

NOTICE OF REGULAR MEETING AND AGENDA



May 14, 2014

**Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 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:

6:00 pm Auditor Presentation of GASB 68
7:00 pm Regular Business Meeting
9:00 pm Executive Session-Negotiations, Pursuant to CRS
24-6-402(4)(e) and Security Measures CRS 24-6-402(4)(d)

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. BOARD RECOGNITIONS/PRESENTATIONS TO THE BOARD & BOARD COMMUNICATIONS/COMMENTS:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

1. RubinBrown Presentation of GASB Statement No. 68

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the April 9, 2014 Regular Meeting; the April 16, 2014 Executive Session, the April 23, 2014 Televised Study Session, and the April 30, 2014 Board Retreat
4. Approval: Approval of 2014-2015 Administrator Contracts
5. Approval: Substitute Teachers that Taught Over 500 Hours
6. Approval: Approval of Construction Manager/General Contractor (CMGC)-Central Elementary Preschool Playground Expansion Project
7. Approval: Approval of Construction Manager/General Contractor (CMGC)-Longs Peak 5th Grade Playground & Interior Improvements Project
8. Approval: Approval of Construction Manager/General Contractor (CMGC)-2014 Portable Classrooms Site & Utilities Project

8. ACTION ITEMS:

1. Recommendation: Approval of Appointment of Principal for Niwot High School
2. Recommendation: Approval of Appointment of Assistant Principal for Olde Columbine High School

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Joie Siegrist, Treasurer
Bob Smith, Vice President*

3. Recommendation: Approval of Appointment of Principal for Indian Peaks Elementary School
4. Recommendation: Approval of Appointment of Associate Principal for Timberline PK-8
5. Recommendation: Approval of Appointment of Principal for Centennial Elementary School
6. Recommendation: Approval of Appointment of Principal for Erie Elementary School
7. Recommendation: Approval of Aspen Ridge Preparatory Contract
8. Recommendation: Approval of Secondary Language Arts Textbook Adoption
9. Recommendation: Adoption of Fiscal Year 2015 Capital Reserve Budget
10. Recommendation: Approval of Ditch Relocation Agreement
11. Recommendation: Approval of Schedule of Student Fees, Board Policy JQ-E

9. DISCUSSION ITEMS:

1. First Reading, Introduction, Board Policy/Regulation/Exhibit EBCB-Safety Drills and Exercises; EBCB-R – Safety Drills; New Exhibit EBCB-E – Record of Fire Evacuation Drill
2. First Reading, Introduction, Board Policy JLCE – First Aid and Emergency Medical Care
3. Executive Summary on Board Policy Manual Overhaul Project

10. ADJOURNMENT:

Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:

Wednesday, May 28	6:30 pm April Financials 7:00 – 9:00 pm Televised Study Session
Wednesday, June 11	7:00 pm Regular Meeting
Wednesday, June 18	4:00 – 8:00 pm Study Session
Wednesday, June 25	6:30 pm May Financials 7:00 – 9:00 pm Televised Study Session

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Presentation of GASB Statement No. 68

PURPOSE

To provide the Board of Education with information related to implementing GASB Statement No. 68, Accounting and Financial Reporting for Pensions.

BACKGROUND

Cheryl Wallace and Matt Marino from RubinBrown will present information outlining the facts and the impact of Governmental Accounting Standards Board (GASB) Statement No. 68. GASB 68 significantly changes accounting and financial reporting for governments participating in defined benefit pension plans, such as PERA.

Terminations Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL								
6/13/2014	Ackerman, Kimberly	Instructional Tech. Coordinator/CBESC						X	1 Year
4/18/2014	Broderick, Sabrina	Human Resources Specialist/Human Resources					X		
6/30/2014	Daly, Dennis	Principal / Niwot HS						X	18 Years
6/13/2014	Francisco, Paul	Assistant Principal / CDC					X		
4/14/2014	Graziani, Mary	Instructional Tech. Coordinator/CBESC	X						
6/30/2014	Liddle, Keith	Principal / Centennial ES						X	9 Years
6/30/2014	Sauer, Ellen	Principal / Erie ES					X		
	LICENSED								
5/23/2014	Ardueser, Kathleen	Family Cons. Science Teacher/CDC						X	*8 Years
5/23/2014	Armagost, Robert	Computer Tech/Math Teacher / Mead HS					X		
5/23/2014	Ballinger, Nathaniel	Special Ed Teacher / Thunder Valley K-8					X		
5/23/2014	Belvin, Hubert	Computer Tech Teacher / Altona MS						X	7 years
5/23/2014	Bielenberg, Jennifer	First Grade Teacher / Longmont Estates ES					X		
8/13/2014	Boyd, Jeffrey	Art Teacher/Fall River ES				X			
5/23/2014	Braach, Darlene	Grade 3 Teacher/Central ES						X	26 Years
3/22/2014	Brennan, Shannon	Third Grade Teacher/Red Hawk ES	X						
8/13/2014	Brett, Keith	Fourth Teacher/Indian Peaks ES				X			
5/23/2014	Brinks, Courtney	Kindergarten Teacher / Red Hawk ES					X		
4/7/2014	Bussard, Breanne	Fourth Grade Teacher/Longmont Estates ES	X						
5/23/2014	Canby, Karen	Lang Arts & Social Studies Teacher/Mead MS						X	30 Years
5/23/2014	Casias, Sandra	Math Teacher/Timberline K-8						X	29 years
5/12/2014	Chesler, April	Science Teacher/Frederick HS			X				
5/23/2014	Chop, Carol	Occupational Therapist/Student Services						X	24 Years
5/23/2014	Demmel, Sarah	Media Consultant/Social Studies Teacher / Niwot HS					X		
3/11/2014	Diem, Patrice	Bilingual Teacher/Timberline K-8	X						
4/7/2014	Everett, Sherri	Third Grade Teacher/Centennial ES	X						
5/23/2014	Frasure, Joyce	Language Arts, Social Studies/Mead MS					X		
3/19/2014	Galindo, Evelyn	SPED Para/Timberline K-8	X						
4/7/2014	Hansen, Hillari	Kindergarten Teacher/Eagle Crest ES	X						
5/23/2014	Harper, Olivia	Social Studies Teacher/Skyline HS						X	20 years
3/5/2014	Harrington, Katy	Third Grade Teacher/Sanborn ES	X						
4/12/2014	Hicks, Abby	PE Teacher/Mead HS	X						
4/16/2014	Hicks, Matthew	Math Teacher/Erie HS	X						
4/16/2014	Hopp, Sara	Science Teacher/Sunset MS	X						
5/23/2014	Hunget, Rebecca	Music Teacher / Sanborn ES						X	*21 Years
5/23/2014	Jablonski, Jocelyn	Fifth Grade Teacher/Fall River ES					X		
5/23/2014	Janson, Lorraine	Special Ed Teacher / Skyline HS						X	7 Years

*Will work a 110 Day Contract for 2014-15

May 14, 2014

7.1

Terminations Leaves of Absence

2/18/2014	Johnson, Clayton	Fifth Grade Teacher/Centennial ES	X						
5/23/2014	Keiswetter, Adam	Health&PE Teacher /Longmont HS					X		
5/23/2014	Latchaw, Robert	Vocal Music Teacher/Mead MS						X	30 Years
3/10/2014	Leonhardt, Mindy	Title One Teacher/Indian Peaks ES	X						
5/23/2014	Loh, Andrea	Math Teacher/Skyline HS					X		
3/10/2014	Luchies, Cara	English Lang Arts Teacher/Skyline HS	X						
4/7/2014	Malone, Katie	Counselor/Longs Peak MS	X						
4/7/2014	Maronek, Cara	Special Ed Teacher/Thunder Valley K-8	X						
3/24/2014	Marsh, Leslie Jo	Occupational Therapist/Student Services		X					
5/23/2014	Martyr, Richard	Science Teacher / Longmont HS						X	13 Years
3/9/2014	May, Therese	Third Grade Teacher/Legacy ES	X						
4/17/2014	McCaffrey, Mary	First Grade Teacher/Legacy ES	X						
5/23/2014	McCotter, Blair	Third Grade Teacher / Black Rock ES					X		
5/23/2014	Millikan, Judy	Music Teacher/Timberline K-8						X	21 years
2/21/2014	Montoya, Lydia	Foreign Language Teacher/Frederick HS	X						
3/14/2014	Nelsestuen, Sarah	Fourth Grade Teacher/Eagle Crest ES	X						
5/23/2014	Noble, Leslie	Business Teacher/Longmont HS						X	15 Years
5/23/2014	Oliver, Nathan	Math Teacher/Frederick HS					X		
5/23/2014	Olschlager, Jenna	Music Teacher / Niwot ES					X		
5/23/2014	Oplinger, Susan	Math Teacher/Coal Ridge MS						X	20 Years
5/23/2014	Owens, John	Literacy Teacher / Trail Ridge MS						X	14 years
4/9/2014	Parker, Denise	Permanent Sub Teacher/Human Resources			X				
5/23/2014	Pewthers, Linda	Kindergarten Teacher / Mountain View ES						X	18 Years
5/23/2014	Pruett, Kimberly	Family Cons. Science Teacher/Frederick HS						X	* 22 Years
5/23/2014	Roe, Nancy	Fourth Grade Teacher/Lyons ES						X	14 Years
5/23/2014	Roseth, Nicholas	Instrumental Music Teacher / Erie MS					X		
5/23/2014	Rothenberg, Rebecca	Speech Language Pathologist / Student Services					X		
5/23/2014	Samuelson, China	Preschool/ECSE Teacher / Burlington ES					X		
2/14/2014	Sargent, Amanda	Kindergarten Teacher/Centennial ES		X					
8/13/2014	Sargent, Amanda	Kindergarten Teacher/Centennial ES				X			
4/8/2014	Savona, Shannon	Second Grade Teacher/Black Rock ES	X						
5/23/2014	Shepard, Debra	Special Education and Liceracy Teacher/Skyline HS						X	28 years
5/23/2014	Smith, Deborah	Building Team Leader/Student Services						X	24 Years
5/23/2014	Sorensen, Donna	Business Teacher/Longmont HS						X	5.5 Years
5/23/2014	Strachan, Christine	Special Ed Teacher / Longs Peak MS						X	17 years
6/27/2014	Stutte, Nicole	Social Worker / Student Services					X		
5/23/2014	Summers, Cynthia	Fifth Grade Teacher / Niwot ES						X	8 Years
5/23/2014	Tauscher, Sara	Special Ed Teacher / Westview MS					X		
8/13/2014	Temaat, Pamela	First Grade Teacher/Niwot ES				X			
3/8/2014	Thomas, Judith	Counselor/Silver Creek HS		X					
4/7/2014	Vaughan, Susan	Counselor/Mead MS	X						

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May 14, 2014

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Terminations Leaves of Absence

5/23/2014	Wheeler, Mindy	Second Grade Teacher / Fall River ES					X		
2/26/2014	Woelfle, Carrie	RTI Coordinator/Lyons Elementary		X					
	CLASSIFIED								
5/23/2014	Alexander, Kathleen	Paraeducator, Non-Instructional / Longmont Estates					X		
3/28/2014	Arloski, Sara	Paraeducator, Instructional / Fall River ES					X		
5/23/2014	Bain, Andrea	Paraeducator, SE / Thunder Valley K-8							Position Eliminated
5/23/2014	Bossart, Karen	Paraeducator, SE / Frederick HS							Position Eliminated
4/15/2014	Bossert, Rebecca	Behavior Coach /Lincoln School					X		
5/23/2014	Boyer, Heather	Paraeducator, SE/Coal Ridge MS							Position Eliminated
5/23/2014	Brown, Amberly	Paraeducator, SE / Longmont Estates ES							Position Eliminated
3/28/2014	Burke, Shoshanna	Paraeducator, Preschool/Spark					X		
5/23/2014	Carlander, Kelly	Paraeducator, Instructional / Fall River ES					X		
6/9/2014	Carlson, Lisa	Clerk, Media / Erie HS						X	25 Years
5/23/2014	Christian, Zachary	Paraeducator, SE/Coal Ridge MS							Position Eliminated
3/27/2014	Cooley, Carla	Lab Technician/Timberline K-8	X						
5/23/2014	Corson, Linda	Paraeducator, SE / Altona MS						X	4 Years
5/23/2014	Crisman, Geraldine	Paraeducator, SE / Rocky Mtn. ES							Position Eliminated
4/30/2014	Curfman, George	175 Day Custodian/Trail Ridge MS						X	6 Years
5/23/2014	Day, Rebecca	Paraeducator, SE / Blue Mountain ES							Position Eliminated
3/3/2014	DeLanoit, Teresa	Health Clerk/Student Services		X					
3/3/2014	Fjeld, Paul	Head Custodian/Custodial	X						
5/23/2014	Folsom Faulkner, Julie	Paraeducator, Instructional / Mountain View ES							Position Eliminated
5/23/2014	Frenzel, Rhonda	Paraeducator, SE / Frederick HS							Position Eliminated
3/18/2014	Galindo, Evelyn	Paraeducator, SE/Timberline K-8	X						
5/23/2014	Galyardt, Amirina	Paraeducator, SE / Thunder Valley K-8							Position Eliminated
5/23/2014	Garcia, Nichole	Paraeducator, SE / Frederick HS							Position Eliminated
5/23/2014	Gerondale, Julie	Paraeducator, SE / Alpine ES							Position Eliminated
5/2/2014	Glassner, Robert	Head Custodian/Central ES						X	10.5 Years
5/23/2014	Good, Beverly	Paraeducator, SE / Niwot HS							Position Eliminated
5/23/2014	Heiman, Annette	Paraeducator, SE / Longmont Estates ES							Position Eliminated
5/23/2014	Hostelley, Karen	Paraeducator, Non-Instructional / Niwot ES							Position Eliminated
5/23/2014	Johnson, Robin	Paraeducator, SE / Fall River ES							Position Eliminated
5/23/2014	Koh, EeWah	Paraeducator, SE / Mead ES							Position Eliminated
5/23/2014	Lange, Erin	Paraeducator, ECSE/Blue Mountain ES							Position Eliminated
5/23/2014	Lempka-Sandersen, Deborah	Paraeducator, SE / Sunset MS					X		
5/23/2014	Loper, Debra	Paraeducator, SE / Longmont Estates ES							Position Eliminated
4/16/2014	Lovato, Paula	Bus Assistant, SE/Transportation					X		
5/23/2014	Main, Carling	Paraeducator, SE / Mead HS							Position Eliminated
5/23/2014	Marquez, Marcia	Paraeducator, Instructional / Central ES					X		
5/23/2014	Masters, Sarah	Paraeducator, SE / Mead ES							Position Eliminated

*Will work a 110 Day Contract for 2014-15

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Terminations Leaves of Absence

[illegible]

*Will work a 110 Day Contract for 2014-15

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[illegible]

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board of Education Meeting Minutes

RECOMMENDATION

That the Board of Education approve the minutes from the April Regular and Special Meetings.

BACKGROUND

The Board will be asked to approve the minutes of the April 9, 2014 Regular Meeting; the April 16, 2014 Executive Session; the April 23, 2014 Televised Study Session; and the April 30, 2014 Board Retreat.

MEMORANDUM

DATE: May 14, 2014
 TO: Board of Education
 FROM: Dr. Don Haddad, Superintendent of Schools
 SUBJECT: Approval of Administrative Employment Contracts

RECOMMENDATION

That the Board of Education approve employment contracts for the 2014-15 school year for each of the following administrators:

Shelly Allen	Jennifer Guthals	Ella Padilla
Stephanie Anderson	Amanda Hall	Lynea Pearson
Lorynda Archibeque-Sampson	Richard Harris	Dina Perfetti-Deany
Cynthia Arendt	James Hecocks	Nancy Pitz
Ryan Ball	Rachel Heide	Elizabeth Porter
Joshua Barnett	Laurieann Henderson	John Poynton
Tanya Beckwith	Stephen Hoel	Patricia Quinones
Robert Berry	Janis Hughes	Ann Reed
Timothy Bishop	Douglas Jackson	Regina Renaldi
Todd Bissell	Kris Keith	Jean Rice
Shela Blankinship	Douglas Kudrna	Heidi Ringer
Karolyn Borski	Jeremy Lacrosse	Lynsey Robinson
Gordon Boschman	Brian Lamer	Jennifer Ryan
Erica Bowman	Diane Lauer	Kyle Schuyler
Samuel Brown	Dawn Macy	Troy Snyder
Matthew Buchler	Andrea McBreen	Mark Spencer
Darrin Buck	Joseph McBreen	Gregory Stephens
Susan Burnett	Randall McKie	Connie Syferd
David Burnison	Jeffrey McMurry	Victoria Teague
James Butterfield	Kirsten McNeill	Scott Toillion
Kahle Charles	Joseph Mehsling	Martin Tonjes
Margo Chavez	Mark Mills	Peter Vargas
Edward Cloke	Mary Miner	Kristie Venrick
Tammy Coleman	Andrew Moore	John Wahler
Renee Collier	Karen Musick	Amy Weed
Deniece Cook	Karen Norris	Heidi Weekley
Sean Corey	Elizabeth Nybo	Cyrus Weinberger
Gregory Fieth	Cathy O'Donnell	Anthony Whiteley
Erick Finnestead	Evan Oldroyd	Jacalyn Whittington
Jeffrey Fredman	Patrick Olsen	Richard Wildenhaus
Deanna Frothingham	Sara Olson	Gregory Winger
Paige Gordon	Eric Ottem	Brian Young
Michael Green		

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Substitute teachers who have taught or may teach more than 500 hours this school year

RECOMMENDATION

That the Board of Education approve of not offering contracts to the substitute teachers presented below who have taught or may teach more than 500 hours this school year and that the Assistant Superintendent for Human Resources be authorized to so notify them.

JOESPH ACKERMAN
TAMELA ADAMS
TANYA ALLEN-GAINES
JULIE ALTENBORG
STACEY APPLEN
SUZANNE ASHLEY
PATRICIA AUERNHAMER
NICHOLAS AVALOS
KRIS BARNETT
JANICE BARON-FISHEL
TRACY BLEDSOE
SUSANNE BLOOMFIELD
SHELLY BOEDEKER
HENRY "JERRY" BORGER
IDA BOWMAN
CARROLL BRIGHAM
LINDA BROWN
PAMELA BROWN
REGAN BURKE
TAMI BUSTAMANTE
BETTY BUTLER
SUSAN CARLSON
SARAH CHOOMCHAIYO
FRANK CIFRESE
LOUISE CLEMMER
KATHRYN CLINCH
JUDITH COX
RHONDA CROSMAN
KOLBY CRUISE
DEANNA DELAMARTER
LINDA DEVEREUX
JAMES DIPILATO
NAN DOUTHIT
PATRICIA DUNLAP
TINA EDEN
SHERRI FISCHER
RICHARD FORTIN
CAMILLE FRANCE
CALLIE GEISSLER
KEVIN GILLIAM
THOMAS GRANDIN

LYNN GREENHALGE
OLGA GROMILINA
BRENDA GUZMAN
SARA HAILEY
THERESA HARTMANN
ELIZABETH HOELZER
SANTOS JIMENEZ
CARLYNE JOHNSON
RICHARD JONES
SHANNON KAKASENKO
AMERICUS KALMAR
KARI KAUFMAN
WILLIAM KAUFMAN
SHELLAINE KEESLAR
ROBERT LAWRENCE
BRANDY LEHDE
ROSE LYNCH
DAVID MARTINEZ
ANTONIO MARTINEZ
LOPEZ
KIM LOI MCCARTHY
PATTI MCCARTNEY
TINA MCCLURE
MARY MCCONNELL
JULIANNE MCKELL
JOHN MCMILLEN
BARBARA MERRELL
JOHN MIERAS
MARK MILLER
CLAY MITCHELL
PAM MOLESWORTH
ROY MOLESWORTH
SARA NORWALK
LINDA OTTENSMA
DENISE PARKER
JILL PARKER
MELISSA PARKER
GINA PATTERSON
BILL PEDRICK
SARAH RAUKER
SANDRA REINKING

CARL RIBBING
SARAH RIDGLEY
MEGAN ROBERTS
SUZANNE ROBISON
TRACY RODGERS
ELLEN ROPER
CHARLOTTE ROSSMANN
DEBORAH RUCKER
BRENDA SARGENT
RICHARD SCHAFFER
HOLLY SCHINDLER
RICHARD SCHINELLER
SAUNDRA SHAEFFER
BARBARA SHEA
COLLEEN SIEDEM
LISA STECINA
MARY STRUTHERS
GEORGINE THOMAS
BRANDIN TORBECK
KAREN TRIMBERGER
SUZANNE TURNER
KEITH TYNER
JESSICA VANCE
CATHERINE VIOLETTE
GRETCHEN VORHAUS
DARREN WAGNER
KERRY WAGNER
SASHA WALLACE
CAROLE WALMSLEY
PAMELA WANNINGER
TIMOTHY WATT
ROY (RONALD) WEBER
LYNA WEINFURTNER
TRAVIS WHITCOMB
LISA WHITEHEAD
LISA WILLIAMS
KRISTEN YADEN
Total =118

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Construction Manager/General Contractor (CMGC)
for Central Elementary Preschool Playground Expansion Project

RECOMMENDATION

That the Board of Education authorize the administration to enter into contract negotiations with Golden Triangle Construction, Inc., for Construction Manager/General Contractor (CMGC) services for the Central Elementary Preschool Playground Expansion Project for a contract amount not-to-exceed \$250,000 which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

Golden Triangle Construction, Inc., was approved, December 11, 2013, as the Construction Manager/General Contractor for the Central Elementary School 2008 Bond Renovation project. The new expanded preschool playground will be coordinated and constructed in conjunction with the building renovation work.

Funding is available in the 2012 mill levy override funds.

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Construction Manager/General Contractor (CMGC) for Longs Peak 5th Grade Playground & Interior Improvements Project

RECOMMENDATION

That the Board of Education authorize the administration to enter into contract negotiations with FCI Constructors, Inc., for Construction Manager/General Contractor (CMGC) services for the Longs Peak 5th Grade Playground & Interior Improvements Project for a contract amount not-to-exceed \$200,000 which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

FCI Constructors, Inc., was selected, as the Construction Manager/General Contractor for the Longs Peak Middle School playground work.

With the addition of 5th graders at Longs Peak Middle School, the expanded playground will provide an area for the 5th graders to play. The interior work will provide visual separation within the school.

Funding is available in the Capital Reserve budget.

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Construction Manager/General Contractor (CMGC)
for 2014 Portable Classrooms Site & Utilities Project

RECOMMENDATION

That the Board of Education authorize the administration to enter into contract negotiations with FCI Constructors, Inc., for Construction Manager/General Contractor (CMGC) services for the 2014 Portable Classrooms Site & Utilities Project for a contract amount not-to-exceed \$235,620 which includes a 10% contingency. Further, that the Board authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

The scope of the Site & Utilities Project contract with FCI Constructors provides for earth work and utilities connections required for three new modular buildings and the relocation of four existing modular buildings scheduled for summer 2014.

Funding is available in the Capital Reserve budget.

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Appointment of Principal for Niwot High School

RECOMMENDATION

That the Board of Education approve the appointment of Mr. Eric Rauschkolb for Principal of Niwot High School, effective July 1, 2014.

BACKGROUND

Mr. Rauschkolb received his Bachelor of Arts in Spanish from Wheaton College. He then went on to receive his Masters of Educational Leadership from the University of Dayton. Mr. Rauschkolb then attended Kent State to complete coursework for his superintendent licensure. Mr. Rauschkolb has nine years of experience as a high school administrator. For the last four years, he has served as Principal of Streetsboro High School in Streetsboro, Ohio. Prior to this, he spent five years as the Assistant Principal of Cuyahoga Falls High School. Before becoming an administrator, he was a high school Spanish teacher for seven years.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Appointment of Assistant Principal for Olde Columbine High School

RECOMMENDATION

That the Board of Education approve the appointment of Mr. Allen Golden for Assistant Principal to Olde Columbine High School, effective July 1, 2014.

BACKGROUND

Allen Golden received his Bachelor's degree in History with a Business minor from Adams State College. His Master's degree, in Secondary Education with a focus in Social Studies, was earned from Adams State College. Currently, he is working on his Doctorate in Curriculum and Instruction at the University of Denver and hopes to complete it in 2017. His teaching career has spanned from grades 7th through 12th where he taught both Social Studies and Math. Currently, he is the high school counselor and Director of the Alternative School at Cedaredge High School in Cedaredge, Colorado. Recently, Mr. Allen was the co-author of the Legacy Grant. The three-year grant is designed to bring greater AP course offerings into the school partnership with Paonia Jr/Sr School. The grant begins Spring 2014.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Appointment of Principal for Indian Peaks Elementary

RECOMMENDATION

That the Board of Education approve the appointment of Mrs. Kathi Jo Walder for Principal of Indian Peaks Elementary School, effective July 1, 2014.

BACKGROUND

Kathi Jo Walder received her Bachelor's degree in Elementary Education from the University of Wyoming. Her Master's degree in Educational Leadership was earned from the University of Northern Colorado. Her teaching career has spanned from kindergarten through sixth grade in Wyoming, Montana, Hawaii and in the St. Vrain Valley Schools. She also served as Assistant Principal for six years in Hawaii.

Following her teaching career, she worked in the Office of Professional Development helping to support new teachers and leading professional development throughout our District. Most recently, Kathi Jo served as Associate Principal at Timberline PK-8. She was an integral part in combining three St. Vrain schools into the newly created Timberline PK-8. Prior to her work at Timberline she served as Principal at Spangler and Loma Linda.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Appointment of Associate Principal for Timberline PK-8

RECOMMENDATION

That the Board of Education approve the appointment of Mr. Brendon Schwartz as Associate Principal for Timberline PK-8, effective July 1, 2014.

BACKGROUND

For four years, Mr. Schwartz taught Math and Science in the coffee region of Colombia, South America. After his time in Colombia, he returned to the United States to pursue his administrative license at the University of Minnesota. He has served at a variety of schools, in various roles including 6th grade teacher, K-5 science specialist, dean of students, and assistant principal. In 2012, he became the principal at Willow Lane Elementary in White Bear Lake, Minnesota, and has been there for the past two years. Mr. Schwartz attended the University of Minnesota where he earned his Bachelor's in Elementary Education and his Master's in Education.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Appointment of Principal for Centennial Elementary School

RECOMMENDATION

That the Board of Education approve the appointment of Mrs. Shirley Jirik for Principal of Centennial Elementary School, effective July 1, 2014.

BACKGROUND

Mrs. Jirik attended the University of Northern Colorado where she earned her Bachelor's in Psychology with a minor in Early Childhood Development. She then went on to receive her Master's in Special Education and her Doctorate in K-12 Educational Leadership with an emphasis in Response to Intervention.

For the past two years, Mrs. Jirik has been the Coordinator for Response to Intervention for St. Vrain. Prior to her years in St. Vrain, she served eight years in Windsor School District as the RTI Coordinator and Special Education Teacher.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Appointment of Principal for Erie Elementary School

RECOMMENDATION

That the Board of Education approve the appointment of Ms. Lauren Eker as Principal of Erie Elementary School, effective July 1, 2014.

BACKGROUND

Lauren Eker received her Bachelor's degree in Elementary Education from University of Wyoming. She then went on to receive her Master's degree in Educational Leadership from Colorado State University. She has taught elementary grades 2, 3, and 4 for 13 years. From 2009 – 2013, Ms. Eker was the Assessment Coordinator for St. Vrain. Lauren was instrumental in the development and implementation of a comprehensive district formative assessment program. She has provided support to teachers and schools in data analysis, formative assessment implementation, and Tier 1 instruction and intervention. Currently, she serves as the Assistant Principal at Black Rock Elementary.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Aspen Ridge Preparatory Charter School Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2014-2016 contract with Aspen Ridge Preparatory School.

BACKGROUND

On June 26, 2013, charter school 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. This contract was discussed with the Board at the April 23, 2014 Televised Study Session. The only changes from the April 23, 2014 version are noted on the redline version attached. These changes are to clarify that the Aspen Ridge Preschool is a private preschool and not subject to oversight by the District.

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

TABLE OF CONTENTS

<u>Section</u>	<u>Caption</u>	<u>Page</u>
	RECITALS	1
1.	DEFINITIONS	1
2.	ESTABLISHMENT OF SCHOOL	
2.1	Term	3
2.2	Charter school legal Status.....	3
3.	DISTRICT-SCHOOL RELATIONSHIP	
3.1	District responsibilities and rights.....	4
3.2	School responsibilities and rights.....	5
3.3	Procedures for contract amendment.....	9
3.4	District-School dispute resolution procedures.....	9
3.5	Other remedies	10
3.6	District violations of charter school law or contract	11
4.	SCHOOL GOVERNANCE	
4.1	Governance	12
4.2	Corporate purpose.....	12
4.3	Transparency.....	12
4.4	Complaints.....	12
4.5	Contracting for core educational services.....	12
5.	OPERATION OF SCHOOL AND WAIVERS	
5.1	Operational powers.....	13
5.2	Transportation	13
5.3	Food services	13
5.4	Insurance.....	13
5.5	Waivers.....	14
6.	SCHOOL ENROLLMENT AND DEMOGRAPHICS	
6.1	School grade levels	16
6.2	Student demographics.....	16
6.3	Eligibility for enrollment.....	16
6.4	Enrollment preferences.....	16
6.5	Admission procedures	16
6.6	Participation in other District programs	17
6.7	Non-resident admissions	17
6.8	Student movement after October 1	18

6.9	Expulsion and denial of admission.....	18
6.10	Continuing enrollment.....	18
7.	EDUCATIONAL PROGRAM	
7.1	Vision and mission.....	19
7.2	Unified Improvement Plan	19
7.3	District Accreditation Indicators	19
7.4	Educational program characteristics.....	19
7.5	Online program	19
7.6	Curriculum, instructional program and pupil performance standards	19
7.7	English language learners	19
7.8	Education of students with disabilities	20
8.	FINANCIAL MATTERS	
8.1	Revenues	22
8.2	Disbursement of per pupil revenue	23
8.3	Adjustments to funding	23
8.4	Budget	24
8.5	Enrollment projections	24
8.6	TABOR reserve	24
8.7	Non-appropriation of funds	24
8.8	Contracting	25
8.9	Annual audit.....	25
8.10	Quarterly reporting.....	25
8.11	Non-commingling.....	25
8.12	Encumbrances and borrowing	25
8.13	Accounting system.....	25
8.14	Building corporation.....	26
9.	PERSONNEL	
9.1	Employee status	27
9.2	District teachers.....	27
10.	SERVICE CONTRACTS WITH DISTRICTS	
10.1	Direct costs.....	28
10.2	District services.....	28
10.3	Special education services	28
10.4	Student information data processing system	28
10.5	Personnel services	28
10.6	Additional services.....	28
11.	FACILITIES	
11.1	Location	30
11.2	Use of District facilities.....	30
11.3	Impracticability of use	30
11.4	Long-range facility needs.....	30

12.	CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE	
12.1	Renewal.....	31
12.2	Termination and appeal.....	31
12.3	School-initiated closure.....	31
12.4	Dissolution	31
12.5	Return of property.....	32
13.	GENERAL PROVISIONS	
13.1	Order of precedence.....	33
13.2	Amendments	33
13.3	Merger	33
13.4	Non-assignment.....	33
13.5	Governing law and enforceability.....	33
13.6	No third-party beneficiary.....	33
13.7	No waiver.....	33
13.8	Notice	33
13.9	Severability	34
Exhibit A	WAIVERS	36
Exhibit B	RECRUITMENT AND ENROLLMENT PLAN	43
Exhibit C	ENROLLMENT PROCEDURES	46
Exhibit D	UNIFIED IMPROVEMENT PLAN	47
Exhibit E	DISTRICT ACCREDITATION INDICATORS.....	68
Exhibit F	EDUCATIONAL PROGRAM CHARACTERISTICS.....	69
Exhibit G	PLAN FOR ENGLISH LANGUAGE LEARNERS.....	70
Exhibit H	ADDITIONAL SERVICES AGREEMENT	72
Exhibit I	2012 MLO MEMORANDUM OF UNDERSTANDING	74

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

This Contract is made and entered on May 14, 2014 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 May 14, 2014. .

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, 2014 for a two year period terminating on June 30, 2016. 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

3.1.2 Complaints. 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.

3.1.3 School health or safety issues. 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.

3.1.4 Feedback about progress. 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 or indictment 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.

3.2.4 Compliance. 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.

3.2.5 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:
 - i. 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.

3.2.6 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 Arbitrator 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. Waiver. 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. Costs shared. 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.

1. 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. Escalating Notifications. 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. Special Remedies for Non-Compliance with Financial Matters. 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:
 - a. 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 year-end 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.

5.3 Food services. 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. Automatic waivers. 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. Compliance assurance. 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 a private preschool which will not have District oversight.

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.

6.4 Enrollment preferences, selection method, timeline, and procedures. 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:

1. 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

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.

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission 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.

6.7 Non-resident admissions. 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.

6.8 Student movement after October 1. 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.

6.10 Continuing enrollment. 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).

7.2 Unified Improvement Plan. 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.

1. 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. District per pupil revenue funding. 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 III, 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. 2008 Mill Levy Override. 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. 2012 Mill Levy Override. 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**).

- 5. 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(l)(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.

8.13 Accounting system. 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

9.1 Employee status. 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 private 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. Timeline and process. 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. Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.
- c. Criteria for renewal or non-renewal. 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 non-consumable 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 private 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 May 14, 2014.

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 Statutes and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 2014 through June 30, 2016.

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)(I)	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, 2014 and through June 30, 2016.

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 Term 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
<i>ARPS will implement outreach activities specifically targeting the FRL population</i>	<ul style="list-style-type: none">• 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
<i>ARPS will implement outreach activities specifically targeting the</i>	<ul style="list-style-type: none">• Establish and maintain relationship with organizations such as the local YMCA, Erie Community Center, Erie Chamber of Commerce		

<i>racial and ethnic minority student population</i>			
Accessibility: <ol style="list-style-type: none"> 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
<i>ARPS will support parents in finding viable methods for getting students to and from school.</i>	<ul style="list-style-type: none"> • 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
<i>ARPS will support parents' access to the school by reducing the</i>	<ul style="list-style-type: none"> • 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

<i>language barriers that prevent understanding of enrollment and attendance information.</i>	<p>speaker/translator when necessary.</p> <ul style="list-style-type: none"> • 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. 		
<i>ARPS will support families in covering direct and indirect costs of enrolling their children in our school.</i>	<ul style="list-style-type: none"> • 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.

Selection method. 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 D

UNIFIED IMPROVEMENT PLAN

Colorado's Unified Improvement Plan for Schools for 2013-14

Organization Code: 0470 District Name: ST VRAIN VALLEY RE 1J School Code: 0071 School Name: ASPEN RIDGE PREPATORY SCHOOL SPF Year: 3 Year

Section I: Summary Information about the School

Directions: This section summarizes your school's performance on the federal and state accountability measures in 2012-13. In the table below, CDE has pre-populated the school's data in blue text. This data shows the school's performance in meeting minimum federal and state accountability expectations. Most of the data are pulled from the official School Performance Framework (SPF). This summary should accompany your Improvement plan.

Student Performance Measures for State and Federal Accountability

Performance Indicators	Measures/ Metrics	2012-13 Federal and State Expectations			2012-13 School Results			Meets Expectations?	
Academic Achievement (Status)	TCAP/CSAP, CoAlt/CSAPA, Lectura, Escritura Description: % Proficient and Advanced (%P+A) In reading, writing, math and science Expectation: %P+A is above the 50 th percentile (from 2009-10 baseline) by using 1-year or 3-years of data	R	72.05%	-	-	89.76%	-	-	Overall Rating for Academic Achievement: Meets * Consult your School Performance Framework for the ratings for each content area at each level.
		M	70.11%	-	-	82.81%	-	-	
		W	54.84%	-	-	73.44%	-	-	
		S	45.36%	-	-	62.07%	-	-	
Academic Growth	Median Growth Percentile Description: Growth In TCAP/CSAP for reading, writing and math and growth on ACCESS/CELApro for English language proficiency. Expectation: If school met adequate growth, MGP is at or above 45. If school did not meet adequate growth, MGP is at or above 55. For English language proficiency growth, there is no adequate growth for 2012-13. The expectation is an MGP at or above 50.		Median Adequate Growth Percentile (AGP)			Median Growth Percentile (MGP)			Overall Rating for Academic Growth: Exceeds * Consult your School Performance Framework for the ratings for each content area at each level.
			Elem	MS	HS	Elem	MS	HS	
		R	24	-	-	71	-	-	
		M	48	-	-	61	-	-	
		W	37	-	-	67	-	-	
		ELP	-	-	-	-	-	-	

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Student Performance Measures for State and Federal Accountability (cont.)

Performance Indicators	Measures/ Metrics	2012-13 Federal and State Expectations	2012-13 School Results	Meets Expectations?	
Academic Growth Gaps	Median Growth Percentile Description: Growth for reading, writing and math by disaggregated groups. Expectation: If disaggregated groups met adequate growth, MGP is at or above 45. If disaggregated groups did not meet adequate growth, MGP is at or above 55.	See your School Performance Framework for listing of median adequate growth expectations for your school's disaggregated groups, including free/reduced lunch eligible, minority students, students with disabilities, English Language Learners (ELLs) and students below proficient.	See your School Performance Framework for listing of median growth by each disaggregated group.	Overall Rating for Growth Gaps: Exceeds * Consult your School Performance Framework for the ratings for each student disaggregated group at each content area at each level.	
Postsecondary & Workforce Readiness	Graduation Rate Expectation: At 80% or above on the best of 4-year, 5-year, 6-year or 7-year graduation rate.	At 80% or above	Best of 4-year through 7- year Grad Rate - using a - year grad rate	-	Overall Rating for Postsecondary & Workforce Readiness: -
	Disaggregated Graduation Rate Expectation: At 80% or above on the disaggregated group's best of 4-year, 5-year, 6-year or 7-year graduation rate.	At 80% or above for each disaggregated group	See your School Performance Framework for listing of 4-year, 5-year, 6-year and 7-year graduation rates for disaggregated groups, including free/reduced lunch eligible, minority students, students with disabilities, and ELLs.	-	
	Dropout Rate Expectation: At or below state average overall.	-	-	-	
	Mean Colorado ACT Composite Score Expectation: At or above state average.	-	-	-	

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2013	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2014	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2014	The UIP is due to CDE for public posting on April 15, 2014 through Tracker. Some program level reviews will occur at this same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uiip/UIP_TrainingAndSupport_Resources.asp .

Program	Identification Process	Identification for School	Directions for Completing Improvement Plan
State Accountability			
Plan Type Assignment	Plan type is assigned based on the school's overall School Performance Framework score for the official year (achievement, growth, growth gaps, postsecondary and workforce readiness).	Performance	The school meets or exceeds state expectations for attainment on the SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2014 to be posted on SchoolView.org.
ESEA and Grant Accountability			
Title I Focus School	Title I school with a (1) low graduation rate (regardless of plan type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low-achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	Not identified as a Title I Focus School	This school is not identified as a Focus School and does not need to meet those additional requirements.
Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG grant	This school does not receive a TIG grant and does not need to meet those additional requirements.
Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Section II: Improvement Plan Information

Additional Information about the School

Comprehensive Review and Selected Grant History		
Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	No
School Support Team or Expedited Review	Has (or will) the school participated in an SST or Expedited Review? If so, when?	No
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name of the provider/tool used.	No

Improvement Plan Information

The school is submitting this improvement plan to satisfy requirements for (check all that apply):

- ☒ State Accreditation
 ☐ Title I Focus School
 ☐ Tiered Intervention Grant (TIG)
 ☐ Colorado Graduation Pathways Program (CGP)
 ☐ Other: _____

School Contact Information (Additional contacts may be added, if needed)

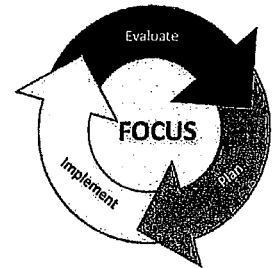
1	Name and Title	Pamela Richau, Principal
	Email	prichau@aspenridgeprepschool.org
	Phone	720-242-6225
	Mailing Address	705 Austin Avenue, Erie, CO 80516
2	Name and Title	Christopher Lee, Assistant Principal
	Email	clee@aspenridgeprepschool.org
	Phone	720-242-6225
	Mailing Address	clee@aspenridgeprepschool.org

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Section III: Narrative on Data Analysis and Root Cause Identification

This section corresponds with the "Evaluate" portion of the continuous improvement cycle. The main outcome is to construct a narrative that describes the process and results of the analysis of the data for your school. The analysis should justify the performance targets and actions proposed in Section IV. Two worksheets have been provided to help organize your data analysis for your narrative. This analysis section includes: identifying where the school did not at least meet minimum state and federal accountability expectations; describing progress toward targets for the prior school year; describing what performance data were used in the analysis of trends; identifying trends and priority performance challenges (negative trends); describing how performance challenges were prioritized; identifying the root causes of performance challenges; describing how the root causes were identified and verified and what data were used; and describing stakeholder involvement in the analysis. Additional guidance on how to engage in the data analysis process is provided in the Unified Improvement Planning Handbook.



Data Narrative for School

Directions: In the narrative, describe the process and results of the data analysis for the school, including (1) a description of the school and the process for data analysis, (2) a review of current performance, (3) trend analysis, (4) priority performance challenges and (5) root cause analysis. A description of the expected narrative sections are included below. The narrative should not take more than five pages. Two worksheets (#1 *Progress Monitoring of Prior Year's Performance Targets* and #2 *Data Analysis*) have been provided to organize the data referenced in the narrative.

Data Narrative for School

Description of School Setting and Process for Data Analysis: Provide a very brief description of the school to set the context for readers (e.g., demographics). Include the general process for developing the UIP and participants (e.g., SAC).	Review Current Performance: Review the SPF and local data. Document any areas where the school did not at least meet state/federal expectations. Consider the previous year's progress toward the school's targets. Identify the overall magnitude of the school's performance challenges.	Trend Analysis: Provide a description of the trend analysis that includes at least three years of data (state and local data). Trend statements should be provided in the four performance indicator areas and by disaggregated groups. Trend statements should include the direction of the trend and a comparison (e.g., state expectations, state average) to indicate why the trend is notable.	Priority Performance Challenges: Identify notable trends (or a combination of trends) that are the highest priority to address (priority performance challenges). No more than 3-5 are recommended. Provide a rationale for why these challenges have been selected and address the magnitude of the school's overall performance challenges.	Root Cause Analysis: Identify at least one root cause for every priority performance challenge. Root causes should address adult actions, be under the control of the school, and address the priority performance challenge(s). Provide evidence that the root cause was verified through the use of additional data. A description of the selection process for the corresponding major improvement strategies is encouraged.
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Data Narrative for School:

Description of School Setting and Process for Data Analysis

Aspen Ridge Preparatory School, a K-5 charter school, opened its doors to students in August of 2011. ARPS is in its third year of operation and currently serves 268 students coming from the nearby communities of Erie, Lafayette and Broomfield. The student population is primarily white children coming from middle class families. Aspen Ridge has 13 full time teachers, 1 part-time Special Education teacher, 1 part time SPED paraprofessional and 3 part-time specialists serving our students in small classes. A principal and assistant principal staff our administration. The average class size at ARPS is 19.1 students. As shown in the graphic, Aspen Ridge serves a predominantly white students population. Our free and reduced percentage is right at 5%.

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

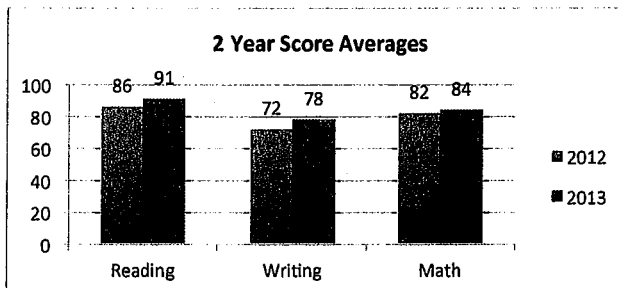
 STUDENT POPULATION	Low Income	American Indian or Alaskan Native	Asian	Black or African American	Hispanic or Latino	White	Native Hawaiian or Other Pacific Islander	Two or More
	5%	0%	1%	3%	6%	87%	0%	1%

The Unified Improvement Plan is primarily written by the principal this school year. The School accountability Committee has reviewed the plan and offered suggestions and enhancements. Staff members provided their input through meetings, surveys and individual input.

Review of Current Performance and Trend Analysis

Since 2011 was our first year TCAP data from the previous year is sparse and only half our students have reported scores. Trends are not yet apparent. Our best course of action is to concentrate on the 2012 and 2013 scores as we look for root causes and plan for improvement.

All staff was presented with the School's Performance Framework and noted that for 2013 Aspen Ridge MEETS the requirements for academic achievement and EXCEEDS the requirements for academic growth. Our disaggregated school population was not evaluated for academic growth gaps due to small numbers, but our subgroup median growth percentile was 85 and EXCEEDED the adequate growth percentile. Aspen Ridge was named as a school of distinction for both high growth and high achievement for the last two years. Aspen Ridge also received an "A" grade from the Colorado School Grades online rating site and was ranked #38 of 1009 elementary schools in the state. With the high scores achieved by Aspen Ridge students and the positive data reported by the state the goal at our school is to remain strong and continue excellence.



The chart displays achievement growth in reading, math and writing for Aspen Ridge Students.

In an effort to continue our strong academic achievement and after examining our TCAP data from 2012 and 2013, our staff decided to focus our plan for improvement in the math area. Proficient and advanced math scores average 82% in 2012 and 84% in 2013. As the staff and administration met to disaggregate TCAP scores we all felt it was in our students' best interest to focus on strategies to improve our math achievement scores by 2% each year.

Current Math Scores:

- 2012 Proficient and Advanced – 82%
- 2013 Proficient and Advanced – 84%

Proposed Improvement:

- 2014 Proficient and Advanced – 86%
- 2015 Proficient and Advanced – 88%
- 2016 Proficient and Advanced – 90%

Priority Performance Challenges

Math achievement is generally strong for Aspen Ridge students. Our goal is to continue our strong performance and strive to improve our overall math achievement by 2% each year until we reach the 90% level and EXCEED state requirements. The staff and administration decided to examine the current math curriculum serving Aspen Ridge students, Math Trailblazers, and determine its alignment with the Colorado State Common Core Standards. In addition, staff and administration decided to review the assessments provided with the curriculum and the assessments currently used for grades K-5.

Root cause analysis

In addition to examining standardized test scores and local assessments as we began our root-cause analysis, Aspen Ridge consulted its teachers (both as a staff in a professional development setting and on an individual basis) to gain valuable insight and relevant data about our current math curriculum.

Teachers were specific in defining the following root causes:

Root Cause #1 – Present curriculum does not align with the Colorado Common Core State Standards

- Need for a curriculum map to thoughtfully plan for instruction
- Need for Common Core alignment to focus the most time on Common Core content
- Need for supplements to assure common core standards are thoroughly covered

Root Cause #2 – Lack of diagnostic assessments to progress monitor essential math skills (considering AimsWeb or Scholastic Math Inventory)

- Currently using the Pearson GMade Assessment in fall and spring; need more frequent assessments to progress monitor and provide interventions

Root Cause #3 - Lack of local common grade level math assessments to monitor student progress

- Need to develop common grade level assessments

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

- Need to specify a designated time to review data and dialogue about instructional changes that need to occur

Root Cause #4 – Lack of professional development focused in the math area

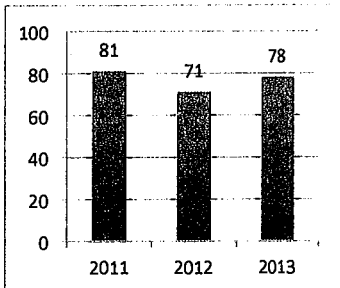
- Teachers were initially trained in the Math Trailblazer curriculum, but need sustained professional development to support their math instruction

Root Cause #5 – Lack of confidence in the present math curriculum, Kendall Hunt's Math Trailblazer

- Need to review the curriculum and make recommendation for a possible change or upgrade
- Need to form a curriculum review committee with membership from administration, teaching staff and parents

Worksheet #1: Progress Monitoring of Prior Year's Performance Targets

Directions: This chart supports analysis of progress made towards performance targets set for the 2012-13 school year (last year's plan). While this worksheet should be included in your UIP, *the main intent is to record your school's reflections to help build your data narrative.*

Performance Indicators	Targets for 2012-13 school year (Targets set in last year's plan)	Performance in 2012-13? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.								
Academic Achievement (Status)	Writing achievement is consistently lower than reading and math in all grades. The goal was to improve writing scores to 80% proficient and advanced.	<p>The goal was not met. 78% of our students scored proficient or advanced, but we did not make the 80% goal. Our score however did improve 7% from the 2012 average writing score.</p>  <table><caption>Writing Scores Data</caption><thead><tr><th>Year</th><th>Score</th></tr></thead><tbody><tr><td>2011</td><td>81</td></tr><tr><td>2012</td><td>71</td></tr><tr><td>2013</td><td>78</td></tr></tbody></table>	Year	Score	2011	81	2012	71	2013	78	<p>Lack of accountability for accurate writing skills across all content areas K-5.</p> <p>Lack of focus in the grammar and mechanics area (our low score area).</p> <p>Failure to develop consistent writing rubrics that flow from K-5 and fully incorporate grammar, mechanics and usage in all grade levels.</p> <p>While teachers were trained in the Step Up to Writing Curriculum and provided with Six Trait Writing materials, more professional development could have been helpful to provide concrete examples of successful writing curricula.</p>
Year	Score										
2011	81										
2012	71										
2013	78										
Academic Growth	NA	No academic growth targets were projected in 2013.									
Academic Growth Gaps	NA	No growth gap targets were projected in 2013.									
Postsecondary & Workforce Readiness	NA	NA									

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

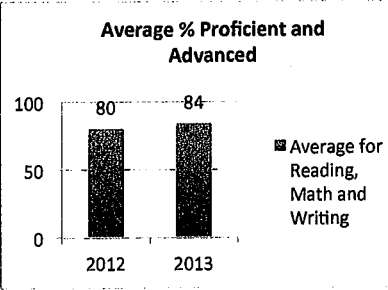
Worksheet #2: Data Analysis

Directions: *This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.* Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. Furthermore, schools are encouraged to consider observations recorded in the "last year's targets" worksheet. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes												
Academic Achievement (Status)	<p>Aspen Ridge is a relatively small K-5 charter school (total student count in 2013=205) in its third year of operation. TCAP data from 2011 is sparse and too few of the 2011-2012 students have reported scores. The 2011 scores are not included in the graph below. The Score Average graph depicts the average percent of students scoring proficient or advanced for Reading, Writing and Math for grades 3, 4 and 5 for years 2012 and 2013.</p> <div><p>2 Year Score Averages</p><table><thead><tr><th>Subject</th><th>2012 (%)</th><th>2013 (%)</th></tr></thead><tbody><tr><td>Reading</td><td>85</td><td>90</td></tr><tr><td>Writing</td><td>75</td><td>80</td></tr><tr><td>Math</td><td>85</td><td>88</td></tr></tbody></table></div> <p>The trend shows a slight increase for students achieving proficient and advanced in all three</p>	Subject	2012 (%)	2013 (%)	Reading	85	90	Writing	75	80	Math	85	88	NA	NA
Subject	2012 (%)	2013 (%)													
Reading	85	90													
Writing	75	80													
Math	85	88													

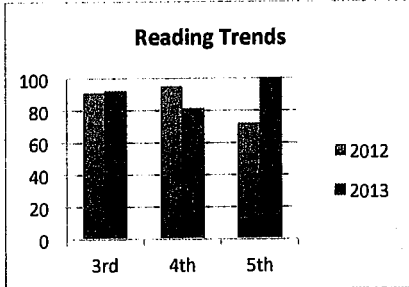
School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	<p>subject areas. Aspen Ridge continues to have strong scores in Reading and Math. Writing is our challenge, but the number of proficient and advanced students in writing improved by 7% in 2013.</p> <ul style="list-style-type: none"> • Combined score average for Math, Reading and Writing in year 2012 - 80% Proficient and Advanced • Combined score average for Math, Reading and Writing in year 2013 - 84% Proficient and Advanced  <p>The number of Aspen Ridge students scoring in the proficient and advanced range is growing. Aspen Ridge EXCEEDS the state expectations for achievement in Reading and MEETS the state expectations for achievement for Math, Writing and Science.</p> <p>Reading % Proficient and Advanced – 89.76% Math % Proficient and Advanced – 82.81%</p>		

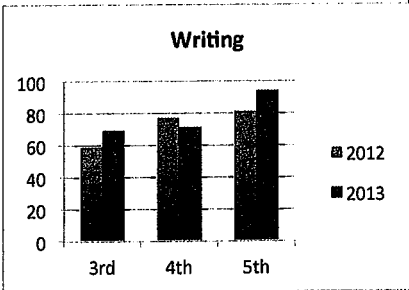
School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	Writing % Proficient and Advanced – 73.44%		
	Reading Trends ARPS 3 rd through 5 th grade students exceeded state and district averages for Proficient and Advanced scores in Reading. 2012 – 86% Proficient and Advanced 2013 – 91% Proficient and Advanced 	NA	NA
	Writing Trends ARPS 3 rd through 5 th grade students exceeded state and district averages for Proficient and	NA	NA

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes												
	<p>Advanced scores in Writing. 2012 – 72% Proficient and Advanced 2013 – 78% Proficient and Advanced</p> <div><p>Writing</p><table><thead><tr><th>Grade</th><th>2012</th><th>2013</th></tr></thead><tbody><tr><td>3rd</td><td>60</td><td>70</td></tr><tr><td>4th</td><td>80</td><td>75</td></tr><tr><td>5th</td><td>85</td><td>95</td></tr></tbody></table></div>	Grade	2012	2013	3rd	60	70	4th	80	75	5th	85	95		
Grade	2012	2013													
3rd	60	70													
4th	80	75													
5th	85	95													
	<p>Math Trends</p> <p>ARPS 3rd through 5th grade students exceeded state and district averages for Proficient and Advanced scores in Math.</p> <p>2012 – 82% Proficient and Advanced 2013 – 84% Proficient and Advanced</p>	<p>Although math achievement is not a low area for Aspen Ridge, we are focusing on maintaining or raising our math scores.</p>	<p>Root Cause #1 – Present curriculum does not align with the Colorado Common Core State Standards</p> <ul style="list-style-type: none">• Need for a curriculum map to thoughtfully plan for instruction• Need for Common Core alignment to focus the most time on Common Core content• Need for supplements to assure common core standards are thoroughly covered <p>Root Cause #2 – Lack of diagnostic assessments to progress monitor essential math skills (considering AimsWeb or Scholastic Math Inventory)</p> <ul style="list-style-type: none">• Currently using the Pearson GMade Assessment in fall and spring; need more frequent assessments to progress monitor and provide interventions												

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes												
	<p style="text-align: center;">Math</p> <table><caption>Math Scores Data</caption><thead><tr><th>Grade</th><th>2012</th><th>2013</th></tr></thead><tbody><tr><td>3rd</td><td>~85</td><td>~80</td></tr><tr><td>4th</td><td>~95</td><td>~80</td></tr><tr><td>5th</td><td>~65</td><td>~95</td></tr></tbody></table>	Grade	2012	2013	3rd	~85	~80	4th	~95	~80	5th	~65	~95		<p>Root Cause #3 - Lack of local common grade level math assessments to monitor student progress</p> <ul style="list-style-type: none">• Need to develop common grade level assessments• Need to specify a designated time to review data and dialogue about instructional changes that need to occur <p>Root Cause #4 – Lack of professional development focused in the math area</p> <ul style="list-style-type: none">• Teachers were initially trained in the Math Trailblazer curriculum, but need sustained professional development to support their math instruction <p>Root Cause #5 – Lack of confidence in the present math curriculum, Kendall Hunt's Math Trailblazer</p> <ul style="list-style-type: none">• Need to review the curriculum and make recommendation for a possible change or upgrade• Need to form a curriculum review committee with membership from administration, teaching staff and parents
Grade	2012	2013													
3rd	~85	~80													
4th	~95	~80													
5th	~65	~95													
Academic Growth	Reading Median Growth % – 63 (EXCEEDS) 2012 – 78 2013 – 63 2013 Median Growth % District – 51 2013 Median Growth % State - 50														
	Writing Median Growth % – 65 (EXCEEDS) 2012 – 76														

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	2013 – 65 2013 Median Growth % District – 54 2013 Median Growth % State - 50		
	Math Median Growth % – 62 (EXCEEDS) 2012 – 60 2013 – 62 2013 Median Growth % District – 52 2013 Median Growth % State - 50		
Academic Growth Gaps	Academic growth gaps were not reported for Aspen Ridge, as our sub-groups are too small to display. The overall subgroup median growth percentile was 85. The adequate median growth percentile is 62. The subgroup median growth percentile of 85 for Aspen Ridge exceeded the state's expectations for adequate growth.		
Postsecondary & Workforce Readiness	NA	NA	NA

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

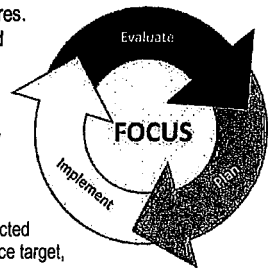
Section IV: Action Plan(s)

This section addresses the "Plan" portion of the continuous improvement cycle. First, identify annual performance targets and the interim measures. This will be documented in the required *School Target Setting Form* on the next page. Then move into action planning, which should be captured in the *Action Planning Form*.

School Target Setting Form

Directions: Complete the worksheet below. While schools may set targets for all performance indicators, at a minimum, they must set targets for those priority performance challenges identified in Section III (e.g., by disaggregated student groups, grade levels, subject areas).

Schools are expected to set their own annual targets for academic achievement, academic growth, academic growth gaps, and postsecondary and workforce readiness. At a minimum, schools should set targets for each of the performance indicators where state expectations are not met; targets should also be connected to prioritized performance challenges. Consider last year's targets (see Worksheet #1) and whether adjustments need to be made. For each annual performance target, identify interim measures that will be used to monitor progress toward the annual targets at least quarterly during the school year.


School Target Setting Form

Performance Indicators	Measures/ Metrics	Priority Performance Challenges		Annual Performance Targets		Interim Measures for 2013-14	Major Improvement Strategy
		R	NA	2013-14	2014-15		
Academic Achievement (Status)	TCAP/CSAP, CoAlt/CSAPA, Lectura, Escritura	M	Math scores MEET the state expectation for math achievement. The goal at Aspen Ridge is to improve math scores by 2% each year to EXCEED the state expectation for math achievement.	By the end of the 2013-2014 school year, 86% of students will score proficient or advanced overall on the math TCAP.	By the end of the 2014-2015 school year, 88% of students will score proficient or advanced overall on the math TCAP.	Map curriculum to discover gaps between grade levels and provide definitive timeline for instruction. Correlate math curriculum to the Common Core State Standards to ensure the standards are met and the content is appropriately covered. Provide math professional development for staff. Create a curriculum review committee. Provide and designate time for math data review. Research and	Research and purchase online diagnostic math assessment. Create common grade level math assessments. Take recommendations from curriculum review committee to make decisions for 2014-15 math curriculum.

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

						share (possibly purchase) math supplements	
		W	NA				
		S	NA				
Academic Growth	Median Growth Percentile (TCAP/CSAP & ACCESS)	R	NA				
		M	NA				
		W	NA				
		ELP	NA				
Academic Growth Gaps	Median Growth Percentile	R	NA				
		M	NA				
		W	NA				
Postsecondary & Workforce Readiness	Graduation Rate	NA					
	Disaggregated Grad Rate	NA					
	Dropout Rate	NA					
	Mean CO ACT	NA					

Action Planning Form for 2013-14 and 2014-15

Directions: Identify the major improvement strategy(s) for 2013-14 and 2014-15 that will address the root causes determined in Section III. For each major improvement strategy, identify the root cause(s) that the action steps will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1: Increase student math proficiency with a focus on the Common Core Math State Standards in all grade levels.

Root Cause(s) Addressed:

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

Root Cause #1 – Present curriculum does not align with the Colorado Common Core State Standards

- Need for a curriculum map to thoughtfully plan for instruction
- Need for Common Core alignment to focus the most time on Common Core content
- Need for supplements to assure common core standards are thoroughly covered

Root Cause #2 – Lack of diagnostic assessments to progress monitor essential math skills (considering AimsWeb or Scholastic Math Inventory)

- Currently using the Pearson GMade Assessment in fall and spring; need more frequent assessments to progress monitor and provide interventions

Root Cause #3 - Lack of local common grade level math assessments to monitor student progress

- Need to develop common grade level assessments
- Need to specify a designated time to review data and dialogue about instructional changes that need to occur

Root Cause #4 – Lack of professional development focused in the math area

- Teachers were initially trained in the Math Trailblazer curriculum, but need sustained professional development to support their math instruction

Root Cause #5 – Lack of confidence in the present math curriculum, Kendall Hunt's Math Trailblazer

- Need to review the curriculum and make recommendation for a possible change or upgrade
- Need to form a curriculum review committee with membership from administration, teaching staff and parents

Accountability Provisions or Grant Opportunities Addressed by this Major Improvement Strategy (check all that apply):

- ☒ State Accreditation
 ☐ Title I Focus School
 ☐ Tiered Intervention Grant (TIG)
 ☐ Colorado Graduation Pathways Program (CGP)
- ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2013-14	2014-15				
Map math curriculum	Fall 2013		Staff with admin	None	Maps created and posted on web site	
Align math curriculum with Colorado Common Core State Standards	Spring 2014		Staff with admin	None	Alignment created and posted on web site	
Research possible math supplements and share among staff (possibly	Spring	In Use	Staff with	Local budget	Consider purchase with	

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

purchase)	2013	2014-15	admin		2014-15 budget	
Research and purchase online diagnostic assessment	Summer 2014	In use 2014-15	Admin	Local Budget (could be part of student fee)	Consider purchase with 2014-15 budget	
Create common grade level math assessments	August 2014	In use 2014-15	Staff with admin	None	Create during August PD days	
Provide/designate time for math data review	2013-14	Full year 2014-15	Admin	None	Build into staff meetings, post calendar for math data review (like SFA calendar)	
Provide math professional development	Spring 2014	Full year 2014-15	Admin	Local budget	Create a Professional Development calendar with scheduled offerings	
Create a curriculum review committee	Spring 2014		Admin/SAC	None	Committee reports findings before school year ends, May 2014	

* Note: These two columns are not required to meet state or federal accountability requirements, though completion is encouraged. "Status of Action Step" may be required for certain grants.

Section V: Appendices

Some schools will need to provide additional forms to document accountability or grant requirements:

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)

School Code: 0071

School Name: ASPEN RIDGE PREPATORY SCHOOL

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 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).

EXHIBIT H
Additional Services Agreement
Aspen Ridge Preparatory Academy

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2014-2015 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services			
Required Services Pursuant to Section 10.4			
Infinite Campus and Alpine Achievement	Oct 1 Student Count	Cost Per Student	Total Cost
Infinite Campus License	279.3	\$ 9.74	\$ 2,720.38
IC & Alpine Enterprise Enterprise Personnel Costs		16.52	4,614.04
Alpine Achievement License		6.60	1,843.38
Server Licenses (VM & Microsoft)		0.32	89.38
Shoutpoint (E-rate discount applied)		0.56	156.41
Total			\$ 9,423.58
Optional Services			
Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	2	\$ 1.38	\$ 2.76
Citrix Server		26.02	52.04
Citrix License		38.00	76.00
Microsoft License (part of Citrix image)		27.89	55.78
Total			\$ 186.58
Google Mail (Staff Accounts)	Num of Gmail Accounts	Cost Per Account	Total Cost
Gmail Account	0	\$ 4.42	\$ -
Total			\$ -
Recurring VOIP Costs (TPCA Only)	Recurring VOIP Accounts	Cost Per Account	Total Cost
License	0	\$ 52.69	\$ -
Total			\$ -
New VOIP Costs (TPCA Only)	New VOIP Accounts	Cost Per Account	Total Cost
License	0	\$ 204.39	\$ -
Total			\$ -
ISP/Webfilter (TPCA Only)	Oct 1 Student Count	Cost Per Student	Total Cost
ISP/Webfilter	0	\$ 5.44	\$ -
Total			\$ -

Wide Area Network (TPCA Only)	WAN Use (1 or 0)	Annual Cost	Total Cost
Wide Area Network (E-rate discount applied)	0	\$ 5,671.72	\$ -
Total			\$ -

Human Resources			
Subfinder	Subfinder Use (1 or 0)	Annual Cost	Total Cost
Subfinder License (may not be available)	1	\$ 1,500.00	\$ 1,500.00
Total			\$ 1,500.00

Warehouse			
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost
Delivery Service	1	\$ 3,000.00	\$ 3,000.00
Total			\$ 3,000.00

Total Exhibit H Service/License Costs:	\$ 14,110.16
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EXHIBIT I

2012 MLO MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
DISTRICT CHARTER SCHOOLS AND 2012 MILL LEVY OVERRIDE**

WHEREAS, voters of the School District RE-1J of Boulder County, St. Vrain Valley School District ("the District"), approved a mill levy override in 2012 to support public education in the district; and

WHEREAS, the voter intention upon approval of the MOU was to provide charter schools with their fair share of funding based on their October, 2012 October Count FTE.

WHEREAS, Aspen Ridge Preparatory School, Carbon Valley Academy, Flagstaff Academy Charter School, Imagine Charter School at Firestone, St. Vrain Community Montessori School, and Twin Peaks Charter Academy ("the St. Vrain Charters"), recognize and support the need for additional public school funding; and

WHEREAS, the District recognizes the St. Vrain Charters as public schools within and of St. Vrain Valley School District that should receive appropriate and equitable funding as part of the public school system; and

WHEREAS, the St. Vrain Charters were included in the 2012 Mill Levy Override;

NOW THEREFORE, the District and the St. Vrain Charters, ("the Parties") agree as follows:

1. The District shall annually provide each of the charter schools listed herein its pro rata share of the 2012 mill levy funds ("2012 MLO") based on the District's audited 2012 October Count, amounting to 11.2% for the St. Vrain Charters. The amount allocated annually to the St. Vrain Charters shall not fall below 11.2% in aggregate of the total 2012 MLO funds collected, except as outlined in Section 3 below. As 11.2% of total collected 2012 MLO funds becomes 100% of the St. Vrain Charters' 2012 MLO pool, the individual charter schools listed herein shall receive a share of the MLO funds in the percentages as noted below of the total funds collected annually:

Charter School	% Charter Aggregate	% Total Annual MLO Funds
Aspen Ridge Preparatory School	5.9%	$.059 * .112 = .007$
Carbon Valley Academy	9.8%	$.098 * .112 = .011$
Flagstaff Academy Charter School	26.8%	$.268 * .112 = .030$
Imagine Charter School at Firestone	20.9%	$.209 * .112 = .023$

St. Vrain Community Montessori School	4.6%	$.046 * .112 = .005$
Twin Peaks Charter Academy	32.0%	$.320 * .112 = .036$

The K-12 FTE calculations for the purpose of allocating funds to St. Vrain Charters shall be the same as it is for SVVSD in general. For example, if Kindergarten is calculated at .58 FTE for District non-charter schools, so shall they be for St. Vrain Charters.

2. Payments will be distributed to the St. Vrain Charters in the same percentages and on the same timeline as they are distributed to the District, except that the St. Vrain Charters will receive 100% of their respective MLO allocations by June 30, whether or not such MLO funds have been received at that time by the District. The District will distribute the funds to the St. Vrain Charters within 1 week of receipt of funds to the District.
3. In the event one of the St. Vrain Charters identified in this Agreement ceases to be chartered with the District or materially changes its program enrollment composition, the mill levy funding distribution for said school set forth in this agreement will be reallocated to the remaining St. Vrain Charters as follows:
 - a. If the aggregate population of all of the charter schools within the District in existence at the October Count of the following year that the said school ceases to be chartered with the District, including future charter schools not identified in this agreement, is at or above 11.2% of the total District student population, the mill levy funding that would otherwise go to the said school will be reallocated ratably across the St. Vrain Charters identified in this Agreement; or
 - b. If the aggregate population of all of the charter schools within the District in existence at the October Count of the following year that the said school ceases to be chartered with the District, including new charter schools not identified in this agreement, is below 11.2% of the total District student population, the distribution of the mill levy funding that would otherwise go to the said school may be re-negotiated with the District to determine an appropriate reallocation of said percentages. Under no circumstances will the distribution of the MLO to the remaining charter schools fall below the 2012 October Count ratable distribution levels for each school.
4. The term and intent of this MOU will be subject to reaffirmation every five (5) years from the time of its signing on June ____, 2013.

5. The signature of each St. Vrain Charter's officer below constitutes a warranty that such officer has full authority to sign this MOU and to bind the respective charter to the terms of this Agreement.

Done this 12th day of June, 2013.

ST. VRAIN VALLEY SCHOOLS

By [Signature]
John Creighton
President, SVVSD Board of Education

6-12-13
Date

Allison Schnell, Board President, ASPEN RIDGE PREPARATORY SCHOOL
Tony Carey, Executive Director, CARBON VALLEY ACADEMY
Patty Cragg, Board President, FLAGSTAFF ACADEMY CHARTER SCHOOL
Tom Cooper, Board President, IMAGINE CHARTER SCHOOL – FIRESTONE
Robert DuBois, Board President, TWIN PEAKS CHARTER ACADEMY
Jennifer Kemp, Board President, ST. VRAIN COMMUNITY MONTESSORI SCHOOL

By [Signature]
Allison Schnell Gina Dattilo
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

7-12-13
Date

[Signature]
Tony Carey

7/30/13
Date

[Signature]
Patty Cragg

6/3/13
Date

[Signature]
Tom Cooper Tina Nuechterlein, Vice President
for Imagine at Firestone Board of Directors

7/18/13
Date

[Signature]
Robert DuBois Kathy DeMatteo
New Board President at Twin Peaks Charter as of June 19, 2013

7-8-13
Date

[Signature]
Jennifer Kemp

6-12-13
Date

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Secondary Language Arts Textbook Adoption

RECOMMENDATION

That the Board of Education approves the adoption and purchase of ***Collections***, Houghton Mifflin Harcourt, 2015, for secondary language arts;

And, that the Board of Education approves a purchase contract to Houghton Mifflin Harcourt for these materials not to exceed \$746,000.00 in FY14, based on the estimated student enrollment for 2014-15;

And, that the Board of Education approve a purchase contract to OverDrive for the purchase of digital resources not to exceed \$727,000.00 in FY14.

BACKGROUND

During the fall of 2012, an instructional materials adoption committee made up of secondary teachers, a parent, a member of District Technology Services, and principals from across the District representing grades six through twelve was formed to evaluate secondary language arts programs, pilot the selected program, and recommend a program for adoption by the St. Vrain Valley Board of Education. The committee reviewed the Colorado Academic Standards, current District curriculum and current effective teaching practices in language arts. Utilizing these resources, they developed an evaluation form for secondary language arts programs.

Materials were solicited from five publishers for initial review and consideration, providing diversity in approaches and philosophy. Publisher presentations were conducted for two of the candidate programs and a final selection was made for the pilot. Nineteen teachers volunteered to pilot for the 2013-2014 school year representing District middle and high schools with sixth through eleventh grade Language Arts classes.

Public Review

A public review of the pilot program was held at the Learning Services Center January

29, and February 3, 5, 10, 2014. The event was advertised in the Longmont Daily Times-Call, District Leadership Update, and on our District web page.

Pilot Summary

Analysis of pilot results for ***Collections***, Houghton Mifflin Harcourt, 2015:

Parent and Student Surveys

Pilot teachers conducted parent and student surveys as a part of the pilot.

Student surveys were collected representing students in sixth through eleventh grades. Overall, the feedback from the student surveys was significantly in support of ***Collections*** and its impact on student learning. In summary, students commented most positively on their ability to annotate text within the program using highlighting and note taking features. The audio feature was also mentioned frequently as a helpful support. Students commented on the many resources that were available to support and extend their learning, and the ease of access to the materials both in and out of the school setting due to the fact that they are fully digital. The balance of rigor within the readings and activities was also noted.

Parents noted the ease with which their children could access the materials, and that their children were engaged with both the text and activities. They found the materials appropriately challenging, and appreciated the resources available to both support and extend learning.

Summary of Strengths

Pilot teachers noted these key elements of ***Collections***

- Challenging text aligned with the text complexity demands of the Colorado Academic Standards
- Emphasis on high quality, non-fiction text at all grade levels
- Organized in collections of various genre of text on a similar topic; a requirement of the Colorado Academic Standards
- Highly engaging for students
- Emphasis on writing tasks aligned to the demands of both the Standards and the PARCC assessment
- Provides multiple resources for supporting and extending student learning

Summary of Weaknesses

- Need for a greater selection of full-length texts for supplementation
- Need for stronger student - teacher interface within digital setting

Plan to Overcome Weaknesses

The cost effectiveness of ***Collections*** provides us with the ability to offer the choice of twelve full-length titles per grade level through the **OverDrive** digital platform. Teachers will be able to utilize these titles for whole class or small group instruction.

As ***Collections*** is a new program, pilot teachers have been utilizing the student - teacher interface during development. Features which were not functional at the beginning of the January pilot have become fully functional over the course of the pilot. Timeline for the final features is August, 2014. Houghton Mifflin Harcourt has provided additional features based on the feedback and needs of the pilot team.

Budget

Basic Materials	Quantity	Cost	Total
Grade 6			
Collections Mobile Digital Student Package 7 Year Grade 6	1586	\$55.40	\$87,864.40
Enrichment App Grade 6	1586	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 6	20	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 6-8	20	0	0
Subtotal			\$87,864.40
Grade 7	Quantity	Cost	Total
Collections Mobile Digital Student Package 7 Year Grade 7	1656	\$55.40	\$91,742.40
Enrichment App Grade 7	1656	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 7	20	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 6-8	20	0	0

<i>Subtotal</i>			\$91,742.40
Grade 8	Quantity	Cost	Total
Collections Mobile Digital Student Package 7 Year Grade 8	1620	\$55.40	\$89,748.00
Enrichment App Grade 8	1620	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 8	20	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 6-8	20	0	0
<i>Subtotal</i>			\$89,748.00
Grade 9	Quantity	Cost	Total
Collections Mobile Digital Student Package 7 Year Grade 9	2043	\$58.70	\$119,924.10
Enrichment App Grade 9	2043	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 9	26	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 9-10	26	0	0
<i>Subtotal</i>			\$119,924.10
Grade 10	Quantity	Cost	Total
Collections Mobile Digital Student Package 7 Year Grade 10	2165	\$58.70	\$127,085.50
Enrichment App Grade 10	2165	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 10	26	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 9-10	26	0	0

<i>Subtotal</i>			\$127,085.50
Grade 11	Quantity	Cost	Total
Collections Mobile Digital Student Package 7 Year Grade 11	1719	\$58.70	\$100,905.30
Enrichment App Grade 11	1719	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 11	20	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 11-12	20	0	0
<i>Subtotal</i>			\$100,905.30
Grade 12	Quantity	Cost	Total
Collections Mobile Digital Student Package 7 Year Grade 11	1043	\$58.70	\$61,224.10
Enrichment App Grade 11	1043	0	0
Online Interactive Edition with Close Reader, Teacher Access 7 Year Grade 11	15	0	0
Online Common Core ELA Exemplar Assessment Resource 7 Year Grades 11-12	15	0	0
<i>Subtotal</i>			\$61,224.10
<i>Total for Basic Materials Grades 6-12</i>			\$678,493.80
Supplementary Materials			
OverDrive Digital Content (novels and non-fiction digital selections); 10 year contract			\$661,000.00

<i>Total for Supplementary Materials</i>			\$661,000.00
<i>Total for Instructional Materials</i>			\$1,339,493.80
Professional Development			
Spring, 2014			\$38,207.44
Fall, 2014			\$31,350.00
<i>Total for Professional Development</i>			\$69,557.44
Grand Total for Secondary Language Arts Adoption			\$1,409,051.24

Professional Development & Training

An initial day of professional development has been planned for all secondary language arts teachers teaching courses which utilize these materials. Teachers will have the choice of attending in either May or August. In addition, an optional half day will be offered to teachers who need support with the digital nature of the materials. All teachers who do not attend this training will be provided a substitute teacher in September. Ongoing professional development will be designed by the Secondary Language Arts Leadership Team consisting of pilot teachers as well as prior leadership team members. Elective training and support opportunities will exist during the 2014-2015 school year as well as subsequent school years.

Gratitude

Heartfelt thanks to the pilot teachers, committee members, administrators, and community members who spent many hours bringing this recommendation to the District.

Secondary Language Arts Instructional Materials Adoption Committee (2012-2013)

Community Member
Erich Ursich

Teachers
Kate Lyons, Coal Ridge Middle School
Amy Simms, Erie Middle School
Jennifer Sebring, Heritage Middle School

Abby Markely, Sunset Middle School
Laurie Roybal, Trail Ridge Middle School
Jenna Rude, Westview Middle School
Greta Van Bernuth, Erie High School
Kara Caraveo, Frederick High School
Rebecca Albert, Longmont High School
Jeannean Berglund, Lyons Middle/Senior High School
Shannon Martenson, Mead High School
Kristin Holtz, Silver Creek High School
Tracey Sanders, Olde Columbine High School

Administrators

Brian Young, Coal Ridge Middle School
Karen Musick, Thunder Valley K-8
Eric Ottem, Silver Creek High School

District Technology Services

Michelle Bourgeois

Secondary Language Arts Instructional Materials Pilot Committee (2013-2014)

Teachers

Brendan Butler, Altona Middle School
Kate Lyons, Coal Ridge Middle School
Shelly Stephens, Coal Ridge Middle School
Mary Shaffer, Mead Middle School
Shari Kalm, Sunset Middle School
Karen Altemus, Thunder Valley K-8
Robyn Wright, Thunder Valley K-8
Kellie Clark, Timberline PK-8
Jennifer Sebring, Trail Ridge Middle School
Jennifer Rhoadarmer, Westview Middle School
Greta Van Bernuth, Erie High School
Jennifer Tayler, Frederick High School
Traci Mumm, Longmont High School
Jeannean Berglund, Lyons Middle/Senior High School
Andrea Mackey, Mead High School
Emily Wallin, Niwot High School
Kristin Holtz, Silver Creek High School
Tiffany Greenberg, Skyline High School
Tracey Sanders, Olde Columbine High School

District Technology Services

Zachary Chase
Bud Hunt

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Fiscal Year 2015 Capital Reserve Budget

RECOMMENDATION

That the Board of Education approve the attached list of Fiscal Year 2015 Capital Reserve allocations as presented.

BACKGROUND

The Capital Reserve allocations presented follow the Capital Reserve Handbook that outlines the process and procedure for Capital Reserve fund allocations.

The attached list, for your consideration, reflects those identified recommendations.

Capital Reserve FY 2015 Summary

		GF Funded 2015 Capital Reserve ESTIMATED COSTS		
Fund Accounts	Fund Manager	Percent of Total	2015 Proposed CAP Summary	2015 CAP Funding Source
Arts/Athletics	Robert Berry	2.888%	\$ 129,950.00	2015 General Fund
Custodial/FFE	John Goddard	1.110%	\$ 49,950.00	2015 General Fund
DTS	Joseph McBreen	9.567%	\$ 430,515.00	2015 General Fund
Elect/HVAC/Plumb	Richard Walston	6.898%	\$ 310,425.00	2015 General Fund
Environmental	Carey Jensen	0.444%	\$ 20,000.00	2015 General Fund
FFE	John Goddard	3.374%	\$ 151,850.00	2015 General Fund
Grounds Department	Mark Thomas	14.233%	\$ 640,504.00	2015 General Fund
Growth	Brian Lamer	1.444%	\$ 65,000.00	2015 General Fund
Portable Classrooms	Brian Lamer	13.576%	\$ 610,931.00	2015 General Fund
Security	Richard Walston	14.524%	\$ 653,597.00	2015 General Fund
Site/Building Compliance	Brian Lamer	9.206%	\$ 414,278.00	2015 General Fund
Transportation	Randy McKie	22.733%	\$ 1,023,000.00	2015 General Fund
TOTAL		100%	\$ 4,500,000.00	2015 General Fund

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Ditch Relocation Agreement between Newmark Merrill Mountain States, LLC, Ditch Companies and the SVVSD

RECOMMENDATION

That the Board of Education approve a Ditch Relocation Agreement between the Niwot Ditch, Oscar Beckwith Ditch, South Flat Ditch companies, Newmark Mountain States, LLC, and the St. Vrain Valley School District, and further authorize the president of the Board of Education to sign the agreement.

BACKGROUND

This agreement will replace the current easement dated December 4, 1984, with the prior owner, CBL & Associates, Inc., to relocate the South Flat Ditch that runs across the Twin Peaks Mall. The new landowners will be relocating this ditch for redevelopment of the Twin Peaks Mall. The landowner intends to combine the two existing pipes into one pipe for all three ditches, and relocate the easement for the pipe. The pipe is jointly owned by the St. Vrain Valley School District, the City of Longmont and the ditch companies.

**DITCH RELOCATION AGREEMENT
BETWEEN THE NIWOT DITCH COMPANY, OSCAR BECKWITH DITCH,
THE SOUTH FLAT DITCH COMPANY AND NMMS TWIN PEAKS, LLC**

1. **PARTIES.** The parties to this Ditch Relocation Agreement ("Agreement") are the NIWOT DITCH COMPANY ("Niwot"), a Colorado mutual ditch company; the CITY OF LONGMONT and SAINT VRAIN VALLEY SCHOOL DISTRICT, as the owners of the OSCAR BECKWITH DITCH (together referred to as "Beckwith"); and the SOUTH FLAT DITCH COMPANY ("South Flat"), a Colorado mutual ditch company and NMMS TWIN PEAKS, LLC, a foreign limited liability company of California ("Landowner"). The Niwot, Beckwith and South Flat are collectively referred to as the as "Ditch Companies." The Ditch Companies and Landowner are jointly referred to as the Parties.

2. **RECITALS.**

2.1. The Ditch Companies share an easement through a portion of the Twin Peaks Mall Subdivision (referred to as the "Existing Easement") for the Niwot Ditch, owned by Niwot, the Oscar Beckwith Ditch, owned by Beckwith, and the South Flat Ditch, owned by South Flat, currently using two ditch pipes, referred to together as the "Ditch";

2.2. Niwot entered into an Easement Agreement for the Existing Easement, dated December 4, 1984 with the prior owner, CBL & Associates, Inc., recorded April 4, 1985, Reception No. 680865, for the current location of the Niwot Ditch (the "Niwot Existing Agreement").

2.3. Beckwith entered into an Easement Agreement for the Existing Easement, dated December 11, 1984, with the prior owner, CBL & Associates, Inc., recorded December 18, 1984, Rec. No. 662665; and re-recorded April 4, 1985, Reception No. 680866, for the current location of the Oscar Beckwith Ditch (the "Beckwith Existing Agreement").

2.4. The South Flat Ditch runs across the Twin Peaks Mall at the same location as the Existing Easement and through the existing pipe for the Niwot Ditch. South Flat entered into an Easement Agreement for the Existing Easement, dated December 4, 1984, with the prior owner, CBL & Associates, Inc., recorded April 4, 1985, Reception No. 680867, for the current location of the South Flat Ditch (the "South Flat Existing Easement").

2.5. The Easement Agreements for the Niwot, the Beckwith, and the South Flat, were further modified according the Mutual Release, dated July 15, 1986, Recorded August 19, 1986, Reception No. 782822.

2.6. Landowner is planning to relocate a portion of the Existing Easement to develop the property known as the Twin Peaks Mall, in Longmont, Colorado, legally described as follows, the "Property":

Lot 2H, Twin Peaks Mall Subdivision Replat "H", recorded at Reception No. 1695137, County of Boulder, State of Colorado;

2.7. Landowner intends to combine the two existing pipes into one pipe for all three Ditches, and relocate the easement for the pipe.

2.8. Landowner owns the Property. Ditch Companies own and share the existing pipes for the Ditches and the appurtenant Existing Easement for operation and maintenance of the Ditch, a portion of which crosses the Property pursuant to the Niwot Existing Agreement and Beckwith Existing Agreement;

2.9. Landowner desires to relocate the Existing Easement and pipes, and combine all three Ditches into one pipe for development of the Twin Peaks Mall and to facilitate construction on the surface of the Property and on the Existing Easement, (the "Installation"); and

THEREFORE, DITCH COMPANIES AGREE TO ALLOW LANDOWNER TO RELOCATE THE EASEMENT AND COMBINE THE EXISTING PIPES FOR THE DITCHES INTO ONE PIPE WITHOUT INTENDING TO ABANDON, VACATE, OR OTHERWISE CHANGE THE EXISTING EASEMENT, SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

3. RELOCATION OF DITCH AND EASEMENT.

3.1. Ditch Companies own and share the Existing Easement on the Property, which is currently located as described and shown in **EXHIBIT A**.

3.2. Landowner shall be responsible for the Installation on the Property to the location as legally described and shown in **EXHIBIT B**, ("the "Relocated Easement").

3.3. Ditch Companies' engineers have reviewed proposed plans for a single pipe installation, which are dated May 7, 2014 and were reviewed by Ditch Companies' engineers, attached as **Exhibit C**. Such plans were approved by the engineers in letters dated April 26, 2013 and May 7, 2014, attached as **Exhibit D**, and with **Exhibit C**, are the "Plans and Specifications". Relocation of the Ditch to the Relocated Easement shall be completed pursuant to the Plans and Specifications in **EXHIBITS C and D**. Any modification of the Plans and Specifications (other than minor changes required by field conditions) must be reviewed and approved by the Ditch Companies' engineers.

3.4. Landowner agrees that the construction of the Installation permitted by this Agreement shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion. Landowner shall commence construction of the Installation no earlier than the date of the execution of this Agreement and shall complete the Installation no later than one year from the date of execution of this Agreement, at Landowner's expense, subject to delays beyond

Landowner's reasonable control. Such one year period shall be extended by one day for each day of delay in completion of the Installation caused by the Ditch Companies' (including, without limitation, delays in the Ditch Companies' providing their approval as and when herein provided). The Ditch Companies shall not be responsible for any additional costs incurred by Landowner as a result of any such delays, except if such delays are caused by the negligence or willful misconduct of any of the Ditch Companies.

3.5. Landowner shall not interfere with the flow of water in the Ditches during construction of the Installation without the prior written consent of the Ditch Companies (which consent shall not be unreasonably withheld); provided, however, Landowner shall be entitled to interfere, interrupt or stop the flow of water in the Ditches for two (2) periods of three (3) days each during the construction of the Installation, as Landowner deems necessary, without the consent of the Ditch Companies but upon at least ten (10) days prior notice thereof to the Ditch Companies.

3.6. Landowner anticipates the need for utility crossings as part of the Installation and development of the Property. While the applicable utility companies have standard requirements for such crossings, Landowner agrees to allow Ditch Companies' engineers the opportunity to review such plans for utility crossings prior to construction of the crossings and shall only proceed upon approval of Ditch Companies. Ditch Companies' response to any proposed utility crossing shall be provided within 30 days of receipt of proposed plans. Ditch Companies' approval shall not be unreasonably withheld.

3.7. Landowner shall notify Ditch Companies at least five (5) days prior to commencing the initial construction of the Installation. Landowner shall notify Ditch Companies at least ten (10) days prior to commencing any scheduled maintenance, replacement or repair of the Ditch, except in the event of an emergency, in which case the provisions of paragraph 7.4 shall control.

3.8. Upon completion of the Installation, Landowner shall notify the Ditch Companies. Ditch Companies shall preliminarily accept or reject the design and construction of the Installation no later than fifteen (15) days after notification of completion (which acceptance shall not be unreasonably withheld). Thereafter, Ditch Companies shall issue a final acceptance or give Landowner written notice of any defects in the Installation on or before October 15 after the first full irrigation season using the Installation to run water, utilizing information derived from one season of running water. In the event that the Ditch Companies provide such notice of defects, the parties shall work together in good faith to determine the necessary corrections therefor, and Landowner shall make such corrections prior to the next irrigation season (which commences on April 1). In the event that the Ditch Companies do not provide such notice of final acceptance or defects as

hereinabove required, the Ditch Companies shall be deemed to have provided their final acceptance of the Installation.

3.9. The Ditch Companies may only reject the Installation under Section 3.8 above if it is not constructed or does not operate in conformance with the final Plans and Specifications included in **EXHIBITS C and D**.

3.10. Notice of final acceptance does not in any way affect the obligation of the Landowner to maintain, repair, and replace the Installation in conformity with the final Plans and Specifications.

4. **COMPENSATION.** As compensation for allowing the relocation and use of the Easement, Landowner shall pay to the South Flat Ditch Company \$1,500 in cash or certified funds within thirty (30) days after execution of this Agreement. The Niwot Ditch Company and the Oscar Beckwith Ditch acknowledge and agree that such Ditch Companies have received adequate consideration for the relocation and use of the Easement and no further compensation shall be paid by Landowner to such Ditch Companies.

5. **INSPECTION OF THE INSTALLATION.** Upon at least 30 days prior written notice to Landowner (except in the event of an emergency, upon such notice that is reasonably practicable under the circumstances), Ditch Companies are permitted to inspect the Installation during construction up to and through the date of the Ditch Companies' acceptance of the Installation, or during any maintenance, repair, or replacement of the Installation. Ditch Companies' right to inspect construction, maintenance, repair, and replacement of the Installation in no way relieves Landowner of liability for improper construction, maintenance, repair or replacement of the Installation. Ditch Companies' inspection is solely for the benefit of Ditch Companies and Landowner may not rely on Ditch Companies' inspection in any way to relieve it of its obligations identified in this paragraph regarding construction, maintenance, repair or replacement of the Installation. The Ditch Companies acknowledge and accept the risk of such inspections of the Installation, and the Ditch Companies hereby indemnify Landowner and hold Landowner harmless from and against any and all claims, demands, causes or action, losses, damages, liabilities, costs and expenses (including without limitation, attorneys' fees and disbursements), suffered or incurred by Landowner and arising out of or in connection with the Ditch Companies' and/or the Ditch Companies' representatives' entry upon the Property and inspections and other activities conducted thereon related thereto. Notwithstanding anything to the contrary contained herein, the Ditch Companies shall not perform any inspections of the Installation between October 1 and January 15 of any calendar year.

6. CONVEYANCE OF EASEMENT, TITLE INSURANCE POLICY AND AS-BUILT SURVEY

6.1. Upon completion of the Installation, Landowner shall deliver to Ditch Companies an "As-Built Survey" of the relocated Ditches including a new legal description, if any changes

have occurred to the legal description in **Exhibit B** for the Easement Relocation Agreement to be executed by the parties.

6.2. Upon completion of the Installation and provision of the As-Built Survey, an Easement Relocation Agreement for the relocation of the Existing Easement on the Property for the new location of the pipe for the Ditches shall be executed by the parties. The form of the Easement Relocation Agreement is attached as **EXHIBIT E**.

6.3. Landowner shall cause Fidelity National Title Insurance Company ("Fidelity") to issue to the Ditch Companies a title policy insuring title to the Existing Easement (as relocated pursuant to the Easement Relocation Agreement) in the amount of \$5,000, subject to Fidelity agreeing to issue such title policy. Landowner shall pay up to \$750.00 for such title policy and the Ditch Companies shall be responsible for all costs for such title policy in excess of \$750.00. Landowner's failure to obtain such title policy shall not constitute a default hereunder.

6.4. Landowner warrants and represents to Ditch Companies that, to Landowner's actual knowledge, at the time of execution of this Agreement, there are no liens or encumbrances on the Property caused by or through Landowner, except as set forth in the schedule of exceptions in a title commitment issued no earlier than 30 days prior to this Agreement, attached hereto as **EXHIBIT G**, to be provided by Landowner.

7. MAINTENANCE OF THE INSTALLATION.

7.1. Landowner specifically agrees and pledges to maintain, to repair, and to replace the Installation on the Property consistent with the Plans and Specifications. The Ditch Companies shall make a good faith effort to notify the Landowner or any necessary maintenance, repair, or replacement of the Installation.

7.2. Landowner shall provide all reasonable means necessary to maintain the proper flow of water due to the reduced pipe slope and low velocities in that portion of the relocated pipe as addressed in **Exhibit C**. Landowner agrees that it shall remove sediment in the pipe on a timely basis as needed when accumulation of sediment impedes the flow of water by twenty percent (20%) or more, upon Landowner's receipt of written notice from the Ditch Companies of any such impediment to the flow of water.

7.3. Except in the event of an emergency, if the Landowner fails to perform any material maintenance, repair or replacement of any portion of the Installation, and Landowner does not commence such work within 30 days after written notice thereof from the Ditch Companies and reasonably proceed therewith to completion, subject to delays beyond Landowner's reasonable control and provided that Landowner reasonably agrees with the necessity of such maintenance, repair or replacement, then Ditch Companies may conduct their own maintenance, repair, or replacement of the Installation. Landowner shall reimburse

Ditch Companies for the reasonable verifiable third-party cost of such work within thirty (30) days after being billed therefor (which bill shall be accompanied by invoices and other reasonable evidence of such costs). In the event that the Landowner does not reasonably agree with any such maintenance, repair or replacement requested by the Ditch Companies, the Landowner shall provide notice thereof to the Ditch Companies, and the parties shall work together in good faith to determine the necessity and scope of such maintenance, repair or replacement. If Ditch Companies conduct their own maintenance, repair, or replacement, then Ditch Companies do not waive the right to hold Landowner liable for damages caused by the Landowner's failure to maintain, to repair, and to replace the Installation, prior to the Ditch Companies' exercise of its self-help rights hereunder. Notwithstanding anything to the contrary contained herein, (a) Landowner shall be entitled to perform routine and non-material maintenance, repair and replacement of the Installation during the offseason months of October through March, (b) Landowner shall not be required to perform any correction of defects in the Installation under Section 3.8 above, or maintenance, repair or replacement of the Installation, between October 1 through January 15 of any calendar year and (c) the Ditch Companies shall not perform any maintenance, repair or replacement of the Installation (if permitted hereunder) between October 1 and January 15 of any calendar year.

7.4. In the event of an emergency, Ditch Companies or Landowner may conduct immediate maintenance, repair or replacement of the Installation but must give notice to the contacts identified in paragraph 13 as soon as possible. If Ditch Companies conduct the emergency work, Landowner shall reimburse Ditch Companies for the reasonable verifiable third-party cost of work conducted within thirty (30) days after being billed therefor (which bill shall be accompanied by invoices and other reasonable evidence of such costs). In the event that the Ditch Companies conduct their own maintenance, repair, or replacement pursuant to this paragraph or paragraph 7.3, the Ditch Companies shall not be responsible or held liable for damages to the Installation or surface improvements resulting from maintenance, repair, or replacement of the Installation, unless such damages are caused by the negligence or willful misconduct any of the Ditch Companies or such work is not performed by the Ditch Companies in accordance with the Plans and Specifications.

7.5. Any additional work or improvements required by any governmental entity required to be added to the Installation including, but not limited to, any latticing required pursuant to § 37-84-110 C.R.S., shall be done at the sole cost and expense of Landowner, provided that Ditch Companies shall review and approve such plans for any such work before it is constructed. Ditch Companies shall review and approve such plans no later than fifteen (15) days after Landowner's delivery thereof to Ditch Companies. Ditch Companies' approval of such work shall not be unreasonably withheld.

8. **LIQUIDATED DAMAGES.** The Installation shall be maintained, repaired, and replaced in such a manner so as to minimize interference with the flow of water through the Installation.

8.1. Landowner shall pay as liquidated damages \$1,000 per day (notwithstanding the number of affected Ditch Companies and/or shareholders thereof), for every day during the period of April 1 to September 30 of any year that any one of the Ditch Companies cannot deliver water to its shareholders who have a right to the delivery of water, has a need for water, has requested the delivery of water, and cannot be delivered water as a result of the initial construction of the Installation, subject to Landowner's right to stop the flow of water for two (2) periods of three (3) days each as provided in Section 3.5 above.

8.2. By the provision specified in paragraph 8.1, the Parties specifically intend to liquidate the damages that would likely occur as a result of Landowner's initial construction of the Installation. The Parties agree that, as of the date of this Agreement, \$1,000 per day in liquidated damages is a reasonable estimate of the presumed actual damages. The Parties also agree that, as of the date of this Agreement, it is difficult for the Parties to ascertain the actual damages that would result from Landowner's construction, maintenance, repair, or replacement or their failure to maintain, to repair, or to replace the Installation. The Parties specifically pledge and admit that the liquidated damages provision conforms to the elements required by Colorado law. Notwithstanding anything to the contrary, Landowner's liquidated damages for any interruption of the flow of water shall not exceed a total of \$10,000 per calendar year.

9. **PLANS AND SPECIFICATIONS.** Ditch Companies' review and approval of the Plans and Specifications for construction referred to in **EXHIBITS C and D**, is solely for its own benefit and creates no benefit or right in any other third party. By reviewing and approving Plans and Specifications, Ditch Companies are not warranting that the Installation, if constructed in accordance with the final Plans and Specifications, will operate in accordance with **EXHIBITS C and D** or comply with any applicable laws or safety standards. Ditch Companies shall not be liable as a result of any defects in the Plans and Specifications. Landowner and its consultants, by preparing any such documents, shall be solely responsible for the accuracy, completeness and all other aspects of the Plans and Specifications.

10. **PERMITS AND LICENSES.** It is not known whether Landowner's construction, maintenance, repair, or replacement of the Installation on the Property requires any local, state, or federal permits or approvals. It is Landowner's obligation to investigate and to determine the need for any such permits or approvals. Prior to beginning maintenance, construction, repair, or replacement, Landowner shall be responsible, at their own expense, for obtaining all applicable local, state, and federal permits or approvals for constructing the Installation and for complying with all associated local, state, and federal laws and regulations applicable thereto.

11. **REIMBURSEMENT.**

11.1. Engineering and Inspection Fees. Landowner agrees to reimburse Ditch Companies for all reasonable verifiable third-party fees and costs incurred by Ditch Companies in reviewing and approving the Plans and Specifications, including engineering fees and costs incurred by the Ditch Companies, not to exceed \$7,000 for all such previously reimbursed and future engineering fees and costs, within 30 days after being billed therefor (which bill shall be accompanied by invoices and other reasonable evidence of such costs).

11.2. Legal Fees. Except as provided in Section 21 below, Landowner agrees to reimburse Ditch Companies for all reasonable verifiable third-party legal fees and costs incurred by Ditch Companies associated with this Agreement, its execution and enforcement, not to exceed \$11,000 for all such previously reimbursed and future legal fees and costs, within thirty (30) days after being billed therefor (which bill shall be accompanied by invoices and other reasonable evidence of such costs).

12. LIABILITY AND INDEMNIFICATION.

12.1. By virtue of entering into this Agreement, Ditch Companies assume no liability for Landowner's construction of the Installation and maintenance activities; assumes no additional responsibilities or obligations related to future or additional activities on the Property described in **EXHIBITS A and B**, that are allowed or required by this Agreement except for damages or injury caused by negligent or intentional acts or omissions of the Ditch Companies.

12.2. Landowner agrees to indemnify and to hold harmless Ditch Companies (including its officers, directors, employees, and agents) and its successors and assigns for any claims, demands, awards, judgments of any kind or nature, defense costs including reasonable attorneys' fees, incurred by the Ditch Companies, for damage or for injury to persons or property arising from or caused directly or indirectly by:

12.2.1. Landowner's construction, maintenance, repair, and replacement of the Installation;

12.2.2. Landowner's occupancy and use of the area described in **EXHIBIT A and B**; and

12.2.3. Landowner's failure to obtain permits or approvals or failure to comply with all applicable laws and regulations described in paragraph 10.

13. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing. Notice shall be deemed to have been sufficiently given for all purposes when sent by certified or registered mail, postage and fees prepaid, email or facsimile, addressed to the party at the address listed below. Any successor to any of the Parties should give notice of their succession

and provide Notice addresses in writing to the other Parties utilizing the procedures set forth herein.

DITCH COMPANIES:

Niwot Ditch Company
P.O. Box 771
Longmont, CO 80502
Attn: Kevin Boden
303-776-4486

Eve I. Canfield
Lyons Gaddis Kahn Hall Jeffers
Dworak & Grant, PC
515 Kimbark, P.O. Box 978
Longmont, CO 80502
303-776-9900

City of Longmont
Director of Public Works and
Natural Resources
P.O. Box 771
Longmont, CO 80502
303-776-4486

St. Vrain Valley School District RE-1J
395 South Pratt Parkway
Longmont, CO 80501
Attn: Rick Ring

Eve I. Canfield (see above)

South Flat Ditch Company
P.O. Box 54
Longmont, CO 80502
Attn: Reggie Golden
303-776-4486

Eve I. Canfield (see above)

LANDOWNER

NMMS Twin Peaks, LLC
2720 Council Tree Ave., Suite 230
Fort Collins, CO 80525
Attn: Allen Ginsborg

COPY TO:

NMMS Twin Peaks, LLC
5850 Canoga Avenue, Suite 650
Woodland Hills, CA 91367
Attn: Sandy Sigal

DITCH COMPANIES' ENGINEER:

Deere & Ault Consultants, Inc.
600 S. Airport Road, Build A, Suite 205
Longmont, CO 80503
Attn: Branden Effland

14. **RECORDATION AND BINDING EFFECT.** The Easement Relocation Agreement (Exhibit E), when executed, shall be recorded in Boulder County, Colorado at the cost of Landowner. The obligations and benefits of this Agreement and the Easement Relocation Agreement shall specifically run with the Property. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors, and assigns. The Landowner may from time to time sell, transfer or convey all or any portions of the Property. Upon any such sale, transfer or conveyance, the Landowner shall be released from all obligations and liabilities thereafter accruing hereunder, and the transferee of such portion of the Property (and its successors and assigns) shall have the benefit of the rights hereunder and be bound by the obligations hereunder, with respect to the portion of the Installation located on such transferred portion of the Property.

15. **TIME OF THE ESSENCE.** Time is of the essence in performing all obligations set forth herein.

16. **WAIVER OF BREACH.** The waiver by any party to this Agreement or a breach of any term or provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach by any party.

17. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes, as follows:

- EXHIBIT A – Legal Description of Existing Easement**
- EXHIBIT B – Legal Description of Relocated Easement**
- EXHIBIT C – Plans and Specifications Approved by Engineer**
- EXHIBIT D – Deere & Ault Letters of Approval**
- EXHIBIT E – Form of Easement Relocation Agreement**

18. **SEVERABILITY.** If any clause, sentence, term, condition, covenant and/or provision of this Agreement is ruled to be illegal, null or void by a court of competent jurisdiction, then the remaining portions of this Agreement shall remain in full force and effect.

19. **CAPTIONS FOR CONVENIENCE.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

20. **MODIFICATIONS.** This Agreement shall not be modified or amended except by a written instrument executed by the Parties.

21. **ATTORNEYS' FEES.** In the event of any legal action with respect to any dispute concerning or arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith from the other party.

22. **FACSIMILES AND COUNTERPARTS.** This Agreement and all future amendments, if any, may be executed by facsimiled or other electronic signatures. All signatures shall be considered the original signatures for all purposes. This Agreement and all future amendments, if any, may be executed in counterparts. All counterparts, when taken together, shall be deemed as an original.

NIWOT DITCH COMPANY

Kevin Boden, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2014, by Kevin Boden as President of the Niwot Ditch Company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

ST. VRAIN VALLEY SCHOOL DISTRICT

Owner - Oscar Beckwith Ditch

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2014, by _____

Witness my hand and official seal.

My commission expires: _____.

Notary Public

CITY OF LONGMONT

Mayor

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2014, by _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

Approved As To Content:

Attest:

Originating Department

City Clerk

Approved As To Insurance Provisions:

Approved As To Form:

Risk Manager

Assistant City Attorney

SOUTH FLAT DITCH COMPANY

Don Kammerzell, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2014, by Don Kammerzell as President of the South Flat Ditch Company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

NMMS TWIN PEAKS, LLC,
a California limited liability company

By: NewMark Merrill Mountain States, LLC,
a Colorado limited liability company,
its Manager

By: NewMark Merrill Companies, LLC,
a California limited liability company,
its Manager

By: Sigal Investments, LLC,
a California limited liability company,
its Manager

By: _____
Sanford D. Sigal, Manager

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT A
TO
DITCH RELOCATION AGREEMENT**

LEGAL DESCRIPTION OF EXISTING EASEMENT

(SEE ATTACHED)

EXHIBIT A
LEGAL DESCRIPTION
EXISTING EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE 30.00 FOOT WIDE RIGHT-OF-WAY FOR DRY CREEK, NIWOT DITCH, OSCAR-BECKWITH DITCH, AND SOUTH FLAT DITCH RELOCATION EASEMENT AS DEPICTED ON TWIN PEAKS SUBDIVISION RECORDED OCTOBER 19, 1984 AT RECEPTION NUMBER 653001 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF BOULDER, STATE OF COLORADO, BEING A STRIP OF LAND 30.00 FEET IN WIDTH ALSO LYING WITHIN A PORTION OF TWIN PEAKS MALL SUBDIVISION REPLAT "H", A SUBDIVISION PLAT FILED MAY 2, 1997 AT RECEPTION NUMBER 1695137 IN THE OFFICE OF SAID CLERK AND RECORDER, SITUATED IN THE WEST 1/2 OF THE SW 1/4 OF SECTION 9, T2N, R69W OF THE 6TH P.M. IN THE CITY OF LONGMONT, SAID COUNTY AND STATE, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PARCEL A

COMMENCING AT THE NORTHEAST CORNER OF LOT 2H OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "H", CONSIDERING THE EASTERLY BOUNDARY OF SAID LOT 2H TO BEAR SOUTH 00°22'35" WEST, WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE; THENCE SOUTH 55°42'18" WEST, A DISTANCE OF 312.14 FEET TO THE INTERSECTION OF THE CENTERLINE OF SAID RIGHT-OF-WAY OF SAID EASEMENT AND **THE POINT OF BEGINNING**; THENCE ALONG THE CENTERLINE OF SAID RIGHT-OF-WAY AND SAID EASEMENT THE FOLLOWING TWO (2) COURSES:

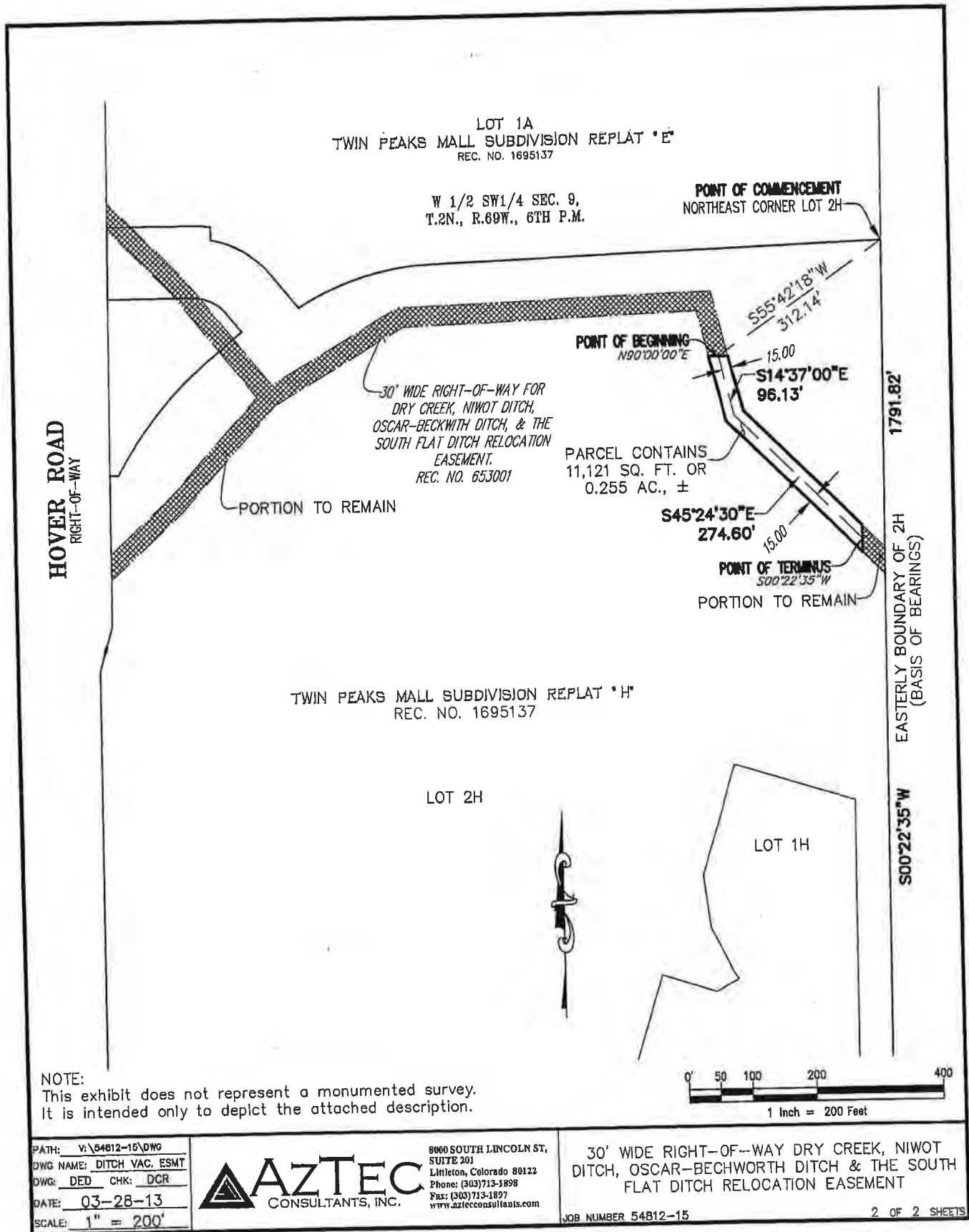
- 1) SOUTH 14°37'00" EAST, A DISTANCE OF 96.13 FEET;
- 2) SOUTH 45°24'30" EAST, A DISTANCE OF 274.60 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID EASEMENT TO BE VACATED ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY AT A LINE THAT BEARS NORTH 90°00'00" EAST AND PASSES THROUGHT THE POINT OF BEGINNING AND SOUTHERLY AT A LINE THAT BEARS SOUTH 00°22'35" WEST AND PASSES THROUGH THE POINT OF TERMINUS.

PARCEL CONTAINS 11,121 SQUARE FEET OR 0.255 ACRES, MORE OR LESS.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST, SUITE 201, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



**EXHIBIT B
TO
DITCH RELOCATION AGREEMENT**

LEGAL DESCRIPTION OF RELOCATED EASEMENT

(SEE ATTACHED)

EXHIBIT B
LEGAL DESCRIPTION
RELOCATED EASEMENT

A PARCEL OF LAND BEING A PORTION OF TWIN PEAKS MALL SUBDIVISION REPLAT "H", A SUBDIVISION PLAT FILED MAY 2, 1997 AT RECEPTION NUMBER 1695137 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF BOULDER, STATE OF COLORADO, SITUATED IN THE WEST 1/2 OF THE SW 1/4 OF SECTION 9, T2N, R69W OF THE 6TH P.M. IN THE CITY OF LONGMONT, SAID COUNTY AND STATE, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2H OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "H", CONSIDERING THE EASTERLY BOUNDARY OF SAID LOT 2H TO BEAR SOUTH 00°22'35" WEST, WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE; THENCE SOUTH 56°50'48" WEST, A DISTANCE OF 294.17 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF THAT 30.00 FOOT RIGHT-OF-WAY FOR DRY CREEK, NIWOT DITCH, OSCAR BECKWITH DITCH AND THE SOUTH FLAT DITCH RELOCATION EASEMENT AS DEPICTED ON THE TWIN PEAKS SUBDIVISION PLAT RECORDED OCTOBER 19, 1984 AT RECEPTION NUMBER 653001 IN THE OFFICE OF SAID CLERK AND RECORDER AND **THE POINT OF BEGINNING**;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 182.59 FEET;
THENCE SOUTH 31°15'46" EAST, A DISTANCE OF 81.22 FEET TO A LINE THAT IS PARALLEL WITH, MEASURED AT RIGHT ANGLES AND DISTANT 20.00 FEET WESTERLY FROM THE EAST LINE OF SAID LOT 2H;
THENCE ALONG SAID PARALLEL LINE SOUTH 00°22'35" WEST, A DISTANCE OF 225.14 FEET TO THE NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY AND SAID EASEMENT AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID EASEMENT TO BE DEDICATED ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY AT A LINE THAT BEARS SOUTH 14°37'00" EAST AND PASSES THROUGH THE POINT OF BEGINNING AND SOUTHERLY AT A LINE THAT BEARS SOUTH 45°24'30" EAST AND PASSES THROUGH THE POINT OF TERMINUS.

PARCEL CONTAINS 14,668 SQUARE FEET OR 0.337 ACRES, MORE OR LESS.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST, SUITE 201, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B

HOVER ROAD

RIGHT-OF-WAY

LOT 1A
TWIN PEAKS MALL SUBDIVISION REPLAT "E"
REC. NO. 1695137

W 1/2 SW1/4 SEC. 9,
T.2N., R.69W., 6TH P.M.

POINT OF COMMENCEMENT
NORTHEAST CORNER LOT 2H

POINT OF BEGINNING

S56°50'48"W
294.17'

30' WIDE RIGHT-OF-WAY FOR
DRY CREEK, NIWOT DITCH,
OSCAR-BECKWITH DITCH, & THE
SOUTH FLAT DITCH RELOCATION
EASEMENT.
REC. NO. 653001

PARCEL CONTAINS
14668 SQ. FT. OR
0.337 AC., ±

TWIN PEAKS MALL SUBDIVISION REPLAT "H"
REC. NO. 1695137

LOT 2H

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N90°00'00"E	182.59'
L2	S31°15'46"E	81.22'
L3	S00°22'35"W	225.14'

LOT 1H

1791.82'

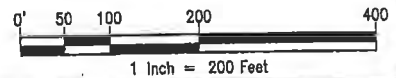
POINT OF TERMINUS

EASTERLY BOUNDARY OF 2H
(BASIS OF BEARINGS)

S00°22'35"W

NOTE:

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.



PATH: V:\54812-15\DWG
DWG NAME: DITCH DED. ESMT
DWS: DED CHK: DCR
DATE: 03-28-13
SCALE: 1" = 200'



8000 SOUTH LINCOLN ST,
SUITE 201
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

30' WIDE EASEMENT

JOB NUMBER 54812-15

2 OF 2 SHEETS

**EXHIBIT C
TO
DITCH RELOCATION AGREEMENT**

PLANS AND SPECIFICATIONS

(SEE ATTACHED)

COVER SHEET

PROJECT TEAM

OWNER/DEVELOPER
NAHNS Tree Plants, LLC
 2770 Council Tree Ave. Suite 230
 Fort Collins, Colorado 80625
 970.377.1133 voice
 Contact: Alon Gershoni

CIVIL ENGINEER
Redland
300 Lincoln Street, Suite 206
Littleton, Colorado 80122
720.283.6783 voice
Contact: Mark Cerviel, P.E.
web: markscerviel@aol.com

ARCHITECT
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Denver, Colorado 80202
303.297.3334 voice
Contact: Deanna Dailo

SURVEYOR
Arzac Consultants, Inc.
8300 Lincoln Street, Suite 201
Littleton, Colorado 80122
303.713.1898 voice
Contact Dale Rust: PJL

Landscape Architect
North Design
1101 Barnock Street
Denver, Colorado 80204
303.892.1168 voice
Contact: Brandi Hall



DATE	SOUTH PLANT DITCH COMPANY - ASSOCIATED AUTHORITY
DATE	INVEST DITCH COMPANY - DESIGNATED AUTHORITY
DATE	INVEST DITCH COMPANY - ASSOCIATED AUTHORITY
DATE	INVEST DITCH COMPANY - DESIGNATED AUTHORITY

Reviewed by
Brandon Effland, PE.
5/7/2014

INDEX OF DRAWINGS	
SHEET NO	DESCRIPTION
C1200	COVER SHEET
C1301	IRRIGATION DITCH PLAN AND PROFILE
C1302	DIVERSION DETAILS
C1303	DETAILS

EXISTING LEGEND

[illegible]

PROPOSED LEGEND

[illegible]

For more information, call 1-800-368-5868 or visit our website at www.3m.com.

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1

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727	STON 2244	INTERVIEW WITH GORDON	2	ADP 171
728	STON 2245	INTERVIEW WITH GORDON	6	ADP 172
729	STON 2246	INTERVIEW WITH GORDON	2	ADP 173
730	STON 2247	INTERVIEW WITH GORDON	2	ADP 174
731	STON 2248	INTERVIEW WITH GORDON	2	ADP 175
732	STON 2249	INTERVIEW WITH GORDON	2	ADP 176
733	STON 2250	INTERVIEW WITH GORDON	2	ADP 177
734	STON 2251	INTERVIEW WITH GORDON	2	ADP 178
735	STON 2252	INTERVIEW WITH GORDON	2	ADP 179
736	STON 2253	INTERVIEW WITH GORDON	2	ADP 180
737	STON 2254	INTERVIEW WITH GORDON	2	ADP 181
738	STON 2255	INTERVIEW WITH GORDON	2	ADP 182
739	STON 2256	INTERVIEW WITH GORDON	2	ADP 183
740	STON 2257	INTERVIEW WITH GORDON	2	ADP 184
741	STON 2258	INTERVIEW WITH GORDON	2	ADP 185
742	STON 2259	INTERVIEW WITH GORDON	2	ADP 186
743	STON 2260	INTERVIEW WITH GORDON	2	ADP 187
744	STON 2261	INTERVIEW WITH GORDON	2	ADP 188
745	STON 2262	INTERVIEW WITH GORDON	2	ADP 189
746	STON 2263	INTERVIEW WITH GORDON	2	ADP 190
747	STON 2264	INTERVIEW WITH GORDON	2	ADP 191
748	STON 2265	INTERVIEW WITH GORDON	2	ADP 192
749	STON 2266	INTERVIEW WITH GORDON	2	ADP 193
750	STON 2267	INTERVIEW WITH GORDON	2	ADP 194
751	STON 2268	INTERVIEW WITH GORDON	2	ADP 195
752	STON 2269	INTERVIEW WITH GORDON	2	ADP 196
753	STON 2270	INTERVIEW WITH GORDON	2	ADP 197
754	STON 2271	INTERVIEW WITH GORDON	2	ADP 198
755	STON 2272	INTERVIEW WITH GORDON	2	ADP 199
756	STON 2273	INTERVIEW WITH GORDON	2	ADP 200
757	STON 2274	INTERVIEW WITH GORDON	2	ADP 201
758	STON 2275	INTERVIEW WITH GORDON	2	ADP 202
759	STON 2276	INTERVIEW WITH GORDON	2	ADP 203
760	STON 2277	INTERVIEW WITH GORDON	2	ADP 204
761	STON 2278	INTERVIEW WITH GORDON	2	ADP 205
762	STON 2279	INTERVIEW WITH GORDON	2	ADP 206
763	STON 2280	INTERVIEW WITH GORDON	2	ADP 207
764	STON 2281	INTERVIEW WITH GORDON	2	ADP 208
765	STON 2282	INTERVIEW WITH GORDON	2	ADP 209
766	STON 2283	INTERVIEW WITH GORDON	2	ADP 210
767	STON 2284	INTERVIEW WITH GORDON	2	ADP 211
768	STON 2285	INTERVIEW WITH GORDON	2	ADP 212
769	STON 2286	INTERVIEW WITH GORDON	2	ADP 213
770	STON 2287	INTERVIEW WITH GORDON	2	ADP 214
771	STON 2288	INTERVIEW WITH GORDON	2	ADP 215
772	STON 2289	INTERVIEW WITH GORDON	2	ADP 216
773	STON 2290	INTERVIEW WITH GORDON	2	ADP 217
774	STON 2291	INTERVIEW WITH GORDON	2	ADP 218
775	STON 2292	INTERVIEW WITH GORDON	2	ADP 219
776	STON 2293	INTERVIEW WITH GORDON	2	ADP 220
777	STON 2294	INTERVIEW WITH GORDON	2	ADP 221
778	STON 2295	INTERVIEW WITH GORDON	2	ADP 222
779	STON 2296	INTERVIEW WITH GORDON	2	ADP 223
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781	STON 2298	INTERVIEW WITH GORDON	2	ADP 225
782	STON 2299	INTERVIEW WITH GORDON	2	ADP 226
783	STON 2300	INTERVIEW WITH GORDON	2	ADP 227
784	STON 2301	INTERVIEW WITH GORDON	2	ADP 228
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787	STON 2304	INTERVIEW WITH GORDON	2	ADP 231
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789	STON 2306	INTERVIEW WITH GORDON	2	ADP 233
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791	STON 2308	INTERVIEW WITH GORDON	2	ADP 235
792	STON 2309	INTERVIEW WITH GORDON	2	ADP 236
793	STON 2310	INTERVIEW WITH GORDON	2	ADP 237
794	STON 2311	INTERVIEW WITH GORDON	2	ADP 238
795	STON 2312	INTERVIEW WITH GORDON	2	ADP 239
796	STON 2313	INTERVIEW WITH GORDON	2	ADP 240
797	STON 2314	INTERVIEW WITH GORDON	2	ADP 241
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801	STON 2318	INTERVIEW WITH GORDON	2	ADP 245
802	STON 2319	INTERVIEW WITH GORDON	2	ADP 246
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808	STON 2325	INTERVIEW WITH GORDON	2	ADP 252
809	STON 2326	INTERVIEW WITH GORDON	2	ADP 253
810	STON 2327	INTERVIEW WITH GORDON	2	ADP 254
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830	STON 2347	INTERVIEW WITH GORDON	2	ADP 274
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878	STON 2395	INTERVIEW WITH GORDON	2	ADP 322
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884	STON 2401	INTERVIEW WITH GORDON	2	ADP 328
885	STON 2402	INTERVIEW WITH GORDON	2	ADP 329
886	STON 2403	INTERVIEW WITH GORDON	2	ADP 330
887	STON 2404	INTERVIEW WITH GORDON	2	ADP 331
888	STON 2405	INTERVIEW WITH GORDON	2	ADP 332
889	STON 2406	INTERVIEW WITH GORDON	2	ADP 333
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891	STON 2408	INTERVIEW WITH GORDON	2	ADP 335
892	STON 2409	INTERVIEW WITH GORDON	2	ADP 336
893	STON 2410	INTERVIEW WITH GORDON	2	ADP 337
894	STON 2411	INTERVIEW WITH GORDON	2	ADP 338
895	STON 2412	INTERVIEW WITH GORDON	2	ADP 339
896	STON 2413	INTERVIEW WITH GORDON	2	ADP 340
897	STON 2414	INTERVIEW WITH GORDON	2	ADP 341
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902	STON 2419	INTERVIEW WITH GORDON	2	ADP 346
903	STON 2420	INTERVIEW WITH GORDON	2	ADP 347
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905	STON 2422	INTERVIEW WITH GORDON	2	ADP 349
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907	STON 2424	INTERVIEW WITH GORDON	2	ADP 351
908	STON 2425	INTERVIEW WITH GORDON	2	ADP 352
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911	STON 2428	INTERVIEW WITH GORDON	2	ADP 355
912	STON 2429	INTERVIEW WITH GORDON	2	ADP 356
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922	STON 2439	INTERVIEW WITH GORDON	2	ADP 366
923	STON 2440	INTERVIEW WITH GORDON	2	ADP 367
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928	STON 2445	INTERVIEW WITH GORDON	2	ADP 372
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939	STON 2456	INTERVIEW WITH GORDON	2	ADP 383
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941	STON 2458	INTERVIEW WITH GORDON	2	ADP 385
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943	STON 2460	INTERVIEW WITH GORDON	2	ADP 387
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956	STON 2473	INTERVIEW WITH GORDON	2	ADP 400
957	STON 2474	INTERVIEW WITH GORDON	2	ADP 401
958	STON 2475	INTERVIEW WITH GORDON	2	ADP 402
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960	STON 2477	INTERVIEW WITH GORDON	2	ADP 404
961	STON 2478	INTERVIEW WITH GORDON	2	ADP 405
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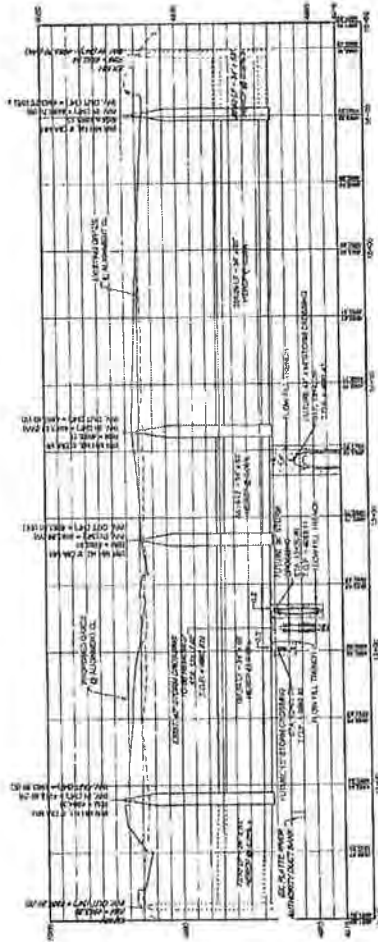
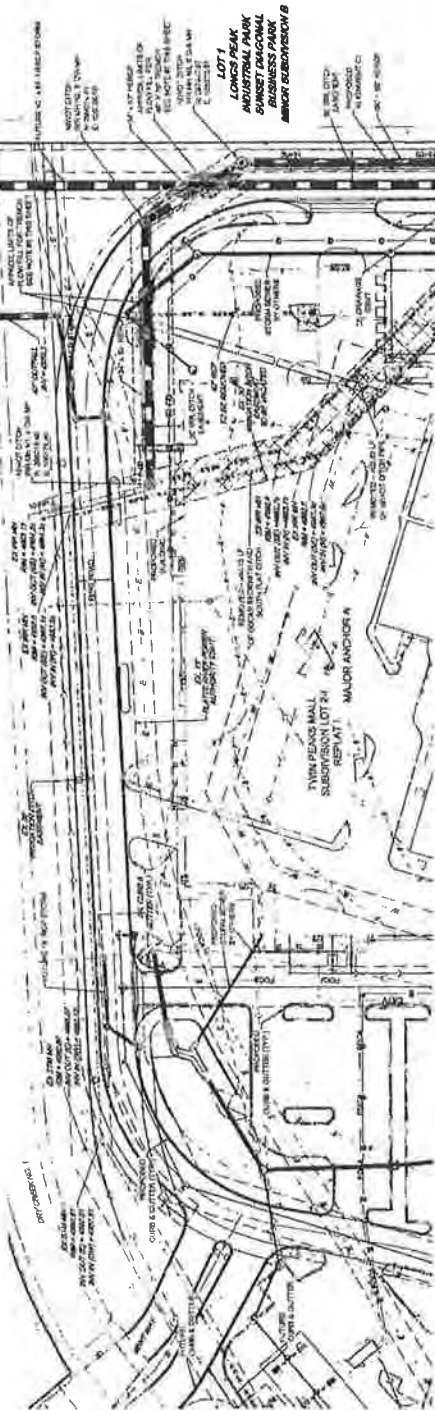
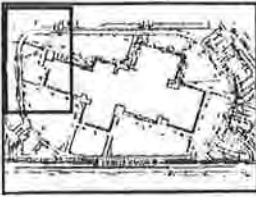
MENTS

COVER SHEET

INOVENOT

C1200

EXHIBIT C - PLANS AND SPECIFICATIONS



RELOCATED NIVOT DITCH PIPE PROFILE
H: 1" = 40'
V: 1" = 4'

LEGEND

[Symbol]	EXISTING SUBSANT
[Symbol]	TO BE WANTED
[Symbol]	PROPOSED BASEMENT
[Symbol]	TO BE CHANGED
[Symbol]	EXISTING WALL
[Symbol]	TO BE REMOVED



SCALE 1" = 47'



BRANDON EFFLAND, P.E.
Professional Engineer
No. 123456789
State of Colorado
Exp. 12/31/2024

REVISIONS

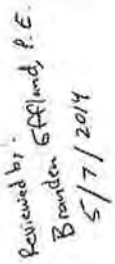
NO.	DATE	DESCRIPTION
1	5/7/2014	Initial Design
2	5/15/2014	Revised Design
3	5/22/2014	Final Design

TWIN PEAKS MALL REDEVELOPMENT
IRRIGATION CONSTRUCTION DOCUMENTS
PLAN AND PROFILE
COLORADO

C1201

REDLAND
2000 South Lincoln Street, Suite 100, Denver, CO 80202
Phone: (303) 555-1234
www.redland.com

DRY CREEK NO. 1



BRANCH NAME	DESCRIPTION
WILLIAMSON COUNTY GAS CONTROL POST	HAPPY JACK BRIDGE
DAVE IN CONCRETE	STANLEY HAPPY JACK BRIDGE LOCATED ON THE WESTERN SIDE OF THE N. 111 ST. NEAR → SOUTH OF COO ROAD
CL. 2.1.1	CL. 2.1.1

TWIN PEAKS MALL REDEVELOPMENT
IRRIGATION CONSTRUCTION DOCUMENTS

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Wholesale Food Products
8000 South Lincoln Street, #208, Dallas, TX 75217
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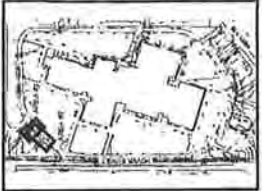
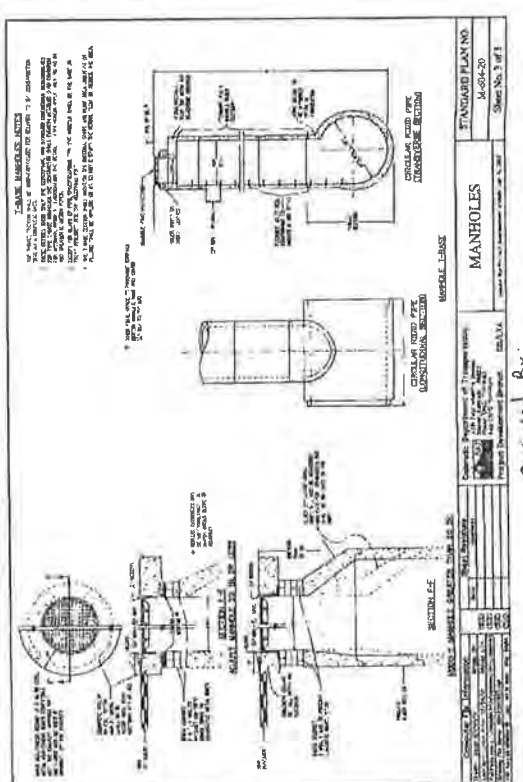
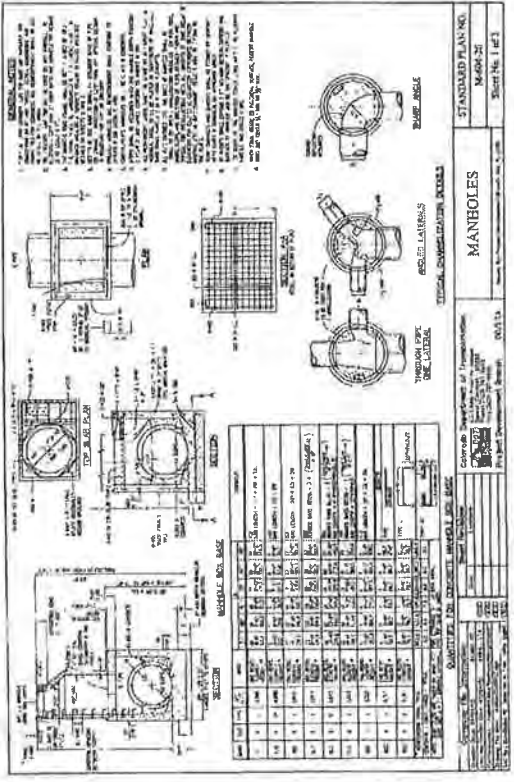
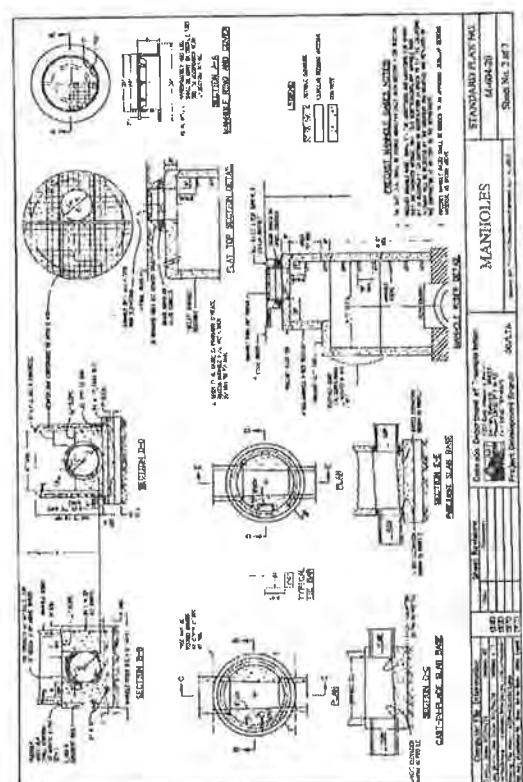
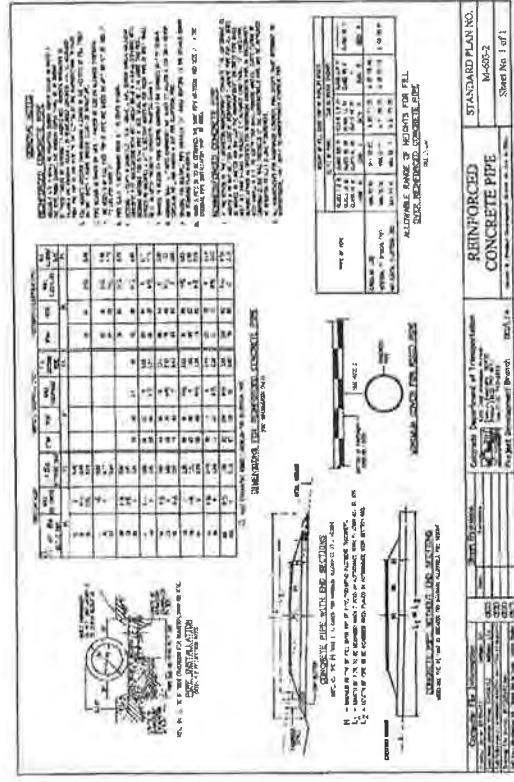
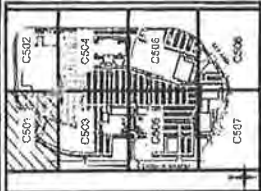
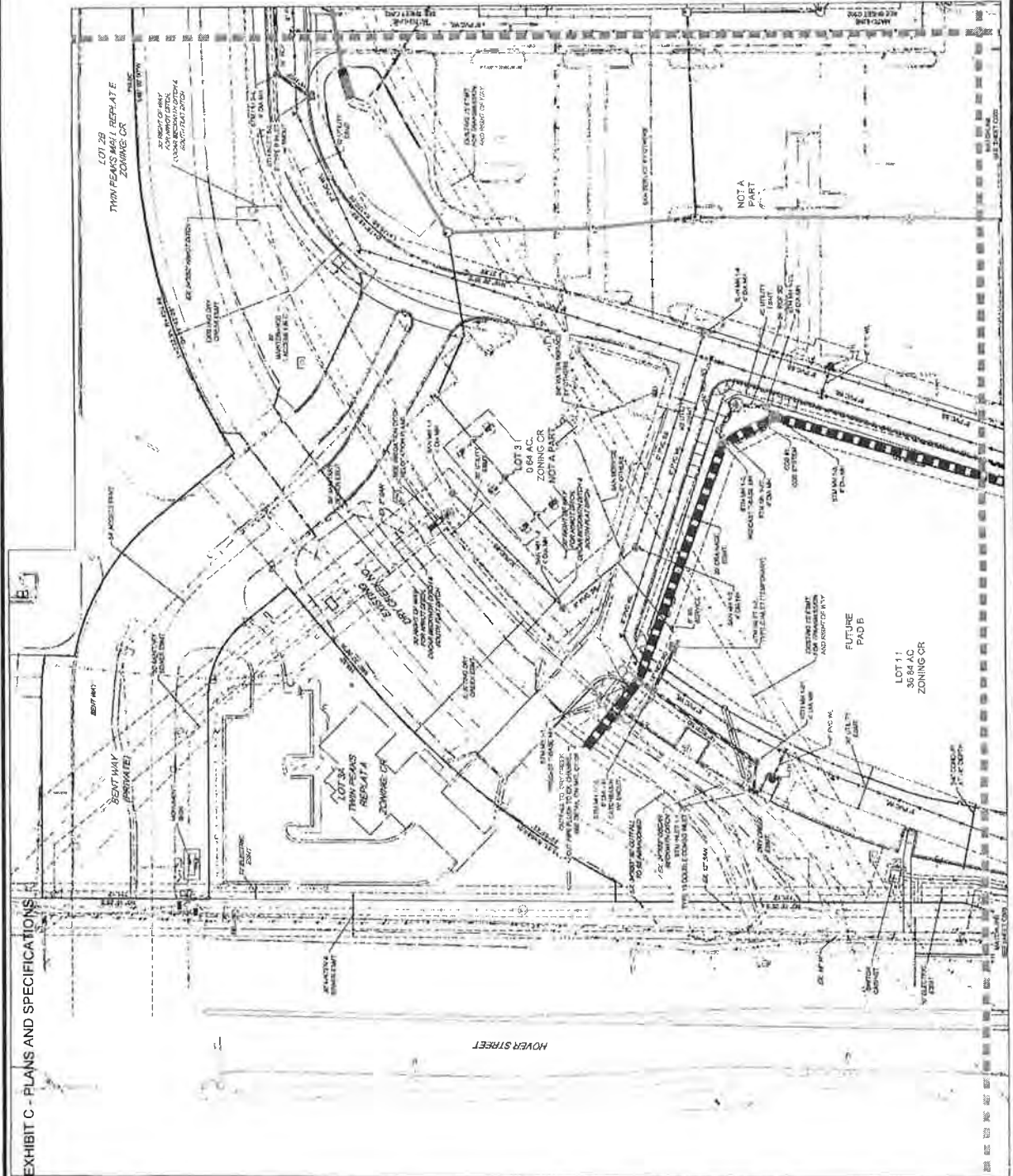


EXHIBIT C - PLANS AND SPECIFICATIONS



Revised By:
Brunden Efford, P.E.
4/7/2014

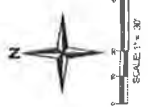
EXHIBIT C - PLANS AND SPECIFICATIONS



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NO.	DATE	DESCRIPTION
1	01/15/14	ISSUED FOR PERMIT
2	02/10/14	REVISED TO ADD UTILITY
3	03/10/14	REVISED TO ADD UTILITY
4	04/10/14	REVISED TO ADD UTILITY
5	05/10/14	REVISED TO ADD UTILITY
6	06/10/14	REVISED TO ADD UTILITY
7	07/10/14	REVISED TO ADD UTILITY
8	08/10/14	REVISED TO ADD UTILITY
9	09/10/14	REVISED TO ADD UTILITY
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29	05/10/16	REVISED TO ADD UTILITY
30	06/10/16	REVISED TO ADD UTILITY
31	07/10/16	REVISED TO ADD UTILITY
32	08/10/16	REVISED TO ADD UTILITY
33	09/10/16	REVISED TO ADD UTILITY
34	10/10/16	REVISED TO ADD UTILITY
35	11/10/16	REVISED TO ADD UTILITY
36	12/10/16	REVISED TO ADD UTILITY
37	01/10/17	REVISED TO ADD UTILITY
38	02/10/17	REVISED TO ADD UTILITY
39	03/10/17	REVISED TO ADD UTILITY
40	04/10/17	REVISED TO ADD UTILITY
41	05/10/17	REVISED TO ADD UTILITY
42	06/10/17	REVISED TO ADD UTILITY
43	07/10/17	REVISED TO ADD UTILITY
44	08/10/17	REVISED TO ADD UTILITY
45	09/10/17	REVISED TO ADD UTILITY
46	10/10/17	REVISED TO ADD UTILITY
47	11/10/17	REVISED TO ADD UTILITY
48	12/10/17	REVISED TO ADD UTILITY
49	01/10/18	REVISED TO ADD UTILITY
50	02/10/18	REVISED TO ADD UTILITY
51	03/10/18	REVISED TO ADD UTILITY
52	04/10/18	REVISED TO ADD UTILITY
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88	04/10/21	REVISED TO ADD UTILITY
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98	02/10/22	REVISED TO ADD UTILITY
99	03/10/22	REVISED TO ADD UTILITY
100	04/10/22	REVISED TO ADD UTILITY

UTILITY PLAN
PUBLIC IMPROVEMENT PLANS
VILLAGE AT THE PEAKS
LONGMONT
C501



Reviewed by:
Brandy Effland
5/17/2014

SECTION 31 20 00 - EARTH MOVING**PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Preparing subgrades for slabs-on-grade, walks and pavements.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase course and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices for earth moving specified in Division 01 Section "Unit Prices."

1.3 DEFINITIONS**A. Backfill:** Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.**C. Bedding Course:** Aggregate layer placed over the excavated subgrade in a trench before laying pipe.**D. Borrow Soil:** Satisfactory soil imported from off-site for use as fill or backfill.**E. Drainage Course:** Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.**F. Excavation:** Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
- I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.
- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698 and or ASTM D 1557.
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 REFERENCES

- A. Section 200, "Earthwork" of the Standard Specifications for Road and Bridge Construction, State of Colorado Department of Highways (CDOT Standard Specifications) current edition and all supplemental provisions thereto.
- B. Section 203, "Excavation and Embankment" of the Standard Specifications for Road and Bridge Construction, State of Colorado Department of Highways (CDOT Standard Specifications) current edition and all supplemental provisions thereto.

- C. City of Longmont's Engineering Regulations, Construction Specifications and Design Standards, latest edition.

1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Site Location.

1.7 GEOTECHNICAL INVESTIGATION REPORT

- A. The Owner employed a Geotechnical Engineer to investigate subsurface soil conditions on this site. Copies of the report are on file with the Owner's Representative, the Owner and bidding General Contractors.
- B. The "Geotechnical Engineering Investigation Proposed Twin Peaks Mall Redevelopment" prepared by Salem Engineering Group, Inc., dated February 28, 2014.

1.8 INSPECTION BY GEOTECHNICAL ENGINEER

- A. The Owner will employ a Geotechnical Engineer to perform all required tests of fill and of soil compaction and for observation of the earthwork.
- B. Contractor shall notify the Geotechnical Engineer prior to completion of each lift and phase of the work in order to permit him to make tests as required. Samples of all fill materials proposed for use shall be delivered to him at least five (5) days prior to the time that such materials are expected to be placed in the work.
- C. No materials shall be placed until receipt of written approval by Geotechnical Engineer of samples. All materials used shall be the same as those in the samples submitted.
- D. The Geotechnical Engineer shall be considered the Owner's Representative on the job during earthwork operations. Fill material which, in his opinion, does not meet the specification requirements shall be removed or otherwise corrected as he directs. Geotechnical Engineer to notify Owner's Representative immediately if Contractor is completing work not in accordance with the Geotechnical Report's recommendations.

1.9 APPROVAL BY GEOTECHNICAL ENGINEER: The Geotechnical Engineer to submit in writing to the Architect, "that the site and building pad have been prepared per the Contract Documents, and both site and building pad are approved by the Geotechnical Engineer".

1.10 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Utility Locator Service: Notify UNCC for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 31 Section "Site Clearing" are in place.
- E. Do not commence earth moving operations until plant-protection measures specified in Division 31 Section "Site Clearing" are in place.
- F. The following practices are prohibited within protection zones:
 1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. On-Site Material: All on-site fill material, if allowed by Geotechnical Report, shall be soil or soil-rock mixture which is free from debris, organic matter and other deleterious substance. It shall contain no rocks or lumps over two (2) inches in greatest dimension.
- C. Imported Fill Material
 1. All imported fill material shall meet the requirements of Paragraph 2.1 B. above and shall, in addition, be of granular nature with sufficient binder to form a firm and stable unyielding subgrade with a maximum particle size of two (2) inches, between 50 and 100 percent passing a No. 4 sieve, less than 30 percent passing a No. 200 sieve, a liquid limit less than 30 percent and a plasticity index less than 10 percent.
 2. Clay soils will not be acceptable.

3. All imported fill soil shall be non-expansive. Swell potential shall be less than 1% when compacted to 95% of maximum dry unit weight and at 2% below optimum moisture content (ASTM D698) and tested under a swell test surcharge of 500 pcf.
- D. Unsatisfactory Soils: Imported soils not meeting criteria for imported fill. On-site soils having claystone bedrock concentrations.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 1 to 3 percent of optimum moisture content at time of compaction.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; meeting CDOT Class 5 or 6 aggregate base coarse criteria.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Sand: ASTM C 33; fine aggregate.
- H. Subgrade Soils: In conformance with AASHTO A-2-4 and A-2-6 as defined by the Geotechnical Engineer.
- I. Impervious Fill: Gravel, sand and clay mixture capable of compacting to a dense state and providing a surface with relatively low permeability.
 1. All fill material shall be subject to approval of the Geotechnical Engineer. All approvals given by Geotechnical Engineer shall not relieve the Contractor of his responsibility to meet the requirements of these specifications and the recommendations of the Geotechnical Report.
 2. For approval of imported fill material, notify the Geotechnical Engineer at least four (4) working days in advance of intention to import material, designate the proposed borrow areas, and permit the Geotechnical Engineer to sample as necessary from the borrow area for the purpose of performing tests.
- J. Other Materials: All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the approval of the Geotechnical Engineer.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
 1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.
- B. Detectable Warning Tape: Install 6 inch wide detectable aluminum foil plastic indicating for buried utility below and installed, 12 to 18 inches below surface grade. Tape must be of color noted below and manufactured by Thortec or equal:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- C. Construction dewatering permit must be obtained from Colorado Department of Public Health and Environment.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION

- A. CDOT Subsection 203.04 shall include the following: The Contractor shall be responsible for the proper design, installation, use maintenance and removal of all materials and equipment necessary to properly brace trenches per the Occupational Safety and Health Administration, Publication 29 CFR Part 1926. The Contractor shall provide additional shoring or bracing measures in addition to the reference publication requirements as may be necessary to ensure the safety of the work area.
- B. Excavate for structures, conduits and pipes to elevations and dimensions shown. Extend excavation a sufficient distance from structure foundations to permit placing and removal of formwork, installation of materials, services, and inspection. Hand trim foundation

excavations to final grade just before concrete is placed. Remove loose, soft materials, and all organic matter.

- C. Excavate to lines and grades and within the tolerances specified. Remove rocks, boulders, and other obstructions, and dispose of legally, at no additional cost to the Owner.
- D. On cut banks, neatly trim to the required finish surface as the cut progresses. As an alternative, the Contractor may leave the cuts full and then finish grade by mechanical or hand equipment to produce the finish surfaces.
- E. Excavate for work indicated on drawings or specified in whatever material encountered. No extra will be paid for removal of rock, hardpan, or any other material.
- F. Earth excavation shall include the satisfactory removal and disposal of all materials encountered, regardless of the nature of the materials, the condition of the materials at the time they are excavated, or the manner in which they were excavated.
- G. All materials to be excavated shall be unclassified and shall include earth fills, gravels, and other materials encountered.
- H. Removal of unsuitable material shall be as directed by the Architect. The excavated area shall be backfilled to finished grade or subgrade with approved embankment material.

3.5 EMBANKMENT CONSTRUCTION

- A. CDOT Subsection 203.07 shall include the following: All material shall be compacted to a minimum of 95% maximum dry unit weight as determined by the Standard Proctor Test (ASTM D698).

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. PREPARATION

1. Trench excavation is unclassified. Complete all excavation regardless of the type of materials encountered. The Contractor shall make his own estimate of the kind and extent of the various materials which will be encountered in the excavation.
2. Trench Width:
 - a. Minimum width of unsheeted trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe, or as approved by the Architect. Minimum width of trenches for concrete encased ductbanks shall be sufficient to provide necessary clearance for the work and shall comply with all safety requirements. Sheet piling requirements shall be independent of trench widths.
 - b. The maximum width at the top of the trench will not be limited, except where excess width of excavation would cause damage to adjacent structures or property or where specifically shown on the Drawings.
 - c. When approved by the Architect, the Contractor may use pipe of greater strength or install a superior pipe bedding in lieu of maintaining the trench widths shown.
3. Grade: Excavate the trench to the lines and grades shown or as established by the Architect with proper allowance for pipe thickness and for pipe base or special bedding when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade at no additional cost to the owner, with gravel of the type specified for granular pipe base or as approved by the Architect. Place the gravel over the full width of trench in compacted layers not exceeding 6 inches deep to the established grade with allowance for pipe base or special bedding.
4. Shoring, Sheet piling and Bracing of Trenches: Sheet and brace the trench when necessary to prevent caving during excavation in unstable material, or to protect adjacent structures, property, workers, and the public. Increase trench widths accordingly by the thickness of the sheet piling. Maintain sheet piling in place until the pipe has been placed and backfilled at the pipe zone. Shoring and sheet piling shall be removed, as the backfilling is done, in a manner that will not damage the pipe or permit voids in the backfill. All sheet piling, shoring, and bracing of trenches shall conform to the safety requirements of Federal, State, or local public agency having jurisdiction and the Owner's Construction Safety Program. The most stringent of these requirements shall apply.
5. Removal of Water:
 - a. Remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of the pipe, and until the backfill at the pipe zone has been completed.
 - b. Dispose of the water in a manner to prevent damage to adjacent property. Drainage of trench water through the pipeline under construction is prohibited.
6. Handling and Discharge of Trench Water:
 - a. Non-Contaminated Water: The water shall be discharged according to the Federal, State, and local codes and regulations.
 - b. Potentially Contaminated Water: If there is any evidence of contamination in the water, based on olfactory and/or visual indications, all work in the area shall cease until potential risks are evaluated further, and the water shall be handled as a contaminated material until further sampling and analysis can be conducted.

7. Pipe Base and Pipe Zone Backfill:
 - a. Pipe Base: Place granular base for the full width of the trench. The top of the granular base shall be at flow line grade. Bed the pipe in the granular base so that the flow line is at the required grade and elevation. Place and finish the gravel base to grade ahead of the pipe laying operation. All work must conform to the City of Thornton's Standards and Specifications.
 - b. Pipe Zone Backfill: Backfill the pipe zone to 6 inches above the top outside of the pipe for the full width of the trench with backfill material conforming to granular pipe base, as specified herein before. Place in the trench in lifts not exceeding 6 inches in uncompacted thickness on both sides of the pipe. Pay particular attention to placing material on the underside of the pipe (the "haunch") to provide a solid backing and to prevent lateral movement during the final backfilling procedure. Compact each lift to a minimum of 95 percent of maximum density as determined by ASTM D698. Flow-fill material may be used in place of pipe zone backfill when approved by the Architect. If publicly owned, work must conform to jurisdictional authority's requirements.
8. Trench Backfill Above Pipe Zone:
 - a. When backfill is placed mechanically, push the backfill material onto the slope of the backfill previously placed and allow to slide down into the trench. Do not push backfill into the trench in such a way as to permit free fall of the material until at least 2 feet of properly placed and compacted cover is provided over the top of the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. If publicly owned, work must conform to jurisdictional authority's requirements.
 - b. Aggregate base backfill, above the pipe zone, shall be of approved or specified material in lifts not exceeding 8 inch loose depth. Compact each lift with mechanical vibrating or impact tampers to a minimum of 95 percent of maximum density as determined by AASHTO T180 and within 2 percent of optimum moisture content. If publicly owned, work must conform to jurisdictional authority's requirements.
 - c. Native material backfill and other cohesive soil backfill shall meet the following requirements:
 - 1) Material shall be moisture conditioned and then placed so that, when compacted, it forms a homogeneous mass free from lenses, pockets, streaks and layers of material differing substantially in texture, moisture content, and gradation.
 - 2) Backfill shall be placed in uniform horizontal layers (parallel to the finished surface) not exceeding 8 inches loose thickness when compacted with large equipment or not exceeding 6 inches loose thickness in areas compacted with hand-operated equipment, unless otherwise shown or specified.
 - 3) Each layer of backfill shall be compacted to 95 percent of maximum density as determined by ASTM D698 and within 2 percent of optimum moisture content.
 - 4) Native backfill materials, when approved by the Architect, shall be allowed under areas of pavements, walkways, roadways, and structural project elements.
9. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- B. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- C. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.8 PREPARATION OF SUBGRADE

- A. During unfavorable weather, the soil could approach or exceed the optimum moisture content, making it difficult or impossible to obtain proper compaction, therefore, do not place, spread or roll fill materials during unfavorable weather conditions, as determined by the Geotechnical Engineer.
- B. Do not resume operations until moisture content and fill density are satisfactory to the Geotechnical Engineer.
- C. Provide berms or channels to prevent flooding of subgrade. Promptly remove all water collecting in depressions.
- D. Where soil has been softened or eroded during the course of the work, remove all damaged areas and recompact as specified for fill and compaction.
- E. Provide, and maintain at all times during construction, ample means and devices with which to promptly remove and dispose of all water from every source entering the excavations or other parts of the work.
- F. Dewater by means noted in Section 31 23 19 which will ensure dry excavations and the preservation of the final lines and grades at bottoms of excavations.
- G. All debris, vegetation, and other perishable materials shall be removed from the job site. The area to be paved shall be rough graded to within plus or minus 0.10 feet and all excess material removed from the location of the work.
- H. Install drainage swale along entire length and width of property to keep surface water from running onto construction site. Drain by gravity or mechanical means.
- I. Areas inaccessible to power rollers or areas that cannot be compacted properly with power rollers shall be compacted with vibratory compactors, or other suitable mechanical means which produce a firm foundation for the pavement structure.
- J. Cut or fill side slopes shall not exceed 1.5H:1V, unless otherwise indicated on the drawings and approved by the local building authority.

- K. Keep earth under footings and slabs dry and free from frost. Should bearing surfaces be softened by water or frost, re-excavate to solid bearing and fill with concrete or compacted gravel at no additional cost to the Owner.
- L. Unsuitable material is defined as material the Geotechnical Engineer determines to be:
 - 1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
 - 2. Too wet to be properly compacted, and circumstances prevent suitable in-place drying prior to incorporation into the work; or
 - 3. Otherwise unsuitable for the planned use.
- M. Unsuitable materials encountered in the subgrade shall be removed as directed by the Architect. The excavated area shall be backfilled and compacted with approved material.
- N. Any removal of Unsuitable Material encountered in the subgrade and not authorized by the Architect will be considered Unauthorized Excavation.
- O. Owner reserves right to order soil compaction tests made to verify that fill compaction is adequate and meets specified levels. The decision of the Geotechnical Engineer in disputed cases shall be final and the Contractor shall be responsible for remedial measures required, at no additional cost to the Owner.

3.9 UNSUITABLE MATERIAL

- A. Unsuitable material is defined as material the Geotechnical Engineer determines to be:
 - 1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
 - 2. Too wet to be properly compacted, and circumstances prevent suitable in-place drying prior to incorporation into the work; or
 - 3. Otherwise unsuitable for the planned use.
- B. Unsuitable materials encountered in the subgrade shall be removed as directed by the Architect. The excavated area shall be backfilled and compacted with approved material.
- C. Any removal of Unsuitable Material encountered in the subgrade and not authorized by the Architect will be considered Unauthorized Excavation.
- D. Owner reserves right to order soil compaction tests made to verify that fill compaction is adequate and meets specified levels. The decision of the Geotechnical Engineer in disputed cases shall be final and the Contractor shall be responsible for remedial measures required, at no additional cost to the Owner.

3.10 SUBGRADE INSPECTION

- A. Notify Geotechnical Engineer when excavations have reached required subgrade.
- B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.11 PROOF ROLLING

- A. Proof rolling of the subgrade shall be required. Proof rolling shall be done in accordance with CDOT Section 203.09. Proof roll should be conducted with a loaded tandem-axle dump truck or similar pneumatic-tired equipment with a minimum weight of 15 tons and maximum weight of 25 tons.
- B. Where unsuitable material is encountered, the Geotechnical Engineer may require the Contractor to remove the unsuitable materials and backfill to the finished grade with approved material. All unsuitable material shall be disposed of as directed.

3.12 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Geotechnical Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Geotechnical Engineer.

3.13 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.14 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.15 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete".
- D. Backfill voids with satisfactory soil while removing shoring and bracing.
- E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.16 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use satisfactory soil material.
 - 4. Under building slabs, use satisfactory soil material.
 - 5. Under footings and foundations, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.17 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction. Sand fill soils shall be moisture conditioned to between 2% above to 2% below optimum moisture content. Clay fill soils shall be moisture conditioned to a range of optimum moisture content to 4% above optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.18 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.19 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1/2 inch.
 3. Pavements: Plus or minus 1/2 inch.

3.20 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 1. Place base course material over subbase course under hot-mix asphalt pavement. Base Course should be placed in uniform lifts not exceeding 8 inches in loose thickness and compacted to 95% of the maximum dry density at moisture contents within 3 percent of the optimum as evaluated by ASTM D1557/ AASHTO T-180, the "modified Proctor".

Base course shall conform to CDOT requirements for Class 6 aggregate base course per Table 703-2 and constriction methods conforming to Section 304 of the CDOT Standard Specifications.

2. Shape subbase course and base course to required crown elevations and cross-slope grades.
3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 for soils classifying between A-3 and A-7-6 and ASTM D 1557 for soils classifying between A-1 and A-2-6.

3.21 Not Used

3.22 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified Geotechnical Engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.23 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.24 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Place soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 33 40 00 - STORM DRAINAGE UTILITIES**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Cleanouts.
 - 3. Drains.
 - 4. Manholes.
 - 5. Catch basins.
 - 6. Stormwater inlets.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
 - 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
 - 2. Catch basins and stormwater inlets: Include plans, elevations, sections, details, frames, covers, and grates.
- C. Field quality-control reports.

1.3 QUALITY ASSURANCE

- A. Provide at least one (1) person who shall be present at all times during execution of this portion of the work, be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this section.
- B. Comply with the applicable provisions of the City of Longmont's Public Improvements Design Standards and Construction Specifications, current edition.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic catch basins, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle catch basins stormwater inlets according to manufacturer's written rigging instructions.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
1. Notify Owner no fewer than two days in advance of proposed interruption of service.
 2. Do not proceed with interruption of service without Owner's written permission.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

- A. PVC Piping:
1. Pipe and Fittings: PVC pipes shall conform to: ASTM D3034 SDR 35 for sizes 8 inches to 15 inches in diameter.
 2. Gaskets: ASTM F 477, elastomeric seals.
 3. Perforated Pipe meeting: ASTM D2729

2.2 Concrete Pipe and Fittings:

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76.
1. Bell-and-spigot or tongue-and-groove ends and gasketed joints with ASTM C 443 rubber gaskets.
 2. Class: Class III unless otherwise specified.

2.3 CLEANOUTS

- A. Plastic Cleanouts:
1. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Canplas LLC.
 - b. IPS Corporation.
 - c. NDS Inc.
 - d. Plastic Oddities; a division of Diverse Corporate Technologies, Inc.
 - e. Sioux Chief Manufacturing Company, Inc.
 - f. Zurn Light Commercial Products Operation; Zurn Plumbing Products Group.
 2. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.4 MANHOLES

- A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478 precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Diameter: 48 inches minimum unless otherwise indicated.

2.5 STORMWATER INLETS

- A. Curb Inlets: Made with vertical curb opening, of materials and dimensions according to Colorado Department of Transportation's (CDOT's) standards.
- B. Inlets: Made of materials and dimensions according to CDOT's standards. Include heavy-duty frames and grates.
- C. Frames and Grates: Heavy duty, H-20 rated according to CDOT's standards.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 31 20 00 "Earth Moving".

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.

3.3 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.

2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.
3. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic service areas.

B. Set cleanout frames and covers in earth in cast-in-place concrete block.

C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.4 DRAIN INSTALLATION

A. Install type of drains in locations indicated.

1. Use Light-Duty, top-loading classification drains in earth or unpaved foot-traffic areas.
2. Use Medium-Duty, top-loading classification drains in paved foot areas.
3. Use Heavy-Duty, top-loading classification drains in vehicle-traffic service areas.

B. Embed drains in 4-inch minimum concrete around bottom and sides.

C. Fasten grates to drains if indicated.

D. Set drain frames and covers with tops flush with pavement surface.

E. Assemble trench sections with flanged joints.

3.5 INLET INSTALLATION

A. Construct inlets to sizes and shapes indicated.

B. Set frames and grates to elevations indicated.

3.6 IDENTIFICATION

A. Materials and their installation are specified in Section 31 20 00 "Earth Moving". Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.

1. Use detectable warning tape over ferrous piping.
2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.7 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Geotechnical Engineer to inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.8 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with water.

END OF SECTION

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**EXHIBIT D
TO
DITCH RELOCATION AGREEMENT
DEERE & AULT LETTERS OF APPROVAL**

(SEE ATTACHED)

DEERE & AULT
CONSULTANTS, INC.

April 26, 2013

Mr. Kevin Boden
City of Longmont Public Works and Natural Resources Dept.
1100 S. Sherman St.
Longmont, CO 80501

Mr. Rick Ring
Saint Vrain Valley School District
Chief Operations Officer
395 S. Pratt Parkway
Longmont, CO 80501

Re: Twin Peaks Mall Redevelopment –Oscar Beckwith Ditch Realignment

Dear Mr. Boden and Mr. Ring:

I have reviewed construction documents provided by Redland Consulting Group (Redland) for the relocation of a portion of the Oscar Beckwith Ditch that is currently conveyed under the northeast corner of the Twin Peaks Mall parking lot in a 34-inch by 53-inch horizontal elliptical reinforced concrete pipe (HERCP). Redland has revised the plans pursuant to comments I made in a March 1, 2013 letter as well as additional comments documented in an April 18, 2013 email. The most recently reviewed plans are dated April 22, 2013 and are attached hereto.

As part of the redevelopment plan at the Twin Peaks Mall, the developer is requesting to move a portion of the existing Oscar Beckwith Ditch in order to accommodate a new building. The plans propose to remove approximately 485 feet of the existing Oscar Beckwith pipe and realign the ditch to accommodate the new building. The realignment will be approximately 603 feet in length which increases the length of the piped ditch by 118 feet. The plans propose replacing the removed Oscar Beckwith pipe using new, identically sized, 34-inch by 53-inch HERCP. The realignment will require the installation of five 8-ft diameter manholes (i.e., 1 replacement, 1 relocation, and 3 additional).

The construction plans note that the existing 30-ft irrigation ditch easement for the existing alignment of the Oscar Beckwith Ditch, as well as the neighboring Niwot Ditch pipe, will be vacated and a new 30-ft easement will be granted for the revised alignment. I have not reviewed the specifics of the relocated easement and therefore recommend that the Oscar Beckwith's legal counsel review the easement relocation for its completeness and adequacy.

Mr. Kevin Boden & Mr. Rick Ring
April 26, 2013
Page 2

The applicant's engineer has adequately addressed all comments and concerns that have arisen during my engineering review process. I believe that the proposed development of the project as reviewed will not negatively impact the Oscar Beckwith Ditch and recommend it for approval.

If you have any questions regarding this review, please do not hesitate to call.

Sincerely,

DEERE & AULT CONSULTANTS, INC.

A handwritten signature in dark ink, appearing to read "Branden B. Effland". The signature is fluid and cursive, with the first name "Branden" and last name "Effland" clearly distinguishable.

Branden B. Effland, P.E.
Water Resources Engineer

BBE:be

Enclosures

Cc: Eve Canfield – Lyons Gaddis Kahn & Hall, PC (w\ enclosures)
Mark Cevaal - Redland Consulting Group (via email & w\o enclosures)

DEERE & AULT
CONSULTANTS, INC.

May 7, 2014

Mr. Kevin Boden
City of Longmont Public Works and Natural Resources Dept.
1100 S. Sherman St.
Longmont, CO 80501

**Re: Twin Peaks Mall Redevelopment –Niwot Ditch Realignment; May 7th Revised Plans
Recommendation for Approval**

Dear Mr. Boden:

Subsequent to my February 12, 2014 letter recommending the approval of the construction plans for the proposed realignment and combining of the Niwot and Oscar Beckwith ditches through the redeveloped Twin Peaks Mall parking lot, the developer and engineer revised the construction plans to include a new 60" RCP storm sewer crossing of an existing section of the Oscar Beckwith Ditch pipe (24" x 38" HERCP) located upstream of the proposed joining of the two ditches (see Sheet C501). The revised plans, prepared by Redland Consulting Group (Redland) and dated May 7, 2014, are attached hereto.

The revised plans do not include any revisions pertinent to the Niwot Ditch Company and therefore it is still my opinion that the proposed project, built according to the May 7, 2014 plan set, will not negatively impact the Niwot Ditch and recommend it for approval.

If you have any questions regarding this recommendation, please do not hesitate to call.

Sincerely,

DEERE & AULT CONSULTANTS, INC.



Branden B. Effland, P.E.
Project Manager

BBE:be

Enclosures

Cc: Robin Engen – Niwot Ditch Company (w\ enclosures)
Eve Canfield – Lyons Gaddis Kahn & Hall, PC (w\ enclosures)

**EXHIBIT E
TO
DITCH RELOCATION AGREEMENT**

FORM OF EASEMENT RELOCATION AGREEMENT

THIS EASEMENT RELOCATION AGREEMENT is made this _____ day of _____, 20 ____, by and between NIWOT DITCH COMPANY ("Niwot"), a Colorado mutual ditch company; the CITY OF LONGMONT and SAINT VRAIN VALLEY SCHOOL DISTRICT, as the owners of the OSCAR BECKWITH DITCH (together referred to as "Beckwith"); and the SOUTH FLAT DITCH COMPANY ("South Flat"), a Colorado mutual ditch company and NMMS TWIN PEAKS, LLC, a foreign limited liability company of California, ("Landowner"), for good and valuable consideration, the receipt of which is hereby acknowledged. The Niwot, Beckwith and South Flat are collectively referred to as the as "Ditch Companies."

RECITALS

WHEREAS, the Niwot, Beckwith, and South Flat Ditch Companies entered into Easement Agreements on December 4, 1984 and December 11, 1984; reception numbers 680865 and 680866, respectively (collectively, the "Existing Easement Agreements");

WHEREAS, the Landowner desires to relocate the easements described in the Existing Easement Agreements in connection with Landowner's re-development of that certain real property commonly known as the Twin Peaks Mall in Longmont, Colorado, legally described as follows ("Property"): Lot 2H, Twin Peaks Mall Subdivision Replat "H", recorded at Reception No. 1695137, County of Boulder, State of Colorado;

WHEREAS, the Landowner and the Ditch Companies have entered into that certain Ditch Relocation Agreement dated _____, 2014 ("Ditch Relocation Agreement") with respect to the relocation of such easements; and

WHEREAS, the Ditch Companies, without intending to abandon or vacate the easements, are amenable to the relocation of such easements, as more fully herein provided.

AGREEMENT

1. The Existing Easement Agreements are hereby amended to relocate the easements described therein from the current location thereof described in Exhibit 1 attached hereto to the new location described in Exhibit 2 attached hereto.

2. Heretofore, the easements shall no longer be located at the location described in the Existing Easement Agreements, and such relocated portions of the easement areas described in the Existing Easement Agreements shall no longer be encumbered by and subject to the Existing Easement Agreements.
3. This relocation does not constitute an abandonment or vacation of the easements.
4. In addition to those terms hereinabove set forth, the Ditch Relocation Agreement contains terms, covenants and conditions which affect the Property, and notice is hereby given that reference should be made to the Ditch Relocation Agreement directly with respect to the details of such terms, covenants and conditions.
5. None of the terms or conditions in this Easement Relocation Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Ditch Companies and Landowner receiving services or benefits under this Easement Relocation Agreement shall be only an incidental beneficiary.
6. No waiver of any breach or default under this Easement Relocation Agreement shall be a waiver of any other or subsequent breach or default.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement to Relocate Easement as of the date first above written.

LANDOWNER:

NMMS TWIN PEAKS, LLC,
a California limited liability company

By: NewMark Merrill Mountain States, LLC,
a Colorado limited liability company,
its Manager

By: NewMark Merrill Companies, LLC,
a California limited liability company,
its Manager

By: Sigal Investments, LLC,
a California limited liability company,
its Manager

By: _____
Sanford D. Sigal, Manager

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF LONGMONT:

By: _____
Owner – Oscar Beckwith; Director of Public Works
and Natural Resources

APPROVED AS TO FORM:

Assistant City Attorney

NIWOT DITCH COMPANY

Kevin Boden, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2014, by Kevin Boden as President of the Niwot Ditch Company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

ST. VRAIN VALLEY SCHOOL DISTRICT

Owner - Oscar Beckwith Ditch

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2014, by _____

Witness my hand and official seal.

My commission expires: _____.

Notary Public

SOUTH FLAT DITCH COMPANY

Don Kammerzell, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2014, by Don Kammerzell as President of the South Flat Ditch Company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

**EXHIBIT 1
TO
EASEMENT RELOCATION AGREEMENT**

Existing Location of Easements

[to be inserted]

**EXHIBIT 2
TO
EASEMENT RELOCATION AGREEMENT**

New Location of Easements

[to be inserted]

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Exhibit JQ-E – Schedule of Student Fees

RECOMMENDATION

That the Board of Education approve revisions to Board Exhibit JQ-E – Schedule of Student Fees.

BACKGROUND

Recommendations for fees to be charged for various courses provided within the District are suggested by building administrators annually. These fees are to be used for consumable products necessary for the success of the students enrolled in those particular courses.

STRATEGIC PLAN CORRELATION

Focus Areas – All
Category - All

Schedule of Student Fees (20134-145)

Elementary Level

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A District-wide common supply list will be provided to the parent. Schools may not request students to bring supplies to the class to be “pooled” or for shared use by the other students. Donations voluntarily shared will be considered optional.

Elementary Schools

Course/Fee Description	Cost	Purpose
Materials Fee	\$10	School-specific, hard-to-find consumable items, and non-standard classroom materials
100 Mile Club	\$10 (Not required)	Students are not required to participate in the 100 Mile Club. If they choose to participate, this yearly cost will pay for an incentive package.

Middle and High School Levels and Career Development Center

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A District-wide common supply list will be provided to the parent. Schools may not request students to bring supplies to the class to be “pooled” or for shared use by other students. Donations voluntarily shared will be considered optional.

Middle Schools

Course/Fee Description	Cost	Purpose
Technology Related Courses	\$15	Supplies & Materials
Art Related Courses	\$10	Supplies & Materials
Athletics	\$55 Per Sport (Optional)	Intramurals
Foreign Language Courses	\$12	Workbooks
Mathematics Related Courses	\$10	Workbooks
Music-Related Courses	\$20	Supplies & Materials Parts Replacement
Family & Consumer Science	\$20	Supplies & Materials
Physical Education	\$15	Uniforms
Picture ID Replacement Fee	\$5	ID Replacement Fee (Original ID is Free)
Science	\$10	Supplies & Materials,

		Lab Fees (Consumable Experiment Items)
1:1 Technology Insurance	\$35 full year, \$17.50 semester	Optional Insurance Fee
Planners	\$7	Assignment Notebooks

High Schools

**Advanced Placement (AP), International Baccalaureate (IB), STEM and other focus program courses may incur additional costs that will vary.

Course/Fee Description	Cost	Purpose
Activities *Cheerleading *Forensics	\$30 Per Year (Optional) \$120 Per Year (Optional)	Participation Participation
Activity Passes	Varies (Student, Single, Family Passes) (Optional)	Entry To Events
Applied Technology-Related Courses	Actual Costs Not To Exceed \$20	Supplies & Materials
Art-Related Courses	Actual Costs Not To Exceed \$30 Exception: Photography Actual Costs Not To Exceed \$40	Supplies & Materials Supplies & Materials
Athletics *1 st and 2 nd Sport *3 rd Sport	\$ 150 Each \$ 120 Each Exception: \$ 500 Family Maximum (Optional)	Participation Participation Participation
Business-Related Courses	Actual Costs Not To Exceed \$ 20	Workbooks & Materials
Consumer & Family Studies	Actual Costs Not To Exceed \$20	Supplies & Materials
Foreign Language Courses	Actual Costs Not To Exceed \$30	Workbooks
Graduation-Related Fees	Actual Costs (Optional)	Various Items
Industrial Technology Related Courses	Actual Costs Not To Exceed \$15	Supplies & Materials
Laptop Fee (Skyline HS only)	\$75 Non-Refundable	Use and Maintenance
Mathematics-Related Courses	Actual Costs Not To Exceed \$10	Supplies & Materials
Multi-Media Design	Actual Costs Not to Exceed \$5	Supplies & Materials
Music-Related Courses	Actual Cost - Varies Actual Costs Not To Exceed \$20 Exception: Guitar 1 & 2 Not To Exceed Actual Costs Marching Band Fee Not to Exceed \$50	Attire For Performing Groups (I.E. Concert Attire) Uniform Rentals (I.E. Band Uniforms) Workbook And Supplies Entry Fees, Transportation, Colorguard Costs

Course/Fee Description	Cost	Purpose
On-line Learning	\$50 - Refunded when course completed with grade of B or higher	Help offset District cost of \$200.00 per course
Parking Fees	Not To Exceed \$5 (Optional)	Decals, Admin Costs
Physical Education	Actual Costs Not to Exceed \$6.50 (Refundable) Exception: In-Line Skating- Actual Costs Not To Exceed \$25 Student Athletic Training Class \$10 Coaching/Officiating Class \$10	P.E. Lock Replacement Parts CPR/First Aid Card CPR/First Aid Card
Picture ID Replacement Fee	\$4	ID Replacement Fee (Original ID is free)
Science-Related Courses	Actual Costs Not To Exceed \$10	Supplies, Materials, Workbooks
Student Council	\$10.00	Shirts
Testing-Related Costs (i.e., AP, Plan, SAT, ACT, Explore, PSAT)	Actual Costs (Optional)	Materials And Administration
1:1 Technology Insurance	\$35 full year, \$17.50 semester	Optional Insurance Fee
Transcripts	\$2	Processing Fee

Career Development Center

Course/Fee Description	Cost	Purpose
Accounting	\$30	Supplies & Materials
Accounting: Advanced	\$30	Supplies & Materials
Agricultural Science	\$25	Supplies & Materials
Auto-Beginning	\$20 (+\$5 if safety glasses needed)	Supplies & Materials
Auto-Steering & Suspension	\$20 (+\$5 if safety glasses needed)	Supplies & Materials
Auto-Basic Electrical	\$20 (+\$5 if safety glasses needed)	Supplies & Materials
Auto-Engine Repair	\$20 (+\$5 if safety glasses needed)	Supplies & Materials
Auto-Engine Performance	\$20 (+\$5 if safety glasses needed)	Supplies & Materials
Multi-Media	\$40	Supplies & Materials
Cosmetology	\$400 Manicuring Kit \$550 Hairstyling Kit	Program Kit Program Kit, Lab Fee
Culinary Arts (Restaurant Careers) First Year Second Year Third Year	\$50 \$70 \$35	Student Kit Student Kit Student Kit (If equip. from first year already)

Course/Fee Description	Cost	Purpose
		purchased – if not, total cost from year 1 & 2 also needed)
Dental Assisting	\$35	Supplies & Materials Dental Convention-CPR
Dental/Medical Secretary	\$26	Supplies & Materials
Early Childhood	\$55	Supplies, FCCLA Activities, CPR/First Aid Training
Emergency Response	\$45	Supplies & Materials, CPR
Engineering Technology	\$80	Supplies & Materials
Med Prep	\$50	Supplies & Materials, CPR
Late Nursery Fee	\$10	Child Care
Nursery Fee	\$35	Child Care
Nursing Assistant	\$50	Supplies & Materials, CPR
Plant & Environmental Tech/Horticulture	\$25	Supplies & Materials
Stage Technology	\$25	Supplies & Materials
Welding	\$20	Supplies & Materials

The Board may approve fees recommended by the Superintendent as tuition for programs offered during that period of the calendar year not embraced within the regular school year.

Adopted March 12, 2003
Revised December 10, 2003
Revised January 14, 2004
Revised December 8, 2004
Revised January 26, 2005
Revised December 14, 2005
Revised December 13, 2006
Revised January 23, 2008
Revised February 11, 2009
Revised September 9, 2009
Revised February 10, 2010
Revised March 9, 2011
Revised May 9, 2012
Revised April 10, 2013
Revised December 11, 2013

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Introduction, Board Policy/Regulation/Exhibit EBCB – Safety Drills and Exercises, EBCB-R – Safety Drills, and new Board Exhibit EBCB-E – Record of Fire Evacuation Drill

PURPOSE

For the Board of Education to review changes to Board Policy/Regulation/Exhibit EBCB – Safety Drills and Exercises, EBCB-R – Safety Drills, and to review new Board Exhibit EBCB-E – Record of Fire Evacuation Drill.

BACKGROUND

Revisions to these policies are necessary due to alignment with current practice, procedure, and applicable statutes and have been reviewed by District administration.

STRATEGIC PLAN CORRELATION

Focus Area – Well Being

Safety Drills and Exercises

Safety drills shall be scheduled by the principal each month during the school year. The purpose of the drills is to train students under staff direction to respond safely, quickly and quietly to a variety of hazards including weather, natural and man-made hazards. The following drills will involve all school staff and students, unless otherwise specified:

<u>Type of Drill</u>	<u>Intervals</u>
Fire	Monthly – <u>The first fire drill shall be conducted within the first 10 days of the beginning of the school year.</u>
Off-site Evacuation	Once every three years <i>In between years: The School Safety Committee will visit the Parent Reunification site and will review procedures and duties with all school staff.</i>
Tornado <u>Shelter in Place</u>	Twice in a school year (Sometimes referred to as “Shelter-in-place” drill.)
Lock Down	Twice in a school year (Sometimes referred to as “hard” lockdown.)
Lock Out	Once in a school year <i>Lock out is defined as doors are locked but business as usual continues inside the building. No one may come in or out of the building. (Sometimes referred to as “soft” lockdown.)</i>

At least twice each year, the School Safety Committee will review procedures and ensure that these required drills are conducted.

Furthermore, in accordance with the School Response Framework statute C.R.S. 22-32-109.1 (4):

To the extent possible, each public school shall create an all-hazard exercise program based on NIMS (National Incident Management System) and shall conduct tabletop exercises and other exercises in collaboration with community partners from multiple disciplines and, if possible, multiple jurisdictions to practice and assess preparedness.

To the extent possible, each public school, in collaboration with its school district, shall hold coordinated exercises among school employees and community partners including at a minimum:

- Orientation meetings to inform all parties about emergency operation plans and procedures
- Drills, in addition to annual fire drills, to improve individual and student emergency procedures

- Tabletop exercises to discuss and identify roles and responsibilities in different scenarios

Each public school shall conduct a written evaluation following the exercises and certain incidents as identified by the school or school district and identify and address lessons learned and corrective actions in updating response plans and procedures.

Adopted May 23, 1984
Revised January 13, 2010

St. Vrain Valley School District RE-1J, Longmont, Colorado

Safety Drills

Orientation programs for employees and students must include instruction in the school emergency plan, the Standard Response Protocol, Safe2Tell, and the use of emergency equipment. Particular attention will be given to:

1. How to ~~turn in a fire alarm~~ activate a fire alarm
2. Where the nearest fire extinguisher is located for each classroom
3. ~~Where the nearest fire alarm box or station is located for each classroom~~ A classroom review of primary and secondary evacuation routes
4. The proper use of the red and green cards for student and staff accountability
5. The response requirements for a Lockdown and a Lockout
6. The response requirements for sheltering in place for a tornado and for a hazardous material contamination
4. ~~The usual exits, line of travel or emergency procedure that students will be expected to follow in case of fire, earthquake, civil defense or other emergency for every classroom~~
5. ~~The alternate exits, line of travel or emergency procedure which students will be expected to follow in case the usual exit and line of travel are blocked~~
6. ~~Where first aid supplies are located and where other equipment (such as stretchers or cots) is kept~~

Back to school orientation programs shall be conducted, to extent possible, to educate parents on the Standard Response Protocol, Safe2Tell and school safety protocols.

Emergency evacuation maps, provided by the District, and the Standard Response Protocol, in English and Spanish, will be posted near the interior classroom door in every classroom. exit information will be posted in each room. Such information will be printed clearly in large letters on a card posted next to the corridor of the room.

~~Sufficient fire drills will be held during the first two weeks of each school term to satisfy the principal that students and employees thoroughly understand the proper procedures and evacuation routes. After the first two weeks of school, fire drills must be held at least once a month during the school year. School personnel as well as students must evacuate. If maintenance personnel are aware of a drill before it occurs, they do not have to exit the building.~~

~~A report will be made to the office of the buildings and grounds after any fire drill during the school year. This report will give the date, time of day, required time for building evacuation and a general evaluation of the drill and will report any unusual conditions associated with the drill. Special mention will be made of equipment, alarm systems, exits or other circumstances which in any way limit the complete safety of the school.~~

A drill schedule will be submitted to School Dude at the beginning of the school year. All drills with the exception of the May fire drill are to be completed by the end of April. The following drills will be completed by:

1. Lockdown – the first drill completed within the first quarter, second drill in the beginning of the third quarter
2. Lockout-completed within the first quarter
3. Shelter in Place – the first drill completed within the first quarter, second drill in the beginning of the third quarter
4. Fire drill – the first drill will take place within the first 10 days of the new school year and every month following. Fire drills should be scheduled on the last day of the month.

All staff, visitors and Pre-K through 12th grade students must participate in the execution of all drills.

To the extent possible, drills shall be conducted throughout the year at unexpected times and unannounced to staff and students.

A fire drill report form (EBCB-E) will be completed and submitted to Operations and Maintenance after all fire drills. Special attention will be made to equipment, alarm systems, exits or other circumstances which in any way compromise the complete safety of the school.

Current practice codified 1981
Approved February 8, 1984
Revised May 23, 1984

REF: District Procedure 700-10

RECORD OF FIRE EVACUATION DRILL
(Fire Code Section 405.5)

Name of School _____ Drill Date & Time _____

Name of Person Conducting Drill _____

of Staff Members Participating _____ # of Occupants Evacuated _____

Special Conditions Simulated _____

Problems Encountered _____

Weather Conditions During Evacuation _____

Drill Completion Time _____

One copy for School

One copy must be sent to Operations and Maintenance Department within 24 hours of inspection of drill.

MEMORANDUM

DATE: May 14, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Introduction, Board Policy JLCE – First Aid and
Emergency Medical Care

PURPOSE

For the Board of Education to review changes to Board Policy JLCE – First Aid and Emergency Medical Care.

BACKGROUND

Revisions to this policy are necessary due to alignment with current practice, procedure, and applicable statutes and have been reviewed by District administration.

STRATEGIC PLAN CORRELATION

Focus Area – Well Being

First Aid and Emergency Medical Care

No treatment of injuries except first aid shall be permitted in the schools. First aid is that immediate help given by the best qualified person at hand in case of accident or sudden illness.

Each school principal or designee shall maintain a First Aid Team including five (5) staff members with current first aid certification and two (2) members with current child/adult CPR certification. A master first aid kit shall be kept and properly maintained in each school.

Any person who in good faith provides emergency care or assistance without compensation at the place of the emergency or accident shall not be liable for any civil damages for acts or omissions in good faith. State law also exempts from civil liability certain health care providers who render emergency assistance in good faith and without compensation to persons injured in a competitive sport activity.

Treatment of injuries occurring outside school jurisdiction is not the responsibility of school employees.

No drugs shall be given at any time unless a parent/guardian and health care provider have given written authorization for their use.

The school's obligation continues after the injury until the injured student has been placed in the care of the parent/guardian or emergency health personnel. Therefore, the parents/guardians of all students shall be asked to sign and submit an emergency medical authorization card which shall indicate the procedure they wish the school to follow in the event of a medical emergency involving their child.

In all cases where the nature of an illness or injury appears serious, the parent/guardian shall be contacted if possible and the instructions on the student's emergency card followed. In extreme emergencies, where there is potential threat to life, limb, or digit, school personnel shall immediately call emergency health personnel to arrange for transporting the student to an emergency facility on advice of emergency health personnel.

If a student's parent/guardian has~~ve~~ provided the school with a written signed order not to resuscitate in the event of a medical emergency, school personnel nonetheless shall obtain emergency assistance. School personnel then shall attempt to notify the student's parent/guardian regarding the medical emergency. If staff trained in CPR are available, immediate resuscitation measures may be undertaken only by them pending the arrival of assistance. Where the parent/guardian has given written permission to release the order not to resuscitate to emergency response personnel, the order shall be provided to such personnel.

No elementary student who is ill or injured shall be sent home alone nor shall a secondary student be sent home alone unless the illness is minor and the parent/guardian has consented in advance.

Automated External Defibrillators (AEDs)

Pursuant to statute, school districts must accept a donation of an AED that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. School districts must also accept gifts, grants and donations designated for obtaining AEDs and/or for the inspection, maintenance and training in the use of an AED. Schools receiving donated AEDs become a District asset to be distributed according to the standard set forth. Funds donated for the purpose of maintaining the units will be applied to the contracted AED Maintenance Program.

A standard outlining the number of units per school is defined as two units per high school and one unit per middle school. Placement of additional units will be evaluated by the District AED Coordinator.

AEDs must be stored in an alarmed cabinet provided by the District. The units will be located near the main office of the building and, when applicable near the gymnasium. Signage, provided by the District, will be located at the main entrance door and above each alarmed cabinet.

All donated and/or purchased units will be compatible with the school's local fire district.

AED units are to remain in the alarmed cabinets unless being used in an emergency. Units may not be transported outside of the building for outside or off-site activities unless it is for emergency use.

All AED units, whether donated or supplied by the District, will be maintained under the District AED Maintenance Program.

The ~~Assistant Superintendent of Auxiliary Services~~ or designee shall ensure that applicable laws, regulations, procedures and Board policy are complied with, and that a quality assurance program is in place for donated AEDs. A written plan regarding the donation and use of AEDs including the acceptable brands and models, the appropriate sites, and the appropriate location(s) within the site, based on the American Heart Association guidelines and emergency medical response practices shall be in place and updated as needed. A quality assurance plan will also be established to monitor and evaluate training, maintenance and incident response.

All persons who are identified users will be trained in first aid, CPR and AED use, and will maintain required certifications. Annual AED refresher courses will be required for identified users in addition to required certifications.

The Superintendent or designee will be authorized to sign related contracts, e.g., maintenance contracts, training contracts. District funds may not be used to purchase AEDs without Board approval.

Note: A health care provider is defined as an M.D., D.O., Nurse Practitioner, P.A., Dentist, or Psychiatrist.

Adopted November 13, 1968

Revised February 9, 1994

Revised to conform with practice June 8, 1994

Revised May 28, 2008

LEGAL REFS.: C.R.S. 13-21-108 civil immunity for persons rendering emergency assistance
C.R.S. 13-21-108.5 civil immunity for health care providers who assist in sports injuries
C.R.S. 22-1-125 requirements concerning automated external defibrillators in schools
C.R.S. 24-10-106.5 public entity duty of care
6 CCR 1010-6, Rules 9-102 State Board of Health Rules and Regulations Governing Schools - first aid certification requirement

CROSS REFS.: GBGAB, First Aid Training
JLIB, Student Dismissal Precautions
JLCD, Administering Medicines to Students
KH, Public Gifts to Schools

St. Vrain Valley School District RE-1J, Longmont, Colorado

MEMORANDUM

DATE: May 14, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Executive Summary on Board Policy Manual Overhaul Project

PURPOSE

For the Board of Education to hear a summary report on the progress of the Board Policy Manual Overhaul Project.

BACKGROUND

The Board of Education of the St. Vrain Valley School District (SVVSD) approved a contract with the Colorado Association of School Boards (CASB) on November 13, 2013 to work on the Board Policy Manual Overhaul Project. This Project will have CASB representatives review each of the current District policies and identify areas where policy is lacking or needs improvement. Following receipt of monthly CASB recommended policy revisions, additions or deletions, a Policy Review Committee will meet with administration policy owners to review each policy and finalize policy revisions, additions or deletions. CASB recommendations will be provided and Committee/policy owner review will be carried out according to an agreed-upon timeline.

The Board approved a Board Policy Review Committee of three Board members at the February 12 Regular Meeting. Weekly policy review committee meetings will be publically posted. Other Board members are welcome to attend meetings at their discretion.

As the sections of the policy manual are completed, a Committee Board member will report on the progress of the project and announce the next sections to be reviewed. Board Policy Review Committee meetings are held every Monday at the Educational Services Center at 395 South Pratt Parkway in the HR Conference Room from 12:30 to 2:30 p.m. The public is welcome to attend.