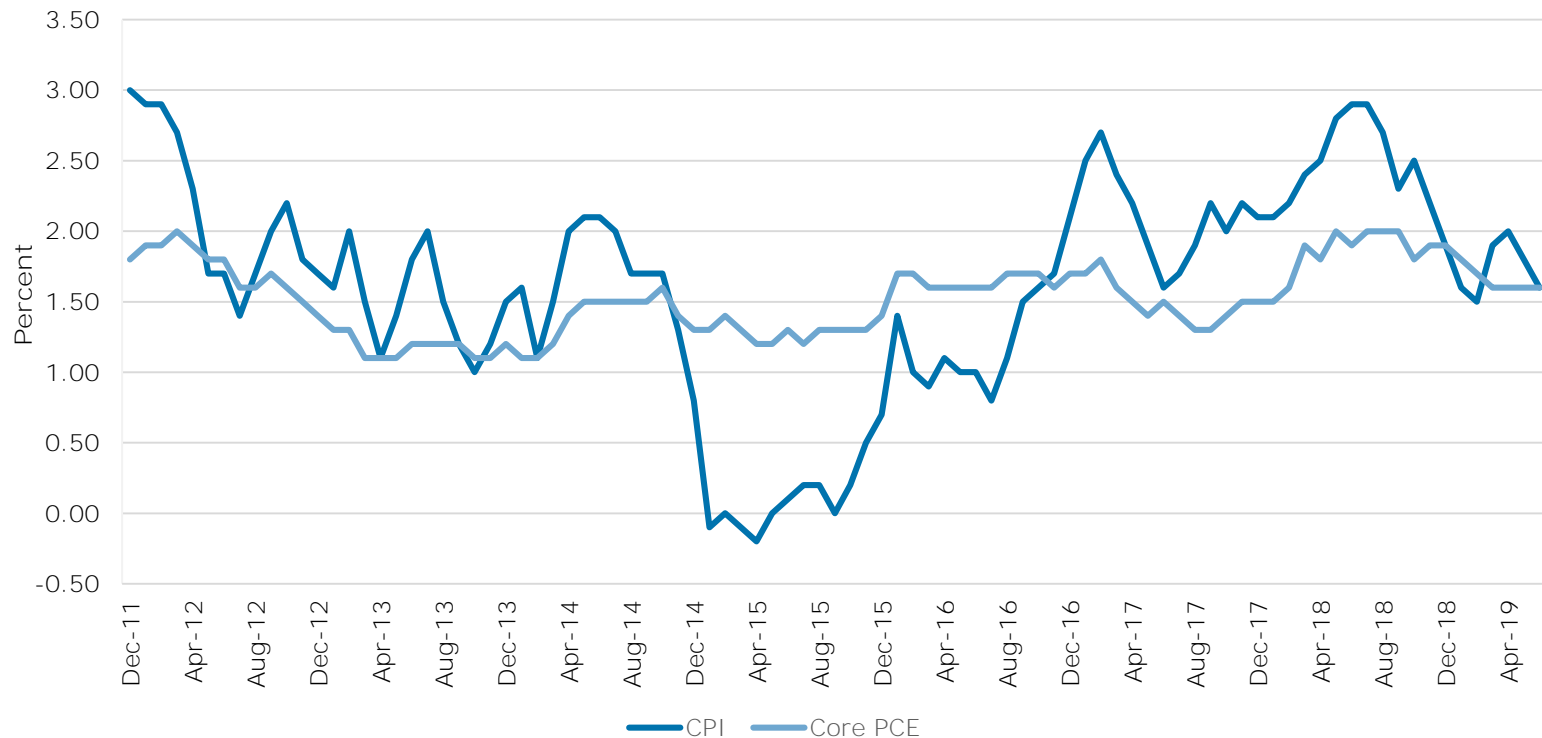


Non-Farm Payrolls



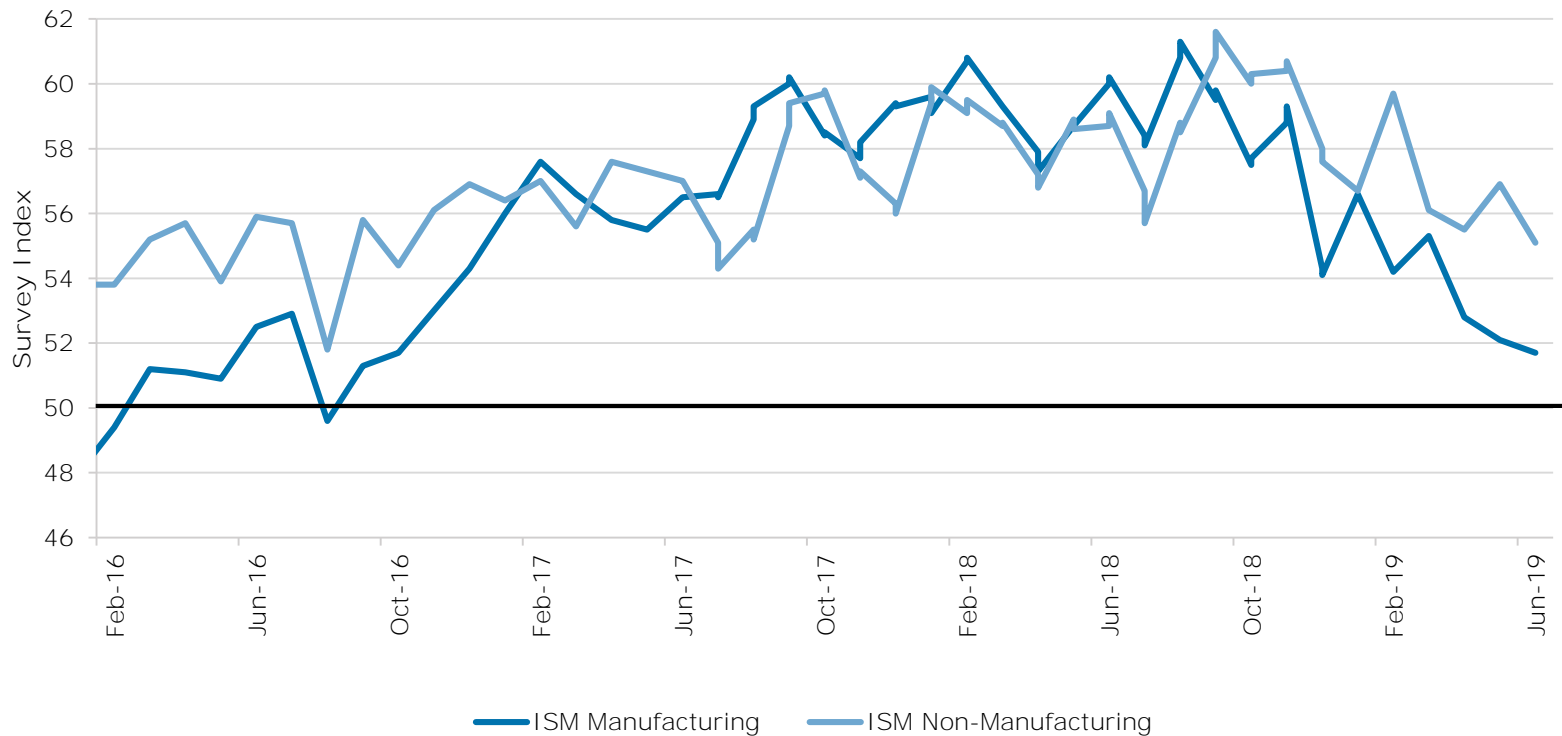
- The June unemployment rate increased to 3.7%, from 3.6% in May (the lowest level dating back to December 1969).
- June payrolls increased by 224,000 compared to 75,000 reported in May and below the median forecast of 175,000.
- Average hourly earnings increased at an annualized rate of 3.1% on a year-over-year basis in June.

Inflation



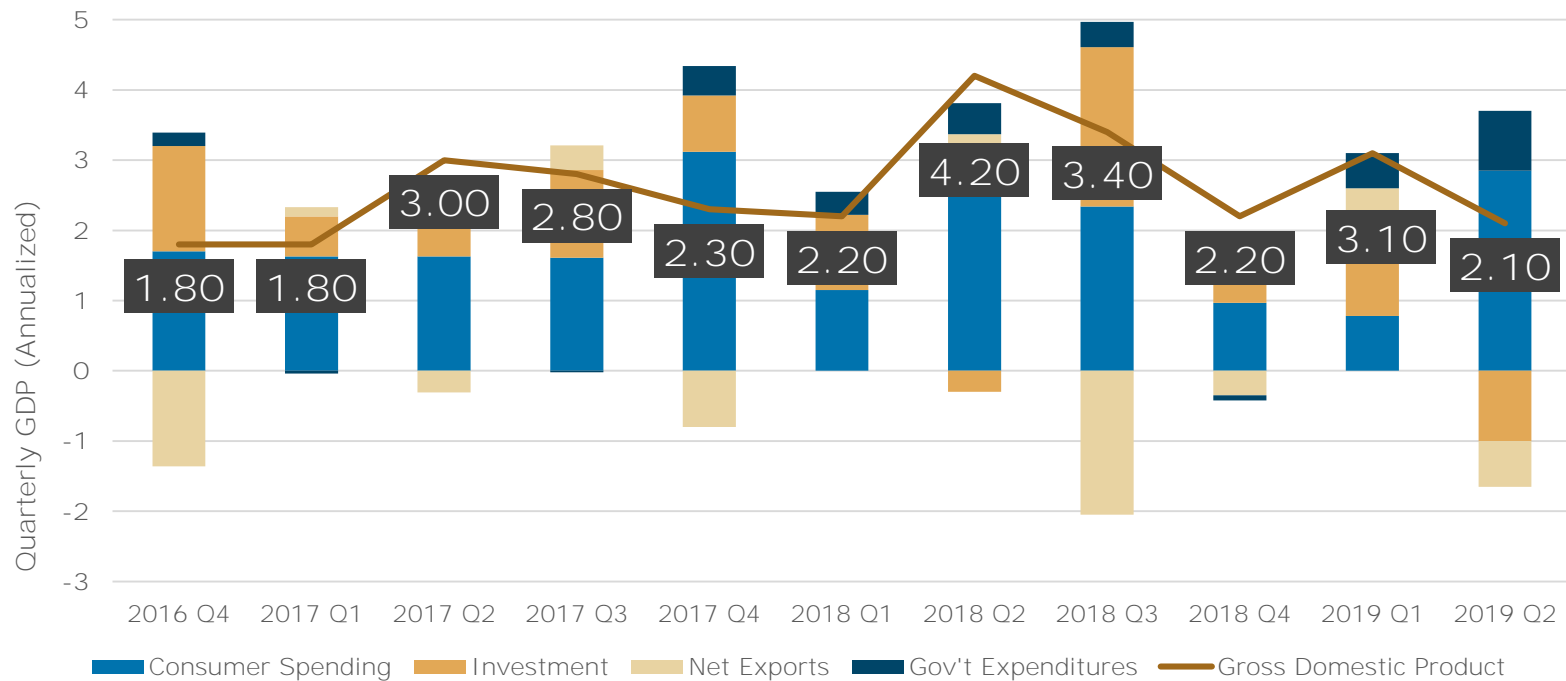
- Headline CPI for June dropped to 1.6% on a year-over-year basis. Core CPI (less food and energy) increased at a 2.1% year-over-year pace.
- **The Fed's preferred measure of inflation, core PCE, was reported at 1.6% in June, remaining below the Fed's target of 2.0%.**

Institute for Supply Management



- ISM Manufacturing for June ticked down to 51.7 from 52.1 in May but above the forecasted 51.0.
- ISM Non-Manufacturing (service) was reported at 55.1 in June versus 56.9 in May and 56.0 expected.
- Although these indexes have declined, both remain above 50, signaling continued expansion in the U.S. economy.

Contributions to Percent Change in Real Gross Domestic Product



- The U.S. economy expanded at a 2.1% annualized pace during the second-quarter of 2019 after climbing 3.1% in the previous quarter.
- Revisions to the data show that the U.S. economy grew 2.5% in 2018, down from 3.0% as previously reported.
- Consumer spending, the biggest part of the economy, rose 4.3% in the second-quarter.

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The Kiplinger Letter

FORECASTS FOR EXECUTIVES AND INVESTORS

1100 13th Street NW, Washington, DC 20005 • kiplinger.com • Vol. 96, No. 32

Dear Client:

Washington, Aug. 16, 2019

Big changes ahead for the U.S. electric grid:
It will be cleaner, smarter, more complex.
But the transition could easily short-circuit.

Politics, economics and regulation stand in the way.

THE GRID

Why cleaner? Mostly cheap natural gas, which since 2016 has surpassed coal as the country's top source of electricity generation.

Wind and solar, too, which have benefited from both federal tax incentives and state policies mandating or incentivizing more renewable energy.

Policy and economics have helped the shift. Natural gas is less expensive than coal and nuclear, and also subject to fewer regulatory restrictions. Meanwhile, state renewable energy requirements are responsible for more than half of the growth in renewable energy generation since 2000.

A more complex grid must also be smarter:
Distributed generation will allow consumers to be "prosumers," using their own solar panels to generate electricity and sell it back to the grid... known as net metering. A complex network of sensors and communications infrastructure will link residential power with the rest of the grid. (But note: Utilities have been pushing back against net metering, with some success.)

Battery storage will offer more flexibility, letting utilities store excess power to bring on line during peak demand hours. It will also enhance the case for wind and solar, which otherwise work only when the wind is blowing or the sun is shining. The U.S. nearly doubled its utility-scale battery storage capacity from 2017 to 2018.

Other parts of the grid may be dumbed down to defend against cyberattacks. The U.S. experienced its first cyberattack to disrupt grid operations earlier this year.

But plenty of challenges lie ahead. The fractured nature of the U.S. grid, a patchwork of regional electricity markets, makes coordination among them difficult.

NIMBYism, the "not in my backyard" sentiment, can bring major projects to a standstill. Such opposition has blocked natural gas pipelines in New England, solar farms in Southern Calif. and interstate transmission lines throughout the U.S. Experts say new transmission lines are essential to any push for renewable power.

Electricity prices will rise as states pursue more-ambitious requirements for renewable energy. Germany offers a cautionary tale: German electricity prices are more than twice the U.S. average after its aggressive push to adopt wind and solar.

Texas offers an encouraging example. Known primarily as an oil and gas hub, the state is also a leader in wind and solar energy. And, unlike Germany, Texas has constructed the transmission lines necessary to transport wind and solar power from the rural areas that generate it to the population centers that need it.

Economic Forecasts

GDP growth

2.3% in '19 and 1.8% in '20, down from 2.9% in '18

Interest rates

NEW

10-year T-notes staying below 2% until trade war ends

Inflation

2.3% at end of '19 as new tariffs affect consumer goods, up from 1.8% now

Unemployment

NEW

Ending '19 at 3.8%, from 3.7% currently

Crude oil

Trading from \$50 to \$55 per barrel in October

Manufacturing

Production declining 1.1% at end of '19, then rising 1.2% at end of '20

Complete economic outlook at kiplinger.com/outlooks

**U.S.
ECONOMY**

The U.S. economy has developed a split personality. Manufacturing is hurting because of the intensifying U.S.-China trade war. Factory output has fallen in five of the past seven months and figures to keep suffering for the foreseeable future. Consumers, meanwhile, feel fairly good. Consumer spending jumped in July, driven in part by Amazon Prime Day, which has led other e-retailers to offer discounts. Consumer spending makes up most of U.S. GDP. But manufacturing matters, too. It has long served as a bellwether for the broader economy. If it contracts enough to bump up the jobless rate, consumers may grow more cautious in their spending.

Despite Amazon's success, many shoppers will forgo convenience to save on necessities such as groceries. Case in point: The success of Aldi, the discounter whose spartan stores require shoppers to bag their own groceries. Its customers save about 20% on groceries compared with Walmart's, for instance. The company has opened 1,900 stores since coming to the U.S. in 1976. It wants 2,500 by 2022.

THE FED

Expect two more quarter-point interest rate cuts by the Federal Reserve later this year. The Fed is concerned about the damage to the economy from deepening trade tensions and wants to provide a buffer if the situation worsens. The likely timing of the cuts: At the Fed's Sept. 18 and Oct. 30 policy meetings. That means a dip in lending costs for businesses. The Fed's likely moves will take the bank prime lending rate to 4.75% by year-end, making loans cheaper. Rates on consumer lending, such as auto loans, won't decline much, though.

The president wants a bigger move by the Fed. But that's unlikely to happen. The central bank will want to save some room to cut when an actual recession hits. Two quarter-point drops this autumn would let the Fed cut six more times if needed before hitting 0% and having to consider the negative rates Europe's central bank uses.

HOUSING

As overheated housing markets cool off, some other cities are heating up. Price growth has slowed markedly in West Coast metros, as well as in Fla., Nev., Colo., Dallas, Houston and Boston. Home prices had simply become too high for buyers there to manage. Many of those folks are instead looking elsewhere, which bodes well for small and midsize markets: Spokane, Wash.; Akron, Ohio.; Tucson, Ariz.; Saginaw, Mich.; and Santa Fe, N.M. All are seeing stronger price gains.

**GLOBAL
ECONOMY**

Britain's economy is stumbling just as the deadline for Brexit looms. GDP growth in the U.K. turned negative in the second quarter. A rebound in the third quarter is likely. But that doesn't change the fact that the country is vulnerable to a deeper downturn if it leaves the European Union with no deal to maintain free-trade relations on Oct. 31. What's more, Prime Minister Boris Johnson has a razor-thin majority in Parliament, which could allow the opposition Labour Party to try to thwart his plan to leave the EU on Halloween, with or without a trade deal. The uncertainty over what the U.K. will do is sure to weigh on markets and the value of the British pound as the departure deadline draws closer this fall. President Trump hopes London will consider a trade deal with Washington if its relationship with the EU breaks down...a hopeful prospect for American exporters.

Japan's ailing economy is caught in the cross fire of the trade war between the U.S. and China. As the Chinese economy weakens, the country buys less from Japan, costing Japanese companies a key export market. Meanwhile, Tokyo is embroiled in trade disputes with neighbor South Korea. And Japan is scheduled to enact another increase in its already hefty consumption tax, which threatens to further sap consumer spending. Japanese manufacturing is slumping, as well. The country will be lucky to eke out fractional economic growth this year. GDP expanded by a slender 0.4% in the second quarter, but may turn negative soon.



LENDING

Financial cops want to close a loophole that allows high-debt mortgages.

The feds want to end an exemption given to federally chartered Fannie Mae and Freddie Mac as part of the Dodd-Frank Act that lets them guarantee loans with a higher debt-to-income ratio than the law otherwise allows. Most lenders try to originate mortgages with the “qualified” label so that they can be sold to Fannie or Freddie. Qualified borrowers have debt-to-income ratios no higher than 43%. But loans guaranteed by Fannie Mae and Freddie Mac can exceed the threshold until 2021. The Consumer Financial Protection Bureau wants to sunset it sooner.

Borrowers will likely see a reduction in credit if regulators get their way.

Millennials and retirees would be hardest-hit. Borrowers younger than 33 and older than 64 had the most debt-to-income ratios higher than 43% last year.

Ending the exemption could also bring soaring home prices down. The CFPB estimates that about 16% of home loans took advantage of the exemption in 2018. Folks who want to reduce the government’s role in mortgaging see this as a start.

CONGRESS

The House plans to tighten ethics rules regarding members’ off-Hill activities.

The Ethics Com. is studying what types of outside service and positions may lead to real or perceived conflicts of interest. Rep. Chris Collins (R-NY) sparked the move after the feds charged him with insider trading related to his membership on the board of a biotech company. The House is also investigating the allegations. Members and staff can’t be officers or directors of public firms anymore, starting in Jan.

Even with partisan rancor polarizing Washington, friendships are possible across the aisle. Committees foster the deepest Democratic-Republican alliances among lawmakers. House Oversight and Reform Chairman Elijah Cummings (D-MD) and panel member Mark Meadows (R-NC) are buddies, despite ideological differences. Ditto, Senate Appropriations Chairman Richard Shelby (R-AL) and his counterpart, Sen. Patrick Leahy (D-VT). Sens. Lisa Murkowski (R-AK) and Joe Manchin (D-WV) are known for their rapport. State delegations can foster bipartisan comity as well. House Republican Whip Steve Scalise and fellow Louisianan Rep. Cedric Richmond (D) are good friends. There are some true odd couples, too: Rep. Emanuel Cleaver (D-MO), a former Congressional Black Caucus chairman, and Rep. Steve King (R-IA)... censured on the House floor recently for making racially charged comments...are pals.

With zero chances for a massive overhaul of the infrastructure system...

Congress seeks half a loaf. A Senate panel approved a \$287-billion bill that would fund road and bridge maintenance projects nationally for five years. It includes \$10 billion to combat climate change. The Senate Finance Com. is looking for a way to fund it, but don’t expect the purse-string holders to raise the gasoline tax.

HEALTH CARE

Note that states are tackling health care affordability as Washington bickers

over an issue that tops most Americans’ list of priorities. Rising premiums are a focus. Stabilizing Obamacare markets is one way some states are tackling them.

Some methods: Reinsurance. Subsidies. Public plans. Individual mandates.

7 states offer reinsurance; another four need federal approval. Insurers are reimbursed, partially, for some high-cost claims, lowering costs for Obamacare-compliant plans. Mass. and Vt. provide subsidies for poorer residents. Wash. is developing a plan, too. Wash. also enacted a public option. Other states are watching to see how it works out. Calif., D.C., Mass., N.J., R.I. and Vt. do or soon will require everyone to have coverage.

27 states allow low-cost plans that don’t comply with the Affordable Care Act.

Premiums can be up to 54% cheaper but don’t offer all Obamacare protections... i.e. preexisting conditions, prescription drugs or mental health may not be covered.



AG

Uncle Sam will probably keep doling out trade aid...possibly \$16 billion this year, up from \$12 billion in 2018. How much farmers ultimately get depends on the trade war with China. If it worsens, payments scheduled for Nov. and Jan. will go out. If there is a deal, the full amount pledged may not be disbursed. The fluid situation with China means farmers can count on only one payment. And they receive that only if they managed to plant seeds in the ground by Aug. 1, something many were unable to do because of major spring and summer flooding.

The trade war has taken another American ag casualty: Soybean exports. China, the world's top soybean importer, isn't buying any from America's heartland. The U.S. will keep losing market share to Brazil, which became No. 1 in 2012. Brazil's share of the soybean market was about 43% pre-trade war; the U.S.'s, 40%. Now: Brazil has a 56% share and the U.S. holds just 29%. Without a deal with China, soy exports won't recover until roughly 2027. Farmers are shifting to corn and wheat, and will dedicate even fewer acres to soybeans next year if the outlook doesn't improve.

Ethanol producers are also being slammed. Their former third-largest buyer, China, now imports no U.S. ethanol. And their top importer, Brazil, enacted a quota and a 20% tariff on imports above the limit. Production cutbacks and plant closures are a given. Three closed in the past nine months. Industry consolidation is also likely: Larger producers with strong balance sheets will buy up smaller, troubled ones.

But reducing supply will be difficult, with at least two new ethanol plants expected this year. Inventory is already a seasonal record-high 23.7 million barrels.

WORK-
PLACE

Note the deluge of laws banning or limiting salary history inquiries at state and local levels. In 2016 lawmakers began regulating using salary histories in the hiring process. At least 18 states and 17 localities have enacted such laws since.

The aim: Help end the gender wage gap. N.J. is the latest state to take action. Its new law will bar employers from screening applicants based on their prior salaries. Maximum or minimum past pay thresholds for job consideration will also be illegal.

Statewide bans kick in soon in Ala., Colo. and Maine. Wash.'s took effect in July. Going against the grain: Mich. and Wis. They banned bans. Officials there cannot regulate the information employers require during the hiring process.

EXOTIC
PETS

Are you an adventure seeker who doesn't mind mosquitoes, swamps, damp? Massive deadly snakes? Fla. has the job for you! Everglades python hunter. Tallahassee is expanding its python elimination program, using bounty hunters to remove the invasive reptiles, which are wreaking havoc on the wetland's ecosystem. Official "python removal agents" earn \$8.46/hour for a 10-hour maximum daily hunt. Only registered snake hunters are paid and there's no limit on how many one can bag. They also get \$50 for each kill up to 4 feet long, and \$25 for every additional foot. There's a \$200 bonus for nesting females. Some 2,200 snakes have been eradicated since 2017. Fla. also wants pythons on private land dead but won't pay for those kills.

Tens of thousands of pythons not native to Fla. roam the Everglades, gobbling local prey...robbing panthers, raptors, alligators and bobcats of their dinners. Theories: They were once pets or fled a breeding facility that was hit by a hurricane.

Yours very truly,

Knight/Kiplinger
THE KIPLINGER WASHINGTON EDITORS

Aug. 16, 2019

P.S. Keep pace with tax changes through Clear Law Institute's webinars. Visit kiplinger.com/go/taxwebinar for a special discount for Letter subscribers.



The Kiplinger Letter

FORECASTS FOR EXECUTIVES AND INVESTORS

1100 13th Street NW, Washington, DC 20005 • kiplinger.com • Vol. 96, No. 33

Dear Client:

Washington, Aug. 16, 2019

This report is about your business budget for next year. To help you plan ahead, we've prepared fresh forecasts on energy, health care, travel, shipping, insurance and other costs.

SPECIAL
BUSINESS
COSTS
2020

The U.S. economy is poised to slow because of the impact of the trade war on manufacturing, plus other ripple effects. GDP growth will be 1.8% in 2020, versus 2.3% in 2019. An uncertain climate will ding business investment and slow consumer spending, especially car sales. However, home sales will pick up, buoyed by low interest rates. Note that there's a possibility that the global economy will fall into a severe slowdown. That would pull down U.S. GDP growth even further.

Inflation will be a bit tamer... 1.9% at the end of 2020, versus 2.3% in 2019. Food and gasoline price increases will run below that average, while medical care and housing will be above. Core inflation...prices minus food and energy...will rise 2.2%.

The cost of borrowing will decline a bit more, with one or two more rate cuts by the Federal Reserve in 2020, after three cuts in 2019. The bank prime lending rate should drop to 4.25% by the end of 2020. Yields on 10-year Treasury bonds will stay low at around 2%. And 30-year mortgage rates will remain below 4%.

Trade turmoil and waning global growth will hold back business investment. Expect an anemic 3% increase in 2020 as companies spend less on new equipment, compared with a weak 5% rise this year. Production and hiring in the factory sector have slumped to multiyear lows. Meanwhile, the mounting trade war with China is crimping exports of U.S.-made goods as well as agricultural commodities. The uncertainty makes businesses reluctant to commit to large-scale expansions.

Corporate profits figure to rise a healthy 5.7%, after 2019's 3.6% increase. But much hinges on trade progress... not just easing tensions with China, but also striking free-trade deals with the likes of Japan and the European Union. Finalizing the free-trade pact with Mexico and Canada would spur investment, too.

Though oil markets will undoubtedly remain volatile throughout 2020... Expect crude prices to average about the same next year as this year when you balance out the short-term price spikes and swoons. Global oil output should grow briskly enough in 2020 to keep markets well supplied, even as OPEC attempts to push prices higher by cutting back its exports to the rest of the world. Figure on U.S. benchmark crude averaging near \$55 per barrel, in line with 2019.

Restrained oil prices should lead to little rise in the cost of motor fuels. That means gasoline prices holding close to this year's level of \$2.60 per gallon for regular unleaded. (That's the national average. Drivers along the West Coast and in the Northeast will pay more because of state taxes and transport costs.) Diesel...averaging fairly close to this year's price of \$3.07 per gallon nationwide.

Natural gas prices are likely to remain cheap after tumbling in 2019. Most users can expect either flat pricing in 2020 or slight increases at most.

Ditto for heating fuels... propane and heating oil. Figure on paying prices in line with what you faced last winter, unless a bad cold snap drives up demand.

Electricity...also fairly flat. Cheap natural gas helps keep power prices down.

Average pay raises...about 3.3%, as labor markets remain fairly tight.
Overall benefit compensation will rise about 3%, matching wage gains in 2020, including the cost of 401(k) contributions, paid vacations, sick leave, etc.
Payroll taxes...rising, as the wage base goes from \$132,900 to \$136,800.
For firms that pay pension premiums to the Pension Benefit Guaranty Corp...
No change in rates, except for inflation-related indexing. Flat-rate premiums for single-employer plans will be about \$80 per plan participant in 2019 and 2020. Variable-rate premiums for underfunded plans will be approximately \$43 per \$1,000 of unfunded vested benefits (subject to a \$541 or so per-participant ceiling).

The cost of employer-sponsored health care will increase about 4.5%. Given the hot job market, most employers are avoiding huge hikes or benefits cuts. To hold down costs, look for more employers to offer high-deductible health plans with incentives to enroll. Other strategies: Providing decision support for surgery. Coordinating care for workers with high-cost conditions. Increasing telemedicine use.
Prescription drug costs...up 6% to 7%, about the same increase as this year.
Hikes in specialty Rx drugs will remain in the 14%-15% range. These drugs, which come from living cells and treat serious diseases, tend to have little competition.

Budget more for all types of insurance. For commercial property insurance, rates should rise between 1% and 3%, on average, for properties that aren't exposed to natural catastrophes. For those with exposure...much larger hikes of 10% to 15%. Rates for directors and officers insurance...up 10% to 15% for public companies, and flat to up to 5% higher for private firms and nonprofits. Casualty insurance...up to 5% more. Cyberinsurance...a small increase for firms with solid digital security.
Legal costs for businesses will rise 2% or so. Many fees are negotiable, though.
Accounting costs figure to increase between 5% and 10% for a typical firm.

Shipping costs will ease a bit. Truckload spot rates, intermodal and rail rates will sink about 5% as demand lightens. Flatbed rates are likely to fall more than that; refrigerated rates, less. Ocean shipping costs may jump as new fuel regs take hold.
Airfares...up about 2.3% as labor costs rise. Expect higher ancillary fees, too.
Hotel room rates will inch up...a 1% or so increase, down from 3% increases seen in the past few years. Openings of many new hotels have kept prices in check.
Car rental rates...1% higher. Ride-hailing apps provide lots of competition.

Office rents will see an overall gain of 3%. Hot markets could see twice that.
Retail space...barely 1% more. Vacancy rates remain high at many malls.
Warehouse rents...up about 2%. Supply is catching up to strong demand.

Most tech and telecom costs will continue to drop. Expect declines of 5% to 10% for PCs, laptops, printers and smartphones. But high-end models...iPhones and superslim, high-performance laptops, for example...will stay flat. Wired internet...big price drops and plenty of deals. Mobile data prices...steady declines continue, though competition has cooled off, so don't expect steep cuts for monthly plans.

Digital advertising is mixed. Expect cost per click to fall on Facebook and Instagram, and tick up modestly on Google Search and YouTube. Rates will drop for print advertising as demand dips. Demand for radio and TV ads will jump in 2020 because of the presidential election, causing higher prices in many local markets.

Yours very truly,

Knight/Kiplinger
THE KIPLINGER WASHINGTON EDITORS

Aug. 16, 2019



Human Resources Monthly Report

Presentation of New Leaders for 2019-20

Paul Andersen, Director of Human Resources
August 28, 2019

Introduction



On behalf of the senior administration, I am pleased to present the new leader class of 2019-20! The brochure included with this report serves to provide an introduction of our new leaders in advance of our annual meet and greet event on August 28, 2019.

We are excited about this slate of leaders. They bring to the district diverse educational, instructional and leadership experiences. Four of these individuals are leading in the Falcon zone and seven are leading in the Power zone. New principals are in place at Falcon High, Patriot High, Stetson Elementary and Ridgeview Elementary. Nine of these leaders are coming to D49 from other districts and six are internal promotions or transfers.

I wish to recognize Amy Matissek, Internal Communications Manager, for her excellent work in developing this brochure.



We are Pleased to Announce

Leadership Changes for the 2019-20 School Year



Sue Holmes, Falcon Zone leader, is pleased to introduce **Dr. Darryl Bonds** who will serve District 49 as the new **principal at Falcon High School** for the 2019-20 school year as Cheryl Goodyear-DeGeorge's successor.

Bonds earned both his bachelor's and master's degrees from Kansas State University. After receiving his Ph.D. in educational leadership, he served in principalships and as the assistant commissioner for turnaround and intervention for the Colorado Department of Education.

Most recently, Bonds served as operations manager for Denver Public Schools.

"Working with students, teachers and school communities has been the greatest privilege," he shared. "I am extremely excited to join the Falcon High School team."



Dr. Darryl Bonds
Principal, Falcon High School



Dr. Lauren Murphy
Assistant Principal, Falcon High School



Dr. Darryl Bonds, principal at Falcon High School, is pleased to introduce **Dr. Lauren Murphy** who will join the school's leadership team as **assistant principal**.

Murphy started her teaching career at Falcon High School in 2005 in special education. Her experience also includes teaching for five years in Singapore and earning her doctorate from the University of Southern California in leadership with a concentration in organizational change.

"I'm excited to rejoin the Falcon Zone and support the deep-work around research-based practices that will transform education and prepare students for the conceptual age."

A Midwest girl at heart, Murphy enjoys living in Colorado for the outdoor experiences, and she also serves the community as a Court Appointed Special Advocate.

"The Best Choice to Learn, Work and Lead."

Leadership Changes for the 2019-20 School Year



Brian Smith, executive principal for the Firebird Nation Campus, is pleased to introduce **Elena Forehand** who will serve as Michael Anderson's successor as **assistant principal**.

Forehand has 24 years of experience in education. She taught theater in both middle and high school, and most recently served as dean of students at Discovery Canyon High School in District 20. Forehand has knowledge of the Sources of Strength program and will help implement the initiative at FMS.

As a resident of the Falcon Zone, she is excited about her new role in District 49. "I appreciate the opportunity to give back to the school district and community that has given so much to my family."

Forehand and her husband have two children. One is a recent FHS graduate, and the other will be a freshman this fall.



Elena Forehand
Assistant Principal, Falcon Middle School



Paula Kavalec
Assistant Principal, Falcon Elementary
School of Technology



Dr. Michael Roth, principal at Falcon Elementary School of Technology, is pleased to announce **Paula Kavalec** will continue serving District 49 for the 2019-20 school year, shifting to the role of **assistant principal at FESoT** as the school transitions from having a dean of students position.

Kavalec earned her master's degree in elementary education from Regis University and her principal licensure from the University of Colorado at Colorado Springs. Her professional experience includes social work in England, and serving as an elementary and middle school teacher in District 20.

"As assistant principal, I would like to stand by the words of Swiss psychologist Jean Piaget," shared Kavalec. "The principal goal of education in schools should be creating men and women who are capable of doing new things, not simply repeating what other generations have done."

"The Best Choice to Learn, Work and Lead."

POWER ZONE

• CUMULATIVE • FAMILY FIRST • CLIMB WITH CARE AND CONFIDENCE • CREATE A LOBBY EFFECT • RE-USE • REPAIR • RECYCLE • REINVENT • REASON IN THE WORLD •



"The Best Choice to Learn, Work and Lead."

Leadership Changes for the 2019-20 School Year



Bruce Grose, principal at Vista Ridge High School, is pleased to introduce **Sarah Leschisin** who will succeed Elaine Charney as **assistant principal**.

Leschisin earned her master's degree in educational leadership from the University of Colorado at Colorado Springs. She worked in Harrison School District as a science teacher and athletic director. Most recently, Leschisin served Banning Lewis Preparatory Academy as assistant principal/athletic director.

"I'm very excited to be part of the Vista Ridge High School team," she shared. "I am looking forward to building relationships with our VR students."

In her free time, Leschisin enjoys running with her two dogs and cooking, and is planning her upcoming wedding.



Sarah Leschisin, Assistant Principal,
Vista Ridge High School



Angela Duca
Dean of Students,
Vista Ridge High School



Bruce Grose, principal at Vista Ridge High School, is pleased to introduce **Angela Duca** who will serve the school as **dean of students**. The role is a new position to meet the needs of the growing student body at Vista Ridge.

Duca earned her master's degree in curriculum and instruction with an emphasis in culturally diverse education from the University of Colorado at Colorado Springs. She taught high school English in District 20, and most recently, Duca served as dean of students at Liberty High School.

"I'm so excited to be part of District 49 and the Wolf Pack," shared Duca. "I'm thrilled to be part of such a collaborative team!"

Duca and her husband have two children. In her free time, she enjoys hiking and reading.

"The Best Choice to Learn, Work and Lead."

Leadership Changes for the 2019-20 School Year



Dr. Michael Pickering, POWER Zone leader is pleased to introduce **Beth Dowdy** who will serve District 49 as the new **principal at Stetson Elementary School** for the 2019-20 school year.

Born and raised in Virginia, Dowdy earned her bachelor's degree in elementary education from Old Dominion University. Her experience includes teaching science and math before completing a master's degree in human services and counseling.

Dowdy most recently served as assistant principal at Prairie Hills Elementary School in District 20.

"I have children attending D49 schools and am thrilled to now be a part of the district as an administrator," she shared. "I am honored to join the Stetson community and look forward to building strong relationships."



Beth Dowdy
Principal, Stetson Elementary School



Kim Moore
Principal, Ridgeview Elementary School



Dr. Michael Pickering, POWER Zone leader, is pleased to announce **Kim Moore** will serve District 49 as the new **principal at Ridgeview Elementary School** for the 2019-20 school year.

Moore earned her master's degree from Colorado Christian University and her principal licensure from University of Phoenix. Her experience includes teaching at both the elementary and middle school levels, and most recently serving as the assistant principal at RVES.

"Ridgeview is a great school built upon strong relationships with students, parents and staff," shared Moore. "It is my goal to leverage those relationships to provide a high quality education for our students."

In her free time, Moore enjoys camping, hunting and riding her motorcycle.

"The Best Choice to Learn, Work and Lead."

Leadership Changes for the 2019-20 School Year



Kristy Rigdon, principal at Inspiration View Elementary School, slated to open this fall, is pleased to announce **Pam Holloman** will transition to IVES to serve as **assistant principal for the new school** beginning July 1.

Most recently, Holloman served as academic dean at Odyssey Elementary School.

With a passion for music, Holloman began her career teaching piano lessons. She earned her master's degree in education from Regis University and her principal's licensure through Lamar University. Holloman's experience in District 49 includes working as a music teacher, reading interventionist and general education teacher.

"My love of music and the difference I have seen the arts play in the lives of students led me to apply for this position," she shared. Holloman and her husband have three children, all of whom are D49 graduates.



Pam Holloman
Assistant Principal, Inspiration View Elementary School



Steven Gard
Principal, Patriot High School



Andy Franko, iConnect Zone leader, is pleased to introduce **Steven Gard** who will serve District 49 as the new **principal at Patriot High School** for the 2019-20 school year.

Gard earned his master's degree in educational leadership and principal's licensure from the University of Northern Colorado. He has worked in alternative high schools for 22 years and helped develop the Greeley Alternative Program (GAP), which offers at-risk students a self-paced approach to graduate. Most recently, Gard completed his tenure as dean of students at GAP.

"I place a strong emphasis on building positive, trusting relationships in a safe environment that offers second chances in the pursuit of a high school diploma," he shared.

In his free time, Gard enjoys camping, hiking and attending concerts.

"The Best Choice to Learn, Work and Lead."

Leadership Changes for the 2019-20 School Year



Peter Hilts, chief education officer, is pleased to announce **Mary Perez** will continue her leadership in District 49 as the **director of applied and advanced learning**. The department of applied and advanced learning is a consolidated office combining oversight of Career Technical Education—previously led by Nikki Lester—with leadership of concurrent enrollment where Perez has been serving since joining the district in 2014.

In her expanded role, she will also oversee our efforts to advance workplace learning in partnership with the Pikes Peak Business & Education Alliance.

Perez earned her master's degree from University of Southern Mississippi and has worked as an engineer, community college math adjunct, and secondary teacher and administrator.

"I am thrilled to align CTE, workplace learning and postsecondary options for D49 students as they explore and develop individualized pathways toward their own career and college goals," Perez shared. In her free time, she enjoys gardening, yoga and reading.



Mary Perez
Director of Applied and
Advanced Learning



Cheryl Goodyear-DeGeorge
Coordinator of Concurrent
Enrollment Instruction



Mary Perez, director of applied and advanced learning, is pleased to announce **Cheryl Goodyear-DeGeorge** will assume the role of **coordinator of concurrent enrollment instruction** and continue serving District 49 as Paul Finch's successor, effective July 1.

DeGeorge began her career as an engineer before working as an educator teaching math and physics. She earned her master's degree from University of Maryland and her principal's licensure through School Leaders of Colorado. DeGeorge has developed math and science curriculum for all grade levels.

"I am passionate about education and ensuring concurrent enrollment courses meet the needs of students," she shared. "I am excited to be continuing my career in D49." In her free time, DeGeorge enjoys cooking and riding horses.

"The Best Choice to Learn, Work and Lead."

Leadership Changes for the 2019-20 School Year



Dr. Nancy Lemmond, executive director of individualized education, is pleased to introduce **Natalie Brown** who will succeed Pattie Vail as District 49's **coordinator of gifted education**.

Brown earned her master's degree in special education from the University of Northern Colorado. She has experience in culturally and linguistically diverse education, and with gifted and preschool students. Most recently, Brown served Pueblo County School District 70 as their diverse learners liaison.

"I'm beyond blessed and excited to have the opportunity to join D49," shared Brown. "I'm ready to be the best and work for the best."

Brown and her husband have three children. In her free time, she enjoys traveling, camping and swimming.



Natalie Brown
Coordinator of Gifted Education

"The Best Choice to Learn, Work and Lead."



SCHOOL DISTRICT 49
INVESTMENT / CASH SUMMARY
Balances & Earnings as of:

July 31, 2019

Please note that public entity funds (like school districts) are regulated to a point beyond normal FDIC insurance limits. This is part of The Public Deposit Protection Act (PDPA) (C.R.S., 11-10.5-101), which exists "... to ensure that public funds held on deposit in banks are protected in the event that the bank holding the public deposits becomes insolvent. The PDPA protects only public funds placed in bank deposit accounts. Bank deposit accounts include: checking, savings, money-market deposit, and certificate of deposit (CD) accounts."

	2018-19			2019-20			Full Year Trend (Interest Annualized)				Average Daily Balance Chg%
	End of Year Balance	End of Year Interest	End of Year Yield	Year to Date Balance	Year to Date Interest	Year to Date Yield	Projected Balance Over Prior Year	Interest / Total Days	Increase (Decrease) over Prior Year	Rate / Vol / Mix Var	
General Funds (Plural 10-18)											
ColoTrust	\$ 21,719,746	\$ 249,984	2.86%	\$ 15,329,553	\$ 30,304	2.92%	(29.42%)	\$ 356,800	\$ 106,816	5 / 100 / 2	39.80%
JPMorgan Chase Operating	1,892,103	89,981	2.69%	8,868,016	6,662	2.31%	368.69%	78,434	(11,547)	n/a	(49.45%)
UMB Operating		14,728		-	-	n/a	-	-	(14,728)	n/a	-
Eastern Colorado Bank	532,408	10,576	0.29%	532,749	544	0.18%	0.06%	6,405	(4,171)	-4 / 0 / 0	1.36%
First Bank	188,542	7,168	1.25%	201,862	216	0.57%	7.06%	2,547	(4,621)	-4 / -2 / 1	(21.88%)
Farmer's State Bank	110,497	6,115	1.91%	111,372	328	3.44%	0.79%	3,858	(2,257)	5 / -4 / -3	(65.07%)
Petty Cash	450	-	-	450	-	-	-	-	-	n/a	n/a
Total Cash & Investments	\$ 24,443,745	378,551	2.02%	\$ 25,044,001	38,053	2.39%	2.46%	6,405	(6,877)	67 / 18 / -92	4.96%
MLO and COP Repayments											
ColoTrust	\$ 24,200,723.78	755,235	2.30%	24,440,807	47,694	2.14%	0.99%	561,556	(193,679)	-53 / -151 / 11	(20.06%)
Eastern Colorado Bank	3,117,778	72,610	0.42%	3,124,160	6,382	0.00%	0.20%	75,138	2,529	0 / 0 / 3	n/a
Total Cash & Investments	27,318,502	827,845	2.52%	27,564,967	54,075	2.42%	0.90%	636,694	(191,150)	-32 / -166 / 8	(20.06%)
Insurance Reserve & Transaction Funds (Fund 18 & 64)											
COLOTRUST	335,093	18,966	2.38%	760,211	1,361	2.38%	126.87%	16,026	(2,940)	0 / -3 / 0	(15.42%)
Total Cash & Investments	335,093	18,966	2.38%	760,211	1,361	2.38%	126.87%	16,026	(2,940)	0 / -3 / 0	(15.42%)
All Other Funds (Fund 21, 22, 25, 26, 43, 73, 74)											
1st Bank (BASE49)	40,649	-	n/a	135,533	-	n/a	233.42%	-	-	n/a	n/a
1st Bank (Fees)	107,696	-	n/a	111,409	-	n/a	3.45%	-	-	n/a	n/a
Farmer's State Bank (NutraSvc)	264,140	8,102	2.05%	306,665	519	2.38%	16.10%	6,111	(1,991)	1 / -3 / 0	(35.21%)
Deposits in Process (NutraSvc)	(5,152)	-	n/a	(48,697)	-	n/a	845.18%	-	-	n/a	n/a
Farmer's State Bank (Trans)	44,708	120	0.20%	44,716	8	0.20%	0.02%	89	(31)	0 / 0 / 0	(25.28%)
Deposits in Process (Trans)	490	-	n/a	44,776	-	n/a	+ 1,000%	-	-	n/a	n/a
COLOTRUST	578,071	-	n/a	578,071	-	n/a	-	-	-	n/a	n/a
Activity Accts (CT)	517,410	15,990	2.43%	519,631	2,220	2.38%	0.43%	26,144	10,154	0 / 11 / 0	66.76%
Other (Cash Drawers & F43 CT)	31,769	61	0.19%	32,919	5	2.30%	3.62%	62	2	0 / 0 / 0	1.11%
Total Cash & Investments	1,579,781	24,273	1.70%	1,725,022	2,752	2.06%	9.19%	32,406	8,133	5 / 3 / 0	13.99%
Total Cash & Investments by Institution											
1st Bank	336,887	7,168	0.89%	448,803	216	0.42%	33.22%	2,547	(4,621)	-4 / -2 / 1	(24.24%)
COLOTRUST	47,351,044	1,040,175	2.42%	41,628,273	81,579	2.39%	(12.09%)	960,526	(79,650)	-13 / -68 / 1	(6.50%)
Farmer's State Bank	414,683	14,337	1.81%	458,831	854	2.35%	10.65%	10,058	(4,279)	4 / -7 / -2	(46.14%)
Eastern Colorado Bank	3,650,186	83,186	2.26%	3,656,909	6,926	2.23%	0.18%	81,543	(1,642)	-1 / 0 / 0	(0.45%)
JPMorgan Chase / Pooled Cash	1,892,103	89,981	1.99%	8,868,016	6,662	3.42%		78,434	(11,547)	n/a	
UMB Pooled Cash	-	14,728		-	-	-	-	-	(14,728)	n/a	n/a
Other (Petty Cash, DiP)	27,066	61	0.13%	(15,329)	5	13.85%	(156.63%)	62	2	0 / 0 / 0	#DIV/0!
Total Cash & Investments	53,671,969	1,249,635	2.32%	55,045,503	96,242	2.40%	2.56%	1,133,171	(116,464)	41 / -130 / -27	(10.63%)

<https://www.colorado.gov/pacific/dora/public-deposit-protection-act-pdpa>

Colostrust is not a bank but is regulated by The Investment Funds - Local Government Pooling Act (CRS Part 7, Article 75, Title 24), which prescribes specific investment policies, organizational & management structures.

Colostrust is the largest provider of LGIP products and services in Colorado, in business since 1985. CBO Brett Ridgway serves on the volunteer Board of Directors for Colostrust. District 49's relationship with Colostrust predates his service on the Colostrust board and there is no monetary benefit to either the District or Mr. Ridgway through his participation.

Purchasing and Contract Management



In Progress

Student Data Privacy compliance process

Evans bathrooms remodel

FMS and HMS HVAC Upgrades RFP

Contracts Database external user setup

District pushbar lock conversion to thumb-turn (for lockdowns).

RMPEX Examiner Support August-October

In Planning

RFQ for Architects and Engineers

Armored Car Service for CO

New Middle School GC RFP

SSAE Phase II

IT Support RFP (RFP Posted 8.14.19)

Sewer project for FLC Modular

YMCA MOU with Sand Creek

Community and Facility Planning

8/21/2019



- Development
 - Updated POWER Zone and Sand Creek Zone Development data and projections
 - Negotiations with Norwood for D49 sites in Banning Lewis Ranch North
 - Tracking Woodmen Heights School site
 - Discussions with developers regarding land opportunities
 - Meeting with City traffic regarding Black Forest Road expansion
- Space/Capacity
 - Completed preliminary projections for POWER Zone and Sand Creek Zone
 - Analyzed in district and out of district choice and impacts on schools
 - In the process of analyzing impacts of school with options to alleviate crowding
- Charter Schools
 - Attended Early assistance planning meeting with the county for the Automotive Institute
 - Working with a charter school on due diligence for land
 - Assisting GPA with crosswalks and school signage
- Projects
 - Working on design and engineering of the SSAE addition
 - Finalizing remaining MLO projects
- Miscellaneous
 - Created Boundary Map for Power School
 - Created evacuation maps for IVES

The Best Choice to Learn, Work and Lead

Risk & Benefits

Shannon Hathaway



Work Comp - Historical Claims Data:

	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Claim - Total	122	138	119	121	103	125	126	4
Claims - Open	0	0	0	0	2	0	7	1
Claim Pd \$	\$173,497	\$222,745	\$234,781	\$327,011	\$654,038	\$328,148	\$237,038	ytd
Reserve \$	\$0	\$0	\$0	\$0	\$115,190	\$0	\$101,548	\$12,710
Experience Mod	1.00	0.86	0.82	0.87	0.72	0.73	0.84	0.84

(as of 7/31/19)

2016/17 - has 2 open claims on 1 staff member / still in reserves

2018/19 - has 7 open claims included in the reserve total

The Best Choice to Learn, Work and Lead

Chief Education Officer

* We continue our EmpowerFZ journey with teachers including students in their culture building activities, utilizing student voice, and our leadership team beginning instructional rounds. We are continuing and expanding our Tagg Guest Teacher Pilot in the zone. Athletic teams are getting ready to begin fall competitions. P.3-4

* The iConnect Zone charter schools started the 19-20 school year with a focus on staff development. Power Technical Early College conducted team training with educational consultant, Anita Archer, who focused on Explicit Instruction strategies. Grand Peak Academy staff received training in Restorative Practices and has begun implementing community circles daily. GOAL Academy hosted their first ever statewide forum at Hotel Elegante with over 400 employees in attendance. P.5

* The POWER Zone is excited to start another academic year! The opening of Inspiration View Elementary School has gone amazingly well and we are already past enrollment projections for the 2019-2020 school year. In fact, this year POWER Zone will see the largest overall enrollment ever. We are looking at growing over 200 students this year over and above last year's October count numbers. With increased schools, students, staff, and families comes increased opportunity to build an even stronger network of support for the students we serve. P.6-7

* The Sand Creek Zone schools are off to a great start welcoming students and families with a variety of events. P.8

* The Learning Services team is now located at the Creekside Success Center. Having the entire team working out of single location is already increasing efficiency in work process. Learning Services team members worked throughout the summer months preparing for the launch of the school year to ensure academic systems were refreshed for students and staff. P.9-12

* The departments under Individualized Education have been working to get the 19-20 school year off to a strong, positive start with building visits, trainings, and creation of various support structures and resources for staff to access throughout the school year. Each department has also selected goals for 19-20. Fine-tuning of the goals is underway along with capturing them in Envisio. P.13-14

* The D49 Communications Department used the summer months to take advantage of multiple professional development offerings, including a national convention for best practices in the field of School Public Relations. The staff continued to solidify goals and processes outlined in a team planning summit while supporting a key community engagement for the district's new elementary school. P.15-16

* The new AAL team (CTE, CE, and WBL) consolidated and relocated offices to the Creekside center and have begun planning efforts to better support D49 counselors, administrators, and families with improved communications, resources, and marketing materials for all programs. AAL supports emerging WBL opportunities across the Pikes Peak region for D49 students through the Pikes Peak Business & Education Alliance and the new online Marketplace, scheduled to launch at the end of August. P. 17-18

* District 49's outstanding stewardship of DODEA grants has resulted in the district's selection as the DODEA Professional Development lead for the 39 grantees that make up the South-Central region. The

“Sunrise Salute”, a breakfast for the district’s military personnel and first responders is scheduled for 7am to 9 am October 11th in Peak View Hall at Creekside. Charter school support requirements were addressed with the addition of a new registrar. The SIS team is responding to service needs at schools with PS issues. The Level 1 service is needed, but it delays back-end priorities. Adding a Level 1SIS support person would alleviate this concern. Base49 expanded the capacity of every operating location to accommodate 60 students, which decreases the number of families on waiting lists for BASE49 services.

P.19-20

Falcon Zone

Welcome Back!

We had a great zone kickoff welcoming all zone staff to the new year. Our dual focus of our kickoffs is always having fun along with informing about the upcoming year. Our zone leadership team presented our “Message from the Top” and focused on our Empower FZ journey so far and what is coming up. Our big ask of teachers is to be courageous, become vulnerable and take risks in the classroom. Becoming a modern teacher does not happen overnight. We know this. We also know that managing change is a journey in itself. We acknowledge where our teachers are in the change process and we are supportive of their emotions and needs. Our fun came with team competitions and FHS Principal Darryl Bonds as the game show host for Let’s Make a Deal!

We have great new staff members who are excited to be working in the Falcon Zone.

New Administrators

FHS Principal Darryl Bonds

FHS Assistant Principal Lauren Murphy

FMS Assistant Principal Elena Forehand

Empower FZ (Firm Foundations, Every Student, Learning and Working)

This will be an exciting year for Empower FZ ! Our leadership team came together in June for a 2-day retreat with great focus on Empower FZ . We are being trained in instructional rounds which differ greatly from walk-throughs. These non-evaluative classroom visits help create a true picture of where a school is with instruction and learning. The data collected will help guide us with next steps with staffs.

Principals and instructional coaches have led staffs through how to develop classroom codes and class visions with their students. This varies greatly from the traditional way of a teacher developing and posting classroom rules with no thought about a class vision. These are some first steps to truly putting the learner at the center and creating a learner-centered culture. We want to empower our learners to own their learning and their learning environments. We saw this in action when our leadership team visited classrooms at Falcon Middle School and Bennett Ranch Elementary School earlier this week. It is great to see teachers leading these activities, creating inviting learning environments that cater to students’ needs and taking risks to be a facilitator of learning rather than the “sage on the stage.”

Falcon Middle School Principal Brian Smith and I had the opportunity to co-host a webinar this summer with Modern Teacher. We focused on aspects of the success of our journey so far including developing a theory action, instructional model, logo, brand, goal cycles, and our portrait of a graduate as well as how we measure our progress and success. Cheryl DeGeorge and I had the pleasure of co-presenting with Modern Teacher at the July Colorado Association of School Executives conference focusing on similar elements.

Happenings in the Zone

□ We are continuing the Tagg guest teacher pilot for Falcon High School and Falcon Middle School this fall, adding Falcon Elementary School of Technology. We will assess our successes with the program and determine if we want to continue with Tagg or revert back to the district guest teacher program.

□ Our fall athletic teams will soon begin competitions:

o FHS Softball on 8/17 @ FHS vs. Valor Christian

o FHS Cross Country on 8/23 @ Norris Penrose

o FHS Volleyball on 8/28 @ Thunder Ridge

o FHS Soccer on 8/29 @ FHS vs. Coronado

o FHS Football on 9/6 @ Dutch Clark vs. Pueblo Central

o FMS Volleyball on 8/22 @ CMJH

REPORT OF THE EDUCATION OFFICE

- o FMS Cross Country on 8/22 @ Penrose Event Center
- o FMS Football on 8/29 @ FMS vs. Fountain

iConnect Zone

Current and Ongoing Activity

The Falcon Homeschool Enrichment Program has moved to IVES. Families and staff are looking forward to adding a new STEM option to the program for elementary students.

Patriot High School is preparing for the grand opening of their new construction building that will allow CTE Construction students to work on large-scale projects in the safety and convenience of an indoor workspace.

Rocky Mountain Classical Academy hosted a “Night with the Principal” on August 12 to welcome new families by a mission and vision discussion.

Pikes Peak School of Expeditionary Learning is celebrating year 20! The school will have several recognitions and events throughout the year to commemorate the occasion, including a visit by the national and regional office of EL Education.

Springs Studio for Academic Excellence kicked off the new year with a back to school barbeque for staff, students and families.

The Banning Lewis Ranch Academy PTO welcomed Kindergarten students and parents on August 6 with a “Cheers and Tears” breakfast.

Upcoming Activity

Liberty Tree Academy welcomed new Principal, Stephen Wright to the eagles family. The staff eagerly awaits the 19-20 school year which will start on September 3rd in their new building.

Pikes Peak Early College is settling into a new school year at the SSAE Campus. Students are planning an Open House/Back to School Night event on August 12.

The iConnect Zone Excellence Team will be hosting a Star 360 training on Tuesday, August 27 at The Creekside Success Center from 8-11am. The focus of the training will be to look at probs, specifically in creating them for the masses. Attendees will take a deeper look at instructional reports for grouping and instruction with alignment to SAT and tips for advanced users.

POWER Zone

Current and Ongoing Activity

Academic Performance:

**ELA CMAS Avg. %M/E Performance over 5 Years (2015-2019) and
ELA & Math 2019 MGP Growth**



School	2015 %M/E	2019 %M/E	2019 ELA MGP	2019 Math MG
SMS	39	49	60	55
OES	39	49	60	49
RVES	38	58	58	70
SES	44	50	53	38
ALLIES	N/A	10	50	47

%M/E = percent of students who meet or exceed on CMAS assessment. % M/E and combined MGP averages are unweighted. MGP = Median Growth Percentile, State Average MGP = 50. ELA performance is a high indicator of performance across content areas.

Personalized Learning: The Authentic Learning Leadership Team has evolved into one of PZ's three newly formed action cohorts that directly align to the zone's three major focuses: School Climate and Safety, Academic Performance, and Personalized Learning. These action cohorts consist of zone leadership and principals facilitating meetings with groups of teachers in order to come up with definable measures around these updated focuses. The goal by the end of the 2019-20 school year is that the zone will have at least three measures per focus defined and a draft digital dashboard created for review.



School Climate: Please join us for our third annual POWER Zone Backyard BBQ from 4:30PM to the start of the VRHS football scrimmage against Dougherty High School on Friday August 23rd! Come and find out more about some of our clubs, activities, and athletic programming by visiting some of our information and game booths that will be set up throughout the event. Food and drink will also be available for \$3 to include one hamburger or hot dog, chips and a drink. If you plan to attend, and especially if you'd like a meal, please sign up on the google form located here: bit.ly/pzbbq19 (case sensitive)

Sand Creek Zone

Current and Ongoing Activity

The Sand Creek Zone kicked-off the school year with a zone-wide BBQ lunch and presentation from guest speaker Kenyon Salo who inspired the group say “yes” now and figure out the how after. Kenyon Salo is one of the top trainers, facilitators, and keynote speakers in the fields of motivation, inspiration, and adventure. One of only five members on the Denver Broncos Thunderstorm Skydive Team, he is seen each week during game season flying into the Denver Broncos Stadium at 60+mph, ending with a soft tip-toe landing on the ten yard line.

The Sand Creek Zone enjoyed a strong start to the 2019-2020 school year. We welcomed back leaders via a Leadership Development Institute hosted by our Studer Education Coach, KK Owen. Leaders reviewed strategic plans, revised scorecards, and aligned goals with the four pillars in the zone plan (Student Success, People, Service, Innovation/Growth)

A cadre of SCHS leaders attended a three-day AVID Summer Institute in Denver. SCHS is implementing AVID at the 10th grade level for the 2019-2020 school year. Sand Creek plans to expand the program a grade level per year over the course of the next few years.

Remington had a great start to the year. They have several new staff members that bring renewed energy to successful instructional teams. They have completed their student testing in math and reading and they are ready to start interventions to meet the learning needs of all students.

Sand Creek kicked off the school year by giving Freshmen t-shirts that reflect their “We Stay Committed” culture of dedication to post-secondary goals. Almost 500 students qualified for Renaissance earning a 3.0 or higher in the Spring 2019 semester. Students already earned a free t-shirt and will celebrate after school on August 29th with free Kona Ice. Their Back to School Night took place on 8/7 and the leadership team hosted Freshmen 101 for new parents and students on mastery, differences between middle and high school, graduation guidelines and credits. They will be holding their annual Senior Sunrise for the Class of 2020 on 8/23 where seniors are provided breakfast, a senior t-shirt and will vote on senior song, motto and flower. The leadership team will talk to students about finishing strong, reviewing credits and getting students information on graduation.

Springs Ranch has had an excellent start to the school year. They have had some great transition events, such as a Culver's Family Night and Kindergarten home visits just before returning to school. Students enjoyed meeting their teacher at open house and ice cream social. Teachers and students did a great job of establishing routines and procedures to help us have a productive year. SRES is excited about implementing their new language arts program, CKLA this year. They are looking forward to meeting with all our families at Back to School Night on August 14.

Learning Services

Current and Ongoing Activity

Data and Assessment: Dates for all state and district level assessments are set and disseminated to school leaders and School Assessment Coordinators (SACs). Training dates for school SACs have been specified for the school year. State assessment data arrived in district and is under embargo until August 15.

The Data and Assessment team diligently worked behind the scenes to upload all of our staff and student profiles to prepare for the start of the year. The office supports over 20 different platforms including RANDA for educator evaluation, myON, STAR, myON, ST Math, Lexia and Amplify Science for over 1000 educators and 17,000 student access credentials as well as the use and maintenance of these platforms.

During July, Kathleen Granaas provided Acadience Math (formerly DIBELS Math) training as a part of Base Camp for new teachers. District wide over 4000 elementary students were screened last year with these set of indicators that give educators feedback on students' acquisition of the foundational skills in math.

On August 7, Kathleen provided a College Board "Data Dig" training to approximately 20 D49 leaders to increase understanding about the College Board (PSAT and SAT) assessments and how to use their associated data.

During the month of August, Kathleen also offered training for kindergarten teachers on School Readiness providing educators the opportunity to discuss productive practices in collecting data on the readiness of our kindergarten students. The state-required data collection aggregates the number of students that display "readiness" in one or more of 6 domains: Social-Emotional, Physical, Language, Cognitive, Literacy, and Mathematics. Kindergarten teachers use this information to guide their instruction. Legislators use this data to guide decision-making.

Education Technology: Melissa Riggs and Daniel De Jesus, Education Technology Specialists attended the Schoology NEXT Annual Conference July 9-12. Melissa presented, "Making #DigCit Real for Elementary Students". Mary Hopper, Project Based Learning teacher at Woodmen Hills Elementary also attended as the winner from December's D49 Schoology NOW! mini-conference. Melissa and Daniel also offered EdTech Boot Camp sessions for all newly hired District 49 educators throughout the month of July. Daniel is working with the Power School Team to accurately configure Schoology for the grade pass back process. This will significantly benefit the Falcon Zone with implementation of Modern Teacher. The EdTech Team is also supporting several departments across the Education and Business Offices with the development and implementation of district-wide compliance training for all staff.

Leadership Development: Over the summer months, Amber Whetstine, Executive Director of Learning Services, co-taught two courses, Human Resources and the Practicum Experience with Sue Holmes, Falcon Zone Leader. Sixteen students completed the D49-University of Colorado, Colorado Springs partnership cohort earning eligibility for a Colorado Principal License in August.

Amber attended the Colorado Association of School Executives annual conference July 24-26. She attended sessions presented on by the Colorado Department of Education (CDE), as well as the Colorado Education Initiative on topics such as school accountability, legislative updates and school finance initiatives.

Literacy: Summer READ Camp took place at Bennett Ranch, Ridgeview and Remington Elementary Schools June 3-28. Nearly 200 students in kindergarten through third grade participated. Stacey Franklin, Coordinator of Literacy Performance, attended the Acadience (formerly DIBELS) Super Institute in Las Vegas, Nevada with Lori McCoy, Literacy Coach and Amy Weeber, Lead Interventionist at Evans

International Elementary School. This training opportunity was funded through our recently awarded CDE Early Literacy Grant. Stacey also attended the Language Essentials for Teachers of Reading & Spelling (LETRS) facilitator training in Denver July 29 - August 1. As the first certified LETRS trainer in D49, Stacey will train D49 staff in the future on rigorous, research-based, instructional practices in literacy that address reading instruction and intervention. All new elementary teachers received training in Acadience Benchmark and Progress Monitoring assessments at Base Camp July 25.

Aha! Network: Building-level administrators participated in our 3rd Annual Leadership Launch event. July 11 and 12. On July 11, keynote topics included school law, business office updates, and operations office updates. Additional breakout sessions focused on school safety, individualized education, and many other leadership topics for school leaders. A Performance Excellence Summit followed on July 12. A total of 80 administrators participated in the event this year up from 70 in 2018 and 49 participants in 2017.

A new mentor professional learning community (PLC) meeting was held on July 17. This session provided support to new lead mentors across D49. Experienced mentors served on a panel, answered questions and shared resources with new members of the team.

All new teachers and special service providers attended Base Camp July 23-25. A district orientation was held on July 23 at Vista Ridge High School to introduce new staff to our vision, mission and values, followed by two additional days of training at district and building sites. This year, in addition to district-provided training on Acadience (DIBELS) literacy and math, the professional learning team coordinated sessions on Eureka Math and Core Knowledge Language Arts (CKLA). A total of 144 participants attended Base Camp this year.

Title Programs: CDE has reviewed the 2019 -20 Every Student Succeeds Act (ESSA) consolidated application and has granted D49 substantial approval. Lorretta Grimaldo, Title Programs Manager is currently working with schools and department leaders to submit modifications for final approval to obligate Title program funds. Lorretta worked over the summer months as the McKinney-Vento Liaison communicating with D49 homeless families regarding processes to access school support. On August 13, Lorretta met with all Title I school administrative assistants to onboard new assistants and review policies and procedures.

Wellness: On August 5, Amber Whetstine and Rachel Duerr, Health and Wellness Specialist, met with school representatives to share information regarding recently passed HB19-1032 Comprehensive Human Sexuality Education. Amber and Rachel will be meeting with CDE for additional guidance and will share updates with building leaders in the upcoming month.

The fall Whole School, Whole Community, Whole Child Co-Leader meeting is scheduled for August 22. New wellness leaders will have an opportunity for an introductory training in the morning and all wellness leaders will meet in the afternoon. RMC Health will be assisting with the facilitation of the training.

All D49 full-time staff have access to a new wellness benefit this year, Wellbeats, an online fitness video membership with over 400 class options. This benefit is funded through the D49 Anthem staff wellness fund and was selected with input from the annual staff wellness survey and wellness council.

Upcoming Activity

Literacy: Leslie Laud, keynote speaker at D49's 2019 Literacy Summit and author of *Releasing Writers* will return throughout the 2019-20 school-year to provide teachers with professional learning in Evidence-Based Writing Instructional Strategies. A total of nine days will occur August, through January.

Title Programs: The Title Programs Team will meet with Title I principals on September 12. Lorretta Grimaldo will also meet with Title I community liaisons in mid-September.

Aha! Network: The Professional Learning (PL) Team is continuing to enhance the D49 mentoring program and is excited to continue a partnership with Dr. Boogren, author of *Supporting Beginning Teachers* and *The Beginning Teacher's Field Guide*. Dr. Boogren will present to inductees and their mentors on September 11 and 12. Inductees will receive a copy of *The Beginning Teacher's Field Guide* and learn about the six phases a new teacher goes through. They'll also be equipped with classroom strategies and self-care practices tailored to the challenges they'll likely encounter in each phase.

Math Foundations: The (PL) Team is thrilled to bring Juli Dixon, author of *Making Sense of Mathematics for Teaching* August 28 to meet with D49's Math Leadership Team, middle school math teachers and high school math representatives. Principals, other building leaders and instructional coaches are also invited to participate. Juli will focus on the importance of sense-making for students and teachers as well as uncover unproductive practices in mathematics.

CO-TOP

Through the VOW and other survey data, we have heard the need for more training opportunities for our paraeducators. We are excited to be partnering with the Paraprofessional Research and Resource Center at the University of Colorado Denver to provide our paraeducators with relevant training opportunities. The CO-TOP model is a train the trainer model which equips trainers with resources and materials to train paraeducators in 22 academies which cover a variety of topics including behavior management, instructional strategies, language development/acquisition, and more. Building trainers will attend training on 8/22 and 8/23 and will have access to all of the materials for each academy which will enable them to provide the specific modules that are important/relevant to the paraeducators within their buildings.

Wellness: The D4.9K Walk/Run will be held at Falcon High School on Sept. 14. The 49 Yard Kid Dash will kick off at 8:45am with the 4.9K walk/run beginning at 9am.

Individualized Education

Current and Ongoing Activity

Department: Community Care

Goals for the 2019/2020 School year:

- #1 - Provide 8 Counselor Meetings/Trainings throughout the school year partnering with the Applied and Advanced Learning Department.
- #2 - Community Engagement Advocates will run monthly At-Risk reports and schedule a meeting with each campus administrative team and the Zone Security Specialist to discuss the most At-Risk students and organize supports for those students.
- #3 - BCBA's will collect data on the number of referrals made and the scope of those referrals by providing a report at the end of each semester.

Department: Culturally and Linguistically Diverse Education

Goals for the 2019/2020 School year:

- #1 - Increase relevant and meaningful communication between parents, students, community, CLDE staff, and D49 staff concerning right, student achievement, department initiatives, and enrichment opportunities.
- #2 - Increase student language development as measured by WIDA ACCESS by 10% from comparable data from 2019 ACCESS using best practices.
- #3 - In order to provide high-quality training to at 25% of district-operated staff members by the end of the 2019-2020 school year, we will increase professional development opportunities to general education teachers and administrators through on-site training, online training, conferences and work-study.
- #4 - Increase CLDE teacher and paraeducator leadership at the building and district level.

Department: Gifted Education

Goals for the 2019/2020 School year:

- #1 - By April 2020, District 49 will increase the percentage of gifted identification students in all gifted areas and increase the percentage of identification of students from underrepresented populations to mirror district demographics.
- #2 - By April 202, District 49 will improve our Advanced Learning Plan (ALP) to be best practice and compliant with all state key requirements.

Department: Special Education

Goals for the 2019/2020 School year:

- #1 - Increase opportunities for Special Education staff to attend training and professional development for all areas of education and behavior for the 2019 - 2020 school year. This will be measured in collaboration with classes in Aha! And opportunities state and nationally for all our of staff provided through the Special Education department or Learning Services.
- #2 - In the 2019 -2020 school year we will develop and maintain cohorts and subject matter experts in areas to increase student progress as measured by monitoring goals on IEPs and school benchmark data. These cohorts will be in the areas of CSN/SSN, SoCO, and AN, along with subject matter experts in utilizing evaluation data to develop goals and an Autism team as a resource for staff.
- #3 - Provide comprehensive trainings, guidance, and resources in Schoology with continual updates throughout the 2019 - 2020 school year.

Department: Early Childhood Education

Goals for the 2019/2020 School year:

#1 - In order to increase communication, productivity and collaboration within the Early Childhood office the team will complete weekly meetings to include the Dean, Administrative Assistants, Child Find Coordinators and ECSE/Child Find Specialist, 80% of the time during the 2019 - 2020 school year.

#2 - In order to develop a cohesive and strong early childhood PLC, the Dean and ECE/ECSE teachers will complete bi-weekly meetings, 80% of the time during the 2019 - 2020 school year.

Department: School Nursing Services

Goals for the 2019/2020 School year:

#1 - Increase awareness of student medical needs and contribute to student safety through all school staff training on Big 4 Health Emergencies (diabetes, seizures, severe allergies, and asthma) conducted at one all staff meeting for each school by the school nurse with deadline of September 30th of each school year. This information is valuable for teachers and other school staff to know how to sustain a medical emergency until health room staff responds to student emergencies.

#2 - Training of all Special Needs Paraprofessionals about high medical needs students. All SSN paraprofessionals will receive 1 full day of training by school nurses, district dietician on dietary needs for special needs students and other key individuals in our district. This goal is to ensure not only safety for our special needs student population but also to ensure all SSN paraprofessionals are ready to care for students on the first day of school and not be taken away from student contact time in order to complete the required training and delegation from the school nurse.

#3 - Improve training for all school health assistants in the area of diabetes/Stop the Bleed topics and crisis response led by school nurses throughout the school year.

Department: PEAK Programs

Goals for the 2019/2020 School year:

#1 - PEAK students will explore learning opportunities beyond the classroom by going on at least one field trip per quarter for each classroom.

#2 - PEAK students will increase their life and daily living skills by participating in a Life Skills/Daily Living Skills activity once per month.

#3 - PEAK staff will de-brief/discuss strategies and interventions for individual students once per month in a team meeting.

Communications

Professional Development

Summer of Learning: Members of the D49 Communications Department in June and July followed the lead of teammates who developed their skills at national conferences for communications professionals. In June, Director David Nancarrow and Internal Communications Manager Amy Matisek joined the two-day training conference hosted in Boulder by SurveyGizmo, the company that supports the program used by D49 to gather valuable feedback from internal and external audiences. The training enhanced understanding of the software and provided some fresh perspective on how to use the survey tool. In July Nancarrow and Matisek also joined more than 1,000 school public relations professionals at the annual National School Public Relations Association's (NSPRA) conference held this year in Washington D.C. Three days of breakout sessions presented valuable real-world perspectives on topics ranging from critical emergency communications strategies to supporting a "student takeover" of the district's social media feeds. Both professional development opportunities provided valuable learning and provided some new additions to the comm departments' toolbox.

The Staff Connection

Planning for Peakview: The summer months provided valuable time to look closely at the organization of one of D49's largest staff events: "Peakview 2019." Once again Sand Creek High School will open its doors to host the beginning of the year all-staff event. The comms department looked closely at the feedback from 2018's "Peakview: A-Frame," and have outlined a program with greater staff recognition while cutting some of the bulk. One of the changes for this year allows D49 to spotlight our business partners in the larger community who have the opportunity to sponsor the event. These partnerships produced an outpouring of financial support to cover the lion's share of cost for the program elements of the event. We value these partnerships and are delighted to see how many have a keen interest in supporting the D49 vision and mission.



Department Alignment

Moving Ahead with Team Goals: The D49 Communications Department is beginning the school year with a refreshed sense of teamwork and understanding of department goals. As the new school year is upon us, the department looks forward to implementing strategies developed during a planning summit held shortly after the conclusion of the 18-19 school year. Part of the strategy includes three key guiding platforms for the department: To Tell the District's Story, To Act as the District's Chief Promoter and to Manage the Conversation during Critical Events at D49. The designation of these three lanes, we believe, will allow us to align our operational and strategic work with the district's identified priorities. We believe this will also assist in shaping our work within the Envisio management software deploying across D49 in SY 19-20.

Sharing the Story

Welcome to IVES: The communications department was pleased to support the introduction of Inspiration View Elementary School to the public at a ribbon-cutting ceremony on July 22. Director Nancarrow had the privilege of serving as emcee for the event welcoming a standing room only crowd of community members and first-ever IVES students. Through close coordination with IVES principal Kristy Rigdon, the event earned a visit from local media and excellent coverage featured in the Colorado Springs Gazette as well as KKTV 11 News. It was a distinct pleasure to

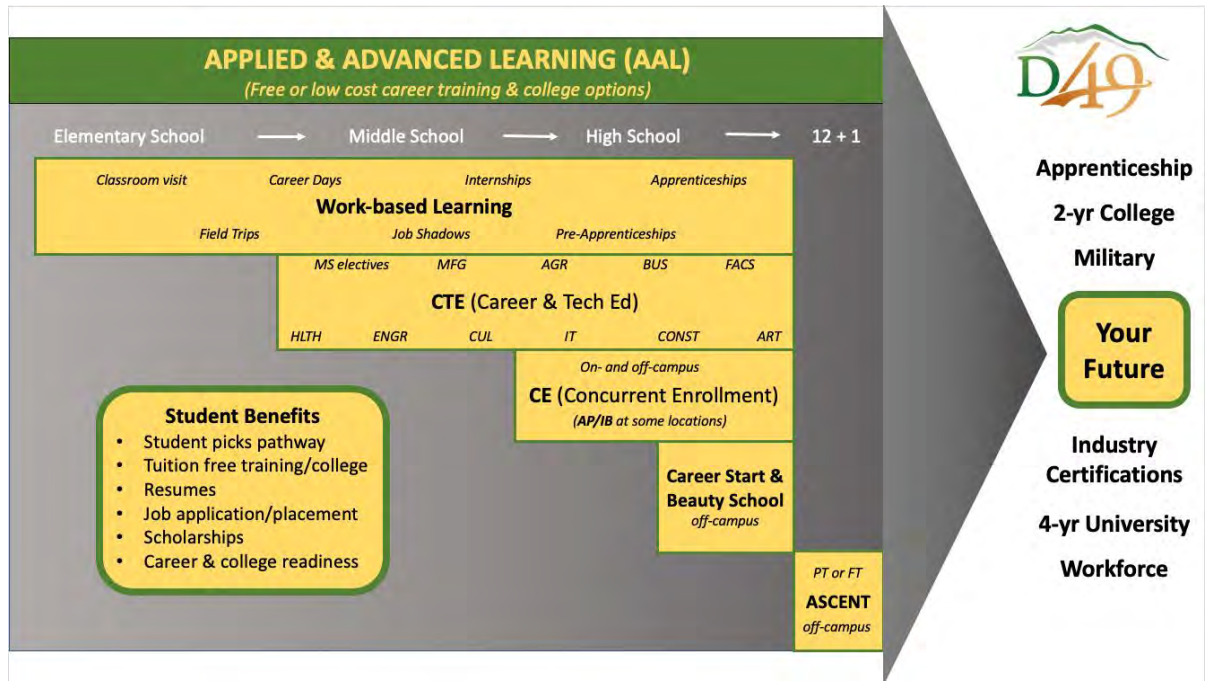


help welcome IVES to the D49 portfolio of schools and our community to the brand-new school supported by voter approved 3B MLO of 2016.

Applied & Advanced Learning (AAL)

Every Student

- **Applied & Advanced Learning (AAL) Reorganization** to provide options for every student
 - Relocated CTE & CE offices into a single office space at Creekside Success Center
 - Developed new AAL graphic to help counselors, admin, and teachers understand how CTE, WBL, and CE, AP, and IB can serve all students.



- Began initial **website redesign** conversations with D49 Communications
- Met with most building AAL points of contact to begin coordinating CTE+CE+WBL.
- Attended many **Back-to-School nights** at both MS and HS campuses to share AAL programming with parents and students.
- **Collaborated w/ Dr. Kim Boyd** to schedule monthly PD for D49 counselors; met with all counselors to introduce AAL on July 29.
- Developing **common/shared resources** and materials for all programs to help counselors share info with parents and students.
- Met with Regina Eslick and Lindsay Cohen to discuss **serving expelled/at-risk students** within AAL (YouScience).
- **Work-Based Learning**
 - **PPBEA Marketplace website** under construction; scheduled to launch end of August.
 - Convened with Culinary & Hospitality industry & secondary partners to develop new WBL opportunities to address 1000-person workforce shortage in the Pikes Peak Region.
 - **TalentFound with PPBEA and CAMA, Statewide Convening, The Mill** – discussed regional manufacturing opportunities and resources to expose students to manufacturing pathways and careers.
- **Career & Technical Education (CTE)**
 - **New Business Program** in-progress at Banning Lewis Prep Academy.
 - Assisting **PHS Culinary and Construction** teachers to develop new marketing materials for these new programs.

- **Concurrent Enrollment**

- Visited the **new PPCC Healthcare Center** north of Rampart Range Campus, offering 6 healthcare pathways:

- Nursing/CAN
- EMT/Paramedic
- Medical Assistant (MA)
- Pharmacy Tech
- Surgical Tech
- Dental Assistant

The new PPCC Healthcare Center was opened to address the significant healthcare workforce shortages in CO and the Pikes Peak Region.

- **New FHS Academy of Health Science (AOHS) pathways** – Met with **Connie Michaels-Lipp**, AOHS Director, to begin planning for additional new healthcare pathways.
- **CE Distance Learning** – Planning to pilot Concurrent Enrollment distance learning starting with VRHS MAT121 (**Amy Rogers**, MAT121 instructor) and other D49 schools to address issues of hard-to-fill college courses, college level math instructor shortages, and student access. A CE Expansion grant application will be written to potentially offset technology licensing and equipment costs.

Best Choice to Learn, Work, and Lead

- **Leadership Launch** – AAL team presented CTE, CE, and WBL options to new D49 leaders
- **Career & Technical Education (CTE)**
 - **CACTE** – Team attended CACTE conference, learned about new statewide CTE Strategic Plan and the bi-annual Regional Needs Assessment
 - **Sahvanna Mease**, VRHS Family & Consumer Science teacher and Early Childhood Education Instructor, was elected CACTE President-elect at the CACTE conference in July.
 - **Mary Mullikin**, VRHS Family & Consumer Science teacher (Independent Living), was chosen as a finalist (out of 70 applicants) for the **MoneyWiser Financial Innovation Awards** with a potential scholarship of \$3,500. Also, Vista Ridge High School and the work that Mary and Sahvanna Mease are doing in their Independent Living classes, was chosen as 1 of 3 finalists for the school category, for a possible award of \$10,000 for the program.
 - **CTE Teacher Luncheon, Aug 30** – purpose is to reconnect with CTE teachers since the Spring storyboarding session to discuss and offer Q&A about the new AAL department and how we can support our CTE teachers and programs.
- **Concurrent Enrollment**
 - **Support** – Coordinated all Intra-campus (on-campus) college course enrollment with PPCC and high schools.
 - **CE Instructor PD** – Cheryl DeGeorge lead CE instructor on-boarding PD for all CE instructors and PPCC adjuncts; PPCC Jenilee Williams attended and provided specific PPCC mentoring.
 - **Colorado CE Conference** – serving on planning committee with CCCS members to plan our first state concurrent enrollment conference, to be hosted on November 8, 2019 at PPCC.

Culture and Services

Building culture and providing services is a continuous process that requires buy-in from School District 49's leadership, students, parents, and community. Intentional exposure and meaningful interaction lead to measurable outcomes, which creates a responsive multicultural environment.

Current and Ongoing Activity

Cultural Framework

District 49's outstanding stewardship of DODEA grants has resulted in the district's selection as the DODEA Professional Development lead for the 39 grantees that make up the South-Central region. The Rocky Mountain Restorative Practices Conference (RMRPC) is open for early registration and discounts have been extended to district employees and partners.

Community Outreach

The "Sunrise Salute", a breakfast for the district's military personnel and first responders is scheduled for 7am to 9 am October 11th in Peak View Hall at Creekside. The Scouts of America from our district will cook for this event, which celebrates the contributions and acknowledges the sacrifices of our guests.

Upcoming Activity

1) 2019 RMRPC Prep 2) IGNITE School Bus Debut 3) Sunrise Salute

Central Registration (CR) and Student Information (SI)

Central Registration is the entry point of the district; therefore, processes are being reviewed daily to add efficiency and customer focus. The SIS is vital tool in the process of fostering integration in the district.

Current and Ongoing Activity

Registration Metrics

The Central Registration (CR) team continues to conduct 2019-20 school year registration. Charter school support requirements were addressed with the addition of a new registrar.

Upcoming Activity

SIS System Implementation

The SIS team is responding to service needs at schools with PS issues. The Level 1 service is needed, but it delays back-end priorities. Adding a Level 1 SIS support person would alleviate this concern.

BASE49

BASE49 is District 49's wholly owned and operated before and aftercare provider, which supports the early arrival and/or late departure requirements of families with elementary school students.

Current and Ongoing Activity

Childcare Operations

The BASE49 team is handling the back-to-school tempo and assisting schools with care requirements.

Upcoming Activity

Childcare Management

Base49 expanded the capacity of every operating location to accommodate 60 students, which decreases the number of families on waiting lists for BASE49 services. The application for low income family subsidies is being approved for the 2019-20 school year and will be implemented soon.

BOARD OF EDUCATION ITEM 13
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 28, 2019

PREPARED BY: Pedro Almeida, Chief Operations Officer

TITLE OF AGENDA ITEM: Chief Operations Officer Performance Review

ACTION/INFORMATION/DISCUSSION: Work Session Discussion

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

The Board of Education adopted an annual performance review process for each of its chief officers. The chief operations officer's review timeline is September-August each year, with the overall review completed in September for the twelve months ending August 31. This year's review covers the period of September 01, 2018 until August 31, 2019.

RATIONALE/DISCUSSION:

When evaluating a senior executive, it is helpful to use a model where reviewers may examine leadership behavior in the context of daily and long-term activity and accomplishments. The purpose of performance review is to improve outcomes by improving performance. The seven sections submitted in the attached narrative organize leadership performance, accomplishments and actions into performance domains established by D49 for evaluating its chief officers. Additional information is provided in the 360 degree performance review survey results and in the list of Operations data attached to the narrative.

RELEVANT DATA AND EXPECTED OUTCOMES:

Quality feedback to the chief operations officer is a critical ingredient that will help us become the best district to Learn, Work, and Lead. Performance review is a systematic way to provide that feedback about how well the COO is meeting the board's expectations.

INNOVATION AND INTELLIGENT RISK:

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other	The chief officers should lead the way for the district in exemplifying our cultural values. The information provided in this performance review process should help validate the chief operations officer effectiveness in leading in this critical area.
	Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community	The chief operations officer is charged to ensure that the entire Operations Office is carrying out the District 49 strategy in all areas of the big rocks, with emphasis on <u>establishing trust</u> , <u>growing a portfolio of distinct and exceptional schools</u> , and <u>setting the conditions</u> to build firm foundations and launch each student to success.
	Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
	Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
	Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

BOE Work Session August 22, 2018
Item 13 continued

BUDGET IMPACT: N/A

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move the Chief Operations Officer's performance review to an Executive Session discussion at the next regular board meeting.

APPROVED BY: Pedro Almeida, Chief Operations Officer

DATE: August 16, 2019

OVERVIEW

This narrative provides general information to assist the District 49 (D49) Board of Education (BOE) as they complete the Chief Operations Officer (COO) annual performance evaluation.

In the past year I generally focused on process improvements, improving strategic planning and leader development. Areas of particular emphasis included security improvement initiatives, long term facilities planning, and improvements in information technology systems. In order to succinctly provide a greater understanding of progress and accomplishments, I will utilize the framework of the BOE-approved Chief Officer Performance Domains in the sections that follow.

1. LEADERSHIP

- Mentoring and Leader Feedback – conducted face to face mentoring and coaching sessions with each of my direct reports. This included a mid-year check in session, an evaluation review session, and a goal-setting session.
- Ensured directors attended professional development sessions, to include CASBO and Baldrige conferences.

2. STRATEGY

- Advancements in BOE-directed strategic initiatives.
 - Enhanced Security Initiative
 - Strategic Facilities Planning and Forecasting
 - Information Technology planning and physical upgrades
- Led the Operations team in preparation for Envisio use as the D49 primary tool to assist strategic and operational planning and monitoring.
- Conducted leaders workshops to further Operations strategic planning and initiatives.

3. CUSTOMERS

- Maintained a focus on MLO 3B execution for facilities improvements throughout the District.
- Improved Facilities capacity with a goal of growing Facilities to keep pace with District growth.
- Increased communications with principals and staff, to include addressing the Leadership Launch, in order to both inform and to hear from our primary customers for Operations support.
- Met with community members as needed to address points of concern.

4. LEARNING & IMPROVEMENT

- Maintained focus on increasing my professional knowledge as it pertains to my responsibilities at D49: this included attending two Baldrige conferences, two CASBO conferences, the NCC Cyber for Executives Conference, the NCC Cybersecurity Symposium.
- Utilized the Clifton Strengthfinders process to increase my self-awareness and to identify areas of strengths and areas of possible improvement in my leadership style.

5. WORKFORCE

- Supported and communicated directly with the Operations workforce in order to allow them access to senior leadership to voice concerns. Conducted face to face visits with the Operations workforce on a routine basis, including

- multiple times addressing Transportation in service gatherings
 - attending multiple NUTS managers meetings and addressing/answering questions at the NUTS full in-service
 - spending a significant amount of time with all security personnel at the annual training event
 - visiting with Facilities department
- Rounding and VoW Learning Tour – as part of the chief officer team, conducted rounding at half of the schools in D49 and also conducted VoW Learning Tour “focus groups” at half of the schools and departments.

6. OPERATIONS

- Increased dialogue with iConnect Zone leader to improve coordination on charter-specific Operations aspects of District operations, to include support coordination for charter schools during the charter application process and the contracting phase of District/charter coordination.
- Implemented the first full year of Enhanced Security Community Advisory Team (ESCAT) meetings and process, which provided an organized and coordinated process to analyze and discuss potential security initiatives with stakeholder representatives from across D49.
- Oversaw the planning for significant improvement to wireless access point infrastructure across D49.
- Worked with the Business Office to coordinate a major bus fleet investment for the second year in a row to improve vehicle reliability and safety.

7. RESULTS

- Increased chief officer contact with the workforce via VoW learning tour and rounding, allowing all three of us to gain a greater understanding of employee concerns and issues.
- Strategic Planning: Enhanced Security Initiatives (ESI) Implementation
 - ESCAT Process Implemented
 - Received the inputs of stakeholders representing parents, teachers, administration, staff and students
 - Conducted four meetings during the school year
 - Blue Point (BP) Alert System
 - Reviewed, received BOE approval, and funded BP in conjunction with the Business and Education Offices
 - Installed BP into secondary schools and IVES
 - Security Window Films
 - Reviewed, received BOE approval, and funded window film installation in conjunction with the Business and Education Offices
 - Installed security window films in most schools across D49 in select areas
 - Arming Security Personnel
 - Reviewed and received BOE approval for concept and implementation planning for arming security personnel
 - Drafted and received BOE approval on armed personnel policy in D49

- Formalized D49 internal Vulnerability Assessment process in order to evaluate site vulnerability in a systematic and repetitive manner
- Strategic Planning: Facilities Planning
 - Conducted monthly Strategic Facility Working Group regular meetings to analyze and propose strategic planning options for District leadership consideration.
 - Briefed and received BOE approval for a five year strategic plan to guide D49 planning.
 - Worked with the Business Office to initiate planning and design for the construction of a significant addition to the Spring Studio campus, which will house PPEC starting in late 2020.
 - Coordinated and oversaw the movement of D49 staff into the Creekside Success Center in order to consolidate D49 staff and improve operational efficiency .
- IT Support Planning and Execution
 - Drafted a plan, received vendor proposals and received funding for a significant upgrade to wireless access points (WAPs) in the secondary schools in conjunction with the chief officer team.
 - Monitored and oversaw new WAP installation over the summer period, resulting in significantly increased wireless connectivity reliability in D49 secondary schools at the beginning of SY 19/20.
 - Supervised the creation of a IT Vendor request for proposals as the lead up to awarding D49 IT vendor contract in Fall 2019.
- Transportation Expansion
 - In conjunction with the Business Office, acquired 15 new buses for fleet expansion and fleet improvement, and subsequently removed a large number of buses from D49 inventory.
 - Expanded bus service routes primarily due to opening of a new school.
- MLO 3B
 - Ensured IVES opened on time, and the \$24M project was completed significantly under budget.
 - Oversaw planning and coordination the third major summer surge of P2 projects across D49, with overall process improvements resulting in improved timeliness and execution within budget constraints.



El Paso County School District 49
Chief Operations Officer Annual Performance Review - Approximate Data
Operations Support for SY 2018-2019

District Operated Schools - 22
Charter Schools - 7 (*various levels of support but does not include GOAL Academy, which has extremely limited Operations support*)
Square Miles - 133

Operations Employees - 263
SY 2018/19 Operations Budget
~ \$4.4M (not including personnel salaries)
~ \$51M in MLO & Capital Projects

Transportation

Data Period: SY 2018-19
Employee positions - 134
Budget - \$3.9M
Miles driven – ~1,067,652
Number of students transported - ~4,475 daily
On time rate – 95.9% average across all zones

Nutrition Services

Data Period: SY 2018-19
Employees - 100
Budget - \$3.7M
Locations served - 23
Meals Served

Breakfast	128,730
Lunch	908,829
Summer	2,043

Safety and Security

Data Period: SY 2018-19
District Employees - 4
School Employed Security Staff - 21
of Security Training Drills Conducted (ex: lock down drills) - 4 per school/year
of Safety Drills Conducted (ex: fire drills) - 1 per month by location
of Safe2Tell Reports - 341
of Incidents Requiring Law Enforcement Response – numerous
Budget - ~\$540,000



Facilities and Grounds Maintenance

Data Period: SY 2018-19

Employees - 29

Building Locations Maintained - 24

Grounds Sites Maintained - 27

Acres Maintained- 405.24 acres (includes the square footage of the buildings)

Budget - Planned \$2.3M (\$87,000 in charge backs)

Work Orders (SchoolDude Summary)

Data Period: July 1, 2018 to June 30, 2019

Received - 10,856

74% completed in a week or less

Major Facilities Projects

Construction Trades Building

Head Start Program at FES

Districtwide Concrete repairs

Districtwide Parking lot striping

PHS – HVAC MAU

SES Drain pan repair

WHES Mod Pod restroom flooring

CO Quonset Hut remodel

MLO 3B

Data Period: FY 2016-2019

Employees - 1

Owner Representatives – 2

P2 Projects

Overall Budget - \$21M

\$ Committed to date - \$19M

2019 Summer Projects - 56

P3 Projects Completed

Sand Creek HS - \$4.85 M

Falcon HS - \$5.8 M

Vista Ridge HS - \$7M

P4 Projects Completed

Inspiration View Elementary School – Overall Planned Budget \$24.4 million

Multi-Rater Feedback Report

Pedro Almeida

July 24, 2019



Employment Law • HR • Training • Surveys

About Your Report

Presented on the following pages are the results of the multi-rater feedback process completed by you and your raters. The use of multiple raters increases the reliability and validity of the conclusions of this report. This report can help you to:

- Encourage candid and honest communication between you and your colleagues
- Help you identify your professional strengths and developmental opportunities
- Give you the opportunity to improve your skills by being more aware of others' perceptions and observations of your performance
- Guide your conversations with your colleagues to ensure you remain informed of their observations and suggestions

Your Respondents

The following respondents were invited to participate in your multi-rater feedback process.

Total Respondents	21
Self	1
Other Colleagues	7
Direct and Next Level Reports	9
Peers	4

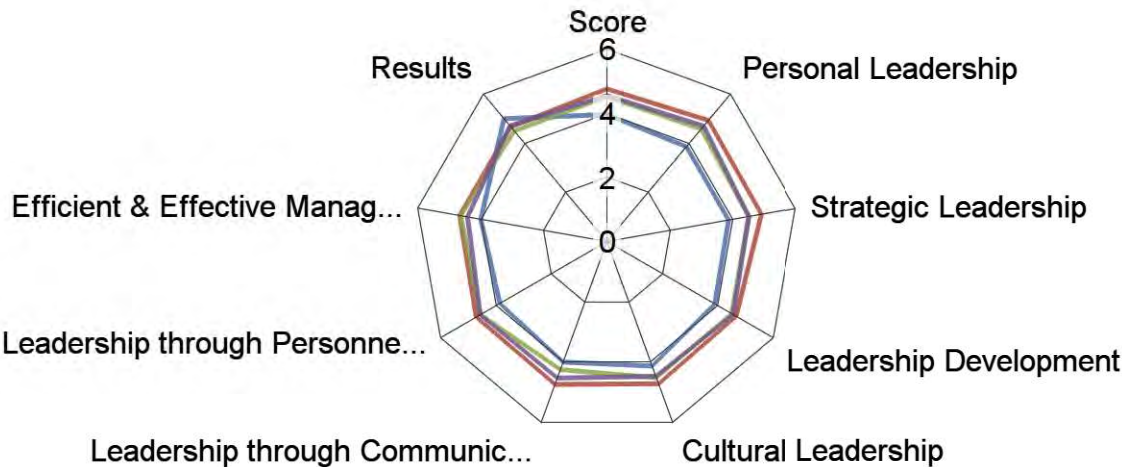
Rating Scale

This assessment used the following rating scale when raters provided their feedback.

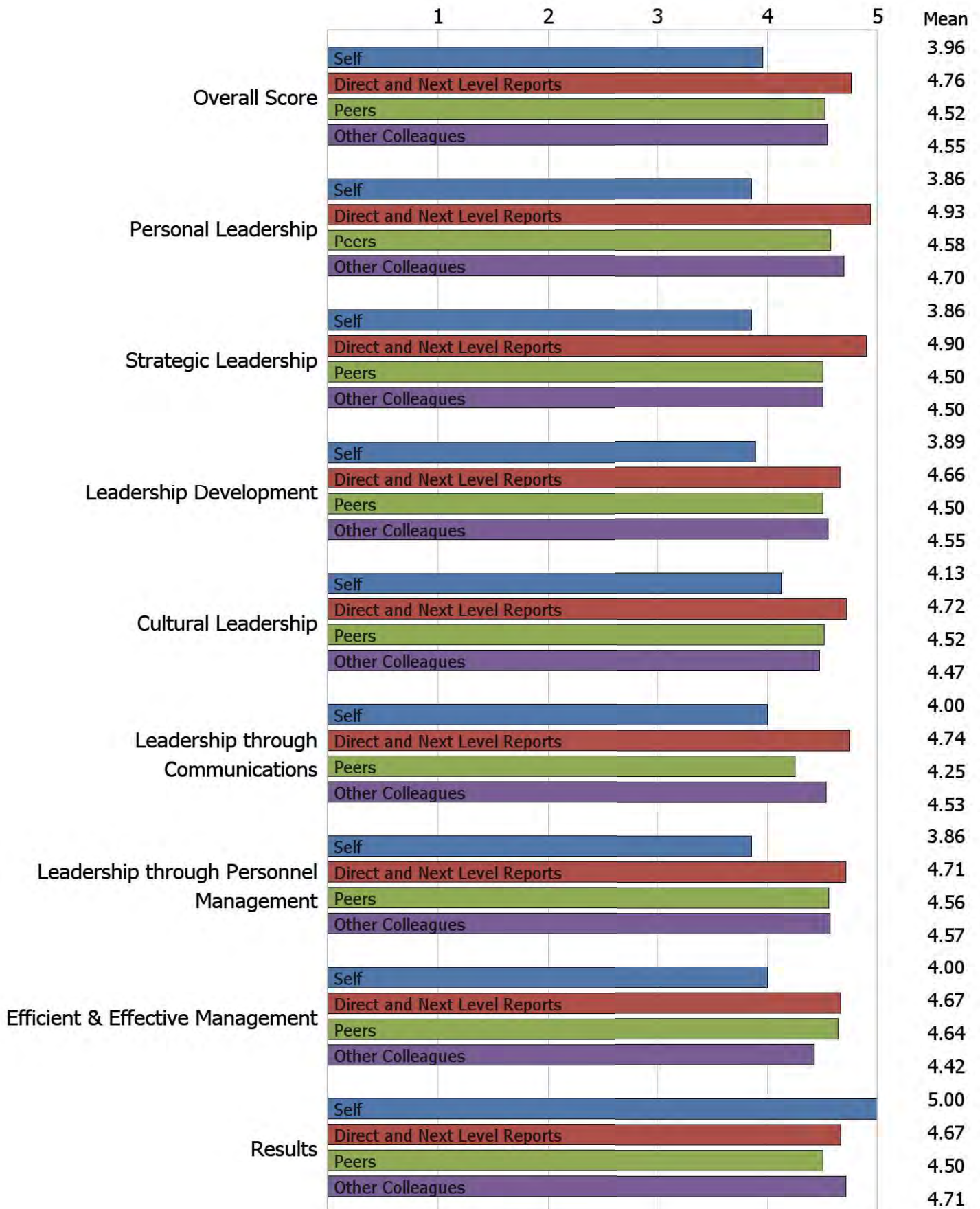
Never demonstrates this attribute	1
Seldom demonstrates this attribute	2
Sometimes demonstrates this attribute	3
Usually demonstrates this attribute	4
Always demonstrates this attribute	5

Scoring Radar

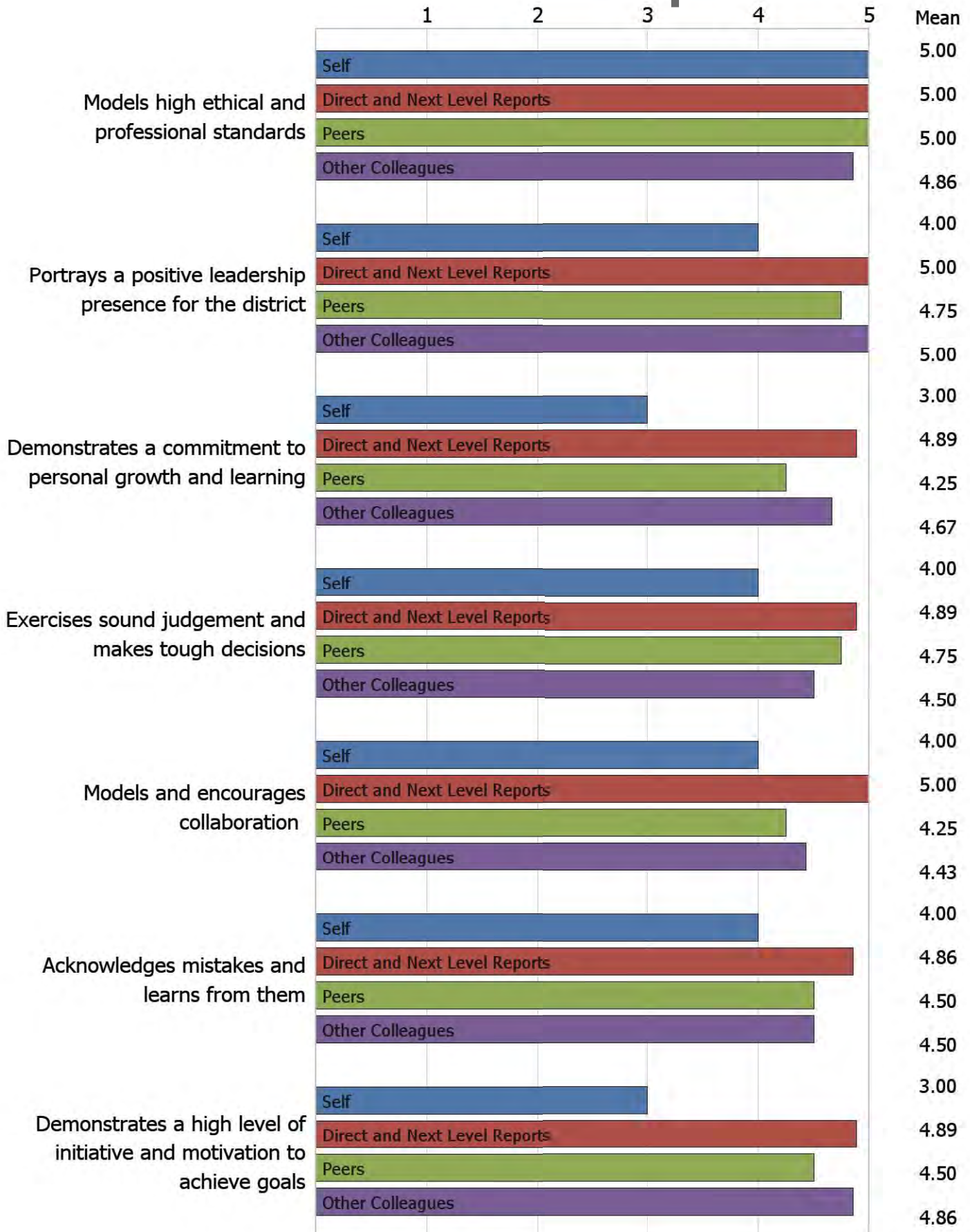
Self Direct and Next Level Reports Peers Other Colleagues



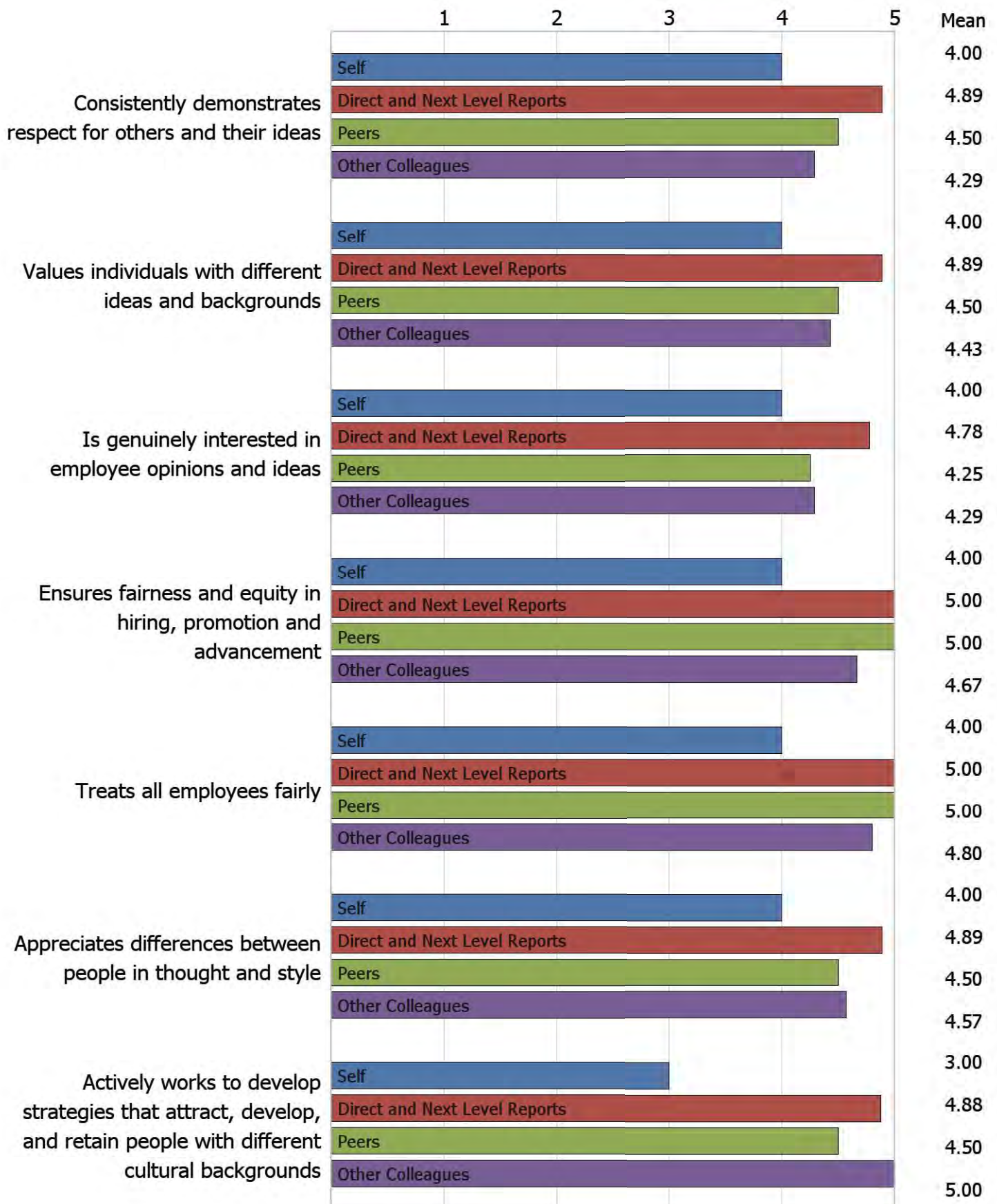
Scoring Overview



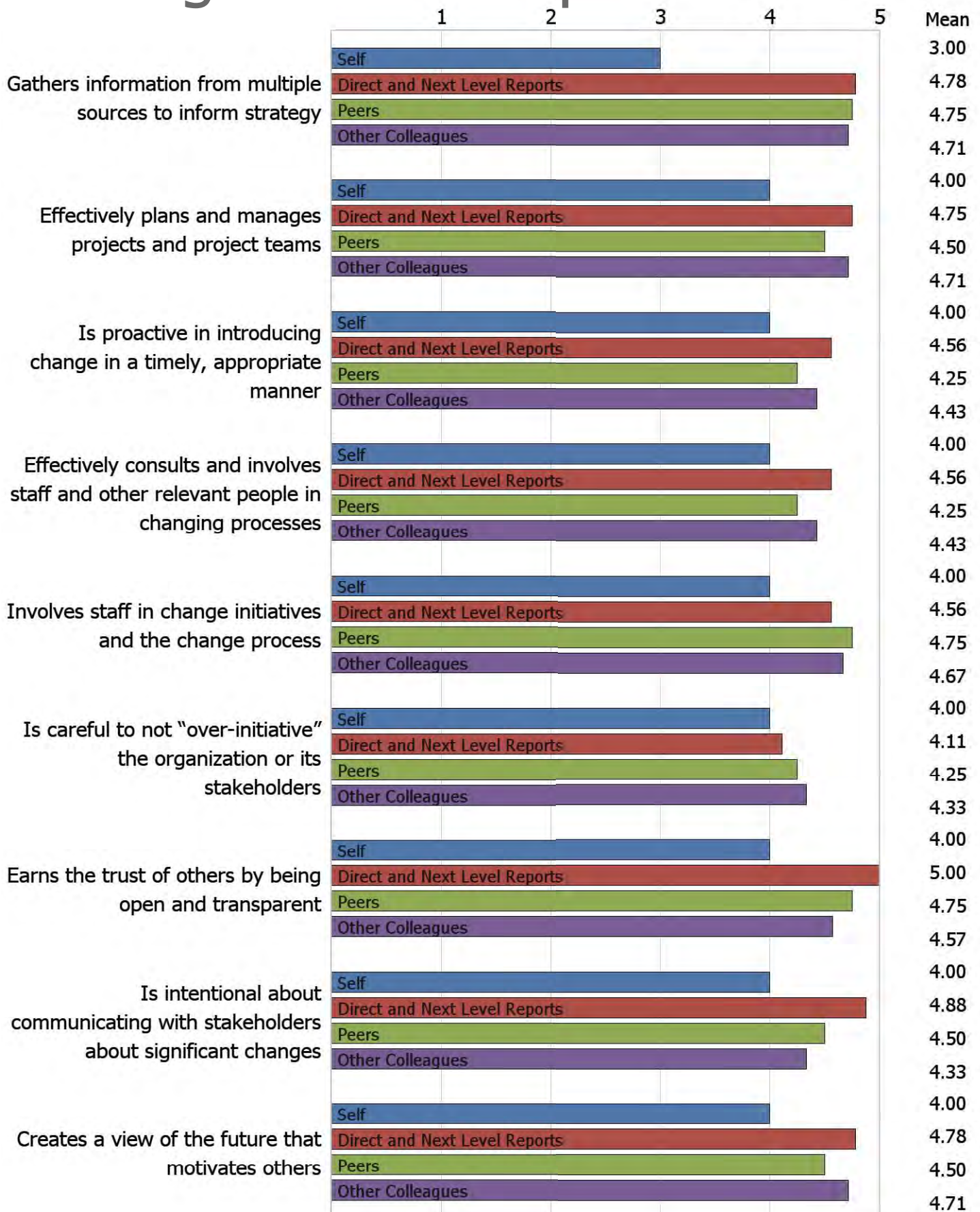
Personal Leadership



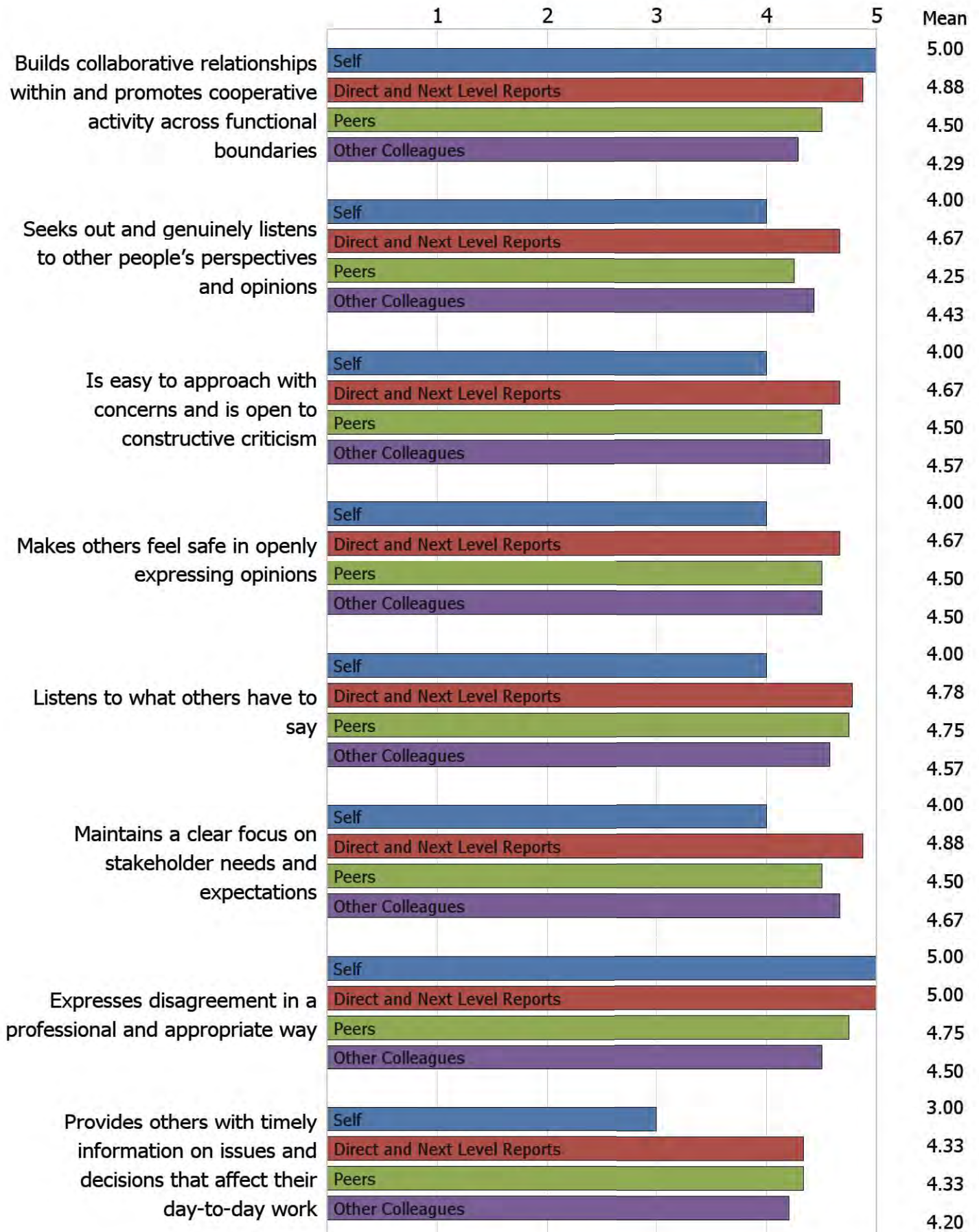
Vision & Culture



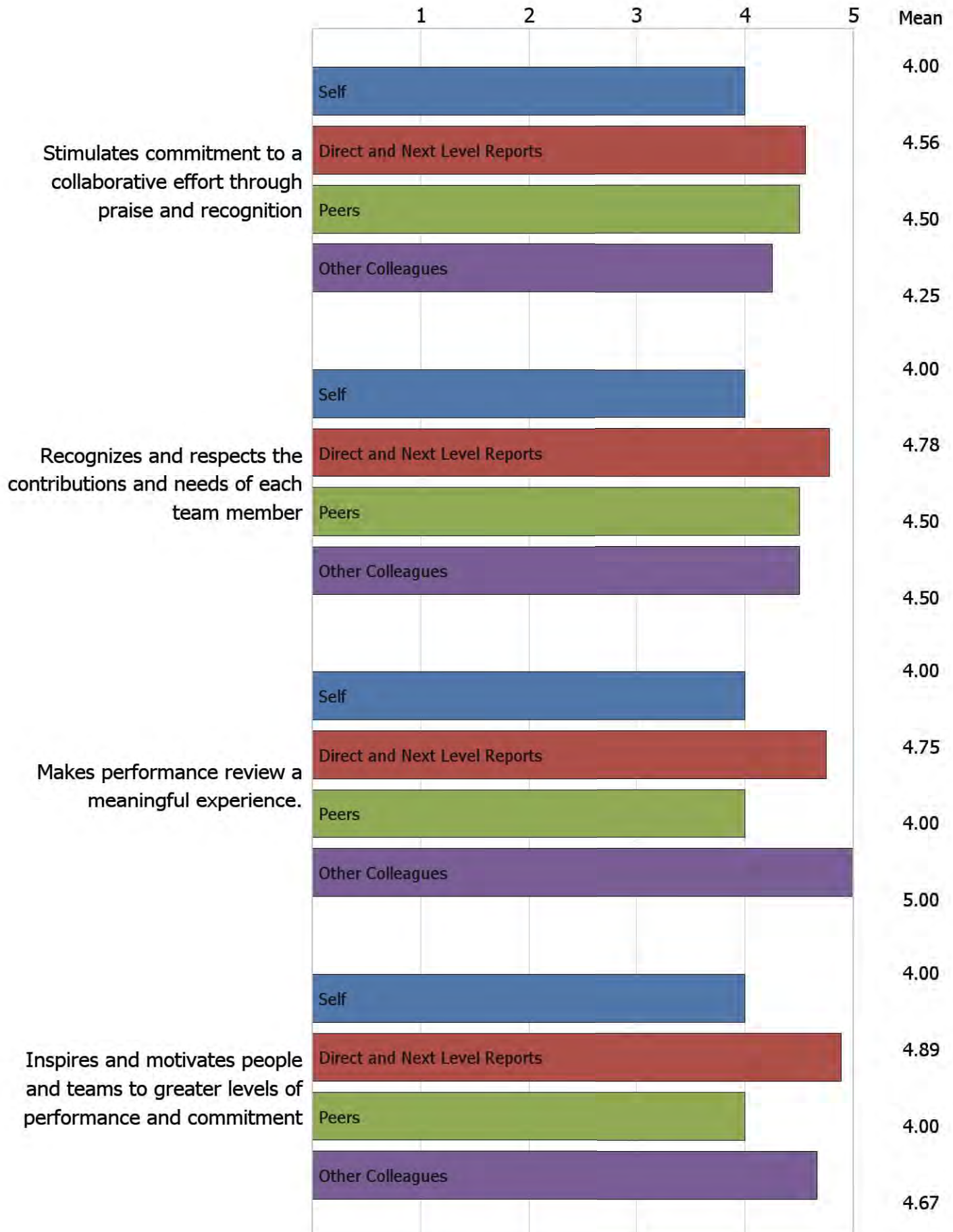
Strategic Leadership



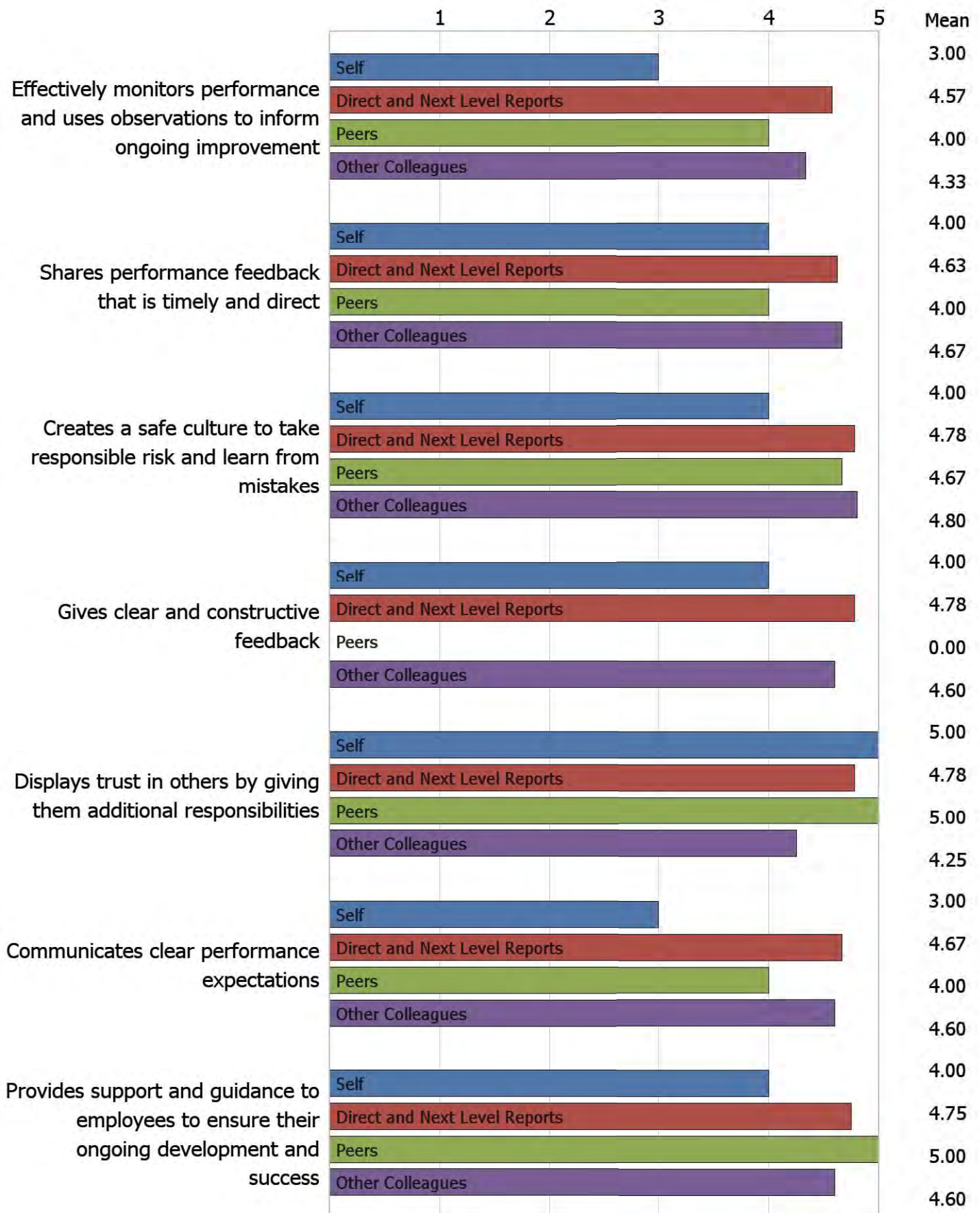
Customer Engagement & Service



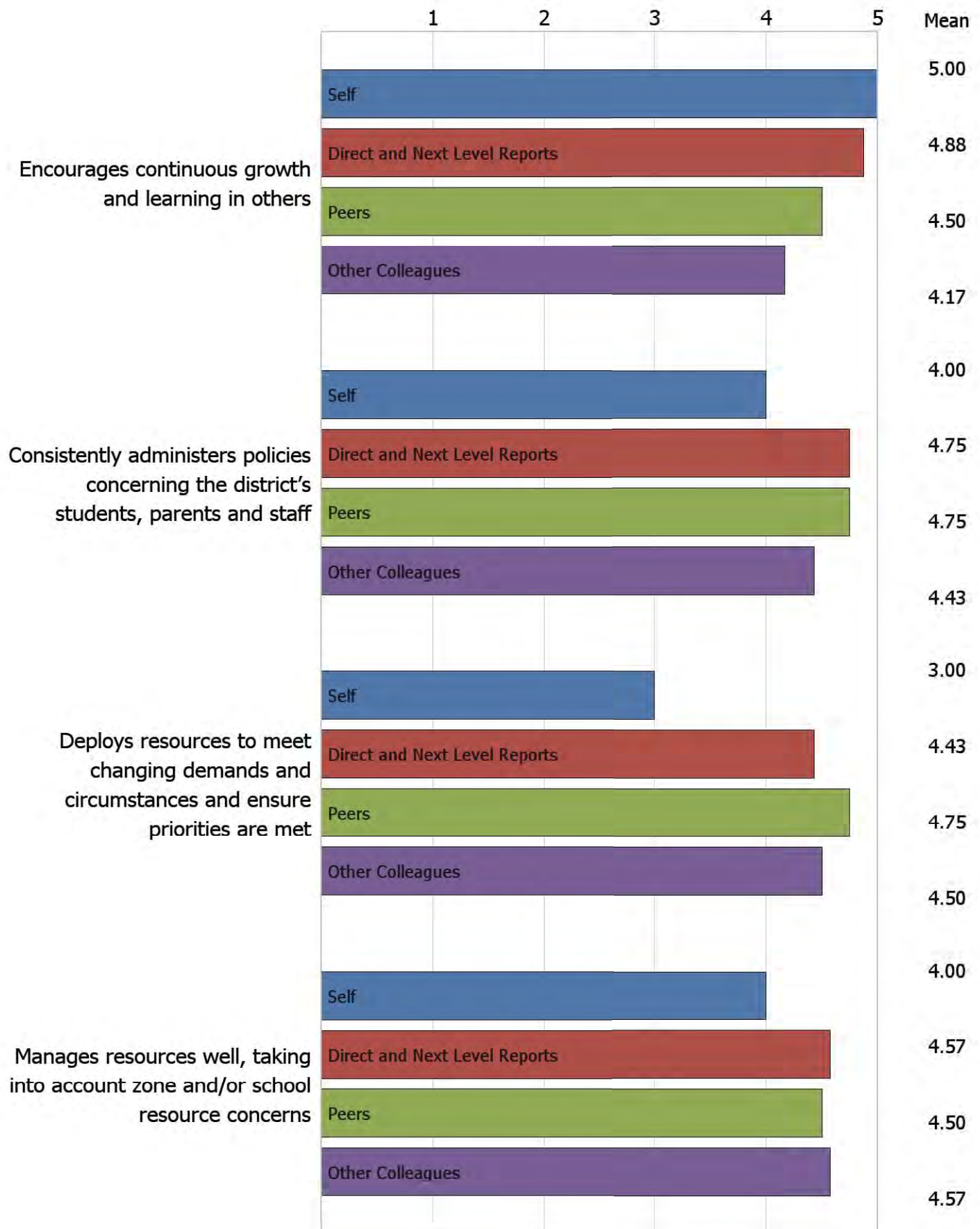
Learning and Improvement



Workforce Service & Development



Efficient & Effective Management



Results

Operations Office results support the District 49 mission and vision

