NOTICE OF REGULAR TELEVISED STUDY SESSION AND AGENDA



April 23, 2014

Educational Services Center 395 South Pratt Parkway Longmont, CO 80501

John Creighton, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

DISTRICT VISION STATEMENT

To be an exemplary school district which inspires and promotes high standards of learning and student well being in partnership with parents, guardians and the community.

DISTRICT MISSION STATEMENT

To educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.

ESSENTIAL BOARD ROLES

Guide the superintendent
Engage constituents
Ensure alignment of resources
Monitor effectiveness
Model excellence

BOARD MEMBERS

John Ahrens, Member John Creighton, President Debbie Lammers, Secretary Paula Peairs, Member Mike Schiers, Asst Secretary Joie Siegrist, Treasurer Bob Smith, Vice President

1. CALL TO ORDER

6:30 pm March Financials 7:00 pm Regular Televised Study Session

2. AUDIENCE PARTICIPATION

3. PRESENTATIONS TO THE BOARD

- Silver Creek High School Feeder Report by High School Student Advisory Council
- 2. Honor Seniors from each High School Student Advisory Council

4. REPORTS

- 1. March Financials
- 2. Aspen Ridge Preparatory Contract Update

5. ACTION ITEMS

- 1. Approval of 2014-2015 Teacher Contracts/Non-Renewal Notices
- 2. Approval of Purchase of Samsung Chromebooks, Management Licenses and Carts
- 3. Approval of Purchase of iPad Mini Cases
- 4. Approval of Purchase of Cisco Network Products

6. DISCUSSION

1. Long-Range Planning

7. ADJOURN

MEMORANDUM

DATE: April 23, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: District Financial Statements – March 2014

PURPOSE

To provide the Board of Education with monthly financial reports in compliance with Board Policy DBI, Budget Implementation/Monitoring.

BACKGROUND

At the work session prior to this Board meeting, information related to the March 2014 Monthly Financial Statements will be provided to the Board in compliance with all aspects of Policy DBI.



March 2014 Monthly Financial Report

"The community is the foundation of our school system. Working together we can give our children expanded opportunities in safe, high performing 21st century schools."

Don Haddad, Ed.D., Superintendent

St. Vrain Valley School District RE-1J Financial Executive Summary

For the period July 1, 2013 to March 31, 2014

Note: The detailed financial statements are an integral part of this summary.

PDF/ Rpt

| Fund | Rpt page | B/S | A2A | B2A | Notes |
|-----------------------|-------------|------|----------|----------|--|
| General Fund | page 6 | B/S | A2A | B2A | CY cash & investments 16% increase over PY primarily due to additional MLO funding. Increase in A/R result of money due from charters for services provided. Increase in prepaids result of copier lease agreement at end of FY13. CY "spec own tax" \$1.7m increase due to improved economy and increased share percentage CY "misc" \$391k decrease due to invoicing of charters for svc CY "special educ" \$717k increase due to increased funding CY "BEST grant" \$849k increase due to timing of projects CY "other state souces" \$535k increase due to READ Act, library grant CY "sal/bene" \$14.8m increase due to increase salaries, positions CY "purch svc" & "supplies" \$4.1m increase due to timing, classification CY "cap outlay" \$464k decrease due to timing, classification PY "transfer to" new self insurance (internal svc) fund of \$3.5m Based on passage of time, 75% through the fiscal year. CY "cap outlay" B2A diff due to classification of MLO budget in "supplies" |
| | | | <u> </u> | <u> </u> | |
| Colo Preschool | 10-11 | n/a | n/a | | Although "salaries", "benefits" and "other" are individually more than 75%, overall exp w/in budget |
| Risk Management | 13-15 | n/a | | | CY "equalization" increase due to restored allocation from Gen Fund Spending/reimbursements for flood damage in Fund 18 |
| Bond Redemption | 18-19 | n/a | n/a | | Remaining interest to be paid on June 15. |
| Building | 20-21 | n/a | n/a | | |
| Capital Reserve | 23-25 | n/a | | | CY "equalization" increase due to restored allocation from Gen Fund Misc revenue includes proceeds from sale of Spangler Elem |
| Comm Education | 27-29 | n/a | | | Increased number of/participation in community school programs CY decrease in community grant program as it nears program end |
| Fair Contributions | 30-31 | n/a | n/a | | or decrease in community grant program as it ricars program end |
| Grants | 33-35 | n/a | | | District awarded 4-year \$16.5m Race to the Top, a stimulus program. Grants receivable improved by \$649k over prior year. |
| Student Activity (23) | 37-39 | n/a | | | , |
| Nutrition Services | 42-45 | | | | Overall expenditures just over 75%; but revenues are also over 75% |
| Self Insurance | 46-47 | n/a | n/a | | |
| Student Activity (74) | 49-51 | n/a | | | |
| Student Scholarship | 52-53 | n/a | n/a | | |
| Investments | 55 | | n/a | n/a | |
| | | LEGI | END: | <u> </u> | No issues or concerns; operating w/in expectations Matters of slight concern; monitoring closely Major issue or concern; requires immediate attention or action |

St. Vrain Valley School District RE-1J

Financial Executive Summary (continued)

For the period July 1 to March 31

Note: Not all funds have been included in the summary shown below. The detailed financial statements are an integral part of this summary.

| | FY13 | | FY14 |
|---|----------------|---------------|--------------------|
| | Actual | % of | Actual % of |
| General Fund | to Date | <u>Budget</u> | to Date Budget |
| Revenues | \$ 127,760,273 | 65% | \$ 133,534,826 66% |
| Expenditures | 142,830,079 | 71% | 161,565,936 77% |
| Transfers | (3,477,887) | . n/a | n/a |
| Net change in fund balance | (18,547,693) | | (28,031,110) |
| Beg fund balance | 44,543,176 | | 61,244,696 |
| End fund balance | 25,995,483 | | 33,213,586 |
| Liabilities | 77,574,470 | | 77,043,067 |
| Total liabilities and fund balance | \$ 103,569,953 | : | \$ 110,256,653 |
| Assets | \$ 103,569,953 | : | \$ 110,256,653 |
| Colorado Preschool Program Fund | | | |
| End fund balance | \$ 471,330 | • | \$ 588,239 |
| | | | |
| Risk Management Fund Change in fund balance | \$ (553,492) | | \$ 797,153 |
| Beg fund balance | 4,986,028 | | 2,878,616 |
| End fund balance | \$ 4,432,536 | • | \$ 3,675,769 |
| | | • | |
| Building Fund | Ф 24.420.204 | 2.40/ | ¢ 0.064.640 400/ |
| Expenditures | \$ 24,430,291 | . 24% | \$ 9,961,610 19% |
| End fund balance | \$ 45,768,686 | | \$ 26,579,137 |
| Capital Reserve Fund | | | |
| Change in fund balance | \$ (71,156) | | \$ 5,031,209 |
| Beg fund balance | 5,515,550 | | 5,757,266 |
| End fund balance | \$ 5,444,394 | | \$ 10,788,475 |
| Community Education Fund | | | |
| Net change in fund balance | \$ 411,900 | | \$ 370,979 |
| Beg fund balance | 2,233,494 | • | 2,463,829 |
| End fund balance | \$ 2,645,394 | | \$ 2,834,808 |
| Fair Contributions Fund | | | |
| End fund balance | \$ 4,212,522 | • | \$ 4,916,157 |
| | | • | |
| Grants Fund | Φ 4.040.040 | | ф. 445 044 |
| Grants receivable | \$ 1,849,248 | | \$ 145,014 |
| Student Activity (Special Rev) | | | |
| End fund balance | \$ 3,760,999 | | \$ 3,947,475 |
| Nestwitting Complete | | | |
| Nutrition Services Revenues | \$ 6,543,576 | 86% | \$ 6,801,637 83% |
| Expenses | 6,493,613 | 85% | 6,633,078 78% |
| Non-cash items | 288,866 | 103% | <u>285,504</u> 93% |
| Change in net assets | 338,829 | | 454,063 |
| Beg net assets | 3,158,937 | | 3,202,846 |
| End net assets | \$ 3,497,766 | | \$ 3,656,909 |

FUND ACCOUNTING

The District uses funds to report its financial position and changes in financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into three categories: governmental, proprietary, and fiduciary. Each category, in turn, is divided into separate "fund types".

Governmental funds are used to account for all or most of a government's general activities, including the servicing of long-term debt (debt service fund), the construction of new schools (capital projects fund), and the collection and disbursement of earmarked funds (special revenue funds). The District's governmental funds consist of the following: General Fund; Colorado Preschool Program Fund and Risk Management Fund, both sub-funds of the General Fund; Bond Redemption Fund; Building Fund; Capital Reserve Capital Projects Fund; and four special revenue funds, including the Government Designated-Purpose Grants Fund.

<u>Proprietary Funds</u> focus on the determination of the changes in net assets, financial position, and cash flows and are classified as either enterprise or internal service. Enterprise funds may be used to account for any activity for which a fee is charged to external users for goods or services. The District's only enterprise fund is the *Nutrition Services Fund*. Internal service funds account for the financing of services provided by one department to other departments of the District on a cost reimbursement basis. The District's only internal service fund is the *Self Insurance Fund*.

<u>Fiduciary Funds'</u> reporting focuses on net assets and changes in net assets. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. Trust funds are used to account for assets held by the District under a trust agreement for individuals, private organizations, or other governments and are therefore not available to support the District's own programs. The *Student Scholarship Fund* is the District's only trust fund. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. The District's only agency fund is the *Student Activity Fund*.

GOVERNMENTAL FUNDS

General Fund

The <u>General Fund</u> is the District's general operating fund and is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include local property taxes, specific ownership taxes, and State of Colorado equalization funding, as determined by the School Finance Act of 1994, as amended. Expenditures include all costs associated with the daily operation of the schools, except for programs funded by grants from federal and state governments, school construction, certain capital outlay expenditures, debt service, food service operations, extracurricular athletic and other pupil activities, and insurance transactions.

The <u>Colorado Preschool Program Fund</u> is reported as a sub-fund of the General Fund. Moneys allocated to this fund from the General Fund are used to pay the costs of providing preschool services directly to qualified at-risk children enrolled in the District's preschool program pursuant to C.R.S. 22-28-102.

The <u>Risk Management Fund</u> is also a sub-fund of the General Fund. Moneys allocated to this fund from the General Fund are used to account for the payment of loss or damage to the property of the District, workers' compensation, property and liability claims, and the payment of related administration expenses.

St. Vrain Valley School District RE-1J

General Fund (10)

Balance Sheet (Unaudited)
As of March 31,

| | <u>2013</u> | <u>2014</u> |
|------------------------------------|----------------|------------------------|
| Assets | | |
| Cash and investments | \$ 39,593,095 | \$ 45,827,778 |
| Accounts receivable | 3,128 | 523,132 |
| Taxes receivable | 63,574,841 | 62,838,664 A |
| Prepaid expenses | - | 600,204 |
| Inventories | 398,889 | 466,875 |
| Total assets | \$ 103,569,953 | \$ 110,256,653 |
| Liabilities | | |
| Accounts payable | \$ - | \$ - |
| Retainage payable | - | 2,460 |
| Accrued salaries and benefits | 6,199,632 | 6,710,694 B |
| Payroll withholdings | 7,169,014 | 7,035,731 |
| Deferred revenues | 64,205,824 | <u>63,294,182</u> A, C |
| Total liabilities | 77,574,470 | 77,043,067 |
| Fund balances | | |
| Nonspendable: inventories | 398,889 | 1,067,079 |
| Restricted: TABOR | 6,603,322 | 6,855,120 |
| Committed: contingency | 4,402,215 | 4,570,080 |
| Committed: BOE allocations | 3,047,000 | 7,266,000 |
| Assigned: Mill Levy Override | 11,544,057 | 13,455,307 |
| Assigned: current year obligations | - | - |
| Unassigned | | |
| Total fund balance | 25,995,483 | 33,213,586 |
| Total liabilities and fund balance | \$ 103,569,953 | \$ 110,256,653 |

Footnote

- A On January 1, when property taxes are levied, the District records property taxes receivable and a corresponding deferred revenue. As taxes are collected, the District reduces the receivable and deferred revenue and records the tax revenue.
- B The District is accruing salaries and benefits of employees whose contracts run from Aug 1 to Jul 31. The accrual rate is 1/11 of the contract amount per month. As of June 30, the District will have accrued the full amount of salaries and benefits payable.
- C In addition to property taxes recorded January 1, the deferred revenue represents the amount to be recognized from the District's forward investment agreements entered into in June 2003. A portion of the deferred revenue is recognized each month in accordance with the agreements.

St. Vrain Valley School District RE-1J

General Fund (10)

Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

| | FY13 | FY14 | | |
|--|---------------|---------------|--------------|----------|
| | July - March | July - March | Dollar | Percent |
| | Actual | Actual | Variance | Variance |
| 1 Revenues | | | | |
| 2 Local | | | | |
| 3 Property taxes | \$ 21,214,246 | \$ 21,781,885 | \$ 567,639 | 2.68% |
| 4 Specific ownership taxes | 4,044,374 | 5,791,077 | 1,746,703 | 43.19% |
| 5 Mill levy override | 10,897,338 | 11,760,592 | 863,254 | 7.92% |
| 6 Investment income | 189,290 | 168,505 | (20,785) | -10.98% |
| 7 Charges for service | 3,400,229 | 3,486,561 | 86,332 | 2.54% |
| 8 Miscellaneous | 2,545,954 | 2,155,244 | (390,710) | -15.35% |
| 9 Total local revenues | 42,291,431 | 45,143,864 | 2,852,433 | 6.74% |
| 10 State | | | | |
| 11 Equalization, net | 77,756,165 | 78,771,551 | 1,015,386 | 1.31% |
| 12 Special Education | 4,115,277 | 4,831,908 | 716,631 | 17.41% |
| 13 Vocational Education | 629,180 | 508,488 | (120,692) | -19.18% |
| 14 Transportation | 1,549,589 | 1,562,546 | 12,957 | 0.84% |
| 15 Gifted and Talented | 259,310 | 267,554 | 8,244 | 3.18% |
| 16 English Language Proficiency Act | 328,857 | 331,013 | 2,156 | 0.66% |
| 17 BEST grant | - | 848,846 | 848,846 | N/A |
| 18 Other state sources | - | 535,326 | 535,326 | N/A |
| 19 Total state revenues | 84,638,378 | 87,657,232 | 3,018,854 | 3.57% |
| 20 Federal | | | | |
| 21 Adult Education | - | - | - | N/A |
| 22 BOCES | 69,260 | 27,332 | (41,928) | -60.54% |
| 23 Build America Bond Rebates | 761,204 | 706,398 | (54,806) | -7.20% |
| 24 Total federal revenues | 830,464 | 733,730 | (96,734) | -11.65% |
| 25 Total revenues | 127,760,273 | 133,534,826 | 5,774,553 | 4.52% |
| 26 | ,, - | | | |
| 27 Expenditures | | | | |
| 28 Salaries | 88,113,601 | 100,070,526 | 11,956,925 | 13.57% |
| 29 Benefits | 24,471,906 | 27,272,328 | 2,800,422 | 11.44% |
| 30 Purchased services | 5,659,854 | 6,545,200 | 885,346 | 15.64% |
| 31 Supplies and materials | 7,757,457 | 10,935,511 | 3,178,054 | 40.97% |
| 32 Other | 497,553 | 482,168 | (15,385) | -3.09% |
| 33 Allocation to charter schools | 15,409,092 | 15,803,260 | 394,168 | 2.56% |
| 34 Capital outlay | 920,616 | 456,943 | (463,673) | -50.37% |
| 35 Total expenditures | 142,830,079 | 161,565,936 | 18,735,857 | 13.12% |
| 36 | 1 12,000,070 | 101,000,000 | 10,100,001 | 10.1270 |
| 37 Excess (deficiency) of revenues | | | | |
| 38 over (under) expenditures | (15,069,806) | (28,031,110) | (12,961,304) | -86.01% |
| 39 | (10,000,000) | (20,001,110) | (12,501,504) | 00.0170 |
| 40 Other Financing (Uses) | | | | |
| 41 Transfer to self insurance fund (Fund 65) | (3,477,887) | _ | 3,477,887 | 100.00% |
| 42 | (5,477,007) | | 3,477,007 | 100.0070 |
| 43 Net change in fund balance | (18,547,693) | (28,031,110) | (9,483,417) | -51.13% |
| • | | | | |
| 44 Fund balance, beginning | 44,543,176 | 61,244,696 | 16,701,520 | 37.50% |
| 45 Fund balance, ending | \$ 25,995,483 | \$ 33,213,586 | \$ 7,218,103 | 27.77% |

St. Vrain Valley School District RE-1J

General Fund (10)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | | FY13 | FY13 | | % of |
|----|--|---------------|---------------|-----------------|-----------|
| | | Amended | July - March | Balance | Actual to |
| | | Budget | Actual | Remaining | Budget |
| 1 | Revenues | | | | |
| 2 | Local | | | | |
| 3 | Property taxes | \$ 60,902,523 | \$ 21,214,246 | \$ (39,688,277) | 34.83% |
| 4 | Specific ownership taxes | 6,132,310 | 4,044,374 | (2,087,936) | 65.95% |
| 5 | Mil levy override | 32,635,663 | 10,897,338 | (21,738,325) | 33.39% |
| 6 | | 218,560 | 189,290 | (29,270) | 86.61% |
| 7 | Charges for service | 5,702,771 | 3,400,229 | (2,302,542) | 59.62% |
| 8 | Miscellaneous | 2,073,000 | 2,545,954 | 472,954 | 122.81% |
| 9 | Total local revenues | 107,664,827 | 42,291,431 | (65,373,396) | 39.28% |
| 10 | State | | | | |
| 11 | Equalization, net | 103,693,979 | 77,756,165 | (25,937,814) | 74.99% |
| 12 | Special Education | 3,942,370 | 4,115,277 | 172,907 | 104.39% |
| 13 | Vocational Education | 949,650 | 629,180 | (320,470) | 66.25% |
| 14 | Transportation | 1,549,589 | 1,549,589 | - | 100.00% |
| 15 | Gifted and Talented | 259,310 | 259,310 | - | 100.00% |
| 16 | English Language Proficiency Act | 346,000 | 328,857 | (17,143) | 95.05% |
| 17 | BEST grant | 800,000 | - | (800,000) | 0.00% |
| 18 | Other state sources | | | | N/A |
| 19 | Total state revenues | 111,540,898 | 84,638,378 | (26,902,520) | 75.88% |
| 20 | Federal | | | | |
| 21 | Adult Education | 153,514 | - | (153,514) | 0.00% |
| 22 | BOCES | 86,396 | 69,260 | (17,136) | 80.17% |
| 23 | Build America Bond Rebates | 1,522,409 | 761,204 | (761,205) | 50.00% |
| 24 | Total federal revenues | 1,762,319 | 830,464 | (931,855) | 47.12% |
| 25 | Total revenues | 220,968,044 | 127,760,273 | (93,207,771) | 57.82% |
| 26 | i | | | | |
| 27 | Expenditures | | | | |
| 28 | Salaries | 124,366,834 | 88,113,601 | 36,253,233 | 70.85% |
| 29 | Benefits | 34,613,647 | 24,471,906 | 10,141,741 | 70.70% |
| 30 | Purchased services | 12,066,098 | 5,659,854 | 6,406,244 | 46.91% |
| 31 | Supplies and materials | 15,951,403 | 7,757,457 | 8,193,946 | 48.63% |
| 32 | 2 Other | 962,805 | 497,553 | 465,252 | 51.68% |
| 33 | Allocation to charter schools | 22,233,922 | 15,409,092 | 6,824,830 | 69.30% |
| 34 | Capital outlay | 1,672,385 | 920,616 | 751,769 | 55.05% |
| 35 | Total expenditures | 211,867,094 | 142,830,079 | 69,037,015 | 67.41% |
| 36 | • | | | | |
| | Excess (deficiency) of revenues | | | | |
| 38 | • | 9,100,950 | (15,069,806) | (24,170,756) | |
| 39 | · · · · · · · · · · · · · · · · · · · | 3,100,330 | (13,003,000) | (24,170,730) | |
| | Other Financing Uses | | | | |
| 41 | | (3,571,000) | (3,477,887) | 93,113 | 97.39% |
| 42 | | (5,571,000) | (3,477,007) | 35,115 | 97.5970 |
| | B Net change in fund balance | 5,529,950 | (18,547,693) | (24,077,643) | |
| | _ | | | (24,077,040) | |
| | Fund balance, beginning | 44,543,176 | 44,543,176 | e (04.077.040) | |
| | Fund balance, ending | \$ 50,073,126 | \$ 25,995,483 | \$ (24,077,643) | |
| | Expected year-end fund balance as percentage | | | | |
| 47 | of annual expenditure budget | 23.63% | | | |
| | | | | | |

St. Vrain Valley School District RE-1J

General Fund (10)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | | FY14 | FY14 | | % of |
|----------|--|---------------|---------------|-----------------|--------------|
| | | Amended | July - March | Balance | Actual to |
| | | Budget | Actual | Remaining | Budget |
| 1 Rev | venues . | | | | |
| | Local | | | | |
| 3 | Property taxes | \$ 60,430,557 | \$ 21,781,885 | \$ (38,648,672) | 36.04% |
| 4 | Specific ownership taxes | 5,851,998 | 5,791,077 | (60,921) | 98.96% |
| 5 | Mil levy override | 32,856,622 | 11,760,592 | (21,096,030) | 35.79% |
| 6 | Investment income | 291,552 | 168,505 | (123,047) | 57.80% |
| 7 | Charges for service | 6,459,779 | 3,486,561 | (2,973,218) | 53.97% |
| 8 | Miscellaneous | 2,074,066 | 2,155,244 | 81,178 | 103.91% |
| 9 | Total local revenues | 107,964,574 | 45,143,864 | (62,820,710) | 41.81% |
| | State | | | () | |
| 11 | Equalization, net | 104,769,179 | 78,771,551 | (25,997,628) | 75.19% |
| 12 | Special Education | 5,237,019 | 4,831,908 | (405,111) | 92.26% |
| 13 | Vocational Education | 838,889 | 508,488 | (330,401) | 60.61% |
| 14 | Transportation | 1,562,186 | 1,562,546 | 360 | 100.02% |
| 15 | Gifted and Talented | 267,554 | 267,554 | - | 100.00% |
| 16 | English Language Proficiency Act | 328,857 | 331,013 | 2,156 | 100.66% |
| 17 | BEST grant | 800,000 | 848,846 | 48,846 | 106.11% |
| 18 | Other state sources | 535,326 | 535,326 | - (| 100.00% |
| 19 | Total state revenues | 114,339,010 | 87,657,232 | (26,681,778) | 76.66% |
| | Federal | | | | N 1/A |
| 21 | Adult Education | - | - | (00.000) | N/A |
| 22 | BOCES | 88,000 | 27,332 | (60,668) | 31.06% |
| 23 | Build America Bond Rebates | 1,367,123 | 706,398 | (660,725) | 51.67% |
| 24 | Total federal revenues | 1,455,123 | 733,730 | (721,393) | 50.42% |
| 25 | Total revenues | 223,758,707 | 133,534,826 | (90,223,881) | 59.68% |
| 26 | | | | | |
| - | penditures | 400 000 000 | 400 0=0 =00 | | |
| | Salaries | 138,830,998 | 100,070,526 | 38,760,472 | 72.08% |
| | Benefits | 38,648,047 | 27,272,328 | 11,375,719 | 70.57% |
| | Purchased services | 12,186,753 | 6,545,200 | 5,641,553 | 53.71% |
| | Supplies and materials | 23,043,821 | 10,935,511 | 12,108,310 | 47.46% |
| | Other | 791,817 | 482,168 | 309,649 | 60.89% |
| | Allocation to charter schools | 23,207,191 | 15,803,260 | 7,403,931 | 68.10% |
| | Capital outlay | 286,447 | 456,943 | (170,496) | 159.52% |
| 35 36 | Total expenditures | 236,995,074 | 161,565,936 | 75,429,138 | 68.17% |
| 37 Exc | cess (deficiency) of revenues | | | | |
| | over (under) expenditures | (13,236,367) | (28,031,110) | (14,794,743) | |
| 39 | , , , | , , , | , , , | , , , | |
| | ner Financing Sources (Uses) | | | | |
| | Transfer to self insurance fund (Fund 65) | - | - | - | N/A |
| 42 | , | | | | |
| | change in fund balance | (13,236,367) | (28,031,110) | (14,794,743) | |
| | nd balance, beginning | 61,244,696 | 61,244,696 | <u>-</u> | |
| | nd balance, ending | \$ 48,008,329 | \$ 33,213,586 | \$ (14,794,743) | |
| 46 Exr | pected year-end fund balance as percentage | | | | |
| - | of annual expenditure budget | 20.26% | | | |
| | | | | | |

St. Vrain Valley School District RE-1J

Colorado Preschool Program Fund (19)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | | FY13 Amended Budget | | FY13 July - March Actual | | Balance temaining | % of Actual to Budget |
|---|--------|---------------------------|----|--------------------------------|----|----------------------|-----------------------------|
| Revenues | | | | | | | |
| Equalization | \$ | 965,000 | \$ | 679,627 | \$ | (285,373) | 70.43% |
| Investment income | | 500 | | 343 | | (157) | 68.60% |
| Total revenues | | 965,500 | | 679,970 | | (285,530) | 70.43% |
| Expenditures | | | | | | | |
| Salaries | | 126,867 | | 82,293 | | 44,574 | 64.87% |
| Benefits | | 36,008 | | 24,764 | | 11,244 | 68.77% |
| Purchased services | | 773,900 | | 441,190 | | 332,710 | 57.01% |
| Supplies and materials | | 5,500 | | 1,573 | | 3,927 | 28.60% |
| Other | | 19,200 | | 21,841 | | (2,641) | 113.76% |
| Capital outlay | | 151,000 | | | | 151,000 | 0.00% |
| Total expenditures | | 1,112,475 | - | 571,661 | | 540,814 | 51.39% |
| Excess (deficiency) of revenues | | | | | | | |
| over (under) expenditures | | (146,975) | | 108,309 | | 255,284 | |
| Fund balance, beginning | | 363,021 | | 363,021 | | - | |
| Fund balance, ending | \$ | 216,046 | \$ | 471,330 | \$ | 255,284 | |
| Expected year-end fund balance as percenta of annual expenditure budget | ge | 19.42% | | | | | |

St. Vrain Valley School District RE-1J

Colorado Preschool Program Fund (19)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | | FY14 Amended Budget | | FY14 July - March Actual | | Balance temaining | % of Actual to Budget |
|---|----|---------------------------|----|--------------------------------|----|----------------------|-----------------------------|
| Revenues | | | | | | | |
| Equalization | \$ | 1,111,000 | \$ | 836,841 | \$ | (274,159) | 75.32% |
| Investment income | | 500 | | 182 | | (318) | 36.40% |
| Total revenues | | 1,111,500 | | 837,023 | | (274,477) | 75.31% |
| Expenditures | | | | | | | |
| Salaries | | 82,841 | | 84,902 | | (2,061) | 102.49% |
| Benefits | | 30,975 | | 24,671 | | 6,304 | 79.65% |
| Purchased services | | 944,550 | | 515,725 | | 428,825 | 54.60% |
| Supplies and materials | | 5,000 | | 1,657 | | 3,343 | 33.14% |
| Other | | 23,270 | | 20,625 | | 2,645 | 88.63% |
| Capital outlay | | 223,034 | | - | | 223,034 | 0.00% |
| Total expenditures | | 1,309,670 | | 647,580 | | 662,090 | 49.45% |
| Excess (deficiency) of revenues | | | | | | | |
| over (under) expenditures | | (198,170) | | 189,443 | | 387,613 | |
| Fund balance, beginning | | 398,796 | | 398,796 | | - | |
| Fund balance, ending | \$ | 200,626 | \$ | 588,239 | \$ | 387,613 | |
| Expected year-end fund balance as percenta of annual expenditure budget | ge | 15.32% | | | | | |

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St. Vrain Valley School District RE-1J **Risk Management Fund (18) Year-to-Date Actual to Actual (Unaudited)**Statement of Revenues, Expenses, and Changes in Fund Net Position For the period July 1 to March 31

| | Ju | FY13 uly - March Actual | Ju | FY14 uly - March Actual | Dollar Variance | Percent Variance |
|---------------------------------|----|-------------------------------|----|-------------------------------|--------------------|---------------------|
| Revenues | | | | | | |
| Investment income | \$ | 11,825 | \$ | 1,454 | \$ (10,371) | -87.70% |
| Equalization | | 404,250 | | 1,794,750 | 1,390,500 | 343.97% |
| Miscellaneous | | 770,168 | | 796,760 | 26,592 | 3.45% |
| Total revenues | | 1,186,243 | | 2,592,964 | 1,406,721 | 118.59% |
| Expenditures | | | | | | |
| Salaries | | 193,182 | | 218,521 | 25,339 | 13.12% |
| Benefits | | 46,812 | | 48,101 | 1,289 | 2.75% |
| Purchased services | | | | | | |
| Professional services | | 26,792 | | 23,658 | (3,134) | -11.70% |
| Self insurance pools | | 718,223 | | 854,879 | 136,656 | 19.03% |
| Claims paid | | 700,585 | | 628,851 | (71,734) | -10.24% |
| Supplies | | 26,488 | | 18,662 | (7,826) | -29.55% |
| Other | | 1,013 | | 3,139 | 2,126 | 209.87% |
| Capital outlay | | 26,640 | | | (26,640) | -100.00% |
| Total expenses | | 1,739,735 | | 1,795,811 | 56,076 | 3.22% |
| Excess (deficiency) of revenues | | | | | | |
| over (under) expenditures | | (553,492) | | 797,153 | 1,350,645 | -244.02% |
| Fund balance, beginning | | 4,986,028 | | 2,878,616 | (2,107,412) | -42.27% |
| Fund balance, ending | \$ | 4,432,536 | \$ | 3,675,769 | \$ (756,767) | -17.07% |

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Assets For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | FY13 July - March Actual | Balance Remaining | % of Actual to Budget | |
|--|--|---|--|---|--|
| Revenues Investment income Equalization Miscellaneous | \$ 20,000 539,000 1,116,026 | \$ 11,825 404,250 770,168 | \$ (8,175) (134,750) (345,858) | 59.13% 75.00% 69.01% | |
| Total revenues | 1,675,026 | 1,186,243 | (488,783) | 70.82% | |
| Expenditures Salaries Benefits Purchased services Claims paid Supplies Other Capital outlay Total expenses | 270,300 67,790 896,320 2,390,000 56,000 23,500 58,700 3,762,610 | 193,182 46,812 745,015 700,585 26,488 1,013 26,640 1,739,735 | 77,118 20,978 151,305 1,689,415 29,512 22,487 32,060 2,022,875 | 71.47% 69.05% 83.12% 29.31% 47.30% 4.31% 45.38% 46.24% | |
| Excess (deficiency) of revenues over (under) expenditures | (2,087,584) | (553,492) | 1,534,092 | | |
| Fund balance, beginning | 4,986,028 | 4,986,028 | | | |
| Fund balance, ending | \$ 2,898,444 | \$ 4,432,536 | \$ 1,534,092 | | |
| Expected year-end fund balance as percentage of annual expenditure budget | ge 77.03% | <u>) </u> | | | |

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | FY14 July - March Actual | Balance Remaining | % of Actual to Budget |
|--|---|--|--|--|
| Revenues Investment income Equalization Miscellaneous | \$ 20,000 3,243,000 806,000 | \$ 1,454 1,794,750 796,760 | \$ (18,546) (1,448,250) (9,240) | 7.27% 55.34% 98.85% |
| Total revenues | 4,069,000 | 2,592,964 | (1,476,036) | 63.72% |
| Expenditures Salaries Benefits Purchased services Claims paid Supplies Other Capital outlay Total expenses | 264,600 68,975 2,753,770 1,227,000 57,200 43,700 | 218,521 48,101 878,537 628,851 18,662 3,139 | 46,079 20,874 1,875,233 598,149 38,538 40,561 | 82.59% 69.74% 31.90% 51.25% 32.63% 7.18% N/A |
| Total expenses | 4,415,245 | 1,795,811 | 2,619,434 | 40.07 /0 |
| Excess (deficiency) of revenues over (under) expenditures | (346,245) | 797,153 | 1,143,398 | |
| Fund balance, beginning | 2,878,616 | 2,878,616 | | |
| Fund balance, ending | \$ 2,532,371 | \$ 3,675,769 | \$ 1,143,398 | |
| Expected year-end fund balance as percentag | e 57.36% | | | |

of annual expenditure budget 57.36% This page intentionally left blank

GOVERNMENTAL FUNDS

Major Governmental Funds

The <u>Bond Redemption Fund</u> is a debt service fund. It is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The fund's primary revenue source is local property taxes levied specifically for debt service.

The <u>Building Fund</u> is a capital projects fund that is used to account for the proceeds of bond sales and expenditures for capital outlay for land, buildings, improvements of grounds, construction of buildings, additions or remodeling of buildings or initial, additional and replacement of equipment.

Nonmajor Governmental Fund

The <u>Capital Reserve Capital Projects Fund</u> is used to account for revenue allocations from the General Fund and other revenues allocated to or earned in this fund, and the expenditures for the ongoing capital needs of the District, such as acquisition of land, building additions and improvements, and equipment purchases where the estimated unit cost is in excess of \$1,000.

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | | FY13 Amended Budget | | FY13 July - March Actual | | Balance Remaining | % of Actual to Budget | |
|--|----|---------------------------|----|--------------------------------|----|----------------------|-----------------------------|--|
| Revenues | | | | | | | | |
| Property taxes | \$ | 36,061,506 | \$ | 12,416,418 | \$ | (23,645,088) | 34.43% | |
| Investment income | | 4,700 | | 3,912 | | (788) | 83.23% | |
| Total revenues | | 36,066,206 | | 12,420,330 | | (23,645,876) | 34.44% | |
| Expenditures | | | | | | | | |
| Debt principal | | 13,870,000 | | 13,870,000 | | - | 100.00% | |
| Debt interest - Dec 15 & June 15 | | 21,991,367 | | 11,170,152 | | 10,821,215 | 50.79% | |
| Fiscal charges | | 7,050 | | 2,150 | | 4,900 | 30.50% | |
| Total expenditures | | 35,868,417 | | 25,042,302 | | 10,826,115 | 69.82% | |
| Excess (deficiency) of revenues over (under) expenditures | | 197,789 | | (12,621,972) | | (12,819,761) | | |
| Fund balance, beginning | | 30,163,653 | | 30,163,653 | | | | |
| Fund balance, ending | \$ | 30,361,442 | \$ | 17,541,681 | \$ | (12,819,761) | | |
| Expected year-end fund balance as percentag of annual expenditure budget | е | 84.65% | | | | | | |

18

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | FY14 July - March Actual | Balance Remaining | % of Actual to Budget |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|
| Revenues | | | | |
| Property taxes | \$ 35,782,046 | \$ 12,763,342 | \$ (23,018,704) | 35.67% |
| Investment income | 4,700 | 1,011 | (3,689) | 21.51% |
| Total revenues | 35,786,746 | 12,764,353 | (23,022,393) | 35.67% |
| Expenditures | | | | |
| Debt principal | 13,360,000 | 13,360,000 | - | 100.00% |
| Debt interest - Dec 15 & June 15 | 20,508,017 | 10,421,215 | 10,086,802 | 50.82% |
| Fiscal charges | 7,050 | 2,150 | 4,900 | 30.50% |
| Total expenditures | 33,875,067 | 23,783,365 | 10,091,702 | 70.21% |
| Excess (deficiency) of revenues | | | | |
| over (under) expenditures | 1,911,679 | (11,019,012) | (12,930,691) | |
| Fund balance, beginning | 30,558,380 | 30,558,380 | | |
| Fund balance, ending | \$ 32,470,059 | \$ 19,539,368 | \$ (12,930,691) | |
| Expected year-end fund balance as percent | age | | | |

95.85% of annual expenditure budget

St. Vrain Valley School District RE-1J **Building Fund (41)** Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | FY13 July - March Actual | Balance Remaining | % of Actual to Budget |
|--|---------------------------|--------------------------------|------------------------|-----------------------------|
| Revenues | Ф 000 000 | , | (0.47.040) | 50.700/ |
| Investment income Miscellaneous | \$ 600,000 | 352,181 - 10,517 | \$ (247,819) 10,517 | 58.70% N/A |
| Total revenues | 600,000 | 362,698 | (237,302) | 60.45% |
| Expenditures | | | | |
| Salaries | 714,000 | 497,189 | 216,811 | 69.63% |
| Benefits | 174,000 | 125,892 | 48,108 | 72.35% |
| Purchased services | 5,000,000 | 1,566,003 | 3,433,997 | 31.32% |
| Supplies | 3,000,000 | 71,195 | 2,928,805 | 2.37% |
| Construction projects | 61,528,279 | 22,065,591 | 39,462,688 | 35.86% |
| Other | 20,000 | 104,421 | (84,421) | 522.11% |
| Total expenditures | 70,436,279 | 24,430,291 | 46,005,988 | 34.68% |
| Excess (deficiency) of revenues | | | | |
| over (under) expenditures | (69,836,279 |) (24,067,593) | 45,768,686 | |
| Fund balance, beginning | 69,836,279 | 69,836,279 | | |
| Fund balance, ending | \$ | \$ 45,768,686 | \$ 45,768,686 | |
| Expected year-end fund (deficit) as percentag of annual expenditure budget | e 0.00% | <u>/</u> | | |
| or armaar experiantic budget | 0.007 | 0 | | |

St. Vrain Valley School District RE-1J

Building Fund (41)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | FY14 July - March Actual | Balance Remaining | % of Actual to Budget | |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|--|
| Revenues | | | | | |
| Investment income | \$ 400,000 | 138,279 | \$ (261,721) | 34.57% | |
| Miscellaneous | <u> </u> | 22,015 | 22,015 | N/A | |
| Total revenues | 400,000 | 160,294 | (239,706) | 40.07% | |
| Expenditures | | | | | |
| Salaries | 664,000 | 445,252 | 218,748 | 67.06% | |
| Benefits | 180,000 | 114,092 | 65,908 | 63.38% | |
| Purchased services | 3,000,000 | 2,126,937 | 873,063 | 70.90% | |
| Supplies | 500,000 | 5,411 | 494,589 | 1.08% | |
| Construction projects | 32,336,453 | 7,229,667 | 25,106,786 | 22.36% | |
| Other | 100,000 | 40,251 | 59,749 | 40.25% | |
| Total expenditures | 36,780,453 | 9,961,610 | 26,818,843 | 27.08% | |
| Excess (deficiency) of revenues | | | | | |
| over (under) expenditures | (36,380,453) | (9,801,316) | 26,579,137 | | |
| Fund balance, beginning | 36,380,453 | 36,380,453 | | | |
| Fund balance, ending | \$ - | \$ 26,579,137 | \$ 26,579,137 | | |
| Expected year-end fund (deficit) as percentage of annual expenditure budget | 0.00% | | | | |

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St. Vrain Valley School District RE-1J

Capital Reserve Capital Projects Fund (43)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

| | J | FY13 uly - March Actual | J | FY14 uly - March Actual | Dollar Variance | Percent Variance |
|---------------------------------|----|-------------------------------|----|-------------------------------|--------------------|---------------------|
| Revenues | | | | | | |
| Equalization | \$ | 2,056,500 | \$ | 7,006,670 | \$ 4,950,170 | 240.71% |
| Investment income | | 10,624 | | 6,232 | (4,392) | -41.34% |
| Miscellaneous | | 8,482 | | 1,535,936 | 1,527,454 | 18008.18% |
| Total revenues | | 2,075,606 | | 8,548,838 | 6,473,232 | 311.87% |
| Expenditures | | | | | | |
| Capital outlay | | 2,146,762 | | 3,517,629 | 1,370,867 | 63.86% |
| Total expenditures | | 2,146,762 | | 3,517,629 | 1,370,867 | 63.86% |
| Excess (deficiency) of revenues | | | | | | |
| over (under) expenditures | | (71,156) | | 5,031,209 | 5,102,365 | -7170.67% |
| Fund balance, beginning | | 5,515,550 | | 5,757,266 | 241,716 | 4.38% |
| Fund balance, ending | \$ | 5,444,394 | \$ | 10,788,475 | \$ 5,344,081 | 98.16% |

St. Vrain Valley School District RE-1J Capital Reserve Capital Projects Fund (43)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | Jı | FY13 uly - March Actual | F | Balance Remaining | % of Actual to Budget |
|---|---------------------------|----|-------------------------------|----|----------------------|-----------------------------|
| Revenues Equalization Investment income | \$ 2,742,000 10,000 | \$ | 2,056,500 10,624 | \$ | (685,500) 624 | 75.00% 106.24% |
| Miscellaneous | - | | 8,482 | | 8,482 | N/A |
| Total revenues | 2,752,000 | | 2,075,606 | | (676,394) | 75.42% |
| Expenditures | 4 707 500 | | 0.440.700 | | 0.500.747 | 45 440/ |
| Capital outlay | 4,727,509 | | 2,146,762 | | 2,580,747 | 45.41% |
| Total expenditures | 4,727,509 | | 2,146,762 | | 2,580,747 | 45.41% |
| Excess (deficiency) of revenues over (under) expenditures | (1,975,509) | | (71,156) | | 1,904,353 | |
| Fund balance, beginning | 5,515,550 | | 5,515,550 | | <u>-</u> | |
| Fund balance, ending | \$ 3,540,041 | \$ | 5,444,394 | \$ | 1,904,353 | |
| Expected year-end fund balance as percentage of annual expenditure budget | 74.88% | | | | | |

St. Vrain Valley School District RE-1J Capital Reserve Capital Projects Fund (43) Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | J | FY14 uly - March Actual | | Balance Remaining | % of Actual to Budget |
|---|---------------------------|----|-------------------------------|----|----------------------|-----------------------------|
| Revenues | | | | | | |
| Equalization | \$ 8,875,560 | \$ | 7,006,670 | \$ | (1,868,890) | 78.94% |
| Investment income | 10,000 | | 6,232 | | (3,768) | 62.32% |
| Miscellaneous | 1,500,000 | | 1,535,936 | | 35,936 | 102.40% |
| Total revenues | 10,385,560 | | 8,548,838 | | (1,836,722) | 82.31% |
| Expenditures | | | | | | |
| Capital outlay | 8,700,000 | | 3,517,629 | | 5,182,371 | 40.43% |
| Total expenditures | 8,700,000 | | 3,517,629 | _ | 5,182,371 | 40.43% |
| Excess (deficiency) of revenues over (under) expenditures | 1,685,560 | | 5,031,209 | | 3,345,649 | |
| Fund balance, beginning | 5,757,266 | | 5,757,266 | | | |
| Fund balance, ending | \$ 7,442,826 | \$ | 10,788,475 | \$ | 3,345,649 | |
| Expected year-end fund balance as percentage of annual expenditure budget | 85.55% | | | | | |

GOVERNMENTAL FUNDS

Major Special Revenue Fund

The <u>Governmental Designated-Purpose Grants Fund</u> is used to account for restricted state and federal grants including, but not limited to, Title I Part A – Improving the Academic Achievement of the Disadvantaged; Individuals with Disabilities Education Act (IDEA Part B); Investing in Innovation (i3); and Race to the Top.

Nonmajor Special Revenue Funds

The <u>Community Education Fund</u> is used to record the tuition-based activities including driver's education, summer school, child care, enrichment, and preschool.

In accordance with intergovernmental agreements, the <u>Fair Contributions Fund</u> is used to collect money for the acquisition, development, or expansion of public school sites based on impacts created by residential subdivisions.

The <u>Student Activity Fund</u> is used to record financial transactions related to school sponsored pupil intrascholastic and interscholastic athletic and other related activities. Revenues of this fund are primarily from student fees, gate receipts, and gifts.

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

| | | Ju | FY13 ıly - March Actual | Ju | FY14 ıly - March Actual | ١ | Dollar /ariance | Percent Variance |
|--------|--|----|-------------------------------|----|-------------------------------|----|--------------------|---------------------|
| Reve | | • | 0.070 | • | 0.047 | • | (4.050) | 40.700/ |
| | nvestment income | \$ | 3,873 | \$ | 2,217 | \$ | (1,656) | -42.76% |
| Α | Charges for services Adult Outsource Program | | 5,352 | | _ | | (5,352) | -100.00% |
| В | Drivers Education Program | | 275,511 | | 274,967 | | (5,552) | -0.20% |
| C | Summer School Program | | 23,444 | | 19,991 | | (3,453) | -14.73% |
| Ū | Community School Programs | | 20, | | 10,001 | | (0, 100) | 1 111 0 70 |
| D | Day Care | | 1,867,399 | | 2,233,607 | | 366,208 | 19.61% |
| E | Enrichment | | 302,963 | | 414,203 | | 111,240 | 36.72% |
| F | Kinder Enrichment | | 125,163 | | 248,163 | | 123,000 | 98.27% |
| G | Comm'y Educ Central Office | | 61,620 | | 73,686 | | 12,066 | 19.58% |
| | Facility Use | | | | | | | |
| Н | Building Share | | 73,637 | | 64,286 | | (9,351) | -12.70% |
| ı | Comm'y School Share | | 224,230 | | 239,141 | | 14,911 | 6.65% |
| J | Community grant programs | | 539,779 | | 97,009 | | (442,770) | -82.03% |
| K | Other Programs | | 35,648 | | 104,779 | | 69,131 | 193.93% |
| | Total revenues | | 3,538,619 | | 3,772,049 | | 233,430 | 6.60% |
| Expe | nditures | | | | | | | |
| - I | nstruction | | | | | | | |
| Α | Adult Outsource Program | | 9,178 | | - | | (9,178) | -100.00% |
| В | Drivers Education Program | | 224,880 | | 233,201 | | 8,321 | 3.70% |
| С | Summer School Program | | 60,262 | | 30,825 | | (29,437) | -48.85% |
| | Community School Programs | | | | | | | |
| D | Day Care | | 1,343,533 | | 1,785,421 | | 441,888 | 32.89% |
| E | Enrichment | | 222,760 | | 399,627 | | 176,867 | 79.40% |
| F | Kinder Enrichment | | 156,055 | | 232,579 | | 76,524 | 49.04% |
| G | Comm'y Educ Central Office Facility Use | | 216,409 | | 203,650 | | (12,759) | -5.90% |
| Н | Building Share | | 77,774 | | 61,411 | | (16,363) | -21.04% |
| I | Comm'y School Share | | 309,755 | | 349,881 | | 40,126 | 12.95% |
| J | Community grant programs | | 493,681 | | 81,180 | | (412,501) | -83.56% |
| K | Other Programs | | 17,477 | | 23,295 | | 5,818 | 33.29% |
| | Total expenditures | | 3,131,764 | | 3,401,070 | | 269,306 | 8.60% |
| Exces | ss (deficiency) of revenues | | | | | | | |
| C | over (under) expenditures | | 406,855 | | 370,979 | | (35,876) | -8.82% |
| | Financing Sources | | | | | | | |
| T | ransfers | | 5,045 | | (4,471) | | (9,516) | -188.62% |
| Net cl | hange in fund balance | | 411,900 | | 366,508 | | (45,392) | -11.02% |
| Fund | balance, beginning | | 2,233,494 | | 2,463,829 | | 230,335 | 10.31% |
| Fund | balance, ending | \$ | 2,645,394 | \$ | 2,830,337 | | 184,943 | 6.99% |

St. Vrain Valley School District RE-1J

Community Education Fund (27)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | FY13 July - March Actual | Balance Remaining | % of Actual to Budget |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|
| Revenues | | | | |
| Investment income | \$ 5,000 | | \$ (1,127) | 77.46% |
| Charges for services | 5,100,000 | 0 3,534,746 | (1,565,254) | 69.31% |
| Total revenues | 5,105,000 | 3,538,619 | (1,566,381) | 69.32% |
| Expenditures | | | | |
| Instruction | 5,264,000 | 0 2,915,355 | 2,348,645 | 55.38% |
| Support services | 300,000 | 0 216,409 | 83,591 | 72.14% |
| Total expenditures | 5,564,000 | 0 3,131,764 | 2,432,236 | 56.29% |
| Excess (deficiency) of revenues over (under) expenditures | (459,000 | 0) 406,855 | 865,855 | |
| Other Financing Uses Transfers | | <u>-</u> 5,045 | 5,045 | N/A |
| Net change in fund balance | (459,000 | 0) 411,900 | 870,900 | |
| Fund balance, beginning | 2,233,494 | 4 2,233,494 | <u>-</u> | |
| Fund balance, ending | \$ 1,774,494 | 4 \$ 2,645,394 | \$ 870,900 | |
| Expected year-end fund balance as percentage of annual expenditure budget | 31.89 | <u>%</u> | | |

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | FY14 July - March Actual | Balance Remaining | % of Actual to Budget |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|
| Revenues | | | | |
| Investment income | \$ 5,000 | \$ 2,217 | \$ (2,783) | 44.34% |
| Charges for services | 4,750,000 | 3,769,832 | (980,168) | 79.36% |
| Total revenues | 4,755,000 | 3,772,049 | (982,951) | 79.33% |
| Expenditures | | | | |
| Instruction | 5,012,000 | 3,197,420 | 1,814,580 | 63.80% |
| Support services | 250,000 | 203,650 | 46,350 | 81.46% |
| Total expenditures | 5,262,000 | 3,401,070 | 1,860,930 | 64.63% |
| Excess (deficiency) of revenues over (under) expenditures | (507,000) | 370,979 | 877,979 | |
| Other Financing Sources Transfers | <u>-</u> _ | (4,471) | (4,471) | N/A |
| Net change in fund balance | (507,000) | 366,508 | 873,508 | |
| Fund balance, beginning | 2,463,829 | 2,463,829 | | |
| Fund balance, ending | \$ 1,956,829 | \$ 2,830,337 | \$ 873,508 | |
| Expected year-end fund balance as percentage of annual expenditure budget | 37.19% | | | |

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | ı | FY13 Amended Budget | Jı | FY13 ıly - March Actual | F | Balance Remaining | % of Actual to Budget |
|---|----|-----------------------------------|----|-------------------------------|----|-----------------------------------|-----------------------------|
| Revenues Investment income Cash in lieu | \$ | 60,000 700,000 | \$ | 40,615 530,100 | \$ | (19,385) (169,900) | 67.69% 75.73% |
| Total revenues | | 760,000 | | 570,715 | | (189,285) | 75.09% |
| Expenditures Purchased services Capital outlay Total expenditures | | 100,000 4,301,807 4,401,807 | | - | | 100,000 4,301,807 4,401,807 | 0.00% 0.00% 0.00% |
| Excess (deficiency) of revenues over (under) expenditures | | (3,641,807) | | 570,715 | | 4,212,522 | 0.0078 |
| Fund balance, beginning | | 3,641,807 | | 3,641,807 | | | |
| Fund balance, ending | \$ | <u>-</u> | \$ | 4,212,522 | \$ | 4,212,522 | |
| Expected year-end fund balance as percentage of annual expenditure budget | | 0.00% | | | | | |

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | Ju | FY14 uly - March Actual | F | Balance Remaining | % of Actual to Budget |
|---|-----------------------------------|----|-------------------------------|----|-----------------------------------|-----------------------------|
| Revenues Investment income Cash in lieu | \$ 60,200 800,000 | \$ | 41,200 629,376 | \$ | (19,000) (170,624) | 68.44% 78.67% |
| Total revenues | 860,200 | | 670,576 | | (189,624) | 77.96% |
| Expenditures Purchased services Capital outlay Total expenditures | 100,000 5,182,889 5,282,889 | | 101,608 75,500 177,108 | | (1,608) 5,107,389 5,105,781 | 101.61% 1.46% 3.35% |
| Excess (deficiency) of revenues over (under) expenditures | (4,422,689) | | 493,468 | | 4,916,157 | |
| Fund balance, beginning | 4,422,689 | | 4,422,689 | | | |
| Fund balance, ending | \$ | \$ | 4,916,157 | \$ | 4,916,157 | |
| Expected year-end fund balance as percentage of annual expenditure budget | 0.00% | | | | | |

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St. Vrain Valley School District RE-1J
Governmental Designated-Purpose Grants Fund (22)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

| | FY13 July - March Actual | FY14 July - March Actual | Dollar Variance | Percent Variance |
|---------------------------------------|--------------------------------|--------------------------------|--------------------|---------------------|
| Revenues | | | | |
| Local grants | \$ - | \$ - | \$ - | N/A |
| State grants | 16,585 | 522,586 | 506,001 | 3050.96% |
| Federal grants | 4,399,198 | 5,368,032 | 968,834 | 22.02% |
| ARRA-Federal Education Stimulus Funds | 427,818 | 2,746,742 | 2,318,924 | 542.04% |
| Total revenues | 4,843,601 | 8,637,360 | 3,793,759 | 78.33% |
| Expenditures | | | | |
| Salaries | 4,790,262 | 5,810,078 | 1,019,816 | 21.29% |
| Benefits | 1,249,073 | 1,584,317 | 335,244 | 26.84% |
| Purchased services | 256,757 | 375,050 | 118,293 | 46.07% |
| Supplies and materials | 206,526 | 940,887 | 734,361 | 355.58% |
| Other | 24,760 | 8,980 | (15,780) | -63.73% |
| Capital outlay | 165,471 | 63,062 | (102,409) | -61.89% |
| Total expenditures | 6,692,849 | 8,782,374 | 2,089,525 | 31.22% |
| Excess (deficiency) of revenues | | | | |
| over (under) expenditures | (1,849,248) | (145,014) | 1,704,234 | 92.16% |
| Fund balance, beginning | | | | N/A |
| Fund (deficit), ending | \$ (1,849,248) | \$ (145,014) | \$ 1,704,234 | 92.16% |

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | FY13 July - March Actual | Balance Remaining | % of Actual to Budget |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|
| Revenues | | | | |
| Local grants | \$ - | \$ - | \$ - | N/A |
| State grants | 850,000 | 16,585 | (833,415) | 1.95% |
| Federal grants | 9,000,000 | 4,399,198 | (4,600,802) | 48.88% |
| ARRA-Federal Education Stimulus Funds | 5,400,000 | 427,818 | (4,972,182) | 7.92% |
| Total revenues | 15,250,000 | 4,843,601 | (10,406,399) | 31.76% |
| Expenditures | | | | |
| Salaries | 8,337,000 | 4,790,262 | 3,546,738 | 57.46% |
| Benefits | 2,169,000 | 1,249,073 | 919,927 | 57.59% |
| Purchased services | 2,740,000 | 256,757 | 2,483,243 | 9.37% |
| Supplies and materials | 1,004,000 | 206,526 | 797,474 | 20.57% |
| Other | 500,000 | 24,760 | 475,240 | 4.95% |
| Capital outlay | 500,000 | 165,471 | 334,529 | 33.09% |
| Total expenditures | 15,250,000 | 6,692,849 | 8,557,151 | 43.89% |
| Excess (deficiency) of revenues | | | | |
| over (under) expenditures | - | (1,849,248) | (1,849,248) | |
| Fund balance, beginning | | | | |
| Fund balance (deficit), ending | \$ - | \$ (1,849,248) | \$ (1,849,248) | |
| Expected year-end fund (deficit) as percentage of annual expenditure budget | 0.00% | | | |

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | FY14 July - March Actual | Balance Remaining | % of Actual to Budget | |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|--|
| Revenues | | | | | |
| Local grants | \$ - | \$ - | \$ - | N/A | |
| State grants | 200,000 | 522,586 | 322,586 | 261.29% | |
| Federal grants | 10,467,000 | 5,368,032 | (5,098,968) | 51.29% | |
| ARRA-Federal Education Stimulus Funds | 4,200,000 | 2,746,742 | (1,453,258) | 65.40% | |
| Total revenues | 14,867,000 | 8,637,360 | (6,229,640) | 58.10% | |
| Expenditures | 0.005.000 | 5.040.070 | 0.474.000 | 00.570/ | |
| Salaries | 9,285,000 | 5,810,078 | 3,474,922 | 62.57% | |
| Benefits Purchased services | 2,397,000 | 1,584,317 | 812,683 | 66.10% | |
| Supplies and materials | 833,000 1,432,000 | 375,050 940,887 | 457,950 491,113 | 45.02% 65.70% | |
| Other | 245,000 | 8,980 | 236,020 | 3.67% | |
| Capital outlay | 675,000 | 63,062 | 611,938 | 9.34% | |
| Total expenditures | 14,867,000 | 8,782,374 | 6,084,626 | 59.07% | |
| Excess (deficiency) of revenues over (under) expenditures | - | (145,014) | (145,014) | | |
| Fund balance, beginning | | | | | |
| Fund balance (deficit), ending | \$ - | \$ (145,014) | \$ (145,014) | | |
| Expected year-end fund balance as percentage of annual expenditure budget | 0.00% | | | | |

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St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1 to March 31

| | FY13 July - March Actual | | FY14 July - March Actual | | Dollar Variance | Percent Variance |
|--|--------------------------------|-------------------|-----------------------------------|--|----------------------------------|---------------------|
| Revenues Investment income Athletic activities | \$ | 5,425 \$ 2,610 | 2,57 | | (2,848) | -52.50% -5.18% |
| Pupil activities PTO/Gift activities | 2,49 | 1,094 8,430 | 1,614,353 2,479,113 485,763 | 3 | (88,257) (11,981) (32,668) | -0.48% -6.30% |
| Total revenues | 4,71 | 7,559 | 4,581,80 | <u> </u> | (135,754) | -2.88% |
| Expenditures | | | | | | |
| Athletic activities | 1,46 | 2,257 | 1,402,86 | 4 | (59,393) | -4.06% |
| Pupil activities | 2,02 | 9,954 | 2,043,152 | 2 | 13,198 | 0.65% |
| PTO/Gift activities | 36 | 61,481 <u> </u> | 429,92 | <u>1 </u> | 68,440 | 18.93% |
| Total expenditures | 3,85 | 3,692 | 3,875,93 | <u> </u> | 22,245 | 0.58% |
| Excess (deficiency) of revenues | | | | | | |
| over (under) expenditures | 86 | 3,867 | 705,86 | 3 | (157,999) | |
| Other Financing Sources (Uses) | | | | | | |
| Transfer - Community Educ (Fund 27) | | - | 14,87 | 1 | 14,871 | N/A |
| Transfer - Student Activities (Fund 74) | | 6,503_ | (10,30 | O) | (16,803) | 258.39% |
| Total other financing sources | | 6,503 | 4,57 | 1 | (1,932) | -29.71% |
| Net change in fund balance | 87 | 70,370 | 710,43 | 9 | (159,931) | |
| Fund balance, beginning | 2,89 | 0,629 | 3,237,030 | <u> </u> | 346,407 | |
| Fund balance, ending | \$ 3,76 | 50,999 \$ | 3,947,47 | <u> </u> | 186,476 | |

St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | FY13 July - March Actual | Balance Remaining | % of Actual to Budget |
|---|---|---|---|---------------------------------------|
| Revenues Investment income Athletic activities Pupil activities PTO/Gift activities | \$ 5,000 2,000,000 3,000,000 900,000 | \$ 5,425 1,702,610 2,491,094 518,430 | \$ 425 (297,390) (508,906) (381,570) | 108.50% 85.13% 83.04% 57.60% |
| Total revenues | 5,905,000 | 4,717,559 | (1,187,441) | 79.89% |
| Expenditures Athletic activities Pupil activities PTO/Gift activities | 2,800,000 3,495,629 2,500,000 | 1,462,257 2,029,954 361,481 | 1,337,743 1,465,675 2,138,519 | 52.22% 58.07% 14.46% |
| Total expenditures | 8,795,629 | 3,853,692 | 4,941,937 | 43.81% |
| Excess (deficiency) of revenues over (under) expenditures | (2,890,629) | 863,867 | 3,754,496 | |
| Other Financing Sources (Uses) Transfer - Community Educ (Fund 27) Transfer - Student Activities (Fund 74) Total other financing sources | | 6,503 6,503 | 6,503 6,503 | N/A N/A N/A |
| Net change in fund balance | (2,890,629) | 870,370 | 3,760,999 | |
| Fund balance, beginning | 2,890,629 | 2,890,629 | | |
| Fund balance, ending | \$ - | \$ 3,760,999 | \$ 3,760,999 | |
| Expected year-end fund balance as percentage of annual expenditure budget | ge 0.00% | | | |

St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | | FY14 July - March Actual | | Balance Remaining | | % of Actual to Budget | |
|--|---------------------------|-------------|--------------------------------|-----------|----------------------|-------------|-----------------------------|--|
| Revenues | | | | | | | | |
| Investment income | \$ | 7,000 | \$ | 2,577 | \$ | (4,423) | 36.81% | |
| Athletic activities | | 2,200,000 | | 1,614,353 | | (585,647) | 73.38% | |
| Pupil activities | | 3,200,000 | | 2,479,113 | | (720,887) | 77.47% | |
| PTO/Gift activities | | 900,000 | | 485,762 | | (414,238) | 53.97% | |
| Total revenues | | 6,307,000 | | 4,581,805 | | (1,725,195) | 72.65% | |
| Expenditures | | | | | | | | |
| Athletic activities | | 3,500,000 | | 1,402,864 | | 2,097,136 | 40.08% | |
| Pupil activities | | 4,000,000 | | 2,043,152 | | 1,956,848 | 51.08% | |
| PTO/Gift activities | | 2,044,036 | | 429,921 | | 1,614,115 | 21.03% | |
| Total expenditures | | 9,544,036 | | 3,875,937 | | 5,668,099 | 40.61% | |
| Excess (deficiency) of revenues | | () | | | | | | |
| over (under) expenditures | | (3,237,036) | | 705,868 | | 3,942,904 | | |
| Other Financing Sources (Uses) | | | | | | | | |
| Transfer - Community Educ (Fund 27) | | - | | 14,871 | | 14,871 | N/A | |
| Transfer - Student Activities (Fund 74) | | | | (10,300) | | (10,300) | N/A | |
| Total other financing sources | | - | | 4,571 | | 4,571 | N/A | |
| Net change in fund balance | | (3,237,036) | | 710,439 | | 3,947,475 | | |
| Fund balance, beginning | | 3,237,036 | | 3,237,036 | | | | |
| Fund balance, ending | \$ | | \$ | 3,947,475 | \$ | 3,947,475 | | |
| Expected year-end fund balance as percentag of annual expenditure budget | е | 0.00% | | | | | | |
| or armual experiencie budget | _ | 0.0076 | | | | | | |

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PROPRIETARY FUNDS

Enterprise Fund

The District's only enterprise fund is the <u>Nutrition Services Fund</u> which accounts for the financial transactions related to the food service operations of the District. Nutrition Services provides quality, nutritious and well balanced meals to the students throughout the District schools.

Internal Service Fund

The District's only internal service fund is the <u>Self Insurance Fund</u> which accounts for the financial transactions related to the Met Life dental and Cigna healthcare plans. The fund collects premiums and pays claims for medical and dental plan benefits.

St. Vrain Valley School District RE-1J Nutrition Services Fund (51) Statement of Fund Net Position (Unaudited)

As of March 31,

| Assets | <u>2013</u> | <u>2014</u> | |
|--|---|-----------------------|----|
| Current assets | | | |
| Cash and investments Accounts receivable Grants receivable Inventories | \$ 1,327,70 1,91 529,56 640,71 | 8 1,194 66 586,905 | Α. |
| Total current assets | 2,499,90 | 6 2,667,583 | - |
| Capital assets Machinery and equipment Accumulated depreciation | 3,306,35 (2,225,24 | | |
| Total capital assets, net | 1,081,10 | 1,075,498 | • |
| Total assets | 3,581,00 | 9 3,743,081 | |
| Liabilities | | | |
| Accrued salaries and benefits | 83,24 | 86,172 | |
| Total liabilities | 83,24 | 86,172 | |
| Fund net position | | | |
| Invested in capital assets | 1,081,10 | 1,075,498 | |
| Unrestricted | 2,416,66 | 3 2,581,411 | |
| Total fund net position | \$ 3,497,76 | \$ 3,656,909 | : |

Footnote

A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J **Nutrition Services Fund (51)** Year-to-Date Actual to Actual (Unaudited) Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1 to March 31

FY14 FY13 July - March July - March Dollar Percent Actual Variance Variance Actual 1 Revenues \$ Investment income 1,632 869 (763)-46.75% 3 (140, 193)-4.98% Charges for service 2,814,036 2,673,843 Miscellaneous 51,008 4 74,495 46.05% 23,487 5 State match 109,740 111,406 1.52% A 1,666 6 Nat'l School Lunch/Breakfast Pgm 3.567.160 3.941.024 373.864 10.48% A 7 Total revenues 6,543,576 6,801,637 258,061 3.94% 8 9 Expenses 10 Salaries 2,227,014 2,250,106 23,092 1.04% **Benefits** 716,255 737,847 21,592 3.01% 91,303 Purchased services 108,554 17,251 12 18.89% 13 Supplies and materials 3,327,875 3,422,414 94,539 2.84% 14 Repairs and maintenance 56,156 39,157 (16,999)-30.27% 15 Other 75,010 75,000 -0.01% (10)16 Total expenses 6,493,613 6,633,078 139,465 2.15% 18 Net income (loss), cash basis 49,963 237.37% 168,559 118,596

(135, 258)

424,124

338,829

3,158,937

3,497,766

(129,163)

414,667

454,063

3,202,846

3,656,909

6.095

(9,457)

115,234

43,909

159,143

4.51%

-2.23%

34.01%

1.39%

4.55%

Footnote

20 Noncash revenues (expenses)

Commodities entitlement

Depreciation

24 Change in fund net position

26 Fund net position, beginning

28 Fund net position, ending

2

11

17

19

21

22

23

25

27

Α The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J

Nutrition Services Fund (51)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position For the period July 1, 2012 to March 31, 2013

| | | FY13 Amended Budget | | FY13 July - March Actual | | Balance Remaining | | % of Actual to Budget | |
|---------------------------------|-----------|---------------------------|-----------|--------------------------------|-----------|----------------------|-------------|-----------------------------|--|
| 1 Revenues | | | | | | | | | |
| 2 Investment income | (| \$ | 1,000 | \$ | 1,632 | \$ | 632 | 163.20% | |
| 3 Charges for service | | 3 | ,900,000 | | 2,814,036 | | (1,085,964) | 72.15% | |
| 4 Miscellaneous | | | 60,000 | | 51,008 | | (8,992) | 85.01% | |
| 5 State match | | | 108,000 | | 109,740 | | 1,740 | 101.61% | |
| 6 Nat'l School Lunch/Brea | kfast Pgm | 4 | ,167,000 | | 3,567,160 | | (599,840) | 85.60% | |
| 7 Total revenues | <u> </u> | 8 | ,236,000 | | 6,543,576 | | (1,692,424) | 79.45% | |
| 8 | | | | | | | | | |
| 9 Expenses | | | | | | | | | |
| 10 Salaries | | | ,188,000 | | 2,227,014 | | 960,986 | 69.86% | |
| 11 Benefits | | 1 | ,029,000 | | 716,255 | | 312,745 | 69.61% | |
| 12 Purchased services | | | 175,000 | | 91,303 | | 83,697 | 52.17% | |
| 13 Supplies and materials | | 3 | ,990,000 | | 3,327,875 | | 662,125 | 83.41% | |
| 14 Repairs and maintenance | e | | 30,000 | | 56,156 | | (26,156) | 187.19% | |
| 15 Other | _ | | 100,000 | | 75,010 | | 24,990 | 75.01% | |
| 16 Total expenses | _ | 8 | ,512,000 | | 6,493,613 | | 2,018,387 | 76.29% | |
| 17 | | | | | | | | | |
| 18 Net income (loss), cash bas | iis | | (276,000) | | 49,963 | | 325,963 | | |
| 19 | | | | | | | | | |
| 20 Noncash revenues (expen | ses) | | | | | | | | |
| 21 Depreciation | | | (181,000) | | (135,258) | | 45,742 | 74.73% | |
| 22 Commodities entitlement | <u> </u> | | 488,000 | | 424,124 | | (63,876) | 86.91% | |
| 23 | | | | | | | | | |
| 24 Change in fund net position | | | 31,000 | | 338,829 | | 307,829 | | |
| 25 | | | | | | | | | |
| 26 Fund net position, beginning | _ | 3 | ,158,937 | | 3,158,937 | | | | |
| 27 | | | | | | | | | |
| 28 Fund net position, ending | | \$ 3 | ,189,937 | \$ | 3,497,766 | <u>\$</u> | 307,829 | | |
| 29 | | | | | | | | | |
| 30 Expected year-end net posit | | | | | | | | | |
| of annual expense budge | et _ | | 37.48% | | | | | | |

St. Vrain Valley School District RE-1J

Nutrition Services Fund (51)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position For the period July 1, 2013 to March 31, 2014

| | | FY14 Amended Budget | | FY14 July - March Actual | | Balance Remaining | | % of Actual to Budget | |
|----|--|---------------------------|-----------|--------------------------------|-----------|----------------------|-------------|-----------------------------|--|
| 1 | Revenues | | | | | | | | |
| 2 | | \$ | 1,500 | \$ | 869 | \$ | (631) | 57.93% | |
| 3 | Charges for service | | 3,900,000 | | 2,673,843 | | (1,226,157) | 68.56% | |
| 4 | Miscellaneous | | 60,000 | | 74,495 | | 14,495 | 124.16% | |
| 5 | State match | | 108,000 | | 111,406 | | 3,406 | 103.15% | |
| 6 | Nat'l School Lunch/Breakfast Pgm | | 4,200,000 | | 3,941,024 | | (258,976) | 93.83% | |
| 7 | | | 8,269,500 | | 6,801,637 | | (1,467,863) | 82.25% | |
| 8 | • | | | | | | | | |
| 9 | Expenses | | | | | | | | |
| 10 | Salaries | | 3,283,486 | | 2,250,106 | | 1,033,380 | 68.53% | |
| 11 | Benefits | | 1,069,423 | | 737,847 | | 331,576 | 68.99% | |
| 12 | Purchased services | | 175,000 | | 108,554 | | 66,446 | 62.03% | |
| 13 | Supplies and materials | | 4,000,000 | | 3,422,414 | | 577,586 | 85.56% | |
| 14 | Repairs and maintenance | | 50,000 | | 39,157 | | 10,843 | 78.31% | |
| 15 | Other | | 100,000 | | 75,000 | | 25,000 | 75.00% | |
| 16 | Total expenses | | 8,677,909 | | 6,633,078 | | 2,044,831 | 76.44% | |
| 17 | | | _ | | | | | | |
| 18 | Net income (loss), cash basis | | (408,409) | | 168,559 | | 576,968 | | |
| 19 | | | | | | | | | |
| 20 | Noncash revenues (expenses) | | | | | | | | |
| 21 | Depreciation | | (181,000) | | (129,163) | | 51,837 | 71.36% | |
| 22 | Commodities entitlement | | 602,804 | | 414,667 | | (188,137) | 68.79% | |
| 23 | | | | | | | | | |
| 24 | Change in fund net position | | 13,395 | | 454,063 | | 440,668 | | |
| 25 | | | | | | | | | |
| 26 | Fund net position, beginning | | 3,202,846 | | 3,202,846 | | | | |
| 27 | | | | | | | | | |
| 28 | Fund net position, ending | \$ | 3,216,241 | \$ | 3,656,909 | \$ | 440,668 | | |
| 29 | • | | | | | | | | |
| 30 | Expected year-end net position as percentage | | | | | | | | |
| 31 | of annual expense budget | | 37.06% | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | | | | | | | | |

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1, 2012 to February 28, 2013

| | FY13 Amended Budget | FY13 July - February Actual | Balance Remaining | % of Actual to Budget | |
|---|---------------------------|-----------------------------------|----------------------|-----------------------------|--|
| Revenues | Φ. | Φ 4440 | Φ 4.440 | N1/A | |
| Investment income Miscellaneous | \$ - | \$ 1,148 | \$ 1,148 | N/A N/A | |
| Employee benefit premiums | 7,919,000 | 4,969,148 | (2,949,852) | 62.75% | |
| Total revenues | 7,919,000 | 4,970,296 | (2,948,704) | 62.76% | |
| Expenses | | | | | |
| Salaries and benefits | 92,000 | 35,640 | 56,360 | 38.74% | |
| Purchased services | 34,000 | - | 34,000 | 0.00% | |
| Supplies and materials | 3,000 | - | 3,000 | 0.00% | |
| Other | 6,000 | - | 6,000 | 0.00% | |
| Claims paid | 7,784,000 | 2,699,325 | 5,084,675 | 34.68% | |
| Total expenses | 7,919,000 | 2,734,965 | 5,184,035 | 34.54% | |
| Change in fund net position | - | 2,235,331 | 2,235,331 | | |
| Transfers in | | | | | |
| Transfer from General Fund | 3,571,000 | 3,477,887 | (93,113) | 97.39% | |
| Change in fund net position | | | | | |
| after transfers | 3,571,000 | 5,713,218 | 2,142,218 | | |
| Fund net position, beginning | | | | | |
| Fund net position, ending | \$ 3,571,000 | \$ 5,713,218 | \$ 2,142,218 | | |
| Expected year-end net position as percentage of annual deduction budget | 221.76% | | | | |

St. Vrain Valley School District RE-1J **Self Insurance Fund (65)**

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | FY14 July - March Actual | Balance Remaining | % of Actual to Budget | |
|---|---------------------------|--------------------------------|----------------------|-----------------------------|--|
| Revenues | | | | | |
| Investment income | \$ 5,000 | \$ 3,965 | \$ (1,035) | 79.30% | |
| Miscellaneous | - | 127 | 127 | N/A | |
| Employee benefit premiums | 13,200,000 | 10,062,489 | (3,137,511) | 76.23% | |
| Total revenues | 13,205,000 | 10,066,581 | (3,138,419) | 76.23% | |
| Expenses | | | | | |
| Salaries and benefits | 197,077 | 139,903 | 57,174 | 70.99% | |
| Purchased services | 68,000 | 7,030 | 60,970 | 10.34% | |
| Supplies and materials | 6,000 | 162 | 5,838 | 2.70% | |
| Other | 12,000 | 12,500 | (500) | 104.17% | |
| Claims paid | 14,000,000 | 9,888,748 | 4,111,252 | 70.63% | |
| Total expenses | 14,283,077 | 10,048,343 | 4,234,734 | 70.35% | |
| Change in net assets | (1,078,077) | 18,238 | 1,096,315 | | |
| Transfers in | | | | | |
| Transfer from General Fund | | | | N/A | |
| Change in net assets | | | | | |
| after transfers | (1,078,077) | 18,238 | 1,096,315 | | |
| Fund net position, beginning | 3,876,964 | 3,876,964 | | | |
| Fund net position, ending | \$ 2,798,887 | \$ 3,895,202 | \$ 1,096,315 | | |
| Expected year-end net position as percentage of annual deduction budget | 510.31% | | | | |

FIDUCIARY FUNDS

Agency Fund

The <u>Student Activity Fund</u>, the District's only agency fund, reports assets held by the District on behalf of the students, staff and Option 1 parent organizations. These activities are generally supported by fund-raising events and may not be supplemented with direct support from the General Fund.

Private Purpose Trust Fund

The <u>Student Scholarship Fund</u>, the District's only private purpose trust fund, is used to account for assets held by a governmental unit in a trustee capacity and is used for scholarship awards according to the individual trust guidelines.

St. Vrain Valley School District RE-1J
Student Activity (Agency) Fund (74)
Year-to-Date Actual to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Undistributed Monies
For the period July 1 to March 31

| | FY13 July - March Actual | | FY14 July - March Actual | | Dollar Variance | | Percent Variance |
|--|--------------------------------|---|--------------------------------|--|--------------------|--|---|
| Additions Elementary Schools Middle Schools High Schools Other additions | \$ | 60,251 15,594 32,478 6,833 | \$ | 34,844 13,125 45,841 | \$ | (25,407) (2,469) 13,363 (6,833) | -42.17% -15.83% 41.14% -100.00% |
| Total additions | | 115,156 | | 93,810 | | (21,346) | -18.54% |
| Deductions Elementary Schools Middle Schools High Schools Other deductions Total deductions | | 57,123 11,049 19,312 3,302 90,786 | | 28,669 7,956 30,321 - 66,946 | | (28,454) (3,093) 11,009 (3,302) (23,840) | -49.81% -27.99% 57.01% -100.00% -26.26% |
| Change in undistributed monies | | 24,370 | | 26,864 | | 2,494 | 10.23% |
| Transfers in (out) Transfer - Community Educ (Fund 27) Transfer - Special Activities (Fund 23) Total transfers | | (5,045) (6,503) (11,548) | | 10,700 10,700 | | 5,045 17,203 22,248 | -100.00% -264.54% |
| Change in undistributed monies after transfers | | 12,822 | | 37,564 | | 24,742 | 192.97% |
| Undistributed monies, beginning | | 137,316 | | 143,346 | | 6,030 | 4.39% |
| Undistributed monies, ending | \$ | 150,138 | \$ | 180,910 | \$ | 30,772 | 20.50% |

St. Vrain Valley School District RE-1J
Student Activity (Agency) Fund (74)
Prior Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Undistributed Monies
For the period July 1, 2012 to March 31, 2013

| | | FY13 | FY13 | | | | % of | |
|---|-------------------|-----------|------------------------|----------|----------------------|-----------|---------------------|--|
| | Amended Budget | | July - March Actual | | Balance Remaining | | Actual to Budget | |
| Additions | | | | | | | | |
| Elementary Schools | \$ | 160,000 | \$ | 60,251 | \$ | (99,749) | 37.66% | |
| Middle Schools | | 22,000 | | 15,594 | | (6,406) | 70.88% | |
| High Schools | | 45,000 | | 32,478 | | (12,522) | 72.17% | |
| Other additions | | 8,000 | | 6,833 | | (1,167) | 85.41% | |
| Total additions | | 235,000 | | 115,156 | | (119,844) | 49.00% | |
| Deductions | | | | | | | | |
| Elementary Schools | | 219,611 | | 57,123 | | 162,488 | 26.01% | |
| Middle Schools | | 44,890 | | 11,049 | | 33,841 | 24.61% | |
| High Schools | | 103,830 | | 19,312 | | 84,518 | 18.60% | |
| Other deductions | | 3,985 | | 3,302 | | 683 | 82.86% | |
| Total deductions | | 372,316 | | 90,786 | | 281,530 | 24.38% | |
| Change in undistributed monies | | (137,316) | | 24,370 | | 161,686 | | |
| Transfers in (out) | | | | | | | | |
| Transfer - Community Educ (Fund 27) | | - | | (5,045) | | (5,045) | N/A | |
| Transfer - Special Activities (Fund 23) | | | | (6,503) | | (6,503) | N/A | |
| | | - | | (11,548) | | (11,548) | | |
| Change in undistributed monies | | | | | | | | |
| after transfers | | (137,316) | | 12,822 | | 150,138 | | |
| Undistributed monies, beginning | | 137,316 | | 137,316 | | | | |
| Undistributed monies, ending | \$ | | \$ | 150,138 | \$ | 150,138 | | |
| Expected year-end undistributed monies as percentage of annual deduction budget | | 0.00% | | | | | | |

St. Vrain Valley School District RE-1J

Student Activity (Agency) Fund (74)

Current Year Budget to Actual (Unaudited)

Statement of Additions, Deductions, and Changes in Undistributed Monies

For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | | FY14 July - March Actual | | Balance Remaining | | % of Actual to Budget | |
|---|---------------------------|--|--------------------------------|--|----------------------|--|---|--|
| Additions Elementary Schools Middle Schools High Schools Other additions | \$ | 100,000 22,000 45,000 8,000 | \$ | 34,844 13,125 45,841 | \$ | (65,156) (8,875) 841 (8,000) | 34.84% 59.66% 101.87% 0.00% | |
| Total additions | | 175,000 | | 93,810 | | (81,190) | 53.61% | |
| Deductions Elementary Schools Middle Schools High Schools Other deductions Total deductions Change in undistributed monies | | 143,356 50,734 106,570 17,686 318,346 (143,346) | | 28,669 7,956 30,321 - 66,946 26,864 | | 114,687 42,778 76,249 17,686 251,400 | 20.00% 15.68% 28.45% 0.00% 21.03% | |
| Transfers in (out) Transfer - Community Educ (Fund 27) Transfer - Special Activities (Fund 23) | | - - - | | 10,700 10,700 | | 10,700 10,700 | N/A N/A | |
| Change in undistributed monies after transfers | | (143,346) | | 37,564 | | 180,910 | | |
| Undistributed monies, beginning | | 143,346 | | 143,346 | | | | |
| Undistributed monies, ending | _\$_ | | \$ | 180,910 | \$ | 180,910 | | |
| Expected year-end undistributed monies as percentage of annual deduction budget | | 0.00% | | | | | | |

St. Vrain Valley School District RE-1J
Student Scholarship Fund (72)
Prior Year Budget to Actual (Unaudited)
Statement of Additions Deductions and Changes in No.

Statement of Additions, Deductions, and Changes in Net Assets For the period July 1, 2012 to March 31, 2013

| | FY13 Amended Budget | | FY13 July - March Actual | | Balance Remaining | | % of Actual to Budget | |
|---|---------------------------|----------|--------------------------------|---------|----------------------|----------|-----------------------------|--|
| Additions Investment income | \$ | _ | \$ | 221 | \$ | 221 | N/A | |
| Contributions | | 50,000 | | 35,843 | | (14,157) | 71.69% | |
| Total additions | | 50,000 | | 36,064 | | (13,936) | 72.13% | |
| Deductions Scholarships | | 90,000 | | 40,928 | | 49,072 | 45.48% | |
| Total deductions | | 90,000 | | 40,928 | | 49,072 | 45.48% | |
| Change in fiduciary net position | | (40,000) | | (4,864) | | 35,136 | | |
| Fiduciary net position, beginning | | 215,820 | | 215,820 | | | | |
| Fiduciary net position, ending | \$ | 175,820 | \$ | 210,956 | \$ | 35,136 | | |
| Expected year-end net position as percentage of annual deduction budget | | 195.36% | | | | | | |

St. Vrain Valley School District RE-1J

Student Scholarship Fund (72)

Current Year Budget to Actual (Unaudited)

Statement of Additions, Deductions, and Changes in Fiduciary Net Position For the period July 1, 2013 to March 31, 2014

| | FY14 Amended Budget | | FY14 July - March Actual | | Balance Remaining | | % of Actual to Budget | |
|---|---------------------------|---------------|--------------------------------|---------------|----------------------|------------------|-----------------------------|--|
| Additions | | | | | | | | |
| Investment income Contributions | \$ | 200 50,000 | \$ | 112 33,056 | \$ | (88) (16,944) | 56.00% 66.11% | |
| Total additions | | 50,200 | | 33,168 | | (17,032) | 66.07% | |
| Deductions Scholarships | | 75,000 | | 51,469 | | 23,531 | 68.63% | |
| Total deductions | | 75,000 | | 51,469 | | 23,531 | 68.63% | |
| Change in fiduciary net position | | (24,800) | | (18,301) | | 6,499 | | |
| Fiduciary net position, beginning | | 223,387 | | 223,387 | | | | |
| Fiduciary net position, ending | \$ | 198,587 | \$ | 205,086 | \$ | 6,499 | | |
| Expected year-end net position as percentage of annual deduction budget | | 264.78% | | | | | | |

INVESTMENT REPORT

St. Vrain Valley School District RE-1J Monthly Investment Report 3/31/2014

| Fund | Colotrust | Csafe | V | Wells Fargo | | alized cent | Current Month nterest | Total |
|---|------------------------|-----------------|----|-------------|-----|----------------|-----------------------------|-------------------------|
| General | \$ 44,929,298 | | | | | 0.12 | \$ 3,828 | \$ 44,929,298 |
| Risk Management Risk Management | 1,334,551 | | | 3,153,978 | NRA | 0.12 | 131 27 | 1,334,551 3,153,978 |
| Risk Management Total | | | | | | | | 4,488,529 |
| Colorado Preschool | 210,814 | | | | | 0.12 | 21 | 210,814 |
| Student Activity Spec Revenue | 3,044,930 | | | | | 0.12 | 298 | 3,044,930 |
| Community School Vance Brand Civic Auditorium | 2,478,823 85,192 | | | | | 0.12 0.12 | 242 8 | 2,478,823 85,192 |
| Community School Total | 00,172 | | | | | 0.12 | | 2,564,015 |
| Fair Contributions | 4,098,430 | | | | | 0.12 | 401 | 4,098,430 |
| Bond | | | | 19,502,567 | NRA | | 57 | 19,502,567 |
| Building 2008 Building 2008 | 24,834,811 | 1,282,503 | | | | 0.12 0.12 | 2,204 101 | 24,834,811 1,282,503 |
| Building Total | | | | | | | | 26,117,314 |
| Capital Reserve | 4,736,516 | | | | | 0.12 | 463 | 4,736,516 |
| Nutrition Service | 1,004,623 | | | | | 0.12 | 98 | 1,004,623 |
| Health Insurance Trust Minimum Liability | 3,585,660 1,001,191 | | | | | 0.12 0.12 | 351 98 | 3,585,660 1,001,191 |
| Self Insurance Total | | | | | | | | 4,586,850 |
| Scholarship | 135,868 | | | | | 0.12 | 13 | 135,868 |
| Total | \$ 91,480,706 | \$ 1,282,503 | \$ | 22,656,545 | | | | \$ 115,419,754 |



MEMORANDUM

DATE: April 23, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Aspen Ridge Preparatory Contract Update

PURPOSE

For the Board of Education to consider recommended changes to the 2014-2016 contract with Aspen Ridge Preparatory.

BACKGROUND

On June 26, 2013, charter school contract documents were standardized to revise the terms to three years, with the exception of Aspen Ridge Preparatory whose contract term was one year.

Aspen Ridge has successfully completed its final year of its initial three-year term, and the District would like to consider the renewal of Aspen Ridge's subsequent contract for a two-year term, resulting in all charter contracts becoming subject to renewal in 2016.

These revisions have been reviewed and approved by District legal counsel. Unless there are additional changes, we will bring this contract back for approval at the May 14, 2014 Regular Board Meeting.

CHARTER SCHOOL CONTRACT BETWEEN ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J AND ASPEN RIDGE SCHOOL, INC.

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CHARTER SCHOOL CONTRACT BETWEEN ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J AND ASPEN RIDGE SCHOOL, INC.

This Contract is made and entered on June 26_______, 20143 by and between the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a public school district hereafter referred to as the "District" and the Aspen Ridge School, Inc., a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved an application for School as a District charter school through 2013-14, school and fiscal years and entered into successive charter contracts for the operation of such school;

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

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Aspen Ridge School, Inc. of Erie, Colorado.

Charter Board shall mean the Aspen Ridge School, Inc. Board of Directors.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated August 24, 2009.

Board or Board of Education shall mean the District's Board of Education.

CFO shall mean the District's Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School dated June 26, 2013.

C.R.S. shall mean Colorado Revised Statutes.

TCAP means the Transitional Colorado Assessment Program.

Days shall mean those days when the District's Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

- **2.1 Term**. This Contract is effective as of July 1, 20143 for a twoone year period terminating on June 30, 20164. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the Charter School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, 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 the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.
- **2.2 Charter school legal status**. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will 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 this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

- 3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. To fulfill its accountability responsibility all records established and maintained in accordance with the provisions of this Contract, Policies and Regulations, and federal and state law and regulations will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:
 - a. School records including but not limited to student cumulative files, policies, special education and related services;
 - b. Financial records;
 - c. Educational program, including test administration procedures and student protocols;
 - d. Personnel records, including evidence criminal background checks have been conducted:
 - e. School's operations, including health, safety and occupancy requirements; and
 - f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases

<u>3.1.2 Complaints</u>. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant's request for anonymity.

- <u>3.1.3 School health or safety issues</u>. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.
- <u>3.1.4 Feedback about progress</u>. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.
- 3.1.5 Access to student records. Upon request, the District will 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 will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.
- 3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands 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 acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.2 School responsibilities and rights.

3.2.1 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 per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

- a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:
 - 1. 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 violations of law.
 - 2. Any complaints filed against the School by any governmental agency.
 - 3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
 - 4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
 - 5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
- b. The School will immediately notify the District Superintendent's Office of any of the following:
 - 1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
 - 2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
 - 3. The arrest <u>or indictment</u> of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft:
 - 4. Misappropriation of funds;
 - 5. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or
 - 6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
 - 7. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.
 - 8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has been perpetrated by a student or any adult on School grounds or at a School sponsored activity.
- 3.2.3 Safety. The School shall comply with the Colorado Safe Schools
 Act and complete the required information annually by the end of August
 to the District Security Manager who will be responsible for communicating
 the information to local responders.

- <u>3.2.43 Compliance</u>. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below. The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.
- 3.2.54 Reports. The School will 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. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.
 - a. Accreditation/School Improvement If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school's assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.
 - b. Required financial reports (in pdf or Excel format, unless otherwise noted)
 - a. Monthly, within 30 days of the end of the month:
 - Trial Balance (in the District's prescribed Excel format)
 - ii. Bank statement(s) and reconciliation(s) for Charter's main operating cash account(s)
 - b. Quarterly, within 30 days of the end of the quarter:
 - i. Quarterly Financial Reports
 - c. Annually, as specified:
 - i. Calendar-Year Payroll Tax and PERA Reconciliation– February 28
 - ii. Projected enrollment March 15
 - iii. Proposed Budget April 15
 - iv. Charter Board approved budget June 30
 - v. Draft of annual audit with Trial Balance September 15

- vi. Final annual audit with Trial Balance October 15
- vii. Amended budget, or adopted budget if not amended, on CDE form January 21
- c. School calendar Due on April 15 provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.
- d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. May 31
- e. Governance information including Charter Board (i.e., names/contact info, terms and signed Board Member Certification Forms or Board of Director's Agreements) August 31
- f. Insurance certification August 31
- g. Summary Listing of Human Resources/Personnel Information in mutually-agreed format September 15

The District HR department will retain information on School personnel as outlined below. For any new employees hired or for any personnel changes made, all applicable forms, reports, and transcripts must be updated or submitted to HR within 10 business days of the date of hire or change.

- a. Copy of active license waiver on file with the Colorado Department of Education (if applicable)
- b. Completed CDE Employee Data Collection Form
- c. All college transcripts from all degrees obtained for all licensed personnel
- d. Copy of any content exam results (if applicable)
- e. Copy of Colorado Teaching License (if applicable)

The School and the District's HR department will mutually sign off on any new information submitted once it is deemed complete. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from the Colorado Department of Education or other Federal or State governmental authorities.

3.2.65 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands 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 acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

- 3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.
- **3.4 District School dispute resolution procedures**. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
 - a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.
 - b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.
 - c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.
 - d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a decision if binding arbitration was selected, provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

- e. <u>Waiver</u>. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action, provided that the parties may agree in writing to extend any of the time limits for a specified period.
- f. <u>Costs shared</u>. The parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.
- g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.
- 3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2. 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 3.5.2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

- Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.
- 2. Taking immediate control of the School or some portion thereof. Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, CRS 22-30.5-701, et seq. and exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with

respect to any alleged breach.

- 3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.
- 4. <u>Escalating Notifications.</u> For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.
- 5. <u>Special Remedies for Non-Compliance with Financial Matters.</u> If breach of contract provisions related to financial matters in section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
 - Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
 - b. Use the District's prescribed auditing firm for the school's yearend financial audit at the school's cost.
- 3.6 District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.

4. SCHOOL GOVERNANCE

- **4.1 Governance**. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.
- **4.2 Corporate purpose**. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S. and appropriate ancillary activities.
- **4.3 Transparency**. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.
- **4.4 Complaints**. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.
- 4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

5. OPERATION OF SCHOOL AND WAIVERS

- 5.1 Operational powers. The School will be fiscally responsible for its own operations, and will 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; leasing or purchasing facilities for School purposes (subject to Board approval); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.
- **5.2 Transportation**. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.
- <u>5.3 Food services</u>. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.
- **5.4 Insurance**. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability (including owned, hired and non-owned vehicles) insurance. The School will also purchase a bond or crime insurance and property insurance covering buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A- VII". Non-rated insurers must be approved by the District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without 30 days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.5 Waivers.

1. <u>Automatic waivers.</u> The District agrees to seek waiver 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 School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

- 2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent 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 will meet to negotiate the effect of such State Board action.
- 3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and. thereafter, will present the matter before the Board at its next regular meeting. The Board will, unless otherwise agreed by the parties, have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent 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 will meet to negotiate the effect of such State Board action.
- 4. <u>Compliance assurance</u>. The School will take reasonable steps to assure that staff at the School, members of the Charter Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state

statutes or rules or Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

5. A list of all waivers is included as **Exhibit A**.

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

- **6.1 School grade levels**. The School may serve students in kindergarten through grade 5, including other ancillary activities, such as preschool.
- **6.2 Student demographics**. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.
- **6.3 Eligibility for enrollment**. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.
- <u>6.4 Enrollment preferences, selection method, timeline, and procedures</u>. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.
- **6.5 Admission procedures**. To ensure that the needs of students with disabilities are met, the following procedures must be followed:
 - Following the application deadline and upon completing the lottery if appropriate, the School will require that the student/District provide the most recent IEP, if any.
 - 2. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.
 - 3. When an applicant has an existing IEP, prior to the decision to admit or deny admission, a review team consisting of the Administrator or designee, the School Special Education Teacher, and a District representative will review the IEP, and if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the provision of services as stated on the IEP can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District representative will convene a complete IEP team to make the final determination. If the determination by the full IEP team is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School,

- the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Student Services, along with parents, will participate in the IEP Team meeting at the School.
- 4. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.
- 5. Admission of applicants with an IEP will be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP from his/her previous school will be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, including the same or comparable services set forth in the IEP, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP team review meeting is held and the IEP is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.
- enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.
- <u>6.7 Non-resident admissions</u>. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who reside outside the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

- <u>6.8 Student movement after October 1</u>. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.
- 6.9 Expulsion and denial of admission. The statutory authority to expel students will remain with the District. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board's confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105. C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

<u>6.10 Continuing enrollment</u>. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, 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.

7. EDUCATIONAL PROGRAM

- **7.1 Vision and mission.** The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).
- <u>7.2 Unified Improvement Plan</u>. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT D**.
- **7.3 District Accreditation Indicators.** Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT E**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- **7.4 Educational Program Characteristics**. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT F**, subject to modification with the District's written approval.
- **7.5 On-line program**. The School's educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.
- 7.6 Curriculum, instructional program, and pupil performance standards. The School will 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 will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the TCAP test as required by the State. The School will participate in the District Accountability/Accreditation process.
- 7.7 English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT G**. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

- The School is accountable for complying with federal laws prohibiting discrimination based on disability, including section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.
- 2. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) and paraprofessionals subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.
- 3. The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for 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 provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.
- 4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will 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 decision of the District's Executive Director of Student Services will control.
- 5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect

- the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- 6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District and newly hired special education teachers will attend District orientation sessions, including *Being a Special Educator in St Vrain*, during the school year following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.
- 7. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) 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 will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.
- 8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.
- 9. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.
- 10. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

8. FINANCIAL MATTERS

8.1 Revenues

- 1. <u>District per pupil revenue funding</u>. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
 - a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
 - b. Deductions for purchased services, and
 - c. Other deductions as provided herein and adjusted as provided herein
 - d. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

- 2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title IV and Title 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 the Colorado Department of Education as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- 3. State categorical aid. On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) categorical aid 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 the Colorado Department of Education as required.
- 4. Mill Levy Override Funds.
 - a. <u>2008 Mill Levy Override</u>. The District shall allocate a proportionate share of the Mill Levy Override Funds based either upon the October 1 funded student count for the 2008-2009 year of the

School, as certified by the Colorado Department of Education, as compared to the District's funded student count, or on subsequent Board action. For each subsequent year that the 2008 Mill Levy Override is in existence and the School remains under the oversight of the District's Board, the computed amount allocated to the School shall not exceed the amount computed for the 2008-2009 fiscal year, or subsequent Board action, modified by the proportionate share of any change in the amount of the Mill Levy Override tax assessed. Such funds will be disbursed to the School in proportion to the amount received by the District between February and June. Any outstanding difference between allocation and disbursement to the School will be disbursed on or prior to June 30th of the contract year. Because the proportionate share to the School will be paid on or prior to June 30th, the School agrees that any subsequent tax revenue for Mill Levy Override collected after the contract year, for the contract year, will remain an asset of the District.

- b. <u>2012 Mill Levy Override</u>. The District shall allocate and distribute 2012 Mill Levy Override Funds to the school in accordance with the attached signed Memorandum of Understanding (**Exhibit I**).
- Annual accounting. The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31
- **8.2 Disbursement of Per Pupil Revenue.** Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.
- **8.3** Adjustment to funding. The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based 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 the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the 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 will be made to the School's funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR

provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

- **8.4 Budget.** On or before April 15 the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.
- **8.5 Enrollment projections**. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties 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 will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.
- **8.6 TABOR reserve.** The School shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.
- 8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District's funding obligations under this contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

- **8.8 Contracting.** The School will 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 the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:
- a. The contractor acknowledges that the School 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 the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.
- **8.9** Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in section 3.2.4.b of this contract. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in section 3.5.5.
- **8.10 Quarterly reporting.** The School will prepare quarterly financial reports for the District in compliance with 22-45-102(I)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.

- **8.11 Non-commingling.** Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.
- **8.12 Encumbrances and borrowing.** During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval; such approval not to be unreasonably withheld.
- <u>8.13 Accounting system</u>. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-

mandated account codes as dictated by the Colorado Department of Education. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.

8.14 Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, the School must use the financial reporting method for the building corporation required by the District.

9. PERSONNEL

- <u>9.1 Employee status</u>. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.
- 9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

- 10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.
- **10.2 District services.** Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities, including normal health related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.
- 10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Student Services. Such approval will not be unreasonably withheld.
- 10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (EXHIBIT H).
- 10.5 Personnel services. As requested by the School, the District may provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.
- 10.6 Additional Services. The School may, at its own cost, subscribe to

additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT H**. Except as outlined elsewhere in this contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this contract. Any additional services not outlined in this contract or the attached exhibit must be negotiated under a separate services agreement.

11. FACILITIES

- **11.1 Location.** The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its regular program.
- **11.2 Use of District facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
- 11.3 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 will not be obligated to provide an alternative facility for use by the School to operate the School.
- 11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

- a. <u>Timeline and process</u>. The School will submit its renewal application by December 1 of the year before the School's Contract expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School's Contract expires following a public hearing where the School will have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it will detail the reasons in its resolution.
- b. <u>Application contents</u>. 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 is provided in District policy LBD-R, Relations with Charter Schools.
- c. <u>Criteria for renewal or non-renewal</u>. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.
- 12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3),C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.
- 12.3 School-initiated closure. Should the School choose to terminate this Contract, 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 sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.
- **12.4 Dissolution**. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that

the District will 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. 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. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5 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, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All nonconsumable grants, gifts and donations or assets purchased from these revenue sources will 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 will 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.

13. GENERAL PROVISIONS

- 13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.
- **13.2 Amendments.** No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.
- **13.3 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 superseded by this Contract.
- **13.4 Non assignment.** Neither party to this Contract will 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 will not be unreasonably withheld, conditioned or delayed.
- 13.5 Governing law and enforceability. This Contract will be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will 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.
- 13.6 No third-party beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the District. Nothing contained in this Contract will 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 will be deemed an incidental beneficiary only.
- **13.7 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 provisions of this Contract will constitute a waiver of any other breach.
- **13.8 Notice.** Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses

set forth below. Either party may change the address for notice by giving written notice to the other party.

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

IN WITNESS WHEREOF, the parties have executed this Contract June 26, 2013.

ASPEN RIDGE SCHOOL, INC., a Colorado non-profit corporation 705 Austin Avenue Erie, CO 80516-0195

| | By President, Board of Directors |
|-----------|---|
| ATTEST: | |
| Secretary | |
| | ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J 395 S. Pratt Parkway Longmont CO 80501 303-682-7203 (fax) 303-682-7343 |
| | By President, Board of Education |
| ATTEST: | |
| Secretary | |

EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 20141 through June 30, 20164.

- 22-9-106, C.R.S. Local board duties concerning performance of licensed personnel
- 22-32-109 (1) (f), C.R.S. Local board duties concerning employment termination of school personnel
- 22-32-110 (1) (h), C.R.S. Employment and authority of principals
- 22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment License Required Exception
- 22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing duration damage provision
- 22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher renewal and nonrenewal of employment contract
- 22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990; receiving money from sale of goods interest prohibited
- 22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers compensation
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-9-106(4) Certificated personnel Evaluations

| 22-32-109(1)(cc) | Board duties – dress code for staff |
|---------------------|---|
| 22-32-109(1)(b) | Board duties – purchase of goods and service |
| 22-32-109(1)(n)(l) | Board duties – length of school year |
| 22-32-109(1)(n)(II) | Board duties –hours of instruction |
| 22-32-109(1)(t) | Board duties – educational programs |
| 22-32-109.7 | Board duties – selection of personnel |
| 22-32-110(1)(h) | Board duties – terminating personnel |
| 22-32-110(1)(i) | Board powers – reimburse employees for expenses |
| 22-32-110(1)(j) | Board powers – procure insurance |
| 22-32-110(1)(k) | Board powers - inservice |
| 22-32-110(1)(y) | Board powers – accept gifts, donations, or grants |
| 22-32-110(1)(ee) | Board powers – employ teacher aides |
| 22-32-119 | Kindergarten |
| 22-60.5-301 | Licenses and standards for principals |
| 22-63-103(10) | Teacher employment – substitutes |

Waivers Requested from SVVSD Policies

The following waivers are requested from SVVSD Policies for the duration of the Charter, beginning July 1, 20141 and through June 30, 20164.

Section B: School Board Governance and Operations

Aspen Ridge acknowledges and will abide by all requirements of a public Charter School board. Many of the policies in Section B are specific to the SVVSD Board. Aspen Ridge will operate under all applicable State Statutes and Robert's Rules of Order, Newly Revised, as well as the Aspen Ridge Bylaws, to ensure compliance with all necessary requirements.

Aspen Ridge will establish its own meeting schedule, ensure that agendas and minutes meet appropriate criteria, elect its Board and delineate their roles according to its bylaws, and determine its own process for creating and revising policies.

BBA – Board Powers and Responsibilities

BBAA – Board Member Authority and Responsibilities

BBBB – Board Member Oath of Office

BBBC/BBBD - Board Member Resignation/Removal from Office

BBBE - Unexpired Team Fulfillment/Vacancies

BBBG – Board Elections

BCAA - Gifting, Awards, Honorariums, and Sponsorships

BCAA-E - Gifting, Awards, Honorariums, and Sponsorships Guidelines

BDA - Board Organizational Meeting

BDB - Board Officers

BDC – Appointment of Secretary to the Board of Education

BDF (All) - Advisory Committees

BE/BEA/BEB – School Board Meetings/Regular Meetings/Special Meetings

BEC-E – Minutes of an Executive Session of the Board of Education of the St. Vrain

Valley School District

BEDB - Agenda

BEDB-R - Agenda

BEDG - Minutes

BEDJ – Broadcasting/Taping of Board Meetings

BG - School Board Policy Process

BGA – Policy Development System

BGB – Policy Adoption

BGD – Regulations, Exhibits, and Procedures

BGE – Policy Communication

BGF – Suspension/Repeal of Policy

BIBA – Board Member Travel, Conventions, Workshops, and Other Expenses

BIBA -R - Board Member Travel, Conventions, Workshops, and Other Expenses

BK – School Board Memberships

Section C: General School Administration

Aspen Ridge will establish relevant criteria for recruitment and hiring of administrative staff, while complying with applicable laws protecting employee rights and equal protection provisions. In conjunction with the Administrator, the Aspen Ridge Board will assign staff to positions where they can best contribute to the Charter School's educational mission and will implement policies that it deems necessary and best suited specifically to the Charter School.

CA - Administration of Goals/Priority Objectives

CFBA – Evaluation of Evaluators

CH - Policy Implementation

CHCA - Handbooks and Directives

CHD - Administration in the Absence of Policy

Section D: Fiscal Management

The Aspen Ridge Board understands the critical nature of sound fiscal management and will meet all prescribed timelines as agreed upon with the Sponsoring District including those for monitoring and audit purposes. The policies delineated in Section D of the Sponsoring District's policies are for the fiscal management of an entire Sponsoring District whereas the Board of Aspen Ridge has established fiscal policies that are better suited for use by a smaller program such as Aspen Ridge. Aspen Ridge has developed a set of Fiscal Policies and Procedures that were included in the charter application as approved by the Sponsoring District. The Charter School will continue to revise, update and establish new policies and procedures for its own business practices in accordance with federal and state law.

The Aspen Ridge Board will determine its budget and associated processes for its preparation, participation in grants (unless in conjunction with the Sponsoring District – at which point it will follow Sponsoring District guidelines), its banking policies and procedures, purchasing policies and procedures, appropriate reimbursements for its employees, and options to provide employees for investing retirement funds. In addition, all equipment the Charter School purchases will be purchased and sold with guidelines established by the Charter School.

DB (All) - Annual Budget, etc.
DD (All) - Grants Management, etc.
DGA/DGB - Banking Services/Authorized Signatures/Check -Writing Services
DJ (All) - Purchasing Authorization, etc.
DKC/DKC-R-1 - Employee/Expense Authorization Reimbursement
DLB/DLB-R - Retirement Plans
DN/DN-R - School Properties Disposition

Section E: Support Services

Aspen Ridge thoroughly understands the need for appropriate and solid support services including food services, data management for student information, and for the use of technology in its program. To that end, Aspen Ridge will develop policies that meet the needs of the Charter School in conjunction with all applicable state law. Such policies will be in place prior to the start of the school year.

The Charter School will not provide transportation for its students, rather transportation will be provided by parents. The Charter School may elect to provide this service in the future, or to contract with the Sponsoring District for transportation services for field trips or other special events. The Aspen Ridge Board has not yet decided which food program it will offer its students and will explore contracting with the Sponsoring District for this service. Regardless of the chosen meal vendor, Aspen Ridge will apply for sponsorship of the National School Lunch Program so that students, who qualify, may receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program.

EBCE - School Closings and Cancellations EEA - Student Transportation EEAA - Walkers and Riders EEAC - Bus Scheduling and Routing

EEBA - School-Owned Vehicles

EF - Food Services

EFAA - Use of Surplus Commodities

EFC - Free and Reduced lunch

EFC-R - Free and Reduced-Price Food Services

EFC-E – Parent/Free and Reduced-Price Meals (Spanish Version)

EH – Data Management

ED-R – Data Management

EHC – Technology, Access and Digital Communication

EHC-R – St. Vrain Valley School District Terms, Conditions and Responsible Use Guidelines

EHC-E-1 – Responsible Use Guidelines for Technology, Access, and Digital Communications (Staff)

EHC-E-2 – Student Responsible Use Guidelines for Technology, Access, and Digital Communication

Section F: Facilities

Section F of the Sponsoring District's policies relate to facilities. These policies are considered Automatic SVVSD Policy Waivers.

Section G: Personnel

Section G of the Sponsoring District's policies relate to personnel. The Charter School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including equal employment opportunities, freedom from discrimination and harassment as well as a safe, tobacco-, drug- and alcohol -free work environment.

Compensation and employment terms will be established and approved by the Aspen Ridge Board. All staff employed by the Charter School will be considered "at will" employees in the sense that either the employee or the Charter School will be able to terminate employment, with or without cause. The Charter School will determine its own calendar and workday schedules and will determine its own staffing needs, recruitment, and hiring procedures. The Charter School will also enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a Charter School be members of PERA.

All of Section G is considered Automatic SVVSD Policy Waivers with the exception of GBA and GBAA by which Aspen Ridge will abide.

Section H: Negotiations

Section H of the Sponsoring District's policies relate to Negotiations. These policies are considered Automatic SVVSD Policy Waivers.

Section I: Instruction

Section I of the Sponsoring District's policies relate to Instruction. These policies are considered Automatic SVVSD Policy Waivers with the exception of IKF and ILBB by which Aspen Ridge will abide.

Pursuant to statutory authority, the Charter School will design its own educational program and curriculum. The vision, mission, and educational philosophy are directed by the Aspen Ridge Board and will impact curriculum design, implementation, and review which will occur in an ongoing process. Aspen Ridge will work with the Sponsoring District to ensure the content standards of its curriculum meet or exceed those of the Sponsoring District. The Charter School may wish to develop alternative assessments to those the Sponsoring District employs. In addition, Aspen Ridge reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, and similar activities.

Section J: Students

Aspen Ridge will establish many of its own policies for its students with health and welfare being of the utmost importance and in compliance with all state law. Aspen Ridge has established policies for admissions, attendance, conduct, discipline, and school-related activities. The Charter School reserves the right to establish its own student dress code and intends to align its discipline procedures with those set forth by the Sponsoring District. The right to expel a student is reserved by the Sponsoring District, to which the Charter School will make referrals. Further, the Charter School will not use corporal punishment.

There are a number of Automatic SVVSD Policy Waivers in Section J and those are identified in parentheses in the list below:

JC - School Attendance Areas (Considered an Automatic SVVSD Policy Waiver) JC-R - Determination of a Student's School Attendance Area (Considered an Automatic SVVSD Policy Waiver)

JCAA - School Districting/Redistricting (Considered an Automatic SVVSD Policy Waiver)

JF (All) - Student Admissions and Denial of Admissions/Open Enrollment/Appeals JGA - Assignment of New Students to Classes and Grade Levels (Considered Automatic SVVSD Policy Waiver)

JGA-R – Assignment of New Students to Classes and Grade Levels

JH (All) - Student Absences and Excuses

JH/JHB/JHD (Considered Automatic SVVSD Policy Waivers)

JI (All) – Student Rights and Responsibilities, etc. (Considered Automatic SVVSD Policy Waivers)

JJ (All) – Student Activities, etc. (Considered Automatic SVVSD Policy Waivers) 22

JK (All) - Student Discipline, etc. (Considered Automatic SVVSD Policy Waivers)

JLCF – School Nurses

JLCF-R - School Nurses

JLD - School Counseling Programs

JLID/JLIE - Student Bicycle/Automobile Use and Parking

JLIF – Use of Safety and Security Technologies

JLIF-R – Use of Electronic Recording Equipment to Monitor Student Behavior JM/JM-R – Student Awards, Honors and Scholarships (Considered Automatic SVVSD Policy Waivers)

JO – Employment of Students (Considered Automatic SVVSD Policy Waivers)

JP – Student Donations and Gifts (Considered Automatic SVVSD Policy Waivers)

JQ – Student Fees, Fines and Charges (Considered Automatic SVVSD Policy Waivers)

Section K: School-Community-Home Relations

Aspen Ridge will establish its own policies concerning fundraising and advertising activities. The Aspen Ridge Board will hear and handle all parental complaints about the Charter School's academic program and instructional resources.

KE (All) - Public Concerns and Complaints, etc.

KF (All) - Community Use of School Facilities, etc.

KH (All) - Public Gifts to Schools (Considered an Automatic SVVSD Waiver)

KLB – Relations with Election Authorities (Voter Registration)

KLG - Relations with State Agencies

Policy Section L – Education Agency Relations

LDA – Student Teaching and Internships

LDA-R – Student Teaching and Internships

Policy Section L – Education Agency Relations

LDA – Student Teaching and Internships

LDA-R - Student Teaching and I

EXHIBIT B

ASPEN RIDGE PREPARATORY SCHOOL

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

RATIONALE: Aspen Ridge Preparatory School is committed to recruiting and retaining a diverse student population that represents the cultural, ethnic and socio-economic diversity within the Erie area. The founders of Aspen Ridge believe that diversity is an important element for the school that will enrich the educational experience for all of its students. This outreach plan encompasses the two themes of Communication and Accessibility.

Communication:

- 1. The outreach materials will be directed toward two populations:
 - (a) Free/reduced lunch eligible (FRL) students AND
 - (b) Students who are classified members of one of the ethnic minority groups whose enrollment is tracked by the District.
- 2. We will provide the free/reduced lunch eligible application (as provided to us by the District) as part of the enrollment process.
- 3. We will work to craft outreach materials which are specifically tailored to appeal to each of the groups above (free/reduced lunch eligible and racial/ethnic minorities.)

| Goal | Activities | Person Responsible | Timeline |
|---|---|--|----------|
| ARPS will implement outreach activities specifically targeting the FRL population | Distribute flyers to every home within the Erie area. Display enrollment information on posters with school information in community locations (Library, Community Center, etc.) Hold Information Sessions prior to and during Open Enrollment window. Advertise the school and enrollment in local media. | ARPS Administration/Board of Directors | Ongoing |
| ARPS will implement outreach activities specifically targeting the | Establish and maintain relationship with organizations such as the local YMCA, Erie Community Center, Erie Chamber of Commerce | | |

| racial and | | |
|-----------------|--|--|
| ethnic minority | | |
| student | | |
| population | | |
| | | |

Accessibility:

- 1. ARPS will work to minimize transportation barriers, since free bus service will not be available to students.
- 2. ARPS will work to minimize language barriers. Demographics indicate that the two dominant languages in the area are English and Spanish. After enrollment, ARPS will support these students in the manner described in its application and will provide programs similar to those provided by the District.
- 3. ARPS will work to minimize financial barriers for students and will follow the District's procedures for assessing eligibility for waiving required fees.

| Goal | Activities | Person Responsible | Timeline |
|--|--|--|-------------------------|
| ARPS will support parents in finding viable methods for getting students to and from school. | Parent volunteers will work with families to arrange carpool solutions. ARPS will investigate carpool software programs such as carpoolworld.com and Ride Arrangers to match families with a carpool solution for getting their child(ren) to and from school. ARPS will provide parent tutorials on the use of this product. Provide information about public transportation available in the area. | School Access Parent Volunteers ARPS Administration | August 2011- Ongoing |
| ARPS will support parents' access to the school by reducing the | Printed outreach materials will be printed in English and Spanish (the dominant second language within the area.) Provide a Spanish | ARPS Administration/Board of Directors | Ongoing |

| , | | | |
|---|--|----------------------------|---------|
| language | speaker/translator when | | |
| barriers that | necessary. | | |
| prevent understanding of enrollment and attendance information. | Provide all website information in 57 languages including English and Spanish via Google translate. Enrollment documents available for downloading will be presented in both English and Spanish. Provide Spanish-language announcements on local Spanish radio station(s), if possible. | | |
| ARPS will support families in covering direct and indirect costs of enrolling their children in our school. | Research and apply for grants that will help fund full day Kindergarten access for all students free of charge. Donate 10% of all school fundraising efforts to scholarships for qualifying families to waive fees and provide for full day Kindergarten access at no cost. Provide daily lunch service for students, enabling access to FRL meals to qualifying students. | ARPS Board of Directors | Ongoing |

EXHIBIT C

ENROLLMENT PROCEDURES

Enrollment preferences. Enrollment preferences will be given to the following types of students:

- a. Siblings of students already enrolled in the School will be automatically enrolled according to space availability;
- b. Children of founding families, Charter Board member's and School teachers' children, not to exceed 20%;
- c. All other students living within District boundaries.

<u>Selection method</u>. When the number of applicants exceeds the number of spaces available, students will be selected by a random lottery, taking into consideration the enrollment preferences described in Section 6.5. If additional spaces become available after the initial selection, students will be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission will be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year: students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

Enrollment timeline and procedures. The School may establish its own enrollment timeline and procedures subject to the following conditions:

- a. Prior to submitting an application for admission parents and students will be encouraged to attend an informational meeting about the School.
- b. The School will make clear at meetings and in written information provided along with the application that any student residing in Colorado who meets the eligibility requirements described in Section 6.4 may apply, although admission is based on the preferences listed in Section 6.5.
- c. The School will begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
- d. The lottery will be held no earlier than January 15 and no later than February 15 of the year for which enrollment is being selected.
- e. Based on space availability, the School will continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the four key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: the percentage of students proficient or advanced on Colorado's standardized assessments. This Indicator includes results from CSAP and CSAPA (Reading, Writing, Math and Science), and Lectura and Escritura.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar CSAP score history in that subject area, and 2) adequate growth: whether this level of growth was adequate for the typical (median) student in this school to reach proficiency in three years or by the 10th grade, whichever comes first, as measured by the CSAP.

Academic Growth Gaps: The Academic Growth Gaps Indicator reflects the academic progress of historically disadvantaged student subgroups and students below proficient. It disaggregates the Growth Indicator into student subgroups, and reflects their normative and adequate growth. The subgroups include students eligible for Free/Reduced Lunch, minority students, students with disabilities (IEP status), English Language Learners, and students who scored at the below proficient level.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or jobs upon graduation. This Indicator reflects student graduation rates, dropout rates, and average Colorado ACT composite scores. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

<u>Program Characteristics</u>. The School shall implement and maintain its educational program as set forth in Section D of its original Application, including the following characteristics, subject to modification with the District's written approval:

- Average class size will be 20 students for kindergarten through second grade and 24 students for third through fifth grades, with no single class to exceed 27;
- a. The Aspen Ridge Board of Directors shall annually determine enrollment and class sizes needed to remain financially viable and offer a quality educational program in a small school environment;
- Students will complete annual projects that will incorporate what they learned during the year within each of the Aspen Ridge Trailways; Technology Trail, International Trail, Nature Trail, and Personal Development Trail;
- c. The School will collaborate with parents to develop a Personal Education Plan for each student;
- d. Students will participate in *Success for All* Reading for a ninety minute block daily;
- e. Students will participate in an enrichment class on a daily basis, which will include art, music, , physical education, world cultures , and technology.;
- f. The School will hold conferences with parents at least twice per school year.;
- g. The School will establish a School Advisory Committee which will monitor student achievement among other duties;
- h. Students will wear uniforms;
- h.i. As stated in the original Charter Application, the School intends to submit an application to add grades 6, 7, and 8.

Maximum and minimum enrollment. The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be no more than 264 student FTEs. This limitation on the number of enrolled students is acknowledged by the School and the District in order to ensure that the School will be able to offer a quality program for its students to be able to academically succeed and to maintain the small school environment focus as presented in the Application. The school agrees to maintain an enrollment sufficient for financial viability.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

Some students enrolled at School will be English Language Learners (ELL). School will employ an ELL specialist to work with students who need ELL services. Students with a need for ELL services will be placed in the regular classroom for the majority of the day. They may be pulled out to work one on one or in a small group on their English language skills on an occasional basis. It is a goal of School to be an inclusive environment. With full immersion in an English language program, ELL students will flourish, learning skills from their peers and teachers, while still having the support of an ELL specialist.

School will comply with all required aspects of monitoring, assessing, and ensuring growth of students in the area of language acquisition. The goal will be to create a learning environment whereby all English Language Learners achieve the same challenging grade level standards as native-English speaking students. Through a small school environment focusing on individualized and personalized attention via PEP, differentiated instruction, ability grouping, and the Rtl process, this goal is attainable. Students' progress in acquiring English proficiency will be determined by using the California English Language Assessment (CELA) to assess listening, speaking, reading, writing, oral language and comprehension.

The CELA Placement Test will be initially administered to any student new to School or District who has been identified by a home language survey as having a primary home language other than English and has not been previously assessed with the CELA. Annually, the CELA Proficiency Test will be administered to those students identified by the Placement test as Non-English proficient (NEP) or Limited-English proficient (LEP) and are receiving program services.

School will implement the following curricular plan to meet the needs of its ELL students:

- All teachers will know the classification levels of ELL students assigned to their classroom for instruction.
- Colorado's ELD Standards for listening, speaking, reading, and writing will be used as a guide to instruct students on a daily basis.
- Differentiated instruction and ability grouping will be used in an inclusive setting.
- Cooperative learning activities and instructional strategies embedded in SFA Reading programs will enhance instructional opportunities with ELL students.
- On Our Way to English, published by Rigby/Harcourt will be implemented for direct ELD instruction in a pull-out format.
- Progress will be monitored with the goal of one level progress per year through the process of attaining fluency.
- Student support will be based upon parent participation/opinions, two measurable indicators and a recommendation from the teacher based upon academic achievement (e.g. TCAP (proficiency level), CELA scores, and a classroom achievement grade of a B or higher).

With regard to School's general curriculum program, the Success for All Foundation has conducted research and developed materials to provide schools with resources to meet the challenges of their linguistically and culturally diverse populations. Cooperative learning, a teaching methodology at the core of all SFA programs, is ideally suited to the need of ELL students. Students work with teams to study and learn together, practice skills, and exchange roles as teachers and learners. These small groups provide a "safe place" for ELL students to interact with their peers, practice language, and work on academic tasks. Systematic, daily contact with native speakers provides the invaluable, authentic language practice that is necessary to truly acquire language.

The research-based curriculum materials developed by the Success for All Foundation also include ELD strategies built into each lesson. There are no separate ELL lessons that require special grouping, additional teachers/aides or alternate assessment measures. Lessons are structured so that ELL students are studying material on their grade level with native English speakers but still receiving the support they need to make the lessons comprehensible. Keeping students at a challenging level while providing targeted assistance enables them to achieve at the same rate as other students.

There are a range of supports in place. Reading materials identify important vocabulary for ELL students in each lesson, and suggest different ways of presenting it to ensure comprehension (proven techniques such as Realia, TPR, pantomime, and choral response are all used). Curriculum support materials such as colorful vocabulary cards, puppets, and letter-blending cards provide strong visuals to aid in retention of new vocabulary and concepts. Assessment measures help pinpoint problem areas in vocabulary, oral language production and comprehension so these skills can be addressed directly, depending on the needs of individual students. Videos and DVDs, created exclusively for ELL students (but beneficial and enjoyable for all students) address important skills such as phonemic awareness, letter sounds, sound blending, vocabulary development, and specific reading strategies and skills (reading with fluency, making predictions, and monitoring for meaning and others).

DATE: April 23, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contracts for Teachers/Non-Renewal Notices (2014-15

Academic Year)

RECOMMENDATION

That the Board of Education approve teacher contracts for all probationary and non-probationary teachers currently employed by the St. Vrain Valley Schools with the exception of those listed below.

Probationary teachers not recommended for contracts for the 2014-2015 school year:

| First | | | |
|----------|---------------------|---------------------------|------------------------------|
| Name | Last Name | Location | Position |
| | | | |
| Gerardo | Canedo-Macouzet | Erie Middle School | Teacher, Spanish |
| David | Hanslik | Erie Middle School | Teacher, Science |
| Lynn | Maybee | Northridge Elementary | Teacher Primary Multi Grades |
| Nina | Miller | Northridge Elementary | Teacher, Grade Two Bilingual |
| Caron | Minsley | Sunset Middle School | Teacher Special Education |
| Pereira | Taaffe | Erie Middle School | Teacher Mathematics |
| Lorraine | Uzzalino-Del Grosso | Trail Ridge Middle School | Teacher Social Science |
| Sean | Knight | Trail Ridge Middle School | Teacher Instrumental Music |
| Anthony | Crank | Skyline High School | Teacher Vocal Music |
| Justin | Hillyard | Frederick High School | Teacher Mathematics |
| Sarah | Elsbach | Spark | Teacher Preschool |
| Laura | Scotto | Student Services | Speech/Lang Disability |
| Michelle | Flippin | Indian Peaks Elementary | Teacher Bilingual Grade 1 |
| Caitlin | McGinn | Skyline High School | Teacher Social Studies |
| Susan | Cantor | Spark | Teacher Preschool |
| Julien | Bell | Timberline K-8 | Teacher Foreign Language |
| Stacy | Maughon | Mountain View Elementary | Teacher Grade Four |
| Mari | Lehman | Red Hawk Elementary | Teacher Grade Two |

| First Name | Last Name | Location | Position |
|--------------------|------------|---------------------------|--------------------------------------|
| Jodi | Wardlow | Centennial Elementary | Teacher Grade Three |
| lennifer Balliew H | | Hygiene Elementary | Teacher ESL |
| Shannon | Bryant | Silver Creek High School | Teacher Special Education |
| Patricia | Van Lue | Indian Peaks Elementary | Teacher Kindergarten |
| Tiffany | Gesie | Thunder Valley | Teacher - GradeFour |
| Amy | Velasquez | Erie Middle School | Teacher English/Lang Arts |
| Chris | Summers | Frederick High School | Teacher Business |
| Shay | Carpenter | Trail Ridge Middle School | Teacher Special Education |
| Emily | Mozingo | Silver Creek High School | Teacher Foreign Language |
| David | Koctar | Silver Creek High School | Teacher Social Studies |
| Joan | Vanderveen | Student Services | Occupational Therapy |
| Alisa | Kovalsky | Indian Peaks Elementary | Teacher Title One |
| Норе | Porter | Alpine Elementary | Teacher - Grade One |
| Kathleen | Shockency | Longs Peak Middle School | Teacher Language Arts |
| Tracie | Marshall | Niwot Elementary | Teacher Special Education |
| Shelly | Coleman | Thunder Valley | Teacher Language Arts |
| Elizabeth | Lennert | Alpine Elementary | Teacher - Kindergarten |
| Kimberly | Milbrath | Timberline K-8 | Teacher Kindergarten |
| Mark | Reitsma | Skyline High School | Teacher General Science |
| Charlene | Lott | Legacy | Teacher Art |
| Cara | Maronek | Thunder Valley | Teacher Special Education |
| Amanda | Colton | Mountain View Elementary | Teacher Grade Four |
| Samantha | Rubino | Red Hawk Elementary | Teacher Special Education |
| Jason | Johnson | Skyline High School | Teacher Physical Education |
| Jennifer | Witteveld | Student Services | Occupational Therapy |
| Kimberly | Kouns | Eagle Crest Elem | Teacher Multi-Grades |
| Lois | Hurst | Student Services | Teacher Special Education |
| Lori | Salinas | Sanborn Elementary | Teacher - RTI |
| Emily | Limbach | Sunset Middle School | Teacher Language Arts/Social Studies |
| Janelle | Kramer | Red Hawk Elementary | Teacher Kindergarten |
| Erica | Gardner | Indian Peaks Elementary | Teacher Grade Three |
| Elizabeth | Rhodes | Skyline High School | Teacaher Language Arts |
| David | Fox | Skyline High School | Teacher Mathematics |
| Robyn | Wright | Thunder Valley | Teacher Grade Six |
| Shannon | Krack | Thunder Valley | Teacher RTI |
| Zachary | Garcia | Thunder Valley | Teacher Instrumental Music |
| Seth | Wallace | Sunset Middle School | Teacher Special Education |
| | Liefert | Student Services | Teacher Special Education |

| First | | | |
|----------------|---------------|---------------------------|-------------------------------|
| Name | Last Name | Location | Position |
| | | Timberline K-8/Rocky | |
| Andrea Vaughan | | Mountain Elem | Teacher Special Education |
| Kimberly | McCaulay | Longmont Estates ES | Teacher Special Education |
| Scott | Raedeke | Skyline High School | Teacher General Science |
| Samantha | Crimmins | Student Services | SLP |
| Devin | Scannell | Coal Ridge Middle | Teacher Special Education |
| Kymberly | Chriswell | Columbine Elementary | Teacher ESL |
| Matthew | Smith | Erie Middle School | Teacher Social Studies |
| Michael | Messerschmitt | Longmont Estates ES | Teacher Special Education |
| Judi | Von Gaia | Niwot High School | Teacher, Special Education |
| Fredella | Cobb | Northridge Elementary | Teacher |
| Elizabeth | Holder | Red Hawk Elementary | SLP |
| | | | Teacher, Language Arts and |
| John | Justis | Skyline High School | Drama |
| Amy | Sheets | Skyline High School | Teacher, Special Education |
| Kate | Riddle | Timberline K-8 | Teacher Science |
| Pam | Zola | Skyline High School | Teacher ESL |
| Leslie | Gerber | Altona Middle School | Teacher Mathematics |
| Amy | Но | Altona Middle School | Teacher Science |
| Amanda | Dolan | Altona Middle School | Teacher Special Education |
| Khrystina | Weinberg | Burlington Elementary | Teacher Kindergarten |
| Sara | Hamlin | Erie Middle School | Teacher ESL |
| Laurel | Light | Indian Peaks Elementary | Counselor |
| Lawrence | Rice | Lincoln Main Street | Teacher, Special Education |
| Jason | Vela | Lincoln Main Street | Teacher, Special Education |
| Natasha | Reznikoff | Longmont Estates ES | Teacher ECSE |
| Rachel | Hillmer | Longmont Estates ES | Teacher Grade Four |
| Elizabeth | Esguerra | Longmont High School | Counselor |
| Michelle | Huster | Mead High School | Teacher Instrumental Music |
| Robert | Sencenbaugh | Northridge Elementary | Teacher, Grade Five |
| Kristine | Johnson | Rocky Mountain Elementary | Teacher Bilingual Grade Three |
| Christian | Noon | Silver Creek High School | Teacher Instrumental Music |
| Claire | Cahir | Sunset Middle School | Teacher Language Arts |
| Nicole | Wickett | Thunder Valley | Teacher Social Studies |
| Dustin | Kodger | Trail Ridge Middle School | Teacher Special Education |

It is recommended that the Board of Education not offer employment contracts to the above named persons and that the Superintendent or designee be authorized to so notify them.

DATE: April 23, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of Samsung Chromebooks, Management Licenses

and Carts

RECOMMENDATION

That the Board of Education approve the purchase of Samsung Chromebooks, Management Licenses and Carts in an amount of \$1,009,023.12 from En Pointe Technologies Sales, Inc.

BACKGROUND

Last spring, the Board approved the Instructional Technology Action Committee (ITAC) recommendations for use of the Mil Levy dollars for the purchase of Chromebooks and carts.

The Purchasing Department issued Bid No. 2014-063 on March 31, 2014. Ten (10) responses were received on Monday, April 14, 2014. Award is recommended to the low responsive and responsible bidder, En Pointe Technologies Sales, Inc. This purchase will provide 2,820 Chromebooks with carts for Language Arts teachers to pilot the Language Arts digital text book and will remain with the school as part of the Mill Levy initiative. This purchase will also provide 624 Chromebooks with carts for the Race to the Top Program. These purchases cross both 2014 and 2015 fiscal years.

| En Pointe Troxell Communications, Inc. \$1,009,023.12 \$1,027,024.68 | | SADA Systems, Inc. | NLE Systems, Inc. |
|--|----------------|--------------------|-------------------------------|
| | | \$1,058,019.60 | \$1,058,969.76 |
| Twotrees CDW-G Technologies | | My Office Products | Source Office & Technology |
| \$1,080,480.00 | \$1,091,358.00 | \$1,113,949.56 | \$1,120,912.80 |

| CF Motion, Inc. | Global Gov Ed Solutions, Inc | |
|-----------------|---------------------------------|--|
| \$1,233,348.00 | \$1,137,143.52 | |

DATE: April 23, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of iPad Mini Cases (Griffin Survivor)

RECOMMENDATION

That the Board of Education approve the purchase of iPad Mini Cases in an amount of \$126,405.00 from CDW Government, LLC.

BACKGROUND

Last spring, the Board approved the Instructional Technology Advisory Committee (ITAC) recommendations for use of the Mil Levy dollars for the purchase of iPad Minis. These cases provide military level protection for those devices.

The Purchasing Department issued Bid No. 2014-061 on March 27, 2014. Eleven (11) responses were received on Thursday, April 10, 2014. Award is recommended to the low responsive and responsible bidder CDW Government, LLC. This purchase will provide 4,570 cases for the balance of the ITAC and will remain with the school as part of the Mill Levy initiative. This purchase will also provide 1,050 cases for the Race to the Top Program. These purchases cross both 2014 and 2015 fiscal years.

| CDW Government, LLC | New Tech Solutions, Inc. | CounterTrade Products, Inc. | Enpointe Technology Sales, Inc. |
|-------------------------------------|-----------------------------|--------------------------------|---------------------------------------|
| \$126,405.00 | \$133,034.24 | \$133,202.78 | \$138,876.96 |
| SDF Professional Computers, Inc. | My Office Products | Troxell Communications, Inc. | B&H Photo & Electronic Corp. |
| \$158,708.50 | \$161,854.58 | \$162,922.00 | \$167,978.20 |

| Global Gov/Ed Solutions, Inc. | Howard Technology Solutions | Denver Networks, LLC | |
|----------------------------------|--------------------------------|-------------------------|--|
| \$175,450.14 | \$224,720.00 | \$323,035.00 | |

DATE: April 23, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of Cisco Network Products (VoIP Upgrade)

RECOMMENDATION

That the Board of Education approve the purchase of Cisco Products in an amount of \$398,903.68 from ISC, Inc.

BACKGROUND

Due to the aging and soon-to-be unsupported District phone system, District Technology Services (DTS) is replacing phones with Cisco Voice over Internet Protocol (VoIP). This is a multi-year program to replace all analog phones in the District. The District currently has 19 sites that are on the new system. This purchase will outfit an additional 8 to 9 sites requiring this upgrade. These purchases cross both 2014 and 2015 fiscal years.

The Purchasing Department issued Bid No. 2014-056 on March 31, 2014. Five (5) responses were received on Tuesday, April 14, 2014. Award is recommended to the low responsive and responsible bidder, ISC, Inc.

| ISC, Inc. | Global Technology Resources, Inc. | MSN Communications, Inc. | New Tech Solutions, Inc. | CDW Government, LLC. |
|--------------|---|--------------------------------|-----------------------------|----------------------------|
| \$398,903.68 | \$408,520.50 | \$425,200.84 | \$427,695.75 | \$433,294.72 |