

NOTICE OF REGULAR MEETING AND AGENDA



May 25, 2016

**Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501**

Robert J. Smith, 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
Debbie Lammers, Secretary
Dr. Richard Martyr, Member
Paula Peairs, Treasurer
Joie Siegrist, Vice President
Amory Siscoe, Asst Secretary
Robert J. Smith, President*

1. CALL TO ORDER:

6:15 pm April Financials
6:45 pm Affordable Care Act
7:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

1. Excellence in Education-Westview Robotics
2. Gold Star-LHS Coach Jeff Kloster

5. REPORTS:

1. April Financials
2. Presentation of Superintendent's FY2017 Budget
3. Finance and Audit Committee Update

6. CONSENT ITEMS:

1. Approval: Approval of Change Order-Portable Classrooms Project
2. Approval: Approval of Increase in Construction Manager/General Contractor (CMGC) for the ESC Support Center and Maintenance Building Project
3. Approval: Approval of Increase in Construction Manager/General Contractor (CMGC) for the Playground Equipment Replacement and Upgrade Project
4. Approval: Approval of Increase in Construction Manager/General Contractor (CMGC) for the Clover Basin Renovation Project

7. ACTION ITEMS:

1. Recommendation: Approval of Recommendation to Hire Dean of Students for Centennial Elementary School
2. Recommendation: Approval of Recommendation to Hire Principal for Coal Ridge Middle School
3. Recommendation: Approval of Recommendation to Hire Principal for Frederick High School
4. Recommendation: Approval of Recommendation to Hire Principal for Longs Peak Middle School

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5. Recommendation: Approval of Recommendation to Hire Dean of Students for Timberline PK-8
6. Recommendation: Approval of Recommendation to Hire 2nd Dean of Students for Timberline PK-8
7. Recommendation: Approval of Minor Boundary Changes for the Mead and Skyline Feeder Schools
8. Recommendation: Approval of Meal Cost Increase for 2016-2017 School Year
9. Recommendation: Approval of Town of Frederick Urban Renewal Authority (FURA) Intergovernmental Agreement
10. Recommendation: Second Review and Approval to Acquire Future Land Site at Wyndham Hill
11. Recommendation: Approval of Superintendent's Contract
12. Recommendation: Adoption of Resolution to Commit Funds for Superintendent's Contract
13. Recommendation: Approval of 2016-2017 Negotiated Agreement

8. DISCUSSION ITEMS:

1. Review Charter Contract Renewals
2. First Reading, Discussion, Board Policy ADF – School Wellness
3. First Reading, Discussion, Board Policy/Regulation IHBK – Preparation for Postsecondary and Workforce Success (recoded IHA– Basic Educational Program) and new Board Regulation IHBK-R – Preparation for Postsecondary and Workforce Success

9. ADJOURNMENT:

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

Wednesday, June 8	7:00 pm Regular Meeting
Wednesday, June 15	6:00 – 8:00 pm Study Session
Wednesday, June 22	6:30 pm May Financials
	7:00 pm Regular Meeting

MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: District Financial Statements – April 2016

PURPOSE

To provide the Board of Education with monthly financial reports.

BACKGROUND

Colorado Revised Statute (CRS) 22-45-102(1)(b)(I-IV) requires the Board of Education to review the financial condition of the school district at least quarterly during the year. In addition to first and second quarter reports, the District has elected to present monthly financial statements during the remainder of the year.

At the work session prior to this Board meeting, information related to the April 2016 Monthly Financial Statements will be provided to the Board in compliance with all aspects of CRS.



April 2016 Monthly Financial Report

























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

Don Haddad, Ed.D., Superintendent

395 South Pratt Parkway • Longmont CO • 80501-6436

St. Vrain Valley School District RE-1J
Financial Executive Summary
For the period July 1, 2015 to April 30, 2016

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

Fund	PDF/ Rpt page	B/S	A2A	B2A	Notes
General Fund	6				CY "cash & investments" 23% increase over PY primarily due to increased revenues, including Medicaid reclassification from Fund 22 to 10. CY "Taxes A/R, D/R" increase due to increased assessed property values.
	—				
	7				CY "prop tax" & "MLO" \$6.3m due to increased assessed values. CY "misc" \$400k decrease primarily due to timing of e-rate revenue. CY "other state sources" \$205k decrease due to decreased READ Act. CY "other federal sources" \$1.2m increase due to Medicaid reclassification from Fund 22 to 10.
	8-9				Based on passage of time, 83% through the fiscal year.
Colo. Preschool	10-11	n/a	n/a		CY "purch svc" decrease from PY due to timing of tuition payments.
Risk Management	13-15	n/a			PY "purch svc" included flood related work at Erie HS.
Bond Redemption	18-19	n/a	n/a		"Prop tax" receipts began in Mar. Remaining interest to be paid in Jun. PY refi of bonds in Oct 2014. CY refi of bonds in Mar 2016.
Building	20-21	n/a	n/a		Although "sal/bene" above 83%, overall expenditures w/in budget as projects wind down.
Capital Reserve	23-25	n/a			
Comm Education	27-29	n/a			CY increase in "comm grants & awards" & "proceeds on lease". CY increase in "drivers ed", "day care" & "kinder" expenditures.
Fair Contributions	30-31	n/a	n/a		CY purchase of land in Erie.
Grants	33-35	n/a			Grants receivable decreased by \$90k from prior year.
Nutrition Services	36-39				CY "grants receivable" includes 2 months of claims revenue.
Student Activity (23)	41-43	n/a			
Self Insurance	46-47	n/a	n/a		CY "other" exp includes per enrollee PPO network membership fee.
Student Activity (74)	49-51	n/a			
Student Scholarship	52-53	n/a	n/a		CY "scholarships" at 92% of budget; however most payouts s/b complete.
Investments	55		n/a	n/a	

LEGEND:



No issues or concerns; operating w/in expectations



Matters of slight concern; monitoring closely



Major issue or concern; requires immediate attention or action

St. Vrain Valley School District RE-1J
Financial Executive Summary (continued)
For the period July 1 to April 30

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

	FY15		FY16	
	Actual to Date	% of Budget	Actual to Date	% of Budget
General Fund				
Revenues	\$ 162,714,214	66%	\$ 170,663,033	64%
Expenditures	189,669,731	77%	200,430,455	76%
Net change in fund balance	(26,955,517)		(29,767,422)	
Beg fund balance	62,390,069		74,997,279	
End fund balance	35,434,552		45,229,857	
Liabilities	77,167,730		94,746,682	
Total liabilities and fund balance	\$ 112,602,282		\$ 139,976,539	
Assets	\$ 112,602,282		\$ 139,976,539	
Colorado Preschool Program Fund				
End fund balance	\$ 256,758		\$ 849,735	
Risk Management Fund				
Change in fund balance	\$ 89,697		\$ 812,594	
Beg fund balance	3,312,831		3,302,891	
End fund balance	\$ 3,402,528		\$ 4,115,485	
Building Fund				
Expenditures	\$ 10,372,650	42%	\$ 4,133,253	31%
End fund balance	\$ 14,561,090		\$ 9,004,802	
Capital Reserve Fund				
Change in fund balance	\$ (164,436)		\$ (41,618)	
Beg fund balance	8,588,049		7,389,624	
End fund balance	\$ 8,423,613		\$ 7,348,006	
Community Education Fund				
Net change in fund balance	\$ (501,920)		\$ (109,052)	
Beg fund balance	3,153,357		2,366,206	
End fund balance	\$ 2,651,437		\$ 2,257,154	
Fair Contributions Fund				
End fund balance	\$ 6,116,484		\$ 6,679,528	
Grants Fund				
Grants receivable	\$ 1,364,767		\$ 1,274,797	
Student Activity (Special Rev)				
End fund balance	\$ 4,359,254		\$ 4,712,660	
Nutrition Services				
Revenues	\$ 8,454,098	93%	\$ 8,358,419	90%
Expenses	7,684,501	82%	7,628,643	81%
Non-cash items	(1,046,338)	100%	-	n/a
Change in fund balance	(276,741)		729,776	
Beg fund balance	3,273,080		2,358,675	
End fund balance	\$ 2,996,339		\$ 3,088,451	

FUND ACCOUNTING

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

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

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

Proprietary Funds focus on the determination of the changes in net assets, financial position, and cash flows and are classified as either enterprise or internal service. Enterprise funds may be used to account for any activity for which a fee is charged to external users for goods or services. The District does not have an enterprise fund. Internal service funds account for the financing of services provided by one department to other departments of the District on a cost reimbursement basis. The District's only internal service fund is the *Self Insurance Fund*.

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

GOVERNMENTAL FUNDS

General Fund

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

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

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

St. Vrain Valley School District RE-1J

General Fund (10)

Balance Sheet (Unaudited)

As of April 30,

	<u>2015</u>	<u>2016</u>	
Assets			
Cash and investments	\$ 50,991,364	\$ 62,483,811	
Accounts receivable	40,591	30,251	
Taxes receivable	61,030,314	76,903,857	A
Inventories	<u>540,013</u>	<u>558,620</u>	
Total assets	<u>\$ 112,602,282</u>	<u>\$ 139,976,539</u>	
Liabilities			
Accounts payable	\$ 11,863	\$ -	
Retainage payable	2,048	-	
Accrued salaries and benefits	8,023,906	8,294,116	B
Payroll withholdings	7,818,837	8,108,150	
Deferred revenues	<u>61,311,076</u>	<u>78,344,416</u>	A, C
Total liabilities	<u>77,167,730</u>	<u>94,746,682</u>	
Fund balances			
Nonspendable: inventories	540,013	558,620	
Restricted: TABOR	7,801,664	8,023,712	
Committed: contingency	5,201,109	5,349,142	
Committed: BOE allocations	8,198,497	8,704,722	
Assigned: Mill Levy Override	13,693,269	22,593,661	
Assigned: current year obligations	-	-	
Unassigned	<u>-</u>	<u>-</u>	
Total fund balance	<u>35,434,552</u>	<u>45,229,857</u>	
Total liabilities and fund balance	<u>\$ 112,602,282</u>	<u>\$ 139,976,539</u>	

Footnote

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

St. Vrain Valley School District RE-1J

General Fund (10)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
1 Revenues				
2 Local				
3 Property taxes	\$ 22,227,999	\$ 26,406,199	\$ 4,178,200	18.80%
4 Specific ownership taxes	6,236,480	5,842,507	(393,973)	-6.32%
5 Mill levy override	11,986,155	14,105,550	2,119,395	17.68%
6 Investment income	196,938	282,847	85,909	43.62%
7 Charges for service	4,298,119	4,097,235	(200,884)	-4.67%
8 Miscellaneous	3,002,791	2,603,261	(399,530)	-13.31%
9 Total local revenues	<u>47,948,482</u>	<u>53,337,599</u>	<u>5,389,117</u>	11.24%
10 State				
11 Equalization, net	103,930,675	105,247,024	1,316,349	1.27%
12 Special Education	5,209,472	5,425,228	215,756	4.14%
13 Vocational Education	438,868	574,456	135,588	30.89%
14 Transportation	1,558,502	1,627,698	69,196	4.44%
15 Gifted and Talented	278,505	285,409	6,904	2.48%
16 English Language Proficiency Act	1,514,464	1,522,651	8,187	0.54%
17 BEST grant	145,139	-	(145,139)	-100.00%
18 Other state sources	960,946	755,885	(205,061)	-21.34%
19 Total state revenues	<u>114,036,571</u>	<u>115,438,351</u>	<u>1,401,780</u>	1.23%
20 Federal				
21 BOCES	23,525	22,524	(1,001)	-4.26%
22 Build America Bond Rebates	705,636	709,442	3,806	0.54%
23 Other federal sources	-	1,155,117	1,155,117	N/A
24 Total federal revenues	<u>729,161</u>	<u>1,887,083</u>	<u>1,157,922</u>	158.80%
25 Total revenues	<u>162,714,214</u>	<u>170,663,033</u>	<u>7,948,819</u>	4.89%
26 Expenditures				
27 Salaries	113,598,698	119,230,538	5,631,840	4.96%
28 Benefits	33,892,267	37,341,222	3,448,955	10.18%
29 Purchased services	7,724,165	8,448,128	723,963	9.37%
30 Supplies and materials	14,459,572	15,144,548	684,976	4.74%
31 Other	641,196	487,938	(153,258)	-23.90%
32 Allocation to charter schools	19,200,412	19,707,854	507,442	2.64%
33 Capital outlay	153,421	70,227	(83,194)	-54.23%
34 Total expenditures	<u>189,669,731</u>	<u>200,430,455</u>	<u>10,760,724</u>	5.67%
35 Excess (deficiency) of revenues				
36 over (under) expenditures	(26,955,517)	(29,767,422)	(2,811,905)	-10.43%
37 Fund balance, beginning	<u>62,390,069</u>	<u>74,997,279</u>	<u>12,607,210</u>	20.21%
38 Fund balance, ending	<u>\$ 35,434,552</u>	<u>\$ 45,229,857</u>	<u>\$ 9,795,305</u>	27.64%

St. Vrain Valley School District RE-1J
General Fund (10)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Local				
3 Property taxes	\$ 60,288,927	\$ 22,227,999	\$ (38,060,928)	36.87%
4 Specific ownership taxes	7,500,000	6,236,480	(1,263,520)	83.15%
5 Mill levy override	32,465,981	11,986,155	(20,479,826)	36.92%
6 Investment income	226,000	196,938	(29,062)	87.14%
7 Charges for service	5,690,000	4,298,119	(1,391,881)	75.54%
8 Miscellaneous	2,531,766	3,002,791	471,025	118.60%
9 Total local revenues	<u>108,702,674</u>	<u>47,948,482</u>	<u>(60,754,192)</u>	44.11%
10 State				
11 Equalization, net	124,434,436	103,930,675	(20,503,761)	83.52%
12 Special Education	5,677,003	5,209,472	(467,531)	91.76%
13 Vocational Education	593,710	438,868	(154,842)	73.92%
14 Transportation	1,558,502	1,558,502	-	100.00%
15 Gifted and Talented	311,300	278,505	(32,795)	89.47%
16 English Language Proficiency Act	1,514,463	1,514,464	1	100.00%
17 BEST grant	815,186	145,139	(670,047)	17.80%
18 Other state sources	966,151	960,946	(5,205)	99.46%
19 Total state revenues	<u>135,870,751</u>	<u>114,036,571</u>	<u>(21,834,180)</u>	83.93%
20 Federal				
21 BOCES	37,100	23,525	(13,575)	63.41%
22 Build America Bond Rebates	1,411,273	705,636	(705,637)	50.00%
23 Other federal sources	-	-	-	N/A
24 Total federal revenues	<u>1,448,373</u>	<u>729,161</u>	<u>(719,212)</u>	50.34%
25 Total revenues	<u>246,021,798</u>	<u>162,714,214</u>	<u>(83,307,584)</u>	66.14%
26				
27 Expenditures				
28 Salaries	142,135,722	113,598,698	28,537,024	79.92%
29 Benefits	42,919,077	33,892,267	9,026,810	78.97%
30 Purchased services	12,024,188	7,724,165	4,300,023	64.24%
31 Supplies and materials	22,281,698	14,459,572	7,822,126	64.89%
32 Other	980,311	641,196	339,115	65.41%
33 Allocation to charter schools	24,735,984	19,200,412	5,535,572	77.62%
34 Capital outlay	233,344	153,421	79,923	65.75%
35 Total expenditures	<u>245,310,324</u>	<u>189,669,731</u>	<u>55,640,593</u>	77.32%
36				
37 Excess (deficiency) of revenues				
38 over (under) expenditures	711,474	(26,955,517)	(27,666,991)	
39				
40 Fund balance, beginning	62,390,069	62,390,069	-	
41 Fund balance, ending	<u>\$ 63,101,543</u>	<u>\$ 35,434,552</u>	<u>\$ (27,666,991)</u>	
42 Expected year-end fund balance as percentage				
43 of annual expenditure budget	<u>25.72%</u>			

St. Vrain Valley School District RE-1J

General Fund (10)**Current Year Budget to Actual (Unaudited)**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Local				
3 Property taxes	\$ 73,767,769	\$ 26,406,199	\$ (47,361,570)	35.80%
4 Specific ownership taxes	8,200,000	5,842,507	(2,357,493)	71.25%
5 Mill levy override	39,524,340	14,105,550	(25,418,790)	35.69%
6 Investment income	226,000	282,847	56,847	125.15%
7 Charges for service	5,590,977	4,097,235	(1,493,742)	73.28%
8 Miscellaneous	2,582,358	2,603,261	20,903	100.81%
9 Total local revenues	<u>129,891,444</u>	<u>53,337,599</u>	<u>(76,553,845)</u>	41.06%
10 State				
11 Equalization, net	122,688,884	105,247,024	(17,441,860)	85.78%
12 Special Education	5,920,708	5,425,228	(495,480)	91.63%
13 Vocational Education	689,350	574,456	(114,894)	83.33%
14 Transportation	1,627,698	1,627,698	-	100.00%
15 Gifted and Talented	285,409	285,409	-	100.00%
16 English Language Proficiency Act	1,552,331	1,522,651	(29,680)	98.09%
17 BEST grant	-	-	-	N/A
18 Other state sources	600,051	755,885	155,834	125.97%
19 Total state revenues	<u>133,364,431</u>	<u>115,438,351</u>	<u>(17,926,080)</u>	86.56%
20 Federal				
21 BOCES	46,741	22,524	(24,217)	48.19%
22 Build America Bond Rebates	1,418,885	709,442	(709,443)	50.00%
23 Other federal sources	2,422,760	1,155,117	(1,267,643)	47.68%
24 Total federal revenues	<u>3,888,386</u>	<u>1,887,083</u>	<u>(2,001,303)</u>	48.53%
25 Total revenues	<u>267,144,261</u>	<u>170,663,033</u>	<u>(96,481,228)</u>	63.88%
26 Expenditures				
27 Salaries	150,837,436	119,230,538	31,606,898	79.05%
28 Benefits	46,563,732	37,341,222	9,222,510	80.19%
29 Purchased services	11,217,058	8,448,128	2,768,930	75.32%
30 Supplies and materials	26,654,138	15,144,548	11,509,590	56.82%
31 Other	975,095	487,938	487,157	50.04%
32 Allocation to charter schools	25,740,485	19,707,854	6,032,631	76.56%
33 Capital outlay	50,000	70,227	(20,227)	140.45%
34 Total expenditures	<u>262,037,944</u>	<u>200,430,455</u>	<u>61,607,489</u>	76.49%
35 Excess (deficiency) of revenues				
36 over (under) expenditures	5,106,317	(29,767,422)	(34,873,739)	
37 Fund balance, beginning	<u>74,997,279</u>	<u>74,997,279</u>	<u>-</u>	
38 Fund balance, ending	<u>\$ 80,103,596</u>	<u>\$ 45,229,857</u>	<u>\$ (34,873,739)</u>	
39 Expected year-end fund balance as percentage				
40 of annual expenditure budget	<u>30.57%</u>			

St. Vrain Valley School District RE-1J
Colorado Preschool Program Fund (19)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	\$ 1,417,317	\$ 1,027,435	\$ (389,882)	72.49%
Investment income	250	211	(39)	84.40%
Total revenues	<u>1,417,567</u>	<u>1,027,646</u>	<u>(389,921)</u>	72.49%
Expenditures				
Salaries	170,319	120,308	50,011	70.64%
Benefits	50,247	36,611	13,636	72.86%
Purchased services	1,130,625	1,036,538	94,087	91.68%
Supplies and materials	42,000	7,799	34,201	18.57%
Other	24,376	23,745	631	97.41%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	<u>1,667,567</u>	<u>1,225,001</u>	<u>442,566</u>	73.46%
Excess (deficiency) of revenues over (under) expenditures	(250,000)	(197,355)	52,645	
Fund balance, beginning	<u>454,113</u>	<u>454,113</u>	<u>-</u>	
Fund balance, ending	<u>\$ 204,113</u>	<u>\$ 256,758</u>	<u>\$ 52,645</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>12.24%</u>			

St. Vrain Valley School District RE-1J
Colorado Preschool Program Fund (19)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	\$ 1,471,161	\$ 1,225,968	\$ (245,193)	83.33%
Investment income	250	576	326	230.40%
Total revenues	<u>1,471,411</u>	<u>1,226,544</u>	<u>(244,867)</u>	83.36%
Expenditures				
Salaries	174,497	137,125	37,372	78.58%
Benefits	55,138	44,724	10,414	81.11%
Purchased services	1,113,750	688,079	425,671	61.78%
Supplies and materials	99,450	39,930	59,520	40.15%
Other	28,576	24,660	3,916	86.30%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	<u>1,721,411</u>	<u>934,518</u>	<u>786,893</u>	54.29%
Excess (deficiency) of revenues over (under) expenditures	(250,000)	292,026	542,026	
Fund balance, beginning	<u>557,709</u>	<u>557,709</u>	<u>-</u>	
Fund balance, ending	<u>\$ 307,709</u>	<u>\$ 849,735</u>	<u>\$ 542,026</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>17.88%</u>			

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St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 1,521	\$ 2,545	\$ 1,024	67.32%
Equalization	2,357,452	2,591,478	234,026	9.93%
Flood relief	614,961	-	(614,961)	-100.00%
Miscellaneous	45,856	79,361	33,505	73.07%
Total revenues	<u>3,019,790</u>	<u>2,673,384</u>	<u>(346,406)</u>	-11.47%
Expenditures				
Salaries	177,624	185,803	8,179	4.60%
Benefits	46,131	49,933	3,802	8.24%
Purchased services				
Professional services	1,277,526	231,835	(1,045,691)	-81.85%
Self insurance pools	943,000	933,391	(9,609)	-1.02%
Claims paid	464,125	438,173	(25,952)	-5.59%
Supplies	19,681	19,730	49	0.25%
Other	2,006	1,925	(81)	-4.04%
Total expenses	<u>2,930,093</u>	<u>1,860,790</u>	<u>(1,069,303)</u>	-36.49%
Excess (deficiency) of revenues over (under) expenditures	89,697	812,594	722,897	805.93%
Fund balance, beginning	<u>3,312,831</u>	<u>3,302,891</u>	<u>(9,940)</u>	-0.30%
Fund balance, ending	<u>\$ 3,402,528</u>	<u>\$ 4,115,485</u>	<u>\$ 712,957</u>	20.95%

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 5,000	\$ 1,521	\$ (3,479)	30.42%
Equalization	2,834,942	2,357,452	(477,490)	83.16%
Flood relief	-	614,961	614,961	N/A
Miscellaneous	231,533	45,856	(185,677)	19.81%
Total revenues	<u>3,071,475</u>	<u>3,019,790</u>	<u>(51,685)</u>	98.32%
Expenditures				
Salaries	277,052	177,624	99,428	64.11%
Benefits	71,000	46,131	24,869	64.97%
Purchased services	2,517,831	2,220,526	297,305	88.19%
Claims paid	1,300,000	464,125	835,875	35.70%
Supplies	53,700	19,681	34,019	36.65%
Other	44,220	2,006	42,214	4.54%
Total expenses	<u>4,263,803</u>	<u>2,930,093</u>	<u>1,333,710</u>	68.72%
Excess (deficiency) of revenues over (under) expenditures	(1,192,328)	89,697	1,282,025	
Fund balance, beginning	<u>3,312,831</u>	<u>3,312,831</u>	<u>-</u>	
Fund balance, ending	<u>\$ 2,120,503</u>	<u>\$ 3,402,528</u>	<u>\$ 1,282,025</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>49.73%</u>			

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 5,000	\$ 2,545	\$ (2,455)	50.90%
Equalization	3,109,773	2,591,478	(518,295)	83.33%
Flood relief	-	-	-	N/A
Miscellaneous	77,000	79,361	2,361	103.07%
Total revenues	<u>3,191,773</u>	<u>2,673,384</u>	<u>(518,389)</u>	83.76%
Expenditures				
Salaries	232,275	185,803	46,472	79.99%
Benefits	62,058	49,933	12,125	80.46%
Purchased services	1,472,570	1,165,226	307,344	79.13%
Claims paid	1,600,000	438,173	1,161,827	27.39%
Supplies	72,650	19,730	52,920	27.16%
Other	52,220	1,925	50,295	3.69%
Total expenses	<u>3,491,773</u>	<u>1,860,790</u>	<u>1,630,983</u>	53.29%
Excess (deficiency) of revenues over (under) expenditures	(300,000)	812,594	1,112,594	
Fund balance, beginning	<u>3,302,891</u>	<u>3,302,891</u>	<u>-</u>	
Fund balance, ending	<u>\$ 3,002,891</u>	<u>\$ 4,115,485</u>	<u>\$ 1,112,594</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>86.00%</u>			

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GOVERNMENTAL FUNDS

Major Governmental Funds

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

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

Nonmajor Governmental Fund

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

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	\$ 35,356,624	\$ 13,040,691	\$ (22,315,933)	36.88%
Investment income	2,000	1,274	(726)	63.70%
Miscellaneous	-	3,216	3,216	N/A
Total revenues	<u>35,358,624</u>	<u>13,045,181</u>	<u>(22,313,443)</u>	36.89%
Expenditures				
Debt principal	14,205,000	14,205,000	-	100.00%
Debt interest - Dec 15 & June 15	18,711,630	9,092,873	9,618,757	48.59%
Fiscal charges	432,603	426,253	6,350	98.53%
Total expenditures	<u>33,349,233</u>	<u>23,724,126</u>	<u>9,625,107</u>	71.14%
Excess (deficiency) of revenues over (under) expenditures	2,009,391	(10,678,945)	(12,688,336)	
Other Financing Sources (Uses)				
Refunding bond proceeds	50,355,000	50,355,000	-	100.00%
Premium on bonds issued	10,821,491	10,821,491	-	100.00%
Payment to refunded bond escrow agent	(61,682,860)	(61,682,860)	-	100.00%
Total other financing sources	<u>(506,369)</u>	<u>(506,369)</u>	<u>-</u>	100.00%
Net change in fund balance	1,503,022	(11,185,314)	(12,688,336)	
Fund balance, beginning	<u>32,700,504</u>	<u>32,700,504</u>	<u>-</u>	
Fund balance, ending	<u>\$ 34,203,526</u>	<u>\$ 21,515,190</u>	<u>\$ (12,688,336)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>102.56%</u>			

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	\$ 43,043,431	\$ 15,337,158	\$ (27,706,273)	35.63%
Investment income	2,000	1,340	(660)	67.00%
Miscellaneous	-	-	-	N/A
Total revenues	<u>43,045,431</u>	<u>15,338,498</u>	<u>(27,706,933)</u>	35.63%
Expenditures				
Debt principal	15,225,000	15,225,000	-	100.00%
Debt interest - Dec 15 & June 15	18,932,570	9,618,757	9,313,813	50.81%
Fiscal charges	800,000	756,450	43,550	94.56%
Total expenditures	<u>34,957,570</u>	<u>25,600,207</u>	<u>9,357,363</u>	73.23%
Excess (deficiency) of revenues over (under) expenditures	8,087,861	(10,261,709)	(18,349,570)	
Other Financing Sources (Uses)				
Refunding bond proceeds	115,055,000	115,155,000	100,000	100.09%
Premium on bonds issued	13,405,000	12,871,395	(533,605)	96.02%
Payment to refunded bond escrow agent	(131,460,000)	(128,498,887)	2,961,113	97.75%
Total other financing sources	<u>(3,000,000)</u>	<u>(472,492)</u>	<u>2,527,508</u>	15.75%
Net change in fund balance	5,087,861	(10,734,201)	(15,822,062)	
Fund balance, beginning	<u>34,035,743</u>	<u>34,035,743</u>	<u>-</u>	
Fund balance, ending	<u>\$ 39,123,604</u>	<u>\$ 23,301,542</u>	<u>\$ (15,822,062)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>111.92%</u>			

St. Vrain Valley School District RE-1J

Building Fund (41)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 43,000	\$ 36,350	\$ (6,650)	84.53%
Miscellaneous	40,000	35,370	(4,630)	88.43%
Total revenues	<u>83,000</u>	<u>71,720</u>	<u>(11,280)</u>	86.41%
Expenditures				
Salaries	315,000	319,752	(4,752)	101.51%
Benefits	81,000	80,596	404	99.50%
Purchased services	7,300,000	2,666,178	4,633,822	36.52%
Supplies	100,000	3,034	96,966	3.03%
Construction projects	17,099,020	7,299,537	9,799,483	42.69%
Other	50,000	3,553	46,447	7.11%
Total expenditures	<u>24,945,020</u>	<u>10,372,650</u>	<u>14,572,370</u>	41.58%
Excess (deficiency) of revenues over (under) expenditures	(24,862,020)	(10,300,930)	14,561,090	
Fund balance, beginning	<u>24,862,020</u>	<u>24,862,020</u>	<u>-</u>	
Fund balance, ending	<u>\$ -</u>	<u>\$ 14,561,090</u>	<u>\$ 14,561,090</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J

Building Fund (41)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 43,000	33,344	\$ (9,656)	77.54%
Miscellaneous	40,000	-	(40,000)	0.00%
Total revenues	<u>83,000</u>	<u>33,344</u>	<u>(49,656)</u>	40.17%
Expenditures				
Salaries	272,800	260,022	12,778	95.32%
Benefits	78,100	71,759	6,341	91.88%
Purchased services	4,000,000	3,677,678	322,322	91.94%
Supplies	100,000	-	100,000	0.00%
Construction projects	8,686,811	121,844	8,564,967	1.40%
Other	50,000	1,950	48,050	3.90%
Total expenditures	<u>13,187,711</u>	<u>4,133,253</u>	<u>9,054,458</u>	31.34%
Excess (deficiency) of revenues over (under) expenditures	(13,104,711)	(4,099,909)	9,004,802	
Fund balance, beginning	<u>13,104,711</u>	<u>13,104,711</u>	<u>-</u>	
Fund balance, ending	<u>\$ -</u>	<u>\$ 9,004,802</u>	<u>\$ 9,004,802</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>0.00%</u>			

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St. Vrain Valley School District RE-1J

Capital Reserve Capital Projects Fund (43)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
Revenues				
Equalization	\$ 4,017,630	\$ 4,568,814	\$ 551,184	13.72%
Investment income	7,433	21,913	14,480	194.81%
Miscellaneous	103,851	59,520	(44,331)	-42.69%
Total revenues	<u>4,128,914</u>	<u>4,650,247</u>	<u>521,333</u>	12.63%
Expenditures				
Capital outlay	<u>4,293,350</u>	<u>4,691,865</u>	<u>398,515</u>	9.28%
Total expenditures	<u>4,293,350</u>	<u>4,691,865</u>	<u>398,515</u>	9.28%
Excess (deficiency) of revenues over (under) expenditures	(164,436)	(41,618)	122,818	-74.69%
Fund balance, beginning	<u>8,588,049</u>	<u>7,389,624</u>	<u>(1,198,425)</u>	-13.95%
Fund balance, ending	<u><u>\$ 8,423,613</u></u>	<u><u>\$ 7,348,006</u></u>	<u><u>\$ (1,075,607)</u></u>	-12.77%

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	\$ 4,921,561	\$ 4,017,630	\$ (903,931)	81.63%
Investment income	10,000	7,433	(2,567)	74.33%
Miscellaneous	175,000	103,851	(71,149)	59.34%
Total revenues	<u>5,106,561</u>	<u>4,128,914</u>	<u>(977,647)</u>	80.86%
Expenditures				
Capital outlay	<u>9,100,000</u>	<u>4,293,350</u>	<u>4,806,650</u>	47.18%
Total expenditures	<u>9,100,000</u>	<u>4,293,350</u>	<u>4,806,650</u>	47.18%
Excess (deficiency) of revenues over (under) expenditures	(3,993,439)	(164,436)	3,829,003	
Fund balance, beginning	<u>8,588,049</u>	<u>8,588,049</u>	<u>-</u>	
Fund balance, ending	<u>\$ 4,594,610</u>	<u>\$ 8,423,613</u>	<u>\$ 3,829,003</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>50.49%</u>			

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	\$ 5,482,577	\$ 4,568,814	\$ (913,763)	83.33%
Investment income	10,000	21,913	11,913	219.13%
Miscellaneous	175,000	59,520	(115,480)	34.01%
Total revenues	<u>5,667,577</u>	<u>4,650,247</u>	<u>(1,017,330)</u>	82.05%
Expenditures				
Capital outlay	<u>7,750,000</u>	<u>4,691,865</u>	<u>3,058,135</u>	60.54%
Total expenditures	<u>7,750,000</u>	<u>4,691,865</u>	<u>3,058,135</u>	60.54%
Excess (deficiency) of revenues over (under) expenditures	(2,082,423)	(41,618)	2,040,805	
Fund balance, beginning	<u>7,389,624</u>	<u>7,389,624</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,307,201</u>	<u>\$ 7,348,006</u>	<u>\$ 2,040,805</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>68.48%</u>			

GOVERNMENTAL FUNDS

Major Special Revenue Fund

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

Nonmajor Special Revenue Funds

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

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

The Nutrition Services Fund accounts for the food service operations of the District. Nutrition Services provides quality, nutritious and well balanced meals to students throughout District schools.

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

St. Vrain Valley School District RE-1J

Community Education Fund (27)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 2,566	\$ 7,006	\$ 4,440	173.03%
Charges for services				
A Drivers Education Program	332,269	293,216	(39,053)	-11.75%
B Summer School Program	28,013	33,364	5,351	19.10%
Community School Programs				
C Day Care	2,484,392	2,636,752	152,360	6.13%
D Enrichment	439,038	442,217	3,179	0.72%
E Kinder Enrichment	312,513	458,324	145,811	46.66%
F Comm'y Educ Central Office	72,169	149,688	77,519	107.41%
Facility Use				
G Building Share	17,671	20,624	2,953	16.71%
H Comm'y School Share	260,558	320,767	60,209	23.11%
I Community grants & awards	88,155	812,194	724,039	821.32%
J Other Programs	106,414	128,818	22,404	21.05%
Total revenues	<u>4,143,758</u>	<u>5,302,970</u>	<u>1,159,212</u>	27.97%
Expenditures				
Instruction				
A Drivers Education Program	277,261	415,762	138,501	49.95%
B Summer School Program	89,704	41,908	(47,796)	-53.28%
Community School Programs				
C Day Care	2,237,377	2,428,747	191,370	8.55%
D Enrichment	432,041	476,017	43,976	10.18%
E Kinder Enrichment	475,632	812,044	336,412	70.73%
F Comm'y Educ Central Office	311,585	421,058	109,473	35.13%
Facility Use				
G Building Share	22,796	26,344	3,548	15.56%
H Comm'y School Share	305,513	349,709	44,196	14.47%
I Community grants & awards	426,460	488,888	62,428	14.64%
J Other Programs	67,309	69,487	2,178	3.24%
Total expenditures	<u>4,645,678</u>	<u>5,529,964</u>	<u>884,286</u>	19.03%
Excess (deficiency) of revenues over (under) expenditures	(501,920)	(226,994)	274,926	-54.77%
Other Financing Sources (Uses)				
Proceeds on capital lease	-	110,322	110,322	N/A
Transfers	-	7,620	7,620	N/A
Net change in fund balance	(501,920)	(109,052)	392,868	-78.27%
Fund balance, beginning	<u>3,153,357</u>	<u>2,366,206</u>	<u>(787,151)</u>	-24.96%
Fund balance, ending	<u>\$ 2,651,437</u>	<u>\$ 2,257,154</u>	<u>\$ (394,283)</u>	-14.87%

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 5,000	\$ 2,566	\$ (2,434)	51.32%
Charges for services	5,500,000	4,141,192	(1,358,808)	75.29%
Total revenues	5,505,000	4,143,758	(1,361,242)	75.27%
Expenditures				
Instruction	5,950,000	4,334,093	1,615,907	72.84%
Support services	550,000	311,585	238,415	56.65%
Capital outlay	-	-	-	N/A
Total expenditures	6,500,000	4,645,678	1,854,322	71.47%
Excess (deficiency) of revenues over (under) expenditures	(995,000)	(501,920)	493,080	
Other Financing Sources (Uses)				
Proceeds on capital lease	-	-	-	N/A
Transfers	-	-	-	N/A
Net change in fund balance	(995,000)	(501,920)	493,080	
Fund balance, beginning	3,153,357	3,153,357	-	
Fund balance, ending	\$ 2,158,357	\$ 2,651,437	\$ 493,080	
Expected year-end fund balance as percentage of annual expenditure budget	33.21%			

St. Vrain Valley School District RE-1J

Community Education Fund (27)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 5,000	\$ 7,006	\$ 2,006	140.12%
Charges for services	6,100,000	5,295,964	(804,036)	86.82%
Total revenues	6,105,000	5,302,970	(802,030)	86.86%
Expenditures				
Instruction	6,250,000	5,108,906	1,141,094	81.74%
Support services	620,000	421,058	198,942	67.91%
Capital outlay	75,000	-	75,000	0.00%
Total expenditures	6,945,000	5,529,964	1,415,036	79.63%
Excess (deficiency) of revenues over (under) expenditures	(840,000)	(226,994)	613,006	
Other Financing Sources (Uses)				
Proceeds on capital lease	-	110,322	110,322	N/A
Transfers	-	7,620	7,620	N/A
Net change in fund balance	(840,000)	(109,052)	730,948	
Fund balance, beginning	2,366,206	2,366,206	-	
Fund balance, ending	<u>\$ 1,526,206</u>	<u>\$ 2,257,154</u>	<u>\$ 730,948</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>21.98%</u>			

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 55,597	\$ 46,650	\$ (8,947)	83.91%
Cash in lieu	929,000	793,777	(135,223)	85.44%
Total revenues	<u>984,597</u>	<u>840,427</u>	<u>(144,170)</u>	85.36%
Expenditures				
Purchased services	150,000	855	149,145	0.57%
Capital outlay	<u>6,111,509</u>	<u>-</u>	<u>6,111,509</u>	0.00%
Total expenditures	<u>6,261,509</u>	<u>855</u>	<u>6,260,654</u>	0.01%
Excess (deficiency) of revenues over (under) expenditures	(5,276,912)	839,572	6,116,484	
Fund balance, beginning	<u>5,276,912</u>	<u>5,276,912</u>	<u>-</u>	
Fund balance, ending	<u>\$ -</u>	<u>\$ 6,116,484</u>	<u>\$ 6,116,484</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 57,000	\$ 53,967	\$ (3,033)	94.68%
Cash in lieu	1,100,000	1,039,726	(60,274)	94.52%
Total revenues	<u>1,157,000</u>	<u>1,093,693</u>	<u>(63,307)</u>	94.53%
Expenditures				
Purchased services	150,000	19,808	130,192	13.21%
Capital outlay	<u>7,414,030</u>	<u>801,387</u>	<u>6,612,643</u>	10.81%
Total expenditures	<u>7,564,030</u>	<u>821,195</u>	<u>6,742,835</u>	10.86%
Excess (deficiency) of revenues over (under) expenditures	(6,407,030)	272,498	6,679,528	
Fund balance, beginning	<u>6,407,030</u>	<u>6,407,030</u>	<u>-</u>	
Fund balance, ending	<u>\$ -</u>	<u>\$ 6,679,528</u>	<u>\$ 6,679,528</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>0.00%</u>			

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St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
Revenues				
Local grants	\$ -	\$ -	\$ -	N/A
State grants	71,815	387,132	315,317	439.07%
Federal grants	5,763,680	5,076,005	(687,675)	-11.93%
ARRA-Federal Education Stimulus Funds	3,378,238	3,654,989	276,751	8.19%
Total revenues	<u>9,213,733</u>	<u>9,118,126</u>	<u>(95,607)</u>	-1.04%
Expenditures				
Salaries	7,478,154	7,246,588	(231,566)	-3.10%
Benefits	2,047,637	2,105,441	57,804	2.82%
Purchased services	456,400	292,075	(164,325)	-36.00%
Supplies and materials	551,945	701,256	149,311	27.05%
Other	25,062	20,949	(4,113)	-16.41%
Capital outlay	19,302	26,614	7,312	37.88%
Total expenditures	<u>10,578,500</u>	<u>10,392,923</u>	<u>(185,577)</u>	-1.75%
Excess (deficiency) of revenues over (under) expenditures	(1,364,767)	(1,274,797)	89,970	6.59%
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Fund (deficit), ending	<u>\$ (1,364,767)</u>	<u>\$ (1,274,797)</u>	<u>\$ 89,970</u>	6.59%

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Local grants	\$ -	\$ -	\$ -	N/A
State grants	538,147	71,815	(466,332)	13.34%
Federal grants	10,429,926	5,763,680	(4,666,246)	55.26%
ARRA-Federal Education Stimulus Funds	<u>5,220,594</u>	<u>3,378,238</u>	<u>(1,842,356)</u>	64.71%
Total revenues	<u>16,188,667</u>	<u>9,213,733</u>	<u>(6,974,934)</u>	56.91%
Expenditures				
Salaries	9,491,231	7,478,154	2,013,077	78.79%
Benefits	2,559,688	2,047,637	512,051	80.00%
Purchased services	591,650	456,400	135,250	77.14%
Supplies and materials	2,399,906	551,945	1,847,961	23.00%
Other	262,696	25,062	237,634	9.54%
Capital outlay	<u>883,496</u>	<u>19,302</u>	<u>864,194</u>	2.18%
Total expenditures	<u>16,188,667</u>	<u>10,578,500</u>	<u>5,610,167</u>	65.35%
Excess (deficiency) of revenues over (under) expenditures	-	(1,364,767)	(1,364,767)	
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	
Fund balance (deficit), ending	<u>\$ -</u>	<u>\$ (1,364,767)</u>	<u>\$ (1,364,767)</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Local grants	\$ -	\$ -	\$ -	N/A
State grants	421,951	387,132	(34,819)	91.75%
Federal grants	10,620,668	5,076,005	(5,544,663)	47.79%
ARRA-Federal Education Stimulus Funds	<u>4,516,413</u>	<u>3,654,989</u>	<u>(861,424)</u>	80.93%
Total revenues	<u>15,559,032</u>	<u>9,118,126</u>	<u>(6,440,906)</u>	58.60%
Expenditures				
Salaries	9,606,915	7,246,588	2,360,327	75.43%
Benefits	2,609,285	2,105,441	503,844	80.69%
Purchased services	803,799	292,075	511,724	36.34%
Supplies and materials	1,622,145	701,256	920,889	43.23%
Other	897,253	20,949	876,304	2.33%
Capital outlay	<u>19,635</u>	<u>26,614</u>	<u>(6,979)</u>	135.54%
Total expenditures	<u>15,559,032</u>	<u>10,392,923</u>	<u>5,166,109</u>	66.80%
Excess (deficiency) of revenues over (under) expenditures	-	(1,274,797)	(1,274,797)	
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	
Fund balance (deficit), ending	<u>\$ -</u>	<u>\$ (1,274,797)</u>	<u>\$ (1,274,797)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
 Balance Sheet (Unaudited)
 As of April 30,

	<u>2015</u>	<u>2016</u>
Assets		
Cash and investments	\$ 1,961,619	\$ 1,482,680
Accounts receivable	520	604
Grants receivable	494,686	1,140,020 A
Inventories	635,630	582,885
Total assets	<u>\$ 3,092,455</u>	<u>\$ 3,206,189</u>
Liabilities		
Accrued salaries and benefits	<u>\$ 96,116</u>	<u>\$ 117,738</u>
Total liabilities	<u>96,116</u>	<u>117,738</u>
Fund balance		
Nonspendable: prepaids, inventories	635,630	582,885
Restricted	<u>2,360,709</u>	<u>2,505,566</u>
Total fund balance	<u>2,996,339</u>	<u>3,088,451</u>
Total liabilities and fund balance	<u>\$ 3,092,455</u>	<u>\$ 3,206,189</u>

Footnote

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

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
1 Revenues				
2 Investment income	\$ 1,005	\$ 2,745	\$ 1,740	173.13%
3 Charges for service	3,188,436	2,981,000	(207,436)	-6.51%
4 Miscellaneous	8,594	24,690	16,096	187.29%
5 State match	141,823	151,914	10,091	7.12% A
6 Commodities entitlement	496,733	571,364	74,631	15.02%
7 Nat'l School Lunch/Breakfast Pgm	4,617,507	4,626,706	9,199	0.20% A
8 Total revenues	<u>8,454,098</u>	<u>8,358,419</u>	<u>(95,679)</u>	-1.13%
9				
10 Expenditures				
11 Salaries	2,573,289	2,584,151	10,862	0.42%
12 Benefits	895,724	971,466	75,742	8.46%
13 Purchased services	57,069	24,848	(32,221)	-56.46%
14 Supplies and materials	4,012,601	3,941,204	(71,397)	-1.78%
15 Repairs and maintenance	75,682	39,915	(35,767)	-47.26%
16 Other	70,136	67,059	(3,077)	-4.39%
17 Total expenditures	<u>7,684,501</u>	<u>7,628,643</u>	<u>(55,858)</u>	-0.73%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	769,597	729,776	(39,821)	-5.17%
21				
22 Noncash (expenditures)				
23 Accelerated capital outlay	<u>-</u>	<u>-</u>	<u>-</u>	N/A
24				
25 Net change in fund balance	769,597	729,776	(39,821)	94.83%
26				
27 Fund balance, beginning	3,273,080	2,358,675	(914,405)	-27.94%
28 Restatement, change in acct'g principle	<u>(1,046,338)</u>	<u>-</u>	<u>1,046,338</u>	-100.00%
29 Fund balance, restated	2,226,742	2,358,675	131,933	5.92%
30				
31 Fund balance, ending	<u>\$ 2,996,339</u>	<u>\$ 3,088,451</u>	<u>\$ 92,112</u>	3.07%

Footnote

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

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Investment income	\$ 1,100	\$ 1,005	\$ (95)	91.36%
3 Charges for service	3,300,000	3,188,436	(111,564)	96.62%
4 Miscellaneous	60,000	8,594	(51,406)	14.32%
5 State match	118,000	141,823	23,823	120.19%
6 Commodities entitlement	550,603	496,733	(53,870)	90.22%
7 Nat'l School Lunch/Breakfast Pgm	5,100,000	4,617,507	(482,493)	90.54%
8 Total revenues	<u>9,129,703</u>	<u>8,454,098</u>	<u>(675,605)</u>	92.60%
9				
10 Expenditures				
11 Salaries	3,258,818	2,573,289	685,529	78.96%
12 Benefits	1,025,068	895,724	129,344	87.38%
13 Purchased services	175,000	57,069	117,931	32.61%
14 Supplies and materials	4,513,202	4,012,601	500,601	88.91%
15 Repairs and maintenance	256,576	75,682	180,894	29.50%
16 Other	100,000	70,136	29,864	70.14%
17 Total expenditures	<u>9,328,664</u>	<u>7,684,501</u>	<u>1,644,163</u>	82.38%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	(198,961)	769,597	968,558	
21				
22 Noncash (expenditures)				
23 Accelerated capital outlay	<u>(1,046,337)</u>	<u>(1,046,338)</u>	<u>(1)</u>	100.00%
24				
25 Net change in fund balance	(1,245,298)	(276,741)	968,557	
26				
27 Fund balance, beginning	<u>3,273,080</u>	<u>3,273,080</u>	<u>-</u>	
28				
29 Fund balance, ending	<u>\$ 2,027,782</u>	<u>\$ 2,996,339</u>	<u>\$ 968,557</u>	
30				
31 Expected year-end fund balance as percentage				
32 of annual expenditure budget	<u>21.74%</u>			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Investment income	\$ 1,176	\$ 2,745	\$ 1,569	233.42%
3 Charges for service	3,400,000	2,981,000	(419,000)	87.68%
4 Miscellaneous	20,000	24,690	4,690	123.45%
5 State match	144,000	151,914	7,914	105.50%
6 Commodities entitlement	655,875	571,364	(84,511)	87.11%
7 Nat'l School Lunch/Breakfast Pgm	5,100,000	4,626,706	(473,294)	90.72%
8 Total revenues	<u>9,321,051</u>	<u>8,358,419</u>	<u>(962,632)</u>	89.67%
9				
10 Expenditures				
11 Salaries	3,174,841	2,584,151	590,690	81.39%
12 Benefits	1,152,971	971,466	181,505	84.26%
13 Purchased services	160,000	24,848	135,152	15.53%
14 Supplies and materials	4,651,245	3,941,204	710,041	84.73%
15 Repairs and maintenance	125,000	39,915	85,085	31.93%
16 Other	100,000	67,059	32,941	67.06%
17 Total expenditures	<u>9,364,057</u>	<u>7,628,643</u>	<u>1,735,414</u>	81.47%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	(43,006)	729,776	772,782	
21				
22 Noncash (expenditures)				
23 Accelerated capital outlay	<u>-</u>	<u>-</u>	<u>-</u>	N/A
24				
25 Net change in fund balance	(43,006)	729,776	772,782	
26				
27 Fund fund balance, beginning	<u>2,358,675</u>	<u>2,358,675</u>	<u>-</u>	
28				
29 Fund fund balance, ending	<u>\$ 2,315,669</u>	<u>\$ 3,088,451</u>	<u>\$ 772,782</u>	
30				
31 Expected year-end fund balance as percentage				
32 of annual expenditure budget	<u>24.73%</u>			

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St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 3,239	\$ 9,821	\$ 6,582	203.21%
Athletic activities	1,883,856	1,968,581	84,725	4.50%
Pupil activities	3,035,328	2,796,290	(239,038)	-7.88%
PTO/Gift activities	<u>844,697</u>	<u>466,784</u>	<u>(377,913)</u>	-44.74%
Total revenues	<u>5,767,120</u>	<u>5,241,476</u>	<u>(525,644)</u>	-9.11%
Expenditures				
Athletic activities	1,734,279	1,721,440	(12,839)	-0.74%
Pupil activities	2,445,170	2,145,072	(300,098)	-12.27%
PTO/Gift activities	<u>734,854</u>	<u>564,005</u>	<u>(170,849)</u>	-23.25%
Total expenditures	<u>4,914,303</u>	<u>4,430,517</u>	<u>(483,786)</u>	-9.84%
Excess (deficiency) of revenues over (under) expenditures	852,817	810,959	(41,858)	
Other Financing Sources (Uses)				
Transfer - Community Educ (Fund 27)	-	(7,620)	(7,620)	N/A
Transfer - Student Activities (Fund 74)	<u>-</u>	<u>697</u>	<u>697</u>	N/A
Total other financing sources (uses)	-	(6,923)	(6,923)	N/A
Net change in fund balance	852,817	804,036	(48,781)	
Fund balance, beginning	<u>3,506,437</u>	<u>3,908,624</u>	<u>402,187</u>	
Fund balance, ending	<u>\$ 4,359,254</u>	<u>\$ 4,712,660</u>	<u>\$ 353,406</u>	

St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 4,000	\$ 3,239	\$ (761)	80.98%
Athletic activities	2,200,000	1,883,856	(316,144)	85.63%
Pupil activities	3,400,000	3,035,328	(364,672)	89.27%
PTO/Gift activities	800,000	844,697	44,697	105.59%
Total revenues	6,404,000	5,767,120	(636,880)	90.05%
Expenditures				
Athletic activities	3,330,162	1,734,279	1,595,883	52.08%
Pupil activities	5,521,079	2,445,170	3,075,909	44.29%
PTO/Gift activities	1,059,196	734,854	324,342	69.38%
Total expenditures	9,910,437	4,914,303	4,996,134	49.59%
Excess (deficiency) of revenues over (under) expenditures	(3,506,437)	852,817	4,359,254	
Other Financing Sources (Uses)				
Transfer - Community Educ (Fund 27)	-	-	-	N/A
Transfer - Student Activities (Fund 74)	-	-	-	N/A
Total other financing sources (uses)	-	-	-	N/A
Net change in fund balance	(3,506,437)	852,817	4,359,254	
Fund balance, beginning	3,506,437	3,506,437	-	
Fund balance, ending	\$ -	\$ 4,359,254	\$ 4,359,254	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 5,000	\$ 9,821	\$ 4,821	196.42%
Athletic activities	2,200,000	1,968,581	(231,419)	89.48%
Pupil activities	3,700,000	2,796,290	(903,710)	75.58%
PTO/Gift activities	1,060,000	466,784	(593,216)	44.04%
Total revenues	<u>6,965,000</u>	<u>5,241,476</u>	<u>(1,723,524)</u>	75.25%
Expenditures				
Athletic activities	3,105,790	1,721,440	1,384,350	55.43%
Pupil activities	6,027,612	2,145,072	3,882,540	35.59%
PTO/Gift activities	1,740,222	564,005	1,176,217	32.41%
Total expenditures	<u>10,873,624</u>	<u>4,430,517</u>	<u>6,443,107</u>	40.75%
Excess (deficiency) of revenues over (under) expenditures	(3,908,624)	810,959	4,719,583	
Other Financing Sources (Uses)				
Transfer - Community Educ (Fund 27)	-	(7,620)	(7,620)	N/A
Transfer - Student Activities (Fund 74)	-	697	697	N/A
Total other financing sources (uses)	-	(6,923)	(6,923)	N/A
Net change in fund balance	(3,908,624)	804,036	4,712,660	
Fund balance, beginning	<u>3,908,624</u>	<u>3,908,624</u>	<u>-</u>	
Fund balance, ending	<u>\$ -</u>	<u>\$ 4,712,660</u>	<u>\$ 4,712,660</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>0.00%</u>			

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PROPRIETARY FUNDS

Internal Service Fund

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

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1, 2015 to April 30, 2016

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 6,500	\$ 4,590	\$ (1,910)	70.62%
Miscellaneous	-	2,993	2,993	N/A
Employee benefit premiums	14,750,000	12,178,843	(2,571,157)	82.57%
Total revenues	14,756,500	12,186,426	(2,570,074)	82.58%
Expenses				
Salaries and benefits	202,500	164,206	38,294	81.09%
Purchased services	25,000	523,832	(498,832)	2095.33%
Supplies and materials	5,000	-	5,000	0.00%
Equipment	12,500	-	12,500	0.00%
Claims paid	14,850,000	11,581,816	3,268,184	77.99%
Total expenses	15,095,000	12,269,854	2,825,146	81.28%
Change in fund net position	(338,500)	(83,428)	255,072	
Fund net position, beginning	4,238,685	4,238,685	-	
Fund net position, ending	\$ 3,900,185	\$ 4,155,257	\$ 255,072	
Expected year-end net position as percentage of annual deduction budget	25.84%			

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 6,500	\$ 14,170	\$ 7,670	218.00%
Miscellaneous	-	7,412	7,412	N/A
Employee benefit premiums	15,896,000	13,425,645	(2,470,355)	84.46%
Total revenues	15,902,500	13,447,227	(2,455,273)	84.56%
Expenses				
Salaries and benefits	217,800	176,606	41,194	81.09%
Purchased services	1,350,000	1,135,350	214,650	84.10%
Supplies and materials	1,000	79	921	7.90%
Other	12,500	103,522	(91,022)	828.18%
Claims paid	15,100,000	10,746,827	4,353,173	71.17%
Total expenses	16,681,300	12,162,384	4,518,916	72.91%
Change in fund net position	(778,800)	1,284,843	2,063,643	
Fund net position, beginning	3,969,128	3,969,128	-	
Fund net position, ending	\$ 3,190,328	\$ 5,253,971	\$ 2,063,643	
Expected year-end net position as percentage of annual deduction budget	19.13%			

FIDUCIARY FUNDS

Agency Fund

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

Private Purpose Trust Fund

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

St. Vrain Valley School District RE-1J
Student Activity (Agency) Fund (74)
Year-to-Date Actual to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Undistributed Monies
For the period July 1 to April 30

	FY15 July - April Actual	FY16 July - April Actual	Dollar Variance	Percent Variance
Additions				
Elementary Schools	\$ 32,622	\$ 67,589	\$ 34,967	107.19%
Middle Schools	23,258	19,188	(4,070)	-17.50%
High Schools	31,396	38,748	7,352	23.42%
Other additions	-	3,298	3,298	N/A
Total additions	<u>87,276</u>	<u>128,823</u>	<u>41,547</u>	47.60%
Deductions				
Elementary Schools	28,877	48,086	19,209	66.52%
Middle Schools	25,823	14,920	(10,903)	-42.22%
High Schools	42,844	35,469	(7,375)	-17.21%
Other deductions	-	-	-	N/A
Total deductions	<u>97,544</u>	<u>98,475</u>	<u>931</u>	0.95%
Change in undistributed monies	(10,268)	30,348	40,616	-395.56%
Transfers in (out)				
Transfer - Special Activities (Fund 23)	<u>-</u>	<u>(697)</u>	<u>(697)</u>	N/A
Change in undistributed monies after transfers	(10,268)	29,651	39,919	-388.77%
Undistributed monies, beginning	<u>157,620</u>	<u>129,056</u>	<u>(28,564)</u>	-18.12%
Undistributed monies, ending	<u>\$ 147,352</u>	<u>\$ 158,707</u>	<u>\$ 11,355</u>	7.71%

St. Vrain Valley School District RE-1J
Student Activity (Agency) Fund (74)
Prior Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Undistributed Monies
For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Additions				
Elementary Schools	\$ 50,000	\$ 32,622	\$ (17,378)	65.24%
Middle Schools	25,000	23,258	(1,742)	93.03%
High Schools	50,000	31,396	(18,604)	62.79%
Other additions	-	-	-	N/A
Total additions	<u>125,000</u>	<u>87,276</u>	<u>(37,724)</u>	69.82%
Deductions				
Elementary Schools	124,682	28,877	95,805	23.16%
Middle Schools	31,254	25,823	5,431	82.62%
High Schools	114,999	42,844	72,155	37.26%
Other deductions	<u>11,685</u>	<u>-</u>	<u>11,685</u>	0.00%
Total deductions	<u>282,620</u>	<u>97,544</u>	<u>185,076</u>	34.51%
Change in undistributed monies	(157,620)	(10,268)	147,352	
Transfers in (out)				
Transfer from Special Activities (Fund 23)	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Change in undistributed monies after transfers	(157,620)	(10,268)	147,352	
Undistributed monies, beginning	<u>157,620</u>	<u>157,620</u>	<u>-</u>	
Undistributed monies, ending	<u>\$ -</u>	<u>\$ 147,352</u>	<u>\$ 147,352</u>	
Expected year-end undistributed monies as percentage of annual deduction budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J
Student Activity (Agency) Fund (74)
Current Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Undistributed Monies
For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Additions				
Elementary Schools	\$ 45,000	\$ 67,589	\$ 22,589	150.20%
Middle Schools	27,000	19,188	(7,812)	71.07%
High Schools	38,000	38,748	748	101.97%
Other additions	-	3,298	3,298	N/A
Total additions	<u>110,000</u>	<u>128,823</u>	<u>18,823</u>	117.11%
Deductions				
Elementary Schools	75,716	48,086	27,630	63.51%
Middle Schools	58,638	14,920	43,718	25.44%
High Schools	104,702	35,469	69,233	33.88%
Other deductions	-	-	-	N/A
Total deductions	<u>239,056</u>	<u>98,475</u>	<u>140,581</u>	41.19%
Change in undistributed monies	(129,056)	30,348	159,404	
Transfers in (out)				
Transfer - Special Activities (Fund 23)	<u>-</u>	<u>(697)</u>	<u>(697)</u>	N/A
Change in undistributed monies after transfers	(129,056)	29,651	158,707	
Undistributed monies, beginning	<u>129,056</u>	<u>129,056</u>	<u>-</u>	
Undistributed monies, ending	<u>\$ -</u>	<u>\$ 158,707</u>	<u>\$ 158,707</u>	
Expected year-end undistributed monies as percentage of annual deduction budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J

Student Scholarship Fund (72)

Prior Year Budget to Actual (Unaudited)

Statement of Additions, Deductions, and Changes in Fiduciary Net Position

For the period July 1, 2014 to April 30, 2015

	FY15 Amended Budget	FY15 July - April Actual	Balance Remaining	% of Actual to Budget
Additions				
Investment income	\$ 150	\$ 142	\$ (8)	94.67%
Contributions	50,000	36,463	(13,537)	72.93%
Total additions	50,150	36,605	(13,545)	72.99%
Deductions				
Scholarships	60,000	43,468	16,532	72.45%
Total deductions	60,000	43,468	16,532	72.45%
Change in fiduciary net position	(9,850)	(6,863)	2,987	
Fiduciary net position, beginning	219,184	219,184	-	
Fiduciary net position, ending	\$ 209,334	\$ 212,321	\$ 2,987	
Expected year-end net position as percentage of annual deduction budget	348.89%			

St. Vrain Valley School District RE-1J

Student Scholarship Fund (72)

Current Year Budget to Actual (Unaudited)

Statement of Additions, Deductions, and Changes in Fiduciary Net Position

For the period July 1, 2015 to April 30, 2016

	FY16 Amended Budget	FY16 July - April Actual	Balance Remaining	% of Actual to Budget
Additions				
Investment income	\$ 300	\$ 371	\$ 71	123.67%
Contributions	50,000	29,924	(20,076)	59.85%
Total additions	50,300	30,295	(20,005)	60.23%
Deductions				
Scholarships	50,300	46,334	3,966	92.12%
Total deductions	50,300	46,334	3,966	92.12%
Change in fiduciary net position	-	(16,039)	(16,039)	
Fiduciary net position, beginning	224,389	224,389	-	
Fiduciary net position, ending	\$ 224,389	\$ 208,350	\$ (16,039)	
Expected year-end net position as percentage of annual deduction budget	446.10%			

INVESTMENT REPORT

St. Vrain Valley School District RE-1J
Monthly Investment Report
4/30/2016

Fund	Colotrust	Csafe	Wells Fargo	Annualized Percent	Current Month Interest	Total
General	\$ 55,672,440			0.57	28,080	\$ 55,672,440
Risk Management	\$ 838,667			0.57	382	\$ 838,667
Risk Management			\$ 3,154,636	NRA	26	\$ 3,154,636
Rish Management Total						\$ 3,993,303
Colorado Preschool	\$ 211,714			0.57	96	\$ 211,714
Nutrition Service	\$ 1,008,908			0.57	459	\$ 1,008,908
Student Activity Spec Revenue	\$ 3,609,853			0.57	1,642	\$ 3,609,853
Community School	\$ 2,489,397			0.57	1,132	\$ 2,489,397
Vance Brand Civic Auditorium	\$ 85,556			0.57	39	\$ 85,556
Community School Total						\$ 2,574,953
Fair Contributions	\$ 5,921,422			0.57	2,694	\$ 5,921,422
Bond			\$ 23,190,824	NRA	144	\$ 23,190,824
Building 2008	\$ 1,958,767			0.57	891	\$ 1,958,767
Building 2008		\$ 661,656		53.00	286	\$ 661,656
Building Total						\$ 2,620,423
Capital Reserve	\$ 7,264,400			0.57	3,305	\$ 7,264,400
Health Insurance Trust	\$ 3,600,955			0.57	1,638	\$ 3,600,955
Minimum Liability	\$ 1,607,219			0.57	731	\$ 1,607,219
Self Insurance Total						\$ 5,208,174
Scholarship	\$ 136,448			0.57	62	\$ 136,448
Total	\$ 84,405,746	\$ 661,656	\$ 26,345,460			\$ 111,412,863



MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Introduction of the Superintendent's Proposed Budget--All Funds, for Fiscal Year 2017

PURPOSE

To provide the Board of Education with the Introduction of the Superintendent's Proposed Budget--All Funds, for Fiscal Year 2017.

BACKGROUND

The Proposed Fiscal Year 2017 Budget will be presented to the Board of Education on May 25, 2016. The Public Hearing of the FY17 Budget will take place on June 8, 2016, and the final budget adoption is scheduled for June 22, 2016. This timing complies with all the rules and regulations of the State of Colorado.

The budget document will be provided prior to the meeting.

MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Finance and Audit Committee Update

PURPOSE

To provide the Board of Education with a report from the Finance and Audit Committee.

BACKGROUND

The primary function of the Finance and Audit Committee is to assist the Board in fulfilling its financial oversight responsibilities to the public (parents and taxpayers). This Committee reviews financial information provided by the District, reviews the District's financial systems and associated internal controls, reviews the projected and amended budget, and reviews the District's auditing, accounting and financial reporting processes. Erika Lind and Heather Parrish, Co-Chairpersons, will be present at the meeting to answer questions related to the following:

Overview of Work Accomplished - 2015-2016 School Year

- Charge of Committee – Highlights and Recap
Purpose of this committee:
To assist the Board in providing “independent” oversight in relation to:
 - Financial reporting process
 - Internal control systems
 - Budget
 - Annual audit
 - Charter school financial data
 - Oversight of Internal Auditor

Internal Auditor - Summary of Cash Procedure Reviews for Schools

- Proposed a new two-phase approach to cash reviews. Initial review of the cash handling procedures and then an unannounced cash review later in the year to ensure compliance to the procedures.
- Continued training with new secretaries on cash handling procedures to ensure all entries to the accounting system are complete, accurate and timely.

- Developed a Purchasing Card Training module and formalized the Purchase Card Approve Agreement.
- Clarification on Food Purchase Guidelines.

Expanded Internal Auditor Functions/Duties

- Chairing the Wellness Committee.
- Involved with third party administration of the self-funded health plan.

Parent Organization Interface

- Maintain a database of the parent organizations' board of directors which includes contact information.
- External assessment reviews were received from Option 2 organizations (nonprofit and tax exempt). To date, 13 out of 41 organizations have completed the independent external assessment review. According to District Board Policy KBE-R, each Option 2 organization is to have an independent accounting professional review the organizations' high level internal controls every three years. This independent assessment must be completed by September 30th of each qualifying year.
- Annual workshop (September 2015) – Anton Dworak, Attorney for Lyons, Gaddis, Kahn and Hall, presented at the annual workshop for the last ten years.
- Self-assessment checklists for Option 1 and Option 2 organizations – 26% have submitted self-assessment checklists. This checklist is to assist organization officers to verify that internal controls and reporting requirements to the various agencies have been met. Self-assessment checklists are due by September 30th of each qualifying year.
- Ensuring all Option 2 parent organizations have required insurance policies and certificates on file.

Continuing Education

- To gain a better understanding of processes that affect the financial statements, the Finance and Audit Committee requested presentations by key stakeholders of the following programs/processes:
 - Purchasing and Procurement Savings
 - Enrollment Projections

Engagement and Interaction with Outside Auditors

- Entering eighth year with the auditing firm, RubinBrown LLP. FY16 was the third year of the new five-year contract.
- The Comprehensive Annual Financial Report (CAFR) was presented to and accepted by the District's Board of Education on December 9, 2015.
- RubinBrown provided an unmodified opinion on the District's financial statements for the year ended June 30, 2015, and indicated that the District has good controls in place this year and have always implemented the recommendations put forth.
- Overall this was a very good audit with very few adjustments.

CAFR

- Clean opinion from RubinBrown LLP.

- Certificate of Excellence in Financial Reporting by Association of School Business Officials (ASBO) - the District's FY14 CAFR qualified for the eleventh consecutive year. The District anticipates receiving this certificate soon, which will be the twelfth consecutive year.
- Certificate of Achievement for Excellence in Financial Reporting by Government Finance Officers Association (GFOA) for twelve years.

Single Audit

- Three different programs were tested, including ARRA funds. The District was considered a low-risk auditee for FY15.

Budget

- The FY16 Amended Budget was presented to the committee on January 25, 2016 and adopted by the Board of Education on January 27, 2016.
- Reviewed Proposed FY17 Budget in April and May, 2016.

Other Key Focus Items

- Bond refinance – refinanced \$115 million at lower interest rates to save taxpayers \$20 million.
- Affordable Care Act Reporting.
- New salary schedule implemented for FY16.
- Preparation for 2016 Bond.

Recap of Committee Recommendations and Other Involvement

- Discussion and agreement on acceptable ending balance for funds other than the General Fund.
- Reviewed remaining projects from 2008 Bond Issue.
- Continued monitoring of the implementation of the Infinite Visions accounting system.
- Continued monitoring of RevTrack and P-Card systems.

MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Change Order – Portable Classrooms Project

RECOMMENDATION

That the Board of Education approve Change Order 3 for \$103,665 for an additional portable classroom unit to the contract with Satellite Shelters, Inc., for the Portable Classrooms Project for a total contract amount of \$896,539, and further authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education Policy.

BACKGROUND

Per Portable Classroom Bid 2015-028, portable classrooms were purchased from Satellite Shelters, Inc. Funding for the Portable Classroom purchase is included in the Capital Reserve Fund.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Increase in Construction Manager/General Contractor (CMGC) Contract for ESC Support Center & Maintenance Building Project

RECOMMENDATION

That the Board of Education approve Change Order #3 for \$100,103 and price increase to the Construction Manager/General Contractor (CMGC) contract with FCI Constructors, Inc., for the ESC Support Center & Maintenance Building Project for a new contract value of \$690,000. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

Change Order 3 provides installation of LED lighting throughout the ESC building and will increase energy savings in the facility. The District will receive a Platte River Power Authority rebate which will offset the cost of the LED lighting.

Funding for the additional scope of work is available from the Energy Department Budget as a result of rebates obtained.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Increase in Construction Manager/General Contractor (CMGC) Contract for Playground Equipment Replacement & Upgrade Project

RECOMMENDATION

That the Board of Education approve Change Order 1 for \$600,000 and a Guaranteed Maximum Price increase to the Construction Manager/General Contractor (CMGC) contract with Golden Triangle Construction Inc. for the Playground Equipment Replacement & Upgrade Project for a new contract value of \$1,500,000. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

On March 9, 2016, the Board of Education approved the Playground Equipment Replacement & Upgrade Project CMGC contract with Golden Triangle Construction. Additional playground structures were added to the project scope as existing equipment is outdated and no longer repairable.

Funding for the additional scope of work is available from mill levy funding and Capital Reserve funds.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Increase in Construction Manager/General Contractor (CMGC) Contract for Clover Basin Renovation Project

RECOMMENDATION

That the Board of Education approve a price increase of \$80,000 to the Construction Manager/General Contractor (CMGC) contract with FCI Constructors, Inc., for the Clover Basin Renovation Project for a new contract value of \$480,000. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

On February 10, 2016, the Board of Education approved the CMGC contract for the Clover Basin Renovation project. Change Orders added scope for additional work in the warehouse to correct deteriorating concrete floors & to upgrade DTS office areas.

Funding for the additional scope of work is available from the 2016 Capital Reserve budget and Nutrition Services budget.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Dean of Students for Centennial Elementary School

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Tanya Sadler as Dean of Students for Centennial Elementary School, effective July 1, 2016.

BACKGROUND

Ms. Sadler graduated from the Nazareth College of Rochester in Rochester, New York, with a Bachelor of Arts in Psychology, Elementary Education, and Special Education. She continued her education at Geneseo State University of New York in Geneseo, New York, where she completed her Master of Science in Elementary Education, with a specialization in Reading. Ms. Sadler completed her Principal License from Colorado State University.

Ms. Sadler has served as the Learning Leader and Professional Learning Coach for St. Vrain Valley School for the past sixteen years, where she designed, coordinated and produced New Teacher Orientation for over 200 new hires, designed and facilitated professional development courses and coached Novice 1 and 2 Teachers. Prior to that, she taught first, second and third grade at Fall River Elementary School for eight years. Ms. Sadler was also a Building Coach at Northridge Elementary.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal for Coal Ridge Middle School

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Liza Nybo as Principal for Coal Ridge Middle School, effective July 1, 2016.

BACKGROUND

Ms. Nybo graduated from Gustavus Adolphus College with a Bachelor of Arts degree in Psychology and Secondary Social Studies Education. She continued her education at the University of Colorado, Boulder, where she completed Master of Arts in Education, K-12 Literacy. She later completed her Principal Licensure from the University of Phoenix.

Ms. Nybo has extensive administrative experience. For the past six years, she has served as the Assistant Principal of Coal Ridge Middle School. While at Coal Ridge, she was instrumental in launching the Learning Technology Plan, increasing the number of honor programs and students enrolling in these courses, and advancing the culture of academic excellence where learning is at the forefront for students. Prior to that, she was Assistant Principal at Erie Middle School for six years. Throughout her career in St. Vrain, she has worked in the Office of Professional Development, served as a literacy coach and taught social studies.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal for Frederick High School

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Brian Young as Principal of Frederick High School, effective July 1, 2016.

BACKGROUND

Mr. Young graduated from Southern Illinois University with a Bachelor of Science in Biology. He continued his education at the University of Colorado, Denver, where he completed his Master of Arts in Administrative Leadership.

Mr. Young has worked in the St. Valley School District for fifteen years. For the past six years, Mr. Young has been the Principal at Coal Ridge Middle School, where he piloted the SVVSD Learning Technology Plan and 1:1 device rollout. Prior to that, Mr. Young was the Assistant Principal at Sunset Middle School for four years. Before becoming an administrator, Mr. Young taught Science at Sunset Middle School. Throughout his career, Mr. Young coached wrestling, diving and rugby.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal for Longs Peak Middle School

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Ann Reed as Principal of Longs Peak Middle School, effective July 1, 2016.

BACKGROUND

Ms. Reed graduated from the University of South Florida in Tampa, Florida, with a Bachelor of Science in Accounting and a minor in Spanish. She continued her education at the Capella University in Minneapolis, Minnesota, where she completed her Master of Science in Education. Ms. Reed is currently in the process of obtaining her Ph.D. in Educational Psychology from Capella University.

Ms. Reed has served as Longs Peak's Assistant Principal for the past three years, helping to facilitate business partnerships, develop STEM programming and engage students, parents and community members. Prior to her administrative experience, Ms. Reed taught Math at Longmont High School for six years, followed by a year as the school's ninth grade coordinator. Before working in St. Vrain Valley Schools, Ms. Reed taught middle school Math, Science and Spanish at a K-8 in Phoenix, Arizona.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Dean of Students for Timberline PK-8 School

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Elizabeth Mourer as Dean of Students for Timberline PK-8 School, effective July 1, 2016.

BACKGROUND

Ms. Mourer graduated from the University of Colorado, Boulder, with a Bachelor of Science in International Business and a Minor in Political Science. She continued her education at the University of Colorado, Denver, where she completed her Master of Arts in Educational Psychology. She later received a Master of Arts in Educational Equity and Cultural Diversity. Ms. Mourer also received her Principal Licensure from the University of Colorado, Denver.

Ms. Mourer has served as a third grade bilingual teacher at Timberline PK-8 School and Loma Linda Elementary School for ten years. She has also been a Summer School Site Coordinator for the past six years, where she created schedules for staff and students and reviewed, interviewed and hired teachers and support staff. Ms. Mourer previously taught in Guanajuato, Mexico, as an English Teacher and Translator.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Recommendation to Hire Dean of Students for Timberline PK-8 School

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. James Garcia as Dean of Students for Timberline PK-8 School, effective July 1, 2016.

BACKGROUND

Mr. Garcia graduated from the University of Northern Colorado with a Bachelor of Arts in Social Science, Elementary Education and an ESL Endorsement. He continued his education at the University of Northern Colorado, where he completed his Master of Arts in Educational Leadership with a Principal Licensure.

Mr. Garcia has served as an Instructional Coach PK-2 Grades at Timberline PK-8 School, where he led as well as attended grade-level collaboration meetings. Prior to that, he taught third, fourth and fifth grade classes throughout Greeley and Loveland for twelve years. Mr. Garcia was also a head wrestling coach at Timberline PK-8 STEM School, Lucile Erwin Middle School & John Evans Middle School.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Minor Attendance Boundary Adjustment between Mead and Skyline High Feeders in the City of Longmont

RECOMMENDATION

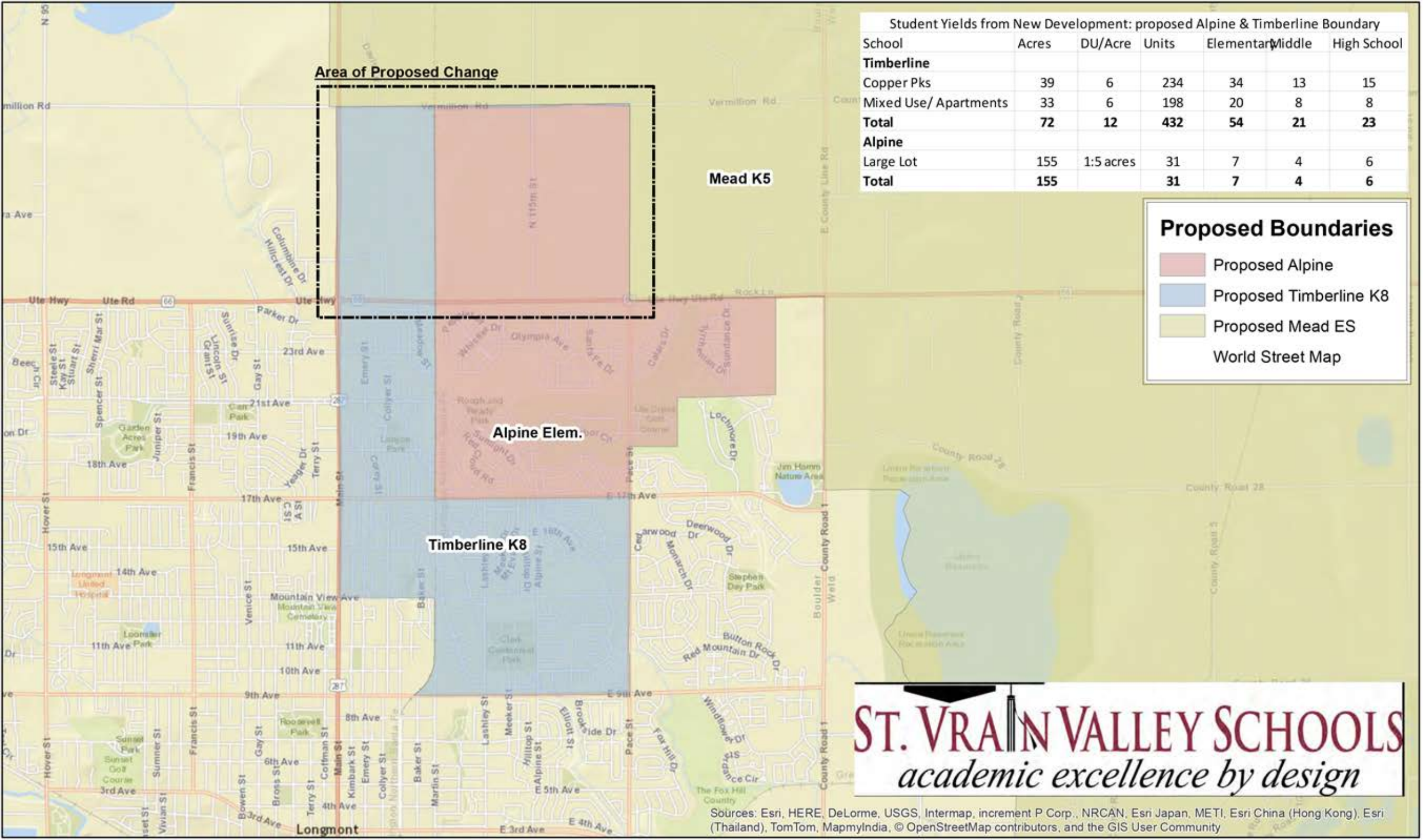
That the Board of Education approve a minor boundary amendment between the Skyline and Mead attendance areas at the northeast corner of Highway 66 and Highway 287.

BACKGROUND

The City of Longmont recently approved a proposal for an apartment project of 240 dwelling units at the corner of Highway 66 and Highway 287 just north of the Super Walmart. This area has long been included in the Mead Elementary/Middle/High School feeder though no student impact has come from this area. It wasn't expected that there would be significant residential impact from this area in Longmont, however, with this new apartment project from a proximity, capacity and transportation standpoint, it makes sense to consider a move of this area into the Skyline High Feeder.

The attached maps reflect the two specific areas for consideration for removal from the Mead El/Mead Middle/Mead High area. The first, which contains the multi-family project, would feed into the Timberline K-8/Skyline area (a potential of 98 K-12 future students). The second area to move out of the Mead feeder, which could have some possibility for future residential development within Longmont, would feed into the Alpine/Timberline/Skyline Feeder (a potential of 17 future students). Currently, there are no students in either of these areas. There are no proposals for development in the proposed Alpine-Timberline-Skyline extension area at this time.

The principals of these feeder schools have expressed their support for this boundary amendment. It is recommended that this be made effective for the 2016/17 school year.



Student Yields from New Development: proposed Alpine & Timberline Boundary

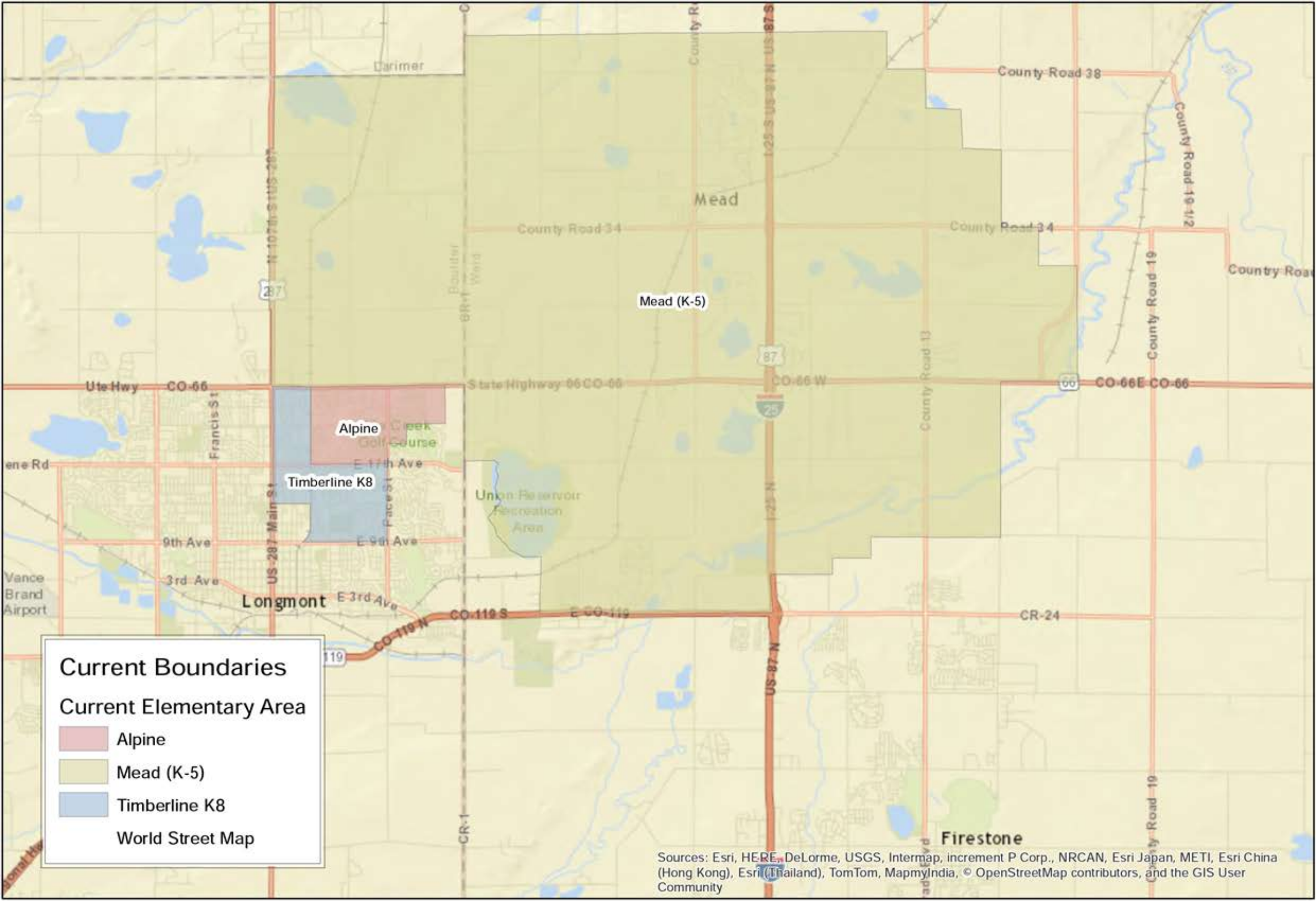
School	Acres	DU/Acre	Units	Elementary	Middle	High School
Timberline						
Copper Pks	39	6	234	34	13	15
Mixed Use/ Apartments	33	6	198	20	8	8
Total	72	12	432	54	21	23
Alpine						
Large Lot	155	1:5 acres	31	7	4	6
Total	155		31	7	4	6



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Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Current Boundaries

Current Elementary Area

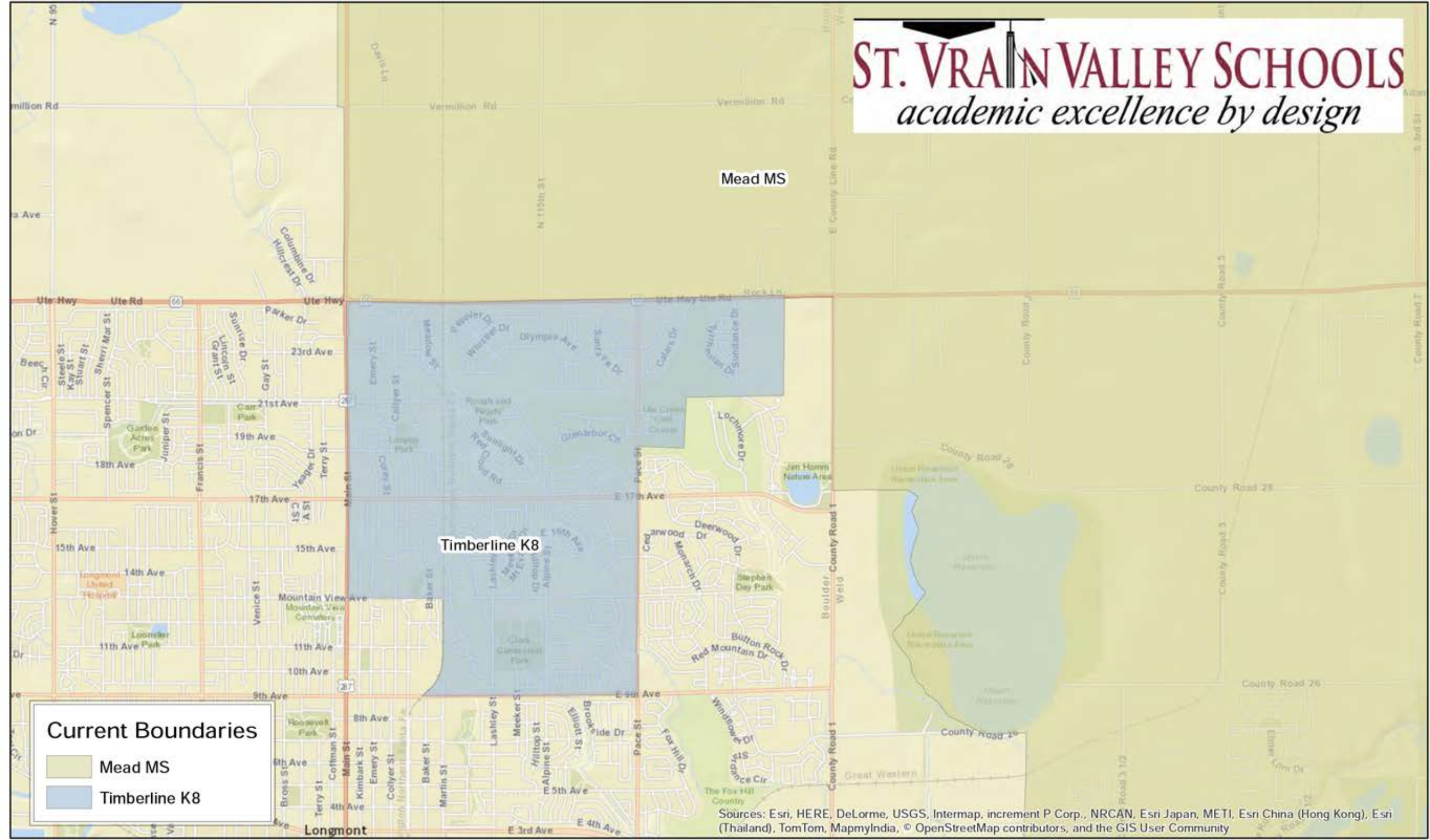
- Alpine
- Mead (K-5)
- Timberline K8

World Street Map

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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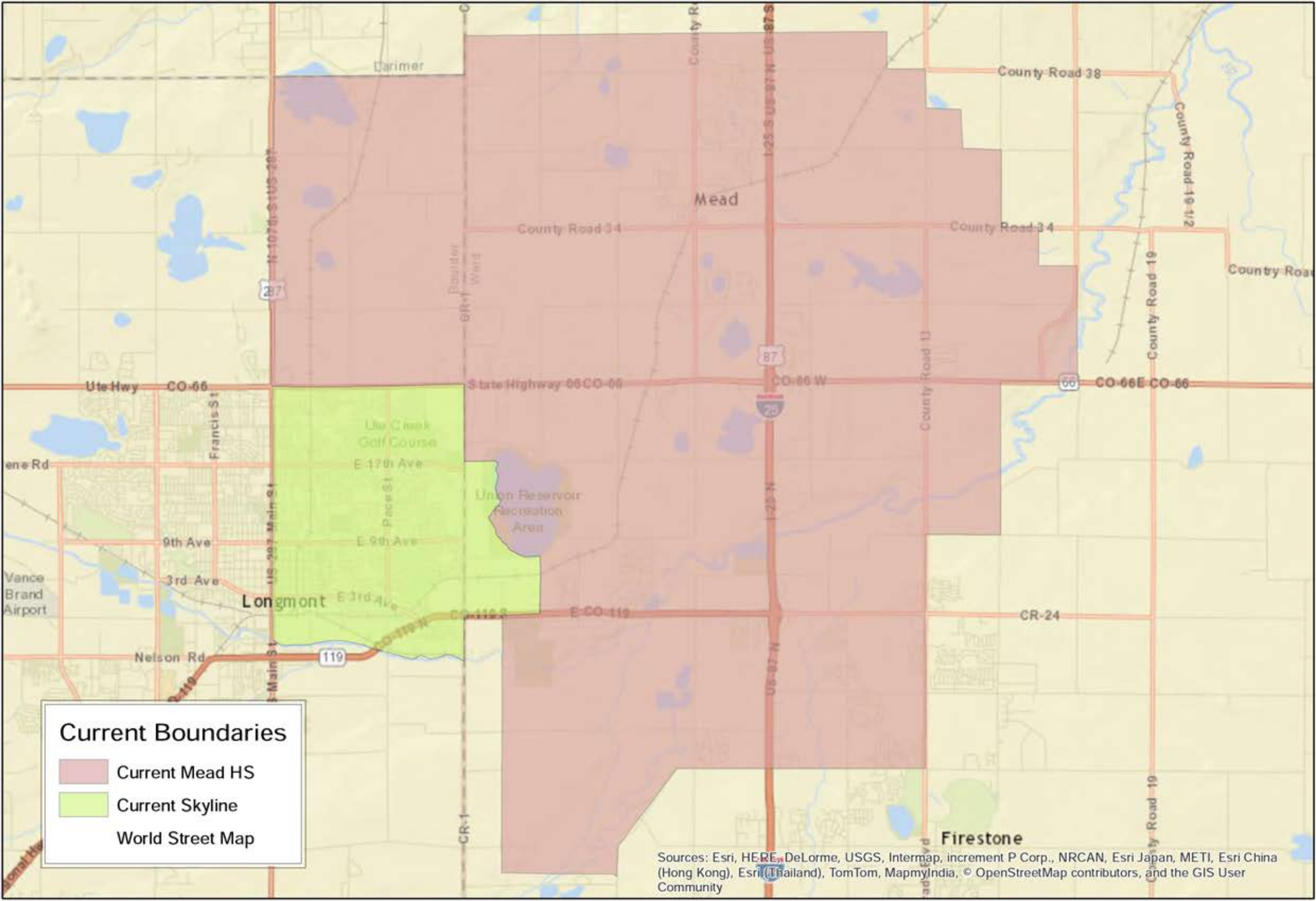
Mead MS

Timberline K8

Current Boundaries

- Mead MS
- Timberline K8

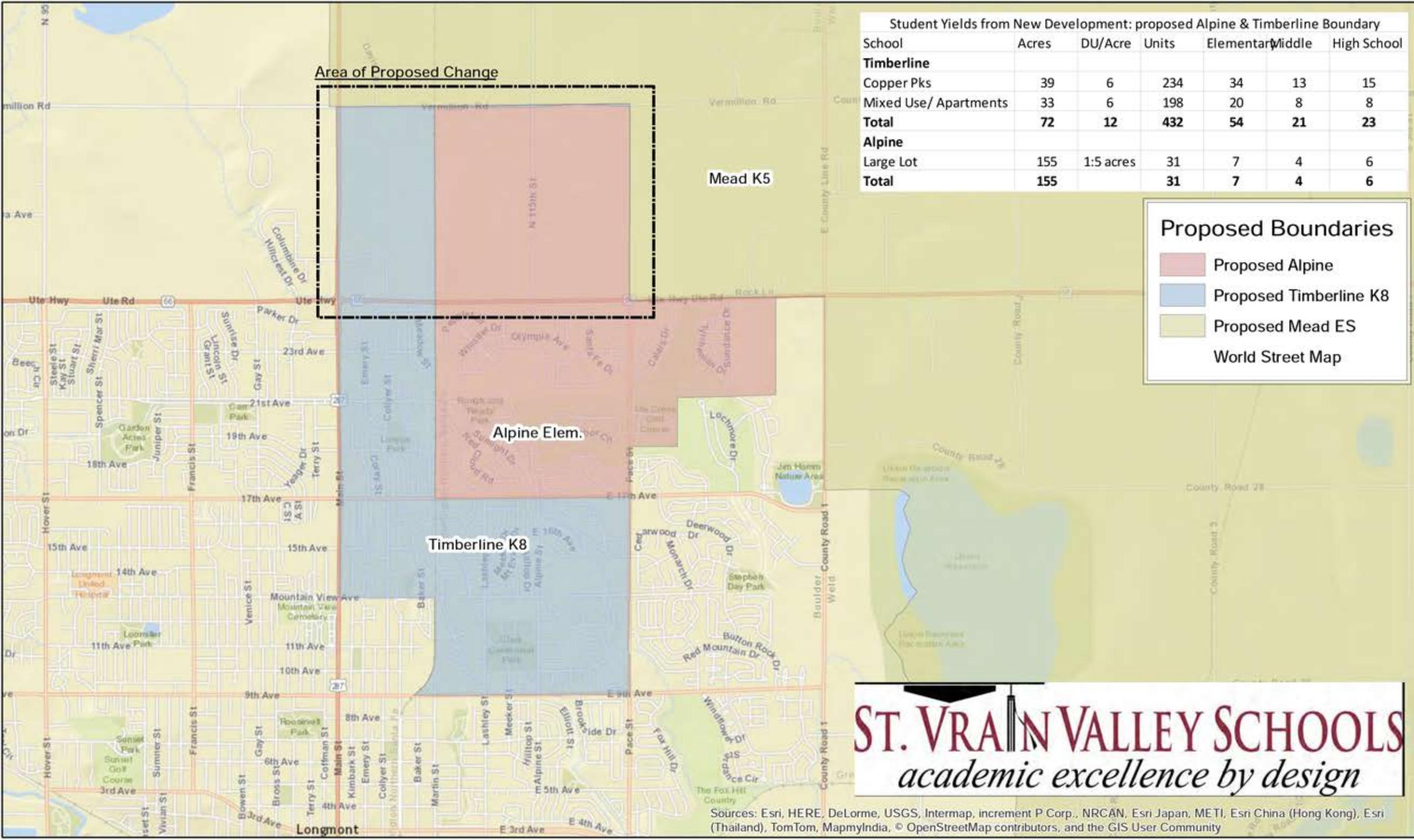
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Current Boundaries

- Current Mead HS
- Current Skyline
- World Street Map

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Area of Proposed Change

Mead K5

Alpine Elem.

Timberline K8

Student Yields from New Development: proposed Alpine & Timberline Boundary						
School	Acres	DU/Acre	Units	Elementary	Middle	High School
Timberline						
Copper Pks	39	6	234	34	13	15
Mixed Use/ Apartments	33	6	198	20	8	8
Total	72	12	432	54	21	23
Alpine						
Large Lot	155	1:5 acres	31	7	4	6
Total	155		31	7	4	6

Proposed Boundaries

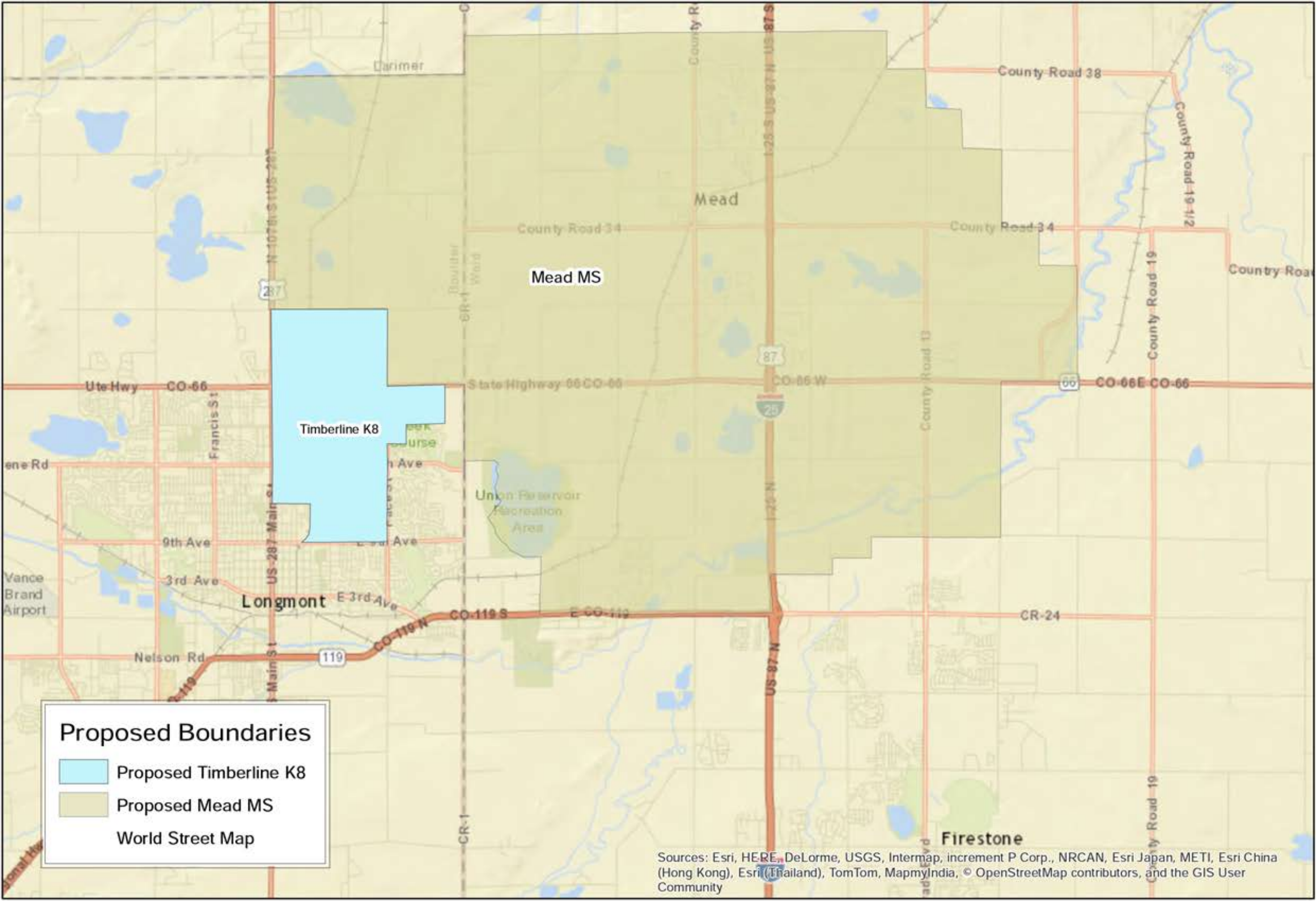
- Proposed Alpine
 - Proposed Timberline K8
 - Proposed Mead ES
- World Street Map



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Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

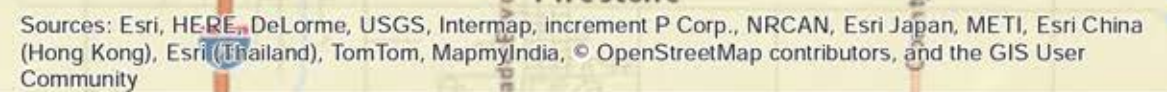


Proposed Boundaries

- Proposed Timberline K8
- Proposed Mead MS

World Street Map

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Meal Price Increase for the 2016-2017 School Year

RECOMMENDATION

That the Board of Education adopts the increase of school meal prices for the 2016-2017 school year. This increase is based on the continual increase in food, milk, labor, and benefits.

BACKGROUND

A recommendation to increase the cost of school lunches based on the following information:

	Elementary	Secondary	Adult
Breakfast Current	1.25	1.50	1.75
Breakfast 2016-17	1.50	1.75	2.00
Lunch Current			3.25
Lunch 2016-17			3.75

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Town of Frederick Urban Renewal Authority (FURA)
Intergovernmental Agreement

RECOMMENDATION

That the Board of Education approve the Intergovernmental Agreement between the Town of Frederick Urban Renewal Authority and the St. Vrain Valley School District to ensure the 2008 and 2012 mill levy overrides, bond redemption mills, and all future local school election revenue will be protected from the Tax Increment Financing (TIF) of the FURA in the undeveloped real property classified as the Eagle Business Park Urban Renewal Project.

BACKGROUND

District staff has worked with the Town of Frederick and legal counsel to develop the Agreement to protect the District from some of the negative impacts of Urban Renewal Authorities on school funding.

Terry Schueler will be available for questions.

**AGREEMENT FOR TAX INCREMENT REVENUE SHARING
BY AND BETWEEN THE FREDERICK URBAN RENEWAL AUTHORITY
AND ST. VRAIN VALLEY SCHOOL DISTRICT
(Eagle Business Park Urban Renewal Project)**

1.0 PARTIES. This Agreement (“**Agreement**”), is entered into effective as of the ____ day of _____, 2016 (the “**Effective Date**”), by and between the **FREDERICK URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**Authority**”), whose address is 401 Locust Street, Frederick, Colorado 80530, and the **SAINT VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado (the “**School District**”), whose address is 395 So. Pratt Parkway, ATTN: Chief Financial Officer, Longmont, CO 80501. (The Authority and the School District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”)

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Development Opportunity. The Parties have been advised that the real property described in Exhibit A (the “**Property**”) lying within the corporate limits of the Town of Frederick (the “**Town**”) has been selected by a developer (the “**Developer**”) as the preferred site for the location of a significant manufacturing operation that will create numerous primary manufacturing jobs and related ancillary jobs new to the region, including the Town and the School District (the “**Private Use**”). The Property is the only location in the State of Colorado considered for the Private Use.

2.2 Urban Renewal and Tax Increment Financing. To accommodate the Private Use, and to provide certain required public improvements it is necessary that the Property and the public streets adjoining and serving the Property should be included in an urban renewal plan, entitled as the “Eagle Business Park Urban Renewal Plan for the Eagle Business Park Urban Renewal Project” (the “**Plan**” or “**Urban Renewal Plan**”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”), to pay Eligible Costs of the Improvements and to offset the cost of services required to serve the Private Use. The proposed Plan is attached to this Agreement as Exhibit B.

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs) necessary to serve the Private Use and to comply with §31-25-107(4)(g), C.R.S. of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. The Urban Renewal Area contains Agricultural Land that requires compliance with the amendments to the Act contained in HB 10-1107 and is subject to the requirements imposed by the amendments to the Act required by HB 15-1348 on new urban renewal plans adopted after January 1, 2016. The Authority has submitted to the School District the Impact Report required by §31-25-107(3.5) of

the Act, which includes information necessary to comply with HB 10-1107 and HB 15-1348. The Impact Report is attached to this Agreement as Exhibit C.

2.3.1 The Urban Renewal Project is projected to create **170** new primary manufacturing jobs and **an undetermined, but significant number** of ancillary jobs that will benefit the Parties and the State of Colorado.

2.3.2 The Duration of time estimated to complete the Urban Renewal Project is the period of time stated in Section 4.7.

2.3.3 The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in Sections 4.7, 4.15 and the Impact Statement.

2.3.4 The nature and relative size of the revenue and other benefits expected to accrue to the Town, the School District, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Statement and include, without limitation:

2.3.4.1 The step up in value of the Agricultural Land for the purpose of establishing the initial base value of the Urban Renewal Area and calculating the subsequent TIF value in accordance with the requirements of HB 10-1107;

2.3.4.2 The increase in base value resulting from bi-annual general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;

2.3.4.3 The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;

2.3.4.4 The estimate of the impact of the Urban Renewal Project on School District and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;

2.3.4.5 The cost of additional School District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;

2.3.4.6 The capital or operating costs of the Parties, the Town, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348.

2.3.4.7 The legal limitations on the use of revenues belonging to the Parties, the Town, and any taxing entity in accordance with HB 15-1348;

2.3.4.8 The other estimated impacts of the Urban Renewal Project on School District and other taxing body services or revenues in accordance with §31-25-107(3.5) of the Act.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 10-1107 and HB 15-1348), the Parties desire to enter into this Agreement to facilitate adoption of the Plan.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

4.2 “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 “Agricultural Land” shall have the same meaning as defined in §31-25-103 of the Act.

4.4 “Authority” means the Party described in Section 1.0, the Frederick Urban Renewal Authority, a body corporate and politic of the State of Colorado.

4.5 “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

4.6 “Debt Service Mill Levies” means, for the Duration, the mill levies approved now or in the future by eligible electors of the School District for the servicing of the School District’s bonded indebtedness now or in the future, including any refunding of such bonded indebtedness, now or for the Duration.

4.7 “Duration” means the twenty-five year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-109(a) of the Act, the Plan, and the Impact Statement.

4.8 “Eligible Costs” means those costs eligible to be paid or reimbursed from Property Tax Increment Revenues pursuant to the Act.

4.9 “Impact Statement” means the impact statement setting forth the burdens and benefits of the Urban Renewal Project, attached to this Agreement as Exhibit C.

4.10 “Improvements” means the improvements required to serve the Private Use.

4.11 “Mill Levy Overrides” means, for the Duration, those mill levies approved by the eligible electors of the School District, including those approved in November 2008 and November 2012, and any such overrides approved in the future while this Agreement is in effect.

Such Mill Levy Overrides being the additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act.

4.12 "Party" or "Parties" means the Authority or the School District or both and their lawful successors and assigns.

4.13 "Plan" means the urban renewal plan defined in Section 2.2.

4.14 "Project" shall have the same meaning as Urban Renewal Project.

4.15 "Property Tax Increment Revenues" means all of the TIF revenues described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the Urban Renewal Project.

4.16 "Remainder of the Property Tax Increment Revenues" means all of the Property Tax Increment Revenues remaining after payment of the School District Tax Levy Allocation Revenues pursuant to this Agreement.

4.17 "Special Fund" means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.18 "School District" means the Party described in Section 1.0, Saint Vrain Valley School District RE-1J, a public body corporate and political subdivision of the State of Colorado.

4.19 "School District Tax Levy Allocation Revenues" means the portion of Property Tax Increment Revenues produced by the School District Debt Service Mill Levies and the Mill Levy Overrides to be paid to the School District from the Special Fund as specified in Section 5.1.

4.20 "TIF" means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

4.21 "Town" means the Town of Frederick, Colorado.

4.22 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.23 "Urban Renewal Plan" means the Eagle Business Park Urban Renewal Plan for the Eagle Business Park Urban Renewal Project attached to this Agreement as Exhibit B.

4.24 "Urban Renewal Project" means all of the undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

5.0 SHARING OF SCHOOL DISTRICT TAX LEVY ALLOCATION REVENUES. In compliance with the requirements of HB 15-1348 and to obtain the agreement of the School District to the inclusion of Agricultural Land in the Urban Renewal Area as required by HB 10-

1107, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

5.1 The School District Tax Levy Allocation Revenues. After deducting one percent (1%) for administration of this Agreement, the Authority agrees to calculate and pay to the School District, the School District Tax Levy Allocation Revenues it receives each year from the Weld County Treasurer for the Duration of the Urban Renewal Project from the Property Tax Increment Revenues produced from the TIF portion of the assessment roll while the provisions of §31-23-107(9) of the Act are in effect in the Urban Renewal Area. The School District Tax Levy Allocation Revenues to be paid to the School District shall be placed in a separate account created for such purpose. Commencing on the date of this Agreement and for a period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the “Duration”), the Authority, on or before the 20th day of each month, shall pay all such School District Tax Levy Allocation Revenues received into such account through the preceding month to the School District.

5.2 Use and Purpose of School District Tax Levy Allocation Revenues. The School District agrees that the purpose and use of the School District Tax Levy Allocation Revenues paid by the Authority pursuant to this Agreement are to comply with the requirements of HB 10-1107; §§31-25-107(3.5) and (11) of the Act; and HB 15-1348 to address and compensate the School District for the impacts of the Plan on School District revenues and services necessary to serve the Urban Renewal Area for the Duration of the Urban Renewal Project.

5.3 Subordination Consent Required. With the prior written consent of the School District, as evidenced by a resolution approved by the School District Board, the obligation of Authority to pay all or part of the School District Tax Levy Allocation Revenues to the School District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with Bonds, including loans or advances to, or indebtedness incurred by Authority for financing or refinancing, in whole or in part, the Urban Renewal Project.

6.0 CONSENTS AND WAIVERS. In consideration of the creation of the account and the transfer of the School District Tax Levy Allocation Revenues to or on behalf of the School District as described in Section 5.1, this Agreement shall constitute the agreement in writing by the School District to the following provisions.

6.1 Inclusion of Agricultural Land in Urban Renewal Area. This Agreement constitutes agreement by the School District to inclusion of the Agricultural Land in the Urban Renewal Area as required by HB 10-1107 and §31-25-107(1)(c)(II)(D) of the Act.

6.2 Pledge of Remainder of Property Tax Increment Revenues. Except for the School District Tax Levy Allocation Revenues, which are governed by this Agreement, the School District recognizes and agrees that in reliance on this Agreement, the Authority intends to irrevocably pledge all or any part of the Remainder of the Property Tax Increment Revenues it receives to payment of the Authority’s Bonds in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement. The

Remainder of the Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act and is and shall be an obligation of the Parties pursuant to §31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Remainder of the Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Remainder of the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the Remainder of the Property Tax Increment Revenues.

7.0 NOTIFICATION OF SUBSTANTIAL MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the School District of any intended substantial modification of the Plan as required by §31-25-107(3.5)(a) of the Act. This Agreement is not part of the Plan.

8.0 WAIVER. Except for the notice required by Section 7.0, as authorized by the Act (including the provisions of HB 15-1348), the School District hereby waives any provision of the Act that provides for notice to the School District, requires any filing with or by the School District, requires or permits consent from the School District, and provides any enforcement right to the School District for the Duration.

9.0 AGREEMENT CONFINED TO SCHOOL DISTRICT TAX LEVY ALLOCATION REVENUES. This Agreement applies only to the School District Tax Levy Allocation Revenues, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Weld School District Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the Town or the Authority.

10.0 MISCELLANEOUS.

10.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

10.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the School District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

10.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations

other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

10.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

10.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

10.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.14 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.15 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.16 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

If to the Authority:

Frederick Urban Renewal Authority
Attention: Executive Director
401 Locust Street
P.O. Box 435
Frederick, Colorado 80530
Telephone: (720) 382-5500
Facsimile: (720) 382-5520
Email: mlecerf@frederickco.gov

with a copy to:

Samson Law Firm, PC
Attention: Rick Samson, Esq.
255 Weaver Park Rd., Suite 200
Longmont, Colorado 80501
Telephone: 303.776.1169
Facsimile: 303.776.5444
Email: rick@samsonlongmontlaw.com

If to the School District: St. Vrain Valley School District
Attn: Chief Financial Officer
395 So. Pratt Parkway
Longmont, CO 80501

with a copy to: Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC
Attn: Blair Dickhoner
PO Box 978
515 Kimbark Street, 2nd Floor
Longmont, CO 80502-0978
Telephone: 303-776-9900
Facsimile: 303-776-9100
Email: bdickhoner@lgkhlaw.com

10.17 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

10.18 Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.19 Waiver. Pursuant to C.R.S. §31-25-107(11), the School District agrees to waive all provisions of Part 1 of the Act that provide for notice to the School District, require any filing with or by the School District, require or permit consent from the School District, or provide for any enforcement right to the School District.

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the Authority and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a political subdivision of the State of Colorado

By: _____
Title: Board of Education President

Date: _____

ATTEST:

Debbie Lammers, Board of Education Secretary

FREDERICK URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado

By: _____

ATTEST:

By: _____

Exhibit A
Legal Descriptions of the Area

PARCELS:

L1 EAGLE BUSINESS PARK
L1A EAGLE BUSINESS PARK FG #2
L1B EAGLE BUSINESS PARK FG#3
TRACT 2B EAGLE BUSINESS PARK FG#3
TRACT 3B EAGLE BUSINESS PARK FG#3
TRACT 4B EAGLE BUSINESS PARK FG#3
OUTLOT 1B EAGLE BUSINESS PARK FG#3
OUTLOT 2B EAGLE BUSINESS PARK FG#3
OUTLOT 3B EAGLE BUSINESS PARK FG#3
OUTLOT 4B EAGLE BUSINESS PARK FG#3
Lot 1 EAGLE BUSINESS PARK FG# 4A
Lot 2 EAGLE BUSINESS PARK FG# 4A
L3A EAGLE BUSINESS PARK FG #2

RIGHTS-OF-WAY:

ALL PUBLIC RIGHTS-OF-WAY ASSOCIATED SILVER BIRCH BLVD/WCR 11 FROM ITS INTERSECTION WITH STATE HIGHWAY 52 TO ITS INTERSECTION WITH WCR 20.5

ALL PUBLIC RIGHTS-OF-WAY ASSOCIATED WITH TIPPLE PKWY/WCR 16 FROM ITS INTERSECTION WITH EAST I-25 FRONTAGE ROAD TO ITS INTERSECTION WITH COLORADO BLVD/WCR 13

Exhibit B
Depiction of the Area



Exhibit C
Impact Report (See Attached Narrative and Spreadsheet)

Attachment A: Tax Increment Calculation

<u>Land Use:</u>	<u>Land</u> <u>Sq. Ft.</u>	<u>Building</u> <u>Construction</u> <u>2022</u>	<u>Building</u> <u>Construction</u> <u>2023</u>	<u>Building</u> <u>Construction</u> <u>2024</u>	<u>Building</u> <u>Construction</u> <u>2025</u>	<u>Building</u> <u>Construction</u> <u>2026</u>	<u>Building</u> <u>Construction</u> <u>2027</u>	<u>Building</u> <u>Construction</u> <u>2028</u>	<u>Building</u> <u>Construction</u> <u>2029</u>	<u>Building</u> <u>Construction</u> <u>2030</u>	<u>Building</u> <u>Construction</u> <u>2031</u>	<u>Building</u> <u>Construction</u> <u>2032</u>
Commercial	3,973,820	15,000	0	15,000	0	15,000	0	15,000	0	15,000	0	15,000

Annual Property Tax Revenue Estimates									Estimated County Tax Base and Estimated Tax Increment			
<u>Year</u>	<u>Total</u> <u>Sq. Ft</u> <u>Constructed</u>	<u>Appraised</u> <u>Value</u>	<u>Inflation</u>	<u>Estimated</u> <u>Total</u> <u>Property</u> <u>Value</u>	<u>Estimated</u> <u>Assessed</u> <u>Value</u>	<u>Estimated</u> <u>Base</u> <u>Multiplier</u>	<u>Estimated</u> <u>Assessed</u> <u>Base</u>	<u>Estimated</u> <u>SVVSD</u> <u>Revenues</u> <u>With New</u> <u>Development</u>	<u>Estimated</u> <u>SVVSD Tax</u> <u>From</u> <u>New Tax</u> <u>Base</u>	<u>Estimated</u> <u>Tax</u> <u>Base</u> <u>Without</u> <u>Development</u>	<u>Total Tax</u> <u>Increment</u> <u>from</u> <u>Created</u> <u>Development</u>	<u>Total</u> <u>Property</u> <u>Tax</u> <u>Increment</u>
2015	0	62,458	0.00%	62,458	18,140	0.00%	18,140	978	978	978	0	0
2016	0	62,458	0.00%	62,458	18,140	0.00%	18,140	978	978	978	0	0
2017	0	63,239	0.00%	63,239	18,339	0.00%	18,339	988	988	988	0	0
2018	0	63,239	0.00%	63,239	18,339	0.00%	18,339	988	988	988	0	0
2019	0	64,029	0.00%	64,029	18,569	0.00%	18,569	1,001	1,001	2,786	-1,785	0
2020	0	64,029	0.00%	64,029	18,569	0.00%	18,569	1,001	1,001	2,786	-1,785	0
2021	0	64,829	0.00%	64,829	18,801	0.00%	18,801	1,013	1,013	1,013	0	0
2022	15,000	532,033	0.00%	532,033	154,290	0.00%	18,801	8,314	1,013	2,821	5,493	7,301
2023	15,000	825,080	0.00%	825,080	239,273	32.71%	78,266	12,894	4,218	1,142	11,752	8,676
2024	30,000	1,290,066	0.00%	1,290,066	374,119	32.71%	78,266	20,160	4,218	1,164	18,996	15,943
2025	30,000	1,668,874	0.00%	1,668,874	483,974	25.00%	120,993	26,080	6,520	1,187	24,892	19,560
2026	45,000	2,136,113	0.00%	2,136,113	619,473	25.00%	120,993	33,382	6,520	1,211	32,171	26,862
2027	45,000	3,001,721	0.00%	3,001,721	870,499	23.00%	200,215	46,909	10,789	1,235	45,674	36,120
2028	60,000	3,414,763	0.00%	3,414,763	990,281	23.00%	200,215	53,363	10,789	1,259	52,104	42,574
2029	60,000	4,354,255	0.00%	4,354,255	1,262,734	21.59%	272,624	68,045	14,691	1,284	66,761	53,354
2030	75,000	6,171,077	0.00%	6,171,077	1,789,612	21.59%	272,624	96,437	14,691	1,310	95,127	81,746
2031	75,000	6,293,264	0.00%	6,293,264	1,825,047	15.23%	277,955	98,346	14,978	1,336	97,011	83,368
2032	90,000	6,515,075	0.00%	6,515,075	1,889,372	15.23%	277,955	101,813	14,978	1,362	100,450	86,834
2033	90,000	6,645,377	0.00%	6,645,377	1,927,159	14.72%	283,678	103,849	15,287	1,389	102,460	88,562
2034	90,000	6,776,955	1.98%	6,776,955	1,965,317	14.72%	283,678	105,905	15,287	1,417	104,488	90,618
2035	90,000	6,911,139	1.98%	6,911,139	2,004,230	14.15%	283,599	108,002	15,282	1,445	106,557	92,720
2036	90,000	7,047,980	1.98%	7,047,980	2,043,914	14.15%	283,599	110,140	15,282	1,473	108,667	94,858
2037	90,000	7,187,530	1.98%	7,187,530	2,084,384	13.87%	289,104	112,321	15,579	1,502	110,819	96,742

2038	90,000	7,329,843	1.98%	7,329,843	2,125,654	13.87%	289,104	114,545	15,579	1,532	113,013	98,966
2039	90,000	7,474,973	1.98%	7,474,973	2,167,742	13.61%	295,030	116,813	15,898	1,563	115,251	100,915
2040	90,000	7,622,978	1.98%	7,622,978	2,210,664	13.61%	295,030	119,126	15,898	1,593	117,533	103,228
2041	90,000	7,773,913	1.98%	7,773,913	2,254,435	13.34%	300,742	121,485	16,206	1,625	119,860	105,279
Total								1,583,897	249,671	38,390	1,545,506	1,334,226

Assumptions:

Depreciation	10%	
Inflation	1.98%	(In years after construction is complete.)
Weld County Mills	15.800	
Total Mill Levy	150.050	
Commercial Assessment	29.00%	
Property Appreciation in Reappraisal Years	2.00%	(Until construction is complete)
Personal Property has not been included in calculations		

ST. VRAIN VALLEY SCHOOL DISTRICT IMPACT REPORT

URBAN RENEWAL PLAN FOR THE EAGLE BUSINESS PARK URBAN RENEWAL PROJECT

NATURE OF THE PROJECT

The nature of the project is to develop commercial/industrial uses in the urban renewal area, focusing on primary job creation. The urban renewal project will result in jobs that are new to Colorado and the region. But for this urban renewal project such new uses and the jobs created would not be located in Colorado. As part of the establishment of the urban renewal area elimination of blight will be the objective to facilitate the commercial industrial development. The properties in the area are zoned industrial, business light industrial and employment.

ESTIMATED DURATION OF THE PROJECT

The duration of time required to complete the urban renewal project is more than 25 years.

NUMBER OF PRIMARY AND ANCILLARY JOBS

Within the first 7 years, an estimated 170 jobs will be created in the project area paying an average wage of approximately \$77,000 per year – with bonus compensation is \$90,000 and with benefits it swells to over \$106,000. Ancillary jobs created by the project is undetermined at this time, but are expected to be significant.

ESTIMATED ANNUAL PROPERTY TAX INCREMENT

The estimated property tax increment will vary every year based on improvements and reassessments of the property in the UR Area. Included with this Narrative Impact Statement is Attachment A, which shows the estimated annual property tax increment in dollars format.

INCREASE IN BASE VALUE GOING FROM AGRICULTURAL TO VACANT CLASSIFICATION

The current assessed value of all land in the proposed urban renewal area classified as agricultural is \$23,810, [and the total combined assessed value of all the land in the area is \$275,360]. In accordance with Section 31-25-107(9)(g), C.R.S., the Weld County Assessor has stated that the statutory base value for the purposes of calculating future property tax increment revenue shall be established at \$2,065,137 upon approval of the urban renewal plan by the Town Board of Trustees. Thus, all public bodies that levy ad valorem property taxes in the area will enjoy an immediate increase in tax revenue as a result of the urban renewal project. Included with this Narrative Impact Statement is Attachment A, which shows the estimated and increasing base values in dollars format beginning with the initial increase in revenue resulting from reclassification from agricultural to vacant.

INCREASE IN LAND VALUATION

In addition to the increased base value at the outset of the project, the taxing bodies will benefit from the exclusion of all oil and gas sites from the urban renewal plan and the increase in base value resulting from the periodic revaluation of the base after increases in assessed value due to construction of buildings and other improvements and the corresponding increase

in personal property in the urban renewal area. All such increases are included in Attachment A.

BENEFIT OF IMPROVEMENTS TO EXISTING TAXING ENTITY INFRASTRUCTURE

Streets and roads in the urban renewal area have been damaged by heavy truck traffic associated with oil and gas operations and from flood damage. The benefits of the improvements to the existing taxing entity infrastructure will include the development and construction of new roads which are resilient to natural disasters when compared to their current conditions, expansion of the raw water system, electrical distribution system, additional water resources, and other transportation network enhancements.

ESTIMATE OF THE IMPACT OF UR PROJECT ON TAXING ENTITIES

There are no direct effects upon the taxing entities that will not be more than offset by the increases to the revenue from increases in the base value directly attributable to the urban renewal project. The impacts that may occur would only when services are delivered directly and those would only include the fire district. Other taxing bodies generally would not provide services directly to the commercial property. The fire district stands to receive about \$4 million over the life of the project as a result of the area development the impact. There will be nowhere close to this cost associated with impact directly from this project.

NEW CAPITAL AND OPERATING COSTS AS A RESULT OF UR PROJECT

All utility infrastructure is in place near the urban renewal area. No new capital costs are expected to be incurred by any taxing body that will not be more than offset by the revenue from increases in the base value directly attributable to the urban renewal project as shown in Attachment A. Operating and maintenance costs to maintain new roads and streets will be the responsibility of the Town, which is expected to be less than the cost to maintain a gravel road on a weekly basis.

LEGAL LIMITATIONS ON USE OF REVENUES

There are no expected legal limitations on use of revenues belonging to the municipality or any taxing entity as all uses will be within the prescriptive uses as outlined in the state statute, as amended to the date of the Plan.

OTHER ESTIMATED IMPACTS OF UR PROJECT

As stated above, the increased base value (from agricultural to vacant) at the outset of the project, the benefit to taxing bodies from the exclusion of all oil and gas sites from the urban renewal plan, and the continuing increase in base value resulting from the periodic revaluation of the base after increases in assessed value due to construction of buildings and other improvements and the corresponding increase in personal property in the urban renewal area more than offset other estimated impacts of the urban renewal project on taxing bodies. No other impacts of the urban renewal project will be placed on the county and taxing body services as current services provided by these entities which may be necessary will be covered to service additional development that would occur in the area. Most of these services including

infrastructure needs are currently provided and will continue to be provided by the municipality including water, roads, and electric infrastructure.

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Second Review and Approval to acquire a 10-acre Parcel of Land in the Wyndham Hill Subdivision Located in Frederick, Colorado

RECOMMENDATION

That the Board of Education authorize District staff to sign the necessary closing documents and acquire a 10-acre parcel of land known as the Wyndham Hill Elementary Site.

BACKGROUND

This is the second review and final approval for this parcel. The parcel is located in the Wyndham Hill Subdivision West of I-25 and North of HW 52 in the Town of Frederick, Colorado. Site maps are attached.

As part of the Wyndham Hill Annexation Agreement, the developer agreed to dedicate this parcel to the District without cost to the District, free and clear of all liens, encumbrances and exceptions other than those reasonably approved in writing by the District, and in compliance with all other applicable requirements of the Intergovernmental Agreement. This parcel is being evaluated in terms of oil well proximity and undermining, and will be reviewed by Colorado Geological Survey as required by State Law HB 1045 (1984).

With approval by the Board and completion of the necessary testing and site evaluation, District staff will complete the closing to acquire the parcel. This site will be identified as the Tri-Town elementary building location should voters approve the proposed 2016 Bond Measure in November.

ST. VRAIN VALLEY SCHOOLS

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Wyndham Site
Oil & Gas - Vicinity

Planned Schools = 55

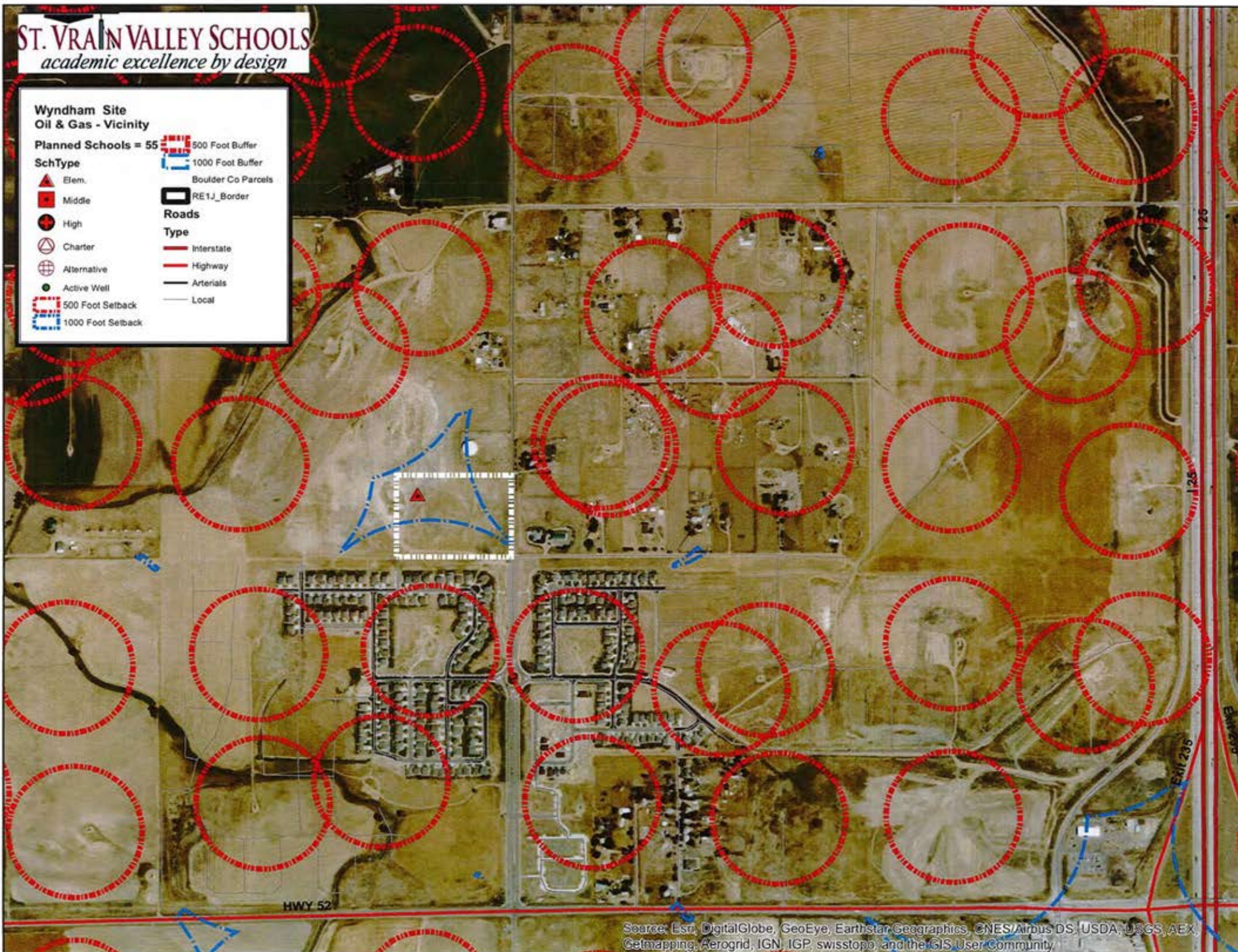
SchType

-  Elem.
-  Middle
-  High
-  Charter
-  Alternative
-  Active Well
-  500 Foot Setback
-  1000 Foot Setback
-  500 Foot Buffer
-  1000 Foot Buffer
-  Boulder Co Parcels
-  RE1J_Border

Roads

Type

-  Interstate
-  Highway
-  Arterials
-  Local



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

ST. VRAIN VALLEY SCHOOLS

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Wyndham Hill - Oil Impact Map



School Site - 10ac
Boundary approx

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Robert J. Smith, President, Board of Education

SUBJECT: Approval of Fifth Addendum to Superintendent's Employment Agreement

RECOMMENDATION

That the Board of Education approve the attached Fifth Addendum to Dr. Haddad's 2013 Restated Employment Agreement.

BACKGROUND

I recommend that Dr. Don Haddad's base annual salary be increased from \$250,000 to \$260,125, effective July 1, 2016. By any measure, Dr. Haddad's performance has both goals and expectations, and his leadership has resulted in numerous state and national awards. The District's current positive financial status is largely a function of Dr. Haddad's performance, dedication, and leadership.

This increase will be commensurate with the average percentage increase given to all other employees.

FIFTH ADDENDUM TO RESTATED EMPLOYMENT AGREEMENT

1. **PARTIES.** The parties to this *Fifth Addendum to Restated Employment Agreement* ("Addendum") are: **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** ("District"); and **DONALD T. HADDAD** ("Employee").
2. **RECITALS AND PURPOSE.** The parties have previously executed the *2013 Restated Employment Agreement* (herein "Agreement") regarding the terms and conditions under which Employee is employed as the District's Superintendent of Schools, which Agreement was further amended by four previous addenda. The parties desire to now further amend the Agreement and desire to reduce such amendment and modification to writing as an Addendum, as required by Paragraph 19 of the Agreement. Accordingly, in consideration of the mutual covenants stated in the Agreement and in this Addendum, the parties hereby stipulate and agree to the following.
3. **SALARY ADJUSTMENT.** Paragraph 5.1 ("*Salary*") of the Agreement is amended as follows, with new language shown by underlines and deletions shown by ~~strikeouts~~. Any provision of Paragraph 5 that is not so amended herein remains in full force and effect.

Effective July 1, ~~2015~~ 2016 the District shall pay Employee an annual salary of ~~\$250,000~~ \$260,125.00, payable in arrears in equal installments on the District's regular pay day. Deductions authorized by law, by Board policy, or at the direction of the Employee may be made from the installments of salary. ~~It is the consensus of the Board that the adjusted base salary stated herein not only reflects excellent performance and but is more consistent with compensation provided by similar large school districts to their respective superintendents based upon a recent market survey.~~

4. **RATIFICATION.** All other provisions of the Agreement that are not amended or modified herein remain in full force and effect, specifically including the Board's continuing obligations under paragraph 9, and are hereby ratified and affirmed by the parties.

Dated: May 25, 2016

ST. VRAIN VALLEY SCHOOL DISTRICT

By: _____
Robert J. Smith, Board President

Attest:

Debbie Lammers, Board Secretary

Donald T. Haddad, Employee

MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Robert J. Smith, President, Board of Education
SUBJECT: Adoption of Resolution to Commit Funds for the Superintendent Contract

RECOMMENDATION

That the Board of Education adopt the Resolution to commit funds for the Superintendent Contract.

BACKGROUND

This Resolution is needed for the Board to legally comply with Section 20 of Article X of the Colorado Constitution. It commits the source of funds to meet the financial obligations of the District in the event that the District terminates Dr. Haddad's contract pursuant to Section 6.4 of the Employment Agreement. Under TABOR, a multi-year financial obligation requires either voter approval or Board-approved committed funds to meet the future obligation.

Dr. Haddad's 2016-17 Employment Agreement allows the Board to buy out his remaining term of employment up to a maximum of two years' salary/benefits. The amount of the committed funds would remain in the District's reserves, but would be moved from the "unassigned" to the "committed" classification. Once adopted, under TABOR, the commitment remains non-revocable until the obligation is eliminated. If the contract is not bought out, the committed reserves then automatically shift back into the unassigned reserves.

Greg Fieth, Chief Financial Officer, will be present to answer questions

**A RESOLUTION OF THE BOARD OF EDUCATION OF
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J COMMITTING AND
RESERVING FUNDS TO MEET FUTURE FINANCIAL OBLIGATIONS**

WHEREAS, Section 20 of Article X of the Colorado Constitution prohibits the creation of financial obligations without voter approval unless such obligations are met through an irrevocable pledge of existing funds which are currently unassigned within the District's reserves; and

WHEREAS, the District's General Fund will require committed funds in approximately the amount of \$654,000 with respect to meeting its obligations arising under Paragraph 6.4 under the Superintendent's Employment Agreement, and a one-time funding capped at \$51,000 for payments specified under Paragraph 5.2 under the Superintendent's Employment Agreement; and

WHEREAS, the District's Board of Education is willing to meet this future contingent financial obligation by irrevocably pledging a portion of its unassigned reserves in accordance with the provisions of Section 20 of Article X of the Colorado Constitution; and

WHEREAS there is no tax increase or change in tax rate associated with this pledge of reserves;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J THAT:

1. Pursuant to Section 20 of Article X of the Colorado Constitution, \$705,000 of the District's current unassigned General Fund Reserves is hereby committed as the source of revenue to meet the District's multi-year financial obligations to adequately fund the financial commitments arising under paragraph 6.4 and 5.2 of the Superintendent's Employment Agreement through the end of its term of June 30, 2020.
2. Such commitment shall remain irrevocable by the Board of Education until such obligation expires.
3. This Resolution shall be effective immediately upon passage.
4. District staff is hereby directed to take such action as may be required to effectuate the intent and purpose of this Resolution.

Dated: May 25, 2016

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By _____
Robert J. Smith, Board President

ATTEST:

Debbie Lammers, Board Secretary

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Negotiated Agreement with the St. Vrain Valley Education Association

RECOMMENDATION

That the Board of Education approve the changes to the Agreement between the St. Vrain Valley Education Association (SVVEA) and the St. Vrain Valley School District RE-1J, as outlined in the attached Memorandum of Agreement (MOA), effective July 1, 2016, upon approval by the Board of Education.

BACKGROUND

The negotiation teams for the District and for SVVEA met for several months in the spring for discussions regarding proposed language changes in the existing Agreement, including compensation matters. The discussions resulted in a number of tentative agreements and the MOA that is attached.

SVVEA has formally notified the District that their membership has voted to approve these changes to the Agreement for the 2016-17 contract year. Please be advised that this MOA is not official until approved and voted on by the Board of Education on the evening of May 25, 2016.

MEMORANDUM OF AGREEMENT

- 1 **PARTIES.** The parties to this Memorandum of Agreement are the negotiating teams for the **ST. VRAIN VALLEY EDUCATION ASSOCIATION** (Association) and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** (District).
- 2 **RECITALS AND PURPOSE.** This Memorandum of Agreement summarizes the tentative agreements reached between the teams prior to and on May 5, 2016. When ratified by the Association and the District's Board of Education, the tentative agreements described below will be incorporated in the current Agreement between the parties.
- 3 **SUPERSEDES CURRENT AGREEMENT.** Notwithstanding any provisions to the contrary set forth above in the Agreement between the parties dated June 2015 (Agreement), or in Appendixes A through K of the Agreement, the amendments to the Agreement described below shall be effective upon the ratification and approval of this Memorandum of Agreement and shall remain in full force and effect through June 30, 2018 unless otherwise stated.
- 4 **TERM OF AGREEMENT.** The parties agree that the expiration of the Agreement shall be June 30, 2018. Accordingly, Article 37 shall be amended to read:
 - 37.1 This Agreement shall become effective on July 1, ~~2015~~ 2016, and shall remain in effect until June 30, ~~2017~~ 2018. Negotiations concerning a successor Agreement shall be in accordance with Article 4 and Appendix F.
- 5 **COMPENSATION MATTERS.**
 - 5.1 The base salary will be increased by \$1,000. Accordingly, the current base salary of \$36,000 in the salary schedule will be increased to \$37,000. See Exhibit A.
 - 5.2 The District shall grant steps earned during the 2015-16 school year, effective in the 2016-16 school year. These steps shall be awarded August 1, 2016. Teachers will advance through the salary schedule according to current Human Resources practices.
 - 5.3 Teachers who are at the maximum standard step on the teacher salary schedule during the 2015-16 school year will receive one-time extra pay equivalent to a standard step amount for the column in which they are placed in proportion to their FTE. This pay is considered part of their salary for work performed and is PERA includable.

- 5.4** Each year the SVVEA and the District may negotiate one-time extra pay for individuals who are at the maximum yellow step on the teacher salary schedule. Currently, there are two groups of teachers who are placed at the maximum yellow step (Group A and Group B). Group A and Group B one-time extra pay may be negotiated separately. The parties agree that for the 2016-17 school year one-time extra pay will be allocated and will be paid as indicated below.
- 5.4.1** Group A – Employees in this group were placed at the maximum (last) temporary step in 2015-16, which is the last yellow cell in each of the columns. In addition, they did not receive a step for the year of experience for 2014-15 due to being at the maximum yellow step (only received three steps during placement on the new salary schedule). Therefore, they received \$2,100 in one-time extra pay in the 2015-16 school year. The one-time extra pay for individuals will be \$2,100 prorated based on their FTE. They also receive a percentage of the base as stated in the 2015-16 MOA.
- 5.4.2** Should any individual in Group A receive a lateral move, and is granted a step through the lateral move process, the one-time extra pay will not be paid and the individual will be removed from Group A. However, when the individual moves laterally and is on the maximum yellow step for the second year, the individual will move into Group B. Once an individual moves out of Group A and into Group B, from that point forward they will not be able to re-enter into Group A. Exception: If an individual is at the MA 40 Step 23 and moves laterally to MA 60 Step 23, there is no opportunity for a step. Individuals in this situation will remain in Group A.
- 5.4.3** Group B – Employees in Group B are individuals who received all four steps granted in 2015-16 and were placed at the maximum yellow step in 2015-16. Since they received all four steps, they were not eligible for the one-time extra pay in 2015-16. Once they are at the maximum yellow step in 2015-16 they are not able to receive a paid step for experience. Employees in Group B will receive one-time extra pay in the amount of \$1,350 for the 2016-17 school year (prorated based on their FTE), which is equivalent to the standard step. They also receive a percentage on the base as stated in Appendix A, 1.3.3 See Exhibit B.
- 5.4.4** Should any individual in Group B receive a lateral move, and be granted a step through the lateral process, they will exit Group B and the one-time extra pay will not be paid. However, if an individual reaches the maximum step and subsequently does not receive an experience step, they will re-enter Group B. Exception: If an individual is at the MA 40 Step 23 and moves laterally to MA 60 Step 23, there is no opportunity for a step. Individuals in this situation will remain in Group B.

- 5.5 The District will fund educational lanes for the 2016-17 school year. Teachers who meet the requirements for lateral movement on the Salary Schedule may advance through the Salary Schedule pursuant to Article 32 and District Policy GCB.
- 5.6 The District will pay the employee portion of the mandatory PERA increase from money otherwise available for compensation without reducing the base salary.
- 5.7 The District will pay increases to health and dental insurances for employee only coverage.

6 SALARY NEGOTIATIONS. It is the intent of the parties that salary negotiations for fiscal year 2017-18 shall include full discussion of all compensation matters. It is expressly understood that the salary negotiations may include vertical and horizontal increments on the salary schedule and whether such increments will be granted or suspended. Accordingly, Appendix F shall be amended to read, in part:

- 1.1 It is understood that this Agreement expires June 30, ~~2017~~ 2018. All compensation and insurance matters including whether education lanes and an experience step shall be granted or withheld, will be subject to negotiations for the ~~2016-15~~ 2017-18 school year. The Association or the District may follow the process set forth in Article 4 to conduct negotiations concerning a successor Agreement not later than March 1, ~~2015~~ 2017.
- 1.2 Pursuant to Section 22-32-110(5), C.R.S., the Superintendent and Board may also reopen a portion of negotiations related to salaries and benefits as may be necessary as a result of the legal budget adoption process. The negotiations conducted then shall be commenced not later than 15 calendar days from the request to open negotiations and negotiations shall terminate not later than 45 calendar days after such request. The parties may extend the termination date by mutual consent. It shall be the duty of both parties to negotiate in timely fashion and good faith. Notwithstanding the dates above, the procedures set forth in Article 4 shall apply. To the extent that this Agreement creates a multi-fiscal year financial obligation for the District which would be subject to TABOR, these financial obligations shall be subject to annual appropriation pursuant to Article XX, Section 10 of the Colorado Constitution.

7 INSURANCE.

- 7.1 For the 2016-17 school year, the District shall continue to fund health insurance for Employee-only premiums for the teachers at the current contribution level of \$5 (Kaiser) or \$15 (CNIC) per month, depending upon the individual coverage selected by the teacher, and dental insurance for employee-only premiums for

teachers. The District will cover the cost of the health insurance premium increases.

- 7.2 For the 2016-17 school year, the District shall cover the increase for the employee-only dental premium.

8 TEACHER HOURS AND LOADS. Article 8 shall be amended to read:

- 8.1 The work day for teachers shall be seven hours which shall include preparation periods as described in Articles 8.4 and 8.5 below. In addition to the seven-hour day, each teacher shall receive a continuous and duty-free lunch period of at least 30 minutes, but not to exceed 60 minutes. The availability of internet based technology, e-mail, and voice mail shall not modify the work day for teachers as set forth in this Article 8.1.
- 8.2 Teachers shall not be assigned more than 150 consecutive minutes of student contact each work day.
- 8.3 For elementary teachers, a standard 300-minute pupil-teacher contact day is desirable and will be adhered to as nearly as possible.
- 8.4 Teachers shall have an individual planning period of at least 45 continuous minutes during the student-teacher contact day.
- 8.5 Except under emergency circumstances, preparation periods which are during the student-teacher contact day shall be used for planning and preparation as determined by the teacher.
- 8.6 Elementary teachers shall have an individual preparation period of 30 continuous minutes prior to the student start time. However, when teachers are on their regularly scheduled duty and on days designated as Late State the 30 minutes does not apply. On such Late Start days the 30 minutes may be used for a faculty meeting.
- 8.7 When students are under the supervision of a District approved employee for music, art, physical education or any other regularly scheduled activity, teachers are not required to remain with their student.
- 8.8 Teachers shall have the right to leave their school during their duty-free lunch period after notifying their principal, or their principal's designee.
- 8.8.1 Teachers may leave during their planning time with prior approval from their principal or their designee.
- 8.9 Teachers are obligated to attend back-to-school nights, District-scheduled parent

conferences and other school activities and meetings which do not require the supervision of students and which have traditionally been held outside the work day. Attendance at all other activities which require supervision of students shall be voluntary on the part of the teacher. The Association recognizes the need for adequate supervision of after-school student activities and encourages teachers to volunteer to assist in such activities.

8.9.1 The District and the Association recognize the value of scheduled parent-teacher conferences. Should a building leadership team determine that less than the entire 28 hours for parent teacher conferences (as referenced on the District annual calendar) are needed to fulfill such obligations, the staff is to utilize Article 39.4 to collaboratively determine dates and times of parent teacher conferences and the use of any remaining time outside of parent-teacher conferences.

8.10 Teachers are required to participate in up to three (3) hours per month (during the months of September, October, November, January, February, March, and April) in meetings that are directly tied to school/district goals. Teachers are required to participate in up to two (2) hours per month in the months of December and May in meetings that are tied directly to school/district goals. One hour of said months will be teacher directed collaborative time as related to their professional responsibilities. The remaining hours will be supervisor directed.

8.10.1 At the beginning of each year, a general plan for how the hours of supervisor directed meeting time is to be spent will be created using Article 39. The general plan shall be shared with staff by the September late start day. The general plan may be revised as necessary during the school year. When developed, the general plan, and any revisions, shall be shared with the appropriate area assistant superintendent. At least five (5) days' notice of the date and time of such ~~activities~~ meetings shall be provided and such activities shall be contiguous with the work day.

8.10.2 With consensus of the teachers, two (2) of these hours may be used one (1) time per year for required attendance at one (1) showcase event (open house at the secondary levels, parent update meeting at the elementary level, and focus school event). The final decision regarding changes in the use of this time will be made using the Collaborative Decision Making process in Article 39 and included in the required general plan.

8.11 Within the school year calendar, there shall be five days designated as Teacher Work Days, the use of which shall be determined by the teacher, except as set forth below in 8.11.1 and 8.11.2.

8.11.1 During the first three (3) Teacher Work Days, up to one and one half (1.5) hours within the contract day may be used for staff meetings and up to three and one half (3.5) hours for district-directed professional

development/collaboration in accordance with Article 39.

8.11.2 Of these five (5) Work Days teachers are not expected to remain at school during two (2) of these Work Days/Flex Place as designated in the building calendar not later than June 30th each year with written notice to staff. Work Day/Flex Place days will be full days. Use of such days shall be determined by the teacher. Upon written notice by September 30th of each year, the District or building administrator may trade work days with professional development/compensation days so long as the total number of work days is not reduced.

8.12 There will be eight (8) student contact days designated as Late Start days in the District. The Late Start days will be on the first Wednesday of each month, excluding the months of August and January, as set forth annually in the officially adopted school calendar.

8.12.1 Each Late Start will be a minimum of two and a half hours (2.5) in duration within the contract day and take place prior to the student start time. This time shall be dedicated to District and Building goals. The final decision regarding this time will be made using the Collaborative Decision Making Process in Article 39.

8.12.1.1 At the secondary level at least 45 continuous minutes of this time shall specifically be used for building department or team collaboration as determined by the teachers. Secondary teachers shall receive individual plan time that is commensurate with the scheduled class time after Late Start time.

8.12.1.2 Elementary teachers shall have an individual plan period of at least 45 continuous minutes during the hours of each Late Start time.

8.12.2 Elementary teachers shall have an individual plan period of at least 45 continuous minutes during the hours of each Late Start time. Secondary teachers shall receive individual plan time that is commensurate with the scheduled class time after Late Start time.

8.13 The Association and the District recognize that maximum attention to the students by the teacher is desirable to ensure high quality education and reasonable class size-~~in~~ is an essential means to this end. Consideration will be given to class size/case loads/total preps within the building. The Association and the District recognize the importance of balanced and equitable classrooms when assigning students with specialized programming needs to teachers within a grade level/department.

8.13.1 Administration will work collaboratively with departments, district level staff, and/or the building leadership team to review class size/case load,

including the rationale and proposed use of the requested FTE. Requests shall be submitted by the building or department administrator to the appropriate Area Assistant Superintendent and human resources administrator. Administration will communicate with staff as part of this process.

8.13.2 Requests for resolving class size/case load overages shall be reviewed by the Area Assistant Superintendent and human resources administrator to determine if the request merits moving forward to the Superintendent's Cabinet for final consideration of approval.

8.13.2.1 The requesting building or department administrator shall be notified of the decision to advance the request to the Superintendent's Cabinet for consideration.

8.13.2.2 The Association President shall also be notified of the decision to advance the request to the Superintendent's Cabinet for consideration and invited to attend the meeting when the request is considered.

8.13.2.3 The decision of the Superintendent's Cabinet regarding the request for additional FTE shall be shared with the building or department administrator following the meeting.

8.14 When a teacher receives a District-initiated transfer or reassignment to a different room/location or is required to pack up the room due to construction/renovation, he/she shall be compensated for seven (7) hours per Appendix A, Paragraph 4.

8.15 There shall be at least 5 minutes prior to student start time and after student dismissal within the teacher contract day. This will take effect for the 2017-18 school year.

9 SPECIALIZED PROGRAMMING Article 16 shall be amended to read:

16.1 Specialized Programming shall include Student Services, Early Childhood, Child Find, MTSS/~~RE~~, CLD/ELA, GT, 504 Plans, IEP/Exceptional Learning/Special Education, Literacy and Truancy.

16.2 Any teacher who is assigned a student who is receiving special education services will be given as much notice as feasible of such assignment. The severity level of students with identified special educational needs will be given consideration when they are placed in classrooms.

16.2.1 In the general education classroom the teacher shall provide accommodations/modifications as stated in the student's Individual Education Plan (IEP).

16.2.2 The Building Special Education Team, which includes the ~~Building Team Leader~~ School Special Education Facilitator (SSEF), teachers, paraeducators, itinerant staff and the supervising building level administrator, in consultation with the Area Special Education Coordinator, shall provide to the general education teacher the appropriate information regarding accommodations, modifications, and individual needs as stated in the student's IEP, as well as an alternate plan in place for all IEPs in the event that a paraeducator or ~~Building Team Leader~~ School Special Education Facilitator (SSEF) who provides direct services outlined in the student's IEP is absent from work or unavailable. This information shall be provided at the beginning of each school year and when any change is made to a student's IEP and/or schedule.

16.2.2.1 The role of the special education teacher includes the case management responsibilities of developing, implementing, and evaluating IEPs, as well as the regular duties of instructional planning and the delivery of instruction within the special education classroom setting.

16.2.2.1.1 The role of the ~~Building Team Leader~~ School Special Education Facilitator (SSEF) shall include, facilitating the re-evaluation process including initial IEP development, triennial reviews, coordinating staffings, transferring new students' IEPs, completing the IEP exit process, and providing the building level training needed to implement *IDEIA* as defined by Student Services. This role may include direct services provided to students as listed in the student's IEP. Additional ~~Building Team Leader~~ School Special Education Facilitator (SSEF) responsibilities may be decided with the mutual consent of the Area Special Education Coordinator and the supervising building level administrator, in consultation with the ~~Building Team Leader~~ School Special Education Facilitator (SSEF). Additional responsibilities shall be put in writing.

16.2.2.2 When the building level schedules are developed by the administrator or his or her designee, the severity of special education student needs, the number of classes/levels to be taught, and the total case load assigned will be considered in order to allow the special education teacher adequate time to fulfill the required duties.

16.2.3 The Department of Student Services shall provide the resources as set

forth in the IEP, which is developed by the IEP Team (special education teacher, classroom teacher(s), parent(s)/guardian(s), and other related service providers as needed), to the special education team (e.g. the providers of the services). A Student Services Director/Coordinator shall be in attendance at any IEP meeting at which additional financial or personnel resources may be added to the IEP. Requests for resources shall be responded to within two weeks of the request by the special education team.

- 16.3 When children with disabilities are integrated into a classroom, the classroom teacher shall be provided with supports and services as outlined in the IEP, which resources could include paraeducator, a behavior evaluation support team, and an assistive technology team from the Department of Student Services.
- 16.4 The Executive Director of Student Services or designee will create and maintain a district-wide forum for special education teachers to share information and address issues that may arise.
 - 16.4.1 The SVVEA president or designee shall be a standing member of this forum.
 - 16.4.2 The purpose of this forum will be to: receive information from Student Services regarding special education practices and expectations; problem solve regarding issues facing special education teachers providing direct services to students; answer questions and provide clarifying information; provide advisory guidance to student services; provide recommendations to Student Services.
 - 16.4.3 The organizational format for the meeting will include: solicitation of questions/topics two weeks prior to the scheduled meeting; an agenda will be provided the week prior to the scheduled meeting; facilitators/guests responding to questions or brief presentations of requested topics with open discussion following; a summary of meeting discussions will be provided following the meeting.
 - 16.4.4 Meetings will be scheduled monthly, August through May. A calendar of meetings will be provided at the first meeting.
 - 16.4.5 Each building team will select one representative chosen from their building's special education staff. In addition, each of the following specialized service provider groups will select a representative: speech language pathologists, audiologists, occupational therapists, physical therapists, school psychologists, school social workers and ~~Building Team Leaders~~ School Special Education Facilitators (SSEFs).
 - 16.4.6 The member will represent their school or specialized service provider

group by seeking questions/topics from colleagues in their building or group to submit for consideration to be added to the agenda, participating in the monthly meetings, and sharing the summaries from the meetings with their building staff or specialized service provider group.

16.4.7 A professional study team will be organized to provide PD credit for participating members.

16.4.8 No person shall take reprisals affecting the employment or working conditions of any participant in this process.

16.5 Specialized programming departments (as described in Article 16.1) will provide information and/or training for involved teachers on specific specialized programming in the District. The department providing the training shall notify SVVEA upon scheduling such training and the SVVEA President or designee may attend. This training will include applying federal and/or state statutes/regulations and case law, and roles and rights of teachers concerning their participation in the process.

In addition, training will be provided regarding adherence to Article 8 of this Agreement, discipline of special education students, curriculum adaptations and materials, and the purpose and availability of the forum for special education teachers (Article 16.4).

16.5.1 When an assignment includes co-teaching, the following criteria must be in place:

- Both the specialized teacher (i.e., special education teacher, CLD/ELA teacher, etc.) and the general education teacher shall be notified of their co-teaching assignment(s) in writing according to Article 9.3;
- Efforts will be made to schedule common planning time within the contract day for the co-teachers. As much as possible common planning should be the goal;
- Adequate training has been provided; and,
- At mid-year a co-teaching assignment may be reviewed by the teachers, building level administrator and specialized program consultants. If it is determined that it is not effectively increasing student growth, the co-teaching model may be changed.

16.6 Itinerant teachers will have adequate materials, workspace/storage, and access to technologies required to fulfill their duties. Coordination between principals and the teachers is expected. Classroom special education teachers will be provided classrooms and accommodations commensurate with the general education teachers within the school.

16.6.1 Renewal cost (such as the Certificate of Clinical Competence), or DORA,

for occupational therapists, physical therapists and school psychologists required in order for the District to receive reimbursement from Medicaid will be paid by the District on a year to year basis contingent upon employment and if the District is participating in the Medicaid reimbursement program for the provided services. Renewal costs will be paid from Medicaid reimbursement funds received by the District. This reimbursement of costs is specific to the Medicaid reimbursement program only and required renewal of any Colorado Department of Education professional licenses is excluded.

16.6.2 The IEP team will consider the impact of a provider's absence on the student's progress and performance and to determine how to ensure the continued provisions of *Free Appropriate Public Education (FAPE)* in order for a student to continue to progress and meet the annual goals of his/her IEP, whether an interruption o services constitutes a denial of *FAPE* is an individual determination that must be made on a case-by-case basis.

16.6.2.1 In the event provisions of *FAPE* are not being met due to a provider's absence, the District will be responsible for obtaining qualified professionals necessary to provide needed make up services for the student. These services could be provided before or after school, or during vacations or summer recess. The guidance provide by this Article can be applied to any service, including speech language pathologists, audiology, occupational therapists, physical therapists, school psychologist, school social workers and ~~Building Team Leaders~~ School Special Education Facilitators (SSEFs).

16.7 The special education team shall have an alternative plan in place for all IEPs in the event that a service provider, including a paraeducator, is absent from work or unavailable. The Department of Student Services will assist in the development of a special education paraeducator substitute pool to be accessed when paraeducators are not available due to a leave day or absence. The District and the Association recognize the impact of such absences upon the daily schedules and workload of both the special education and the general education teachers.

16.7.1 In the event there are not paraeducator subs which fill open jobs building administrators will use existing language in Appendix A, Paragraph 4 to provide compensation for teachers who cover classes.

16.8 Caseload Reviews

16.8.1 Reviews may be initiated by individual teachers.

16.8.2 Student services will review related service caseloads quarterly.

16.8.3 Reviews will be completed within 10 work days or less from the date of the request. The teacher(s) will be involved in a follow up meeting to discuss the results of the review and be provided in writing the results of the review.

16.8.4 The caseload review will consider the number of students served, disability areas, severity of disabilities, grade levels of students, and para educator(s) allocations

16.8.5 The following will be considered in an itinerant caseload review:

16.8.5.1 Direct and indirect services hours and number of students served with individualized education plans will be considered. The service hour range is 25-30 hours weekly. This allows for a 30 minute lunch, 45 minute plan, set up time: refer to Appendix H – procedures for itinerant employees, daily travel time (if assigned or traveling to more than one building during a day): refer to District mileage chart.

16.8.5.2 Groupings of students for the provision of services.

16.8.5.3 The number of buildings assigned to the itinerant

16.8.5.4 Unique circumstances of a particular caseload (ex. Student receiving two (2) hours of individual speech service, burst of service provided by an occupational therapist etc.)

10 ANNUAL LEAVE HOURS. Article 21 shall be amended to read:

The Association and the St. Vrain Valley School District recognize that quality instruction is best achieved by professional, licensed staff and we acknowledge the importance of each instructional day. We honor the commitment to fulfill the terms of attendance for each contract day.

We also understand the unique requirements of staff related to the assessment periods of TCAP, ACT, and ACCESS. The Association and the District recognize the importance of being present during these critical times.

21.1 Seventy-seven hours of annual leave will be granted during each year of employment to be used at the professional discretion of the teacher. Hours will be prorated for part-time employees.

- 21.1.1 In the spirit of collaboration and in recognition of the important role that teachers play in providing a quality education, teachers will make every effort to avoid taking annual leave ON A MONDAY, FRIDAY, the last day before or the first day after a holiday, or period of school intermission (three (3) or more consecutive non-contract days as designated on the District calendar).
- 21.1.2 In the event such an absence on the last day before or the first day after a holiday or period of school intermission is due to a verifiable emergency/illness ~~unavoidable~~, the teacher shall communicate with their principal/supervising administrator on the approved form (see Appendix L) as soon as possible in order to minimize the disruption to the learning environment. In addition, the teacher shall notify the District Human Resources department via the online leave/substitute service as soon as possible prior to the absence, and provide written verification of the emergency/illness to principal/supervising administrator no later than five (5) work days following the end of the absence in order to only have the actual hours of leave deducted from the teacher's annual leave. Otherwise, one and a half (1.5) times the actual hours of leave will be deducted from the teacher's annual leave.
- 21.1.3 Teachers who are absent on the last day before or the first day after a holiday or period of school intermission for reasons other than verifiable emergency/illness will have one and a half (1.5) times the actual hours of leave deducted from the teacher's annual leave balance. The teacher shall communicate with their principal/supervising administrator on the approved form (see Appendix L) at least five (5) work days prior to the date of the leave in order to minimize the disruption to the learning environment. This does not pertain to teachers on an approved leave of absence.
- 21.2 ~~Any~~ At the end of an academic year, all unused annual leave hours up to forty-two (42) hours remaining at the end of each school year will may be added to the individual teacher's accrued sick leave hours. If a teacher has a balance of unused annual leave hours greater than forty-two (42) hours, the teacher may request to be paid \$60.00 for each group of seven (7) hours above forty-two (42) hours up to a maximum of thirty-five (35) hours. Any remaining hours after the payout shall also be added to the individual teacher's accrued sick leave hours. Requests to receive the pay out of hours must be submitted to the Human Resources department on the approved electronic form by the last work day in May of each year. Payment for approved hours will be made in July of each year. If a request for annual leave payout is not made, all remaining annual leave hours will be added to the individual teacher's accrued sick leave hours.

(The above will be applied on a prorated basis for less than 1.0 FTE employees.)

Annual leave hours will be zeroed out at the end of the contract year following the any eligible addition to accrued sick leave hours and pay out.

- 21.3 Accrued sick leave may only be accessed after all annual leave days have been utilized.
- 21.4 Accrued sick leave with full pay is granted to teachers absent from duty due to personal illness or injury of the teacher or their family member. Such paid leave will only be granted if the teacher has available hours.
- 21.5 After a teacher has exhausted annual leave and accrued leave, the teacher will be paid for the duration of the personal illness or injury of the teacher or their family member until the end of that academic year, whichever occurs first, the difference between the teacher's per diem salary and a per diem rate paid to the teacher's substitute teacher or teachers. This per diem pay formula shall not apply to teachers on unpaid leaves contained in this Agreement.
- 21.6 Any teacher who resigns or chooses to have a reduction in FTE prior to the end of the academic year shall reimburse the District for the cost of substitutes for annual leave used but not earned. All annual leave is provided for use at the beginning of the academic school year, however it is earned on a monthly basis at a rate of seven and seven tenths hours (7.7) a month. Hours will be prorated for part-time employees.
- 21.7 If a teacher is utilizing accrued sick leave, and is absent more than ~~5~~ three (3) consecutive days for illness, a physician's statement of cause and duration will be provided to the ~~Superintendent or designee upon the request~~ principal/supervising administrator. Such physician's statement must be presented to the teacher's principal/supervising administrator no later than five (5) work days following the absence.
- 21.8 Anyone retiring through PERA with ten (10) years of service in the District or who leaves the District with twenty (20) or more years of service with the District will receive ~~\$35.00~~ \$50.00 for each seven-hour increment ~~day for~~ of unused sick leave above ~~30 days~~ 210 hours up to a maximum of ~~125~~ 875 paid ~~days~~ hours.

11 APPENDIX L. Appendix L shall be added to read:

EXTENDED HOLIDAY/PERIODS OF SCHOOL INTERMISSIONS ABSENCE FORM	
Teacher's Name: _____ Employee ID: _____	
Building/District Department: _____	
Date(s) of Absence: _____	
Check One:	
_____	I am providing notice for the use of annual leave for an absence on the last day before or the first day after a holiday or period of school intermission due to an emergency/illness. I understand that I must attach written verification/statement of the emergency/illness. Therefore, only the actual hours of leave will be deducted from my annual leave balance for this absence in accordance with Article 21.1.2 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J. This information must be submitted to the building principal/ department supervisor within five (5) days of the last day of my absence. The building principal/ department supervisor will submit the completed and signed form to the Human Resources department for processing.
_____	I am providing notice for the use of annual leave for an absence on the last day before or the first day after a holiday or period of school intermission for reasons other than verifiable emergency/illness. I understand that one and a half (1.5) hours of leave will be deducted from my annual leave balance for each hour of actual leave taken in accordance with Article 21.1.3 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J. This information must be submitted to the building principal/ department supervisor at least five (5) days prior to the first day of my absence. The building principal/ department supervisor will submit the completed and signed form to the Human Resources department for processing.
Teacher's Signature: _____ Date Submitted: _____	
Principal's/Supervisor's Signature: _____ Date Received: _____	
_____ Human Resources Use Only	
Date Received: _____ Date Returned to Teacher: _____	
_____ Verified as Emergency/Illness	
_____ Not Verified as Emergency/Illness – Explanation: _____	

Assistant Superintendent of HR Signature: _____	

- 12 **MEMORANDUM OF UNDERSTANDING.** The Memorandum of Understanding regarding a pilot for Building/District-level Department Climate Survey in Appendix J shall be amended to read:

MEMORANDUM OF UNDERSTANDING

~~Staff Feedback to Building/District-Level Department Administration:~~ Building/District-level Department Climate Survey

To maintain highly effective schools and programs, and to increase communication between licensed staff and administration, SVVSD and SVVEA agree to enter into this Memorandum of Understanding to extend the pilot a for a building climate survey for to the 2015-16 2016-17 school year. This building/District-level department survey will be an anonymous online survey administered by the ~~SVVSD Department of Human Resources~~ Area Assistant Superintendents' office and will meet the following criteria:

1. The survey will include three open-ended building climate questions:
 - A. What is working well in your school?
 - B. What are areas of concern?
 - C. What thing, if changed, would most improve the success of your school?
2. The survey will be made available to all licensed employees during either the first six (6) weeks at the beginning of the school year or the last six (6) weeks at the end of the school year. the survey will be open for individual responses for a period of three (3) window of the four weeks as announced prior to the survey window in a staff meeting, and followed up by email with the survey link from the Area Assistant Superintendents' office preceding winter break.
3. Survey responses should be limited to matters regarding building/district-level department climate and not attributed to any individuals or groups. Any responses including individual or group names and/or attributed to individuals or groups will be filtered and removed from use in the survey data.

The responses from the survey will be shared with and discussed with individual building/district-level department administrators by the appropriate area assistant superintendent. The filtered survey data will then be shared with SVVEA by each area assistant superintendent. and the filtered survey data, as well as themes for each question and any school improvement impact, will be shared and discussed with the building/District-level department leadership team. An overview of the survey results, including specific themes for each question and any school improvement impact will then be shared with all licensed employees at the building/District-level department in a meeting to be held by spring Thanksgiving break. Use of a facilitator is encouraged.

13 OTHER PROPOSALS/COUNTERPROPOSALS. The teams agree that all other proposals and/or counterproposals made by either team which is not specifically mentioned above have been withdrawn from consideration. All other provisions of the Agreement shall remain in full force and effect.

14 DATED. May 6, 2016.

ST. VRAIN VALLEY EDUCATION ASSOCIATION

By _____
Trip Merklein, President

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By _____
Ella Padilla, Assistant Superintendent, Human Resources

Attachments: Exhibit A – Teacher Salary Schedule – 2016-2017
Exhibit B – Appendix A – General Provisions
Exhibit C – New Certified Salary Schedule Rationale
Exhibit D – New Certified Salary Schedule Details

EXHIBIT A

ST. VRAIN VALLEY SCHOOLS TEACHER SALARY SCHEDULE

2016-2017

Step	BA	BA+20	BA+40	MA	MA+20	MA+40	MA+60	MA+80/Dr
1	37,000	38,500	40,000	41,500	43,000	44,500	46,000	47,500
2	38,000	39,500	41,000	42,500	44,000	45,500	47,000	48,500
3	39,000	40,500	42,000	43,500	45,000	46,500	48,000	49,500
4	40,000	41,500	43,000	44,500	46,000	47,500	49,000	50,500
5	42,000	43,500	45,000	46,500	48,000	49,500	51,000	52,500
6	43,000	44,900	46,450	47,950	49,450	50,950	52,500	54,000
7	44,000	46,300	47,900	49,400	50,900	52,400	54,000	55,500
8	45,000	47,700	49,350	50,850	52,350	53,850	55,500	57,000
9	46,000	49,100	50,800	52,300	53,800	55,300	57,000	58,500
10	48,500	51,600	53,300	54,800	56,300	57,800	59,500	61,000
11	48,500	53,000	54,750	56,250	57,750	59,250	61,000	62,500
12	49,200	54,400	56,200	57,700	59,200	60,700	62,500	64,000
13	50,550	55,800	57,650	59,150	60,650	62,150	64,000	65,500
14		57,200	59,100	60,600	62,100	63,600	65,500	67,000
15		57,550	60,550	62,050	63,550	65,050	67,000	68,500
16		58,900	62,000	63,500	65,000	66,500	68,500	70,000
17		60,250	62,850	64,950	66,450	67,950	70,000	71,500
18			64,200	66,400	67,900	69,400	71,500	73,000
19			66,450	67,250	69,350	70,850	73,000	74,500
20				68,600	70,200	72,300	74,500	76,000
21				70,850	71,550	73,150	75,350	77,500
22					73,800	74,500	76,700	78,350
23						76,750	78,950	79,700
24								81,950

- The credit hours referred to on this Teacher Salary Schedule are listed in semester hours (S.H.).
- Salary schedule placement is governed by Appendix A of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J.
- Horizontal Increments are awarded pursuant to Article 32 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J and Board Policy GCB.

Orange: Base Salary
Blue: Developmental Steps
Green: Career Interval Steps
White: Standard Steps
Yellow: Temporary Steps

EXHIBIT B

APPENDIX A – GENERAL PROVISIONS

1. GENERAL PROVISIONS

- 1.1 Payment for annual experience increments, if any, shall be effective as of August 1.
- 1.2 The parties agree that for purposes of calculations and negotiations of subsequent Classroom Teachers' Salary Schedule, Step 1 of the BA lane of said schedule shall be considered as the Base of the schedule.
- 1.3 Temporary steps.
 - 1.3.1 Temporary steps were created when teachers were transitioned to the District's new salary schedule for the beginning of the 2015-16 school year. This is the only year that teachers could have been placed on a temporary step. Under no circumstances after placement as a result of the 2015-16 negotiated agreement, will a teacher be able to move into a temporary step, and the maximum step is the last non-temporary step in the lane.
 - 1.3.2 The temporary steps are as follows:
 - BA: Steps 11-13;
 - BA+20: Steps 15-17;
 - BA+40: Steps 17-19;
 - MA: Steps 19-21;
 - MA+20: Steps 20-22;
 - MA+40: Steps 21-23;
 - MA+60: Steps 21-23; and,
 - MA+80/DR: Steps 22-24;
 - 1.3.3 For the 2015-16 through 2019-20 school years, increases, if any, to the salary amounts for the temporary steps shall be calculated at a reduced rate, depending on the lane:
 - BA: 0% of Base increase;
 - BA+20: 50% of the Base increase; and,
 - All other education lanes: 75% of the Base increase.
 - 1.3.4 Beginning in the 2020-21 school year, the base increase, if any, will no longer affect the temporary steps. In other words, the amount in the temporary steps as of 2019-20 shall not increase, except as stated in Section 1.3.5 below.
 - 1.3.5 If the maximum non-temporary step cell amount will become greater than one or more of the temporary step(s) cell amount in that lane, then the temporary step(s) will be increased to match the maximum non-temporary step for that lane.
 - 1.3.6 Expiration of Temporary Steps in the Future: Temporary steps shall expire and be removed from the salary schedule when no teachers remain in any of the temporary steps in the lane and no teachers remain in any temporary steps in any of the lanes to the left of the lane.

2. INITIAL SALARY SCHEDULE PLACEMENT FOR NEW HIRES

2.1 Credit for Prior Experience

- 2.1.1 The District shall only grant credit for previous teaching experience with a B.A. or higher degree.
- 2.1.2 Beginning in the 2015-16 school year, teachers will receive one step for each year of prior qualified teaching experience, up to a maximum of six years (to be placed at a maximum of step 7).
- 2.1.3 Nothing in this section shall change how teachers were granted prior qualified experience step credit prior to the 2015-16 school year.

2.2 Horizontal Placement

- 2.2.1 The District shall only grant credit for initial horizontal placement based on earned undergraduate or graduate credit which is granted by an institution of higher education accredited by the North Central Association or by a comparable accredited agency, and which is based on traditional requirements for the earning of credit including, but not limited to, class attendance, out-of-class preparation, and successful completion of the course.
- 2.2.2 All credits shall be submitted on original transcripts.

3. EXTENDED CONTRACTS

- 3.1 Any teacher who is assigned to work for longer than 183 work days and prior to the staff workshop or after school is out will be employed on the basis of an extended contract with the salary rate based on the teacher's contract salary for the regular school term.

- 3.1.1 Teachers whose assignments extend beyond the normal academic year shall be informed by the Department of Human Resources by May 1 of the current year as to the number of days and the nature of the assignments. Payment shall be made at such teacher's per diem rate and included in the salary check following the conclusion of said work.
- 3.1.2 Teachers whose assignments begin before the normal academic year shall be informed by the Department of Human Resources by June 1 of the current year as to the number of days and the nature of the assignments. Payment shall be made at such teacher's per diem rate and included in the salary check following the conclusion of said work.

The foregoing provision does not apply to employment for regular summer school programs or to special curriculum projects.

- 3.2 With their consent, non-classroom teachers may be assigned to a differentiated work year; i.e., upon the District's request, non-classroom teachers may agree to report to work prior to the staff workshop, to work on a day during the academic year which is not a scheduled work day, or to stay at work after school is out, on the condition that the total number of assigned work days does not exceed 183 or 186, as applicable.

- 3.3 Assignments of extra classes are to be based on the following:

- 3.3.1 Before requesting a teacher to teach an extra class, the principal and the appropriate Department of Human Resources staff shall consider the teacher's current work load.

- 3.3.2 Written acceptance by the teacher of the extra class must be filed with the principal and the Department of Human Resources.
- 3.3.3 The extra pay shall be 1/6 of the teacher's current contract salary.
- 3.3.4 Only one extra class per teacher shall be assigned.

4. HOURLY RATES

- 4.1 Principals may assign teachers, during their lunch and/or planning time, to "fill-in" for teachers who are on personal, sick, or business and emergency leave, or for teachers whose absence is necessitated by a school-related activity, and when it is not possible, feasible, or practical to provide a substitute teacher. The rate of pay for "fill-in" assignments shall be as follows:
 - 15-35 minutes - \$15.00
 - 36-60 minutes - \$30.00
 - 61-90 minutes - \$45.00
- 4.2 Driver education instructors who are assigned to work beyond the regular teacher work day shall be paid at the rate of \$30.00 per hour.
- 4.3 Summer school instructors shall be paid at the rate of per hour.
- 4.4 All senior high schools are to provide remuneration from activity funds for teachers and others assigned to sell and take tickets at athletic contests. The rate of remuneration shall be determined by the District.

5. DISTRICT SERVICE PAY

All teachers who meet the continuous service requirements listed below as certificated employees of the District will receive a lump sum payment. Such payment will be made in June of each year. This pay is considered part of their salary for work performed and is PERA-includable.

- 22 - 24 years of continuous service = \$1,400 annually
- 25 and greater years of continuous service = \$3,400 annually

EXHIBIT C

2015-16 NEW CERTIFIED SALARY SCHEDULE RATIONALE

Why is there a new salary schedule?

1. The old salary schedule structure has prevented us from granting experience steps and growing the base at times. No other Front Range district is using this “5x5” schedule because of the built-in 5% multiplying factor. The following are the effects of a 5x5 schedule:
 - a. Every \$1.00 added to the base (BA, Step 1) added \$2.20 at the top of the MA+60 lane (MA+60, Step 20).
 - b. To increase the base on the existing schedule by \$5,000, the top experience steps would increase by \$11,000, illustrating inequitable distribution through the salary schedule.
 - c. Over time the gap between starting and ending salary has grown dramatically (2002-03 to 2014-15 base pay has grown by \$5,706 while the top end has grown by \$12,552).
2. Experience step costs alone are in excess of \$3 million and growing each year.
3. In times of decreased per pupil revenue, experience steps have been harder to fund.
4. The forecasted annual per-pupil revenue increase from the state continues to be limited.
5. As a result of the recession and decrease in per-pupil funding from the state, and per the negotiated agreement, teachers were not granted up to three steps and newly hired teachers had their years of experience decreased by up to three years for placement on the schedule.

Implementation of the new salary schedule

1. In order to implement (place teachers appropriately) the new salary schedule, the District will infuse between 3 and 4 million dollars into the new certified salary schedule prior to any 2015-16 negotiated increases.
2. The new salary schedule is not a cost-savings measure designed to reduce the amount of total compensation, but rather to re-distribute dollars more equitably for all certified teachers and increase the base salary more quickly than the old schedule.
3. One of the goals of the new salary schedule is to be able to grant an experience step and increase the base annually. The District and SVEA have a shared goal of getting the base to \$40,000 as soon as fiscally feasible and responsible.
4. The new schedule provides for initial placement and subsequent advancement within a salary schedule leading to a more competitive level of career earnings over time.

Features of the new schedule

1. Experience steps and lanes are fixed amounts in order to make the salary schedule more sustainable and to distribute base increases more equitably.
2. Incentives for continuing education
 - a. Additional education lane compensation for teachers with Masters and Masters+80 credits.
 - b. The value of an experience step increases laterally to encourage educational movement across the schedule.

3. Sustainable experience steps potentially allow for enhanced base increases.
4. Base increases are more equitable because each cell increases by the same dollar amount, with the exception of temporary (yellow) steps.
5. New types of experience steps
 - a. Non-temporary steps
 - i. Developmental (blue) Steps
 1. The developmental steps (steps 1-4) were introduced to provide experience-based increases appropriate for teachers who are still in the formative years of their teaching career.
 - ii. Career Interval (green) Steps
 1. Career interval steps (larger dollar value step) are added at the 5th and 10th experience step to boost earnings and to reward and encourage teachers for their dedication and loyalty to teaching in St. Vrain.
 - iii. Standard (white) Steps
 1. The value of standard step increase across lanes to incentivize educational movement across the schedule.
 - iv. Additional information about non-temporary steps (Developmental, Career Interval, and Standard):
 1. Teachers placed in the non-temporary cells for the 2015-16 year will remain in the non-temporary cells.
 2. Teachers at the maximum step in their lane in the non-temporary cells (i.e. BA step 10 or MA+20 step 19) will receive the full base increase, if any, negotiated in each subsequent year.
 3. As has been the historical practice, one-time extra pay the equivalent of a standard step may be negotiated each year for the teacher at the maximum step in the non-temporary cells. This will be part of their salary and is PERA-includable.
 - b. Temporary (yellow) Steps
 - i. The temporary (yellow) steps were created to safeguard long-term certified staff who were maxed out on the old salary schedule and otherwise would not benefit from the new salary schedule.
 1. The temporary (yellow) steps will receive a percentage of the base increase that the standard (white) steps receive for 2015-16 through 2019-20. After this five year period, the temporary (yellow) steps will no longer receive this negotiated base increase, in order to allow the standard (white) steps to catch up to the temporary (yellow) steps. It is the intent that no temporary (yellow) step is less than other non-temporary steps in that lane.
 2. Teachers may move across the yellow lanes with educational credits and have the possibility of moving across the lanes and back into the white standard steps.
 3. Once a teacher moves back into the white standard steps, they are no longer eligible to move back into the temporary (yellow) steps.

EXHIBIT D

2015-16 NEW CERTIFIED SALARY SCHEDULE DETAILS

The following agreement outlines the details and specifics for the implementation and adoption of a new certified salary schedule for the St. Vrain Valley Schools starting in fiscal year 2015-16. This new salary schedule was developed jointly by members of the St. Vrain Valley Education Association and the St. Vrain Valley School District administration.

For the purposes of this document, “educational lanes” or “lanes” refers to columns, and “experience steps” or “steps” refers to rows of the salary schedule.

1. Effective Date:
 - a. The new salary schedule will be effective beginning July 1, 2015 for Fiscal Year 2015-16 and all subsequent years unless modified by the Board of Education.
2. General characteristics of the new salary schedule
 - a. Lane (Column) Characteristics
 - i. The schedule will consist of 8 educational lanes:
 1. Bachelor’s Degree (BA)
 2. Bachelor’s Degree + 20 Credits (BA+20)
 3. Bachelor’s Degree + 40 Credits (BA+40)
 4. Master’s Degree (MA)
 5. Master’s Degree + 20 Credits (MA+20)
 6. Master’s Degree + 40 Credits (MA+40)
 7. Master’s Degree + 60 Credits (MA+60)
 8. Master’s Degree + 80 Credits/Doctorate (MA+80/Dr)
 - ii. When comparing Step 1 across educational lanes, each subsequent educational lane will be \$1,500 higher than the previous educational lane.
 - b. Step (Row) Characteristics
 - i. The schedule will consist of up to 21 (+3 temporary) steps, depending on the lane. The total number of steps in each lane are as follows:
 1. BA: 10 steps (+3 temporary)
 2. BA+20: 14 steps (+3 temporary)
 3. BA+40: 16 steps (+3 temporary)
 4. MA: 18 steps (+3 temporary)
 5. MA+20: 19 steps (+3 temporary)
 6. MA+40: 20 steps (+3 temporary)
 7. MA+60: 20 steps (+3 temporary)
 8. MA+80/Dr: 21 steps (+3 temporary)
 - ii. Steps will be classified into one of four different categories with a step interval as specified:
 1. Developmental (Blue) Steps (Steps 1-4)
 - a. Step interval: \$1,000
 2. Career Interval (Green) Steps (Steps 5 and 10)
 - a. Step 5 Interval: \$2,000

- b. Step 10 Interval: \$2,500
 - 3. Temporary (Yellow) Steps
 - a. Initial step Interval: \$1,350 for first two yellow steps in each lane; \$1,350 for final yellow step in BA and AB+20 lanes; \$2,250 for final yellow step in BA+40 through MA+80/DR lanes.
 - b. Temporary step intervals may be affected by the amount of the base increase in any given year. (See “Temporary Step Characteristics” section below)
 - 4. Standard (White) Steps (All remaining steps not classified above).
Intervals vary by lane:
 - a. BA: \$1,000
 - b. BA+20: \$1,400
 - c. BA+40 through MA+40: \$1,450
 - d. MA+60 through MA+80/Dr: \$1,500
- 3. Base salary increases
 - a. The base starting salary (BA Step 1) for the new schedule, prior to any negotiated base increases for 2015-16, will be \$35,000. Attached is an example of the schedule design configuration with a base of \$35,000.
 - b. Future increases to the base may be negotiated each year by the SVVEA and the District as part of the total compensation package.
 - c. Because of the structure of this new salary schedule (see “General Characteristics” section above), with the exception of the temporary (yellow) cells, future negotiated increases to the base salary (BA Step 1) will affect all cells on the salary schedule with the same dollar amount.
- 4. Salary increases for teachers at the maximum step in their lane:
 - a. As has been the historical practice, one-time extra pay (equivalent of a standard step) may be negotiated each year for teachers at the maximum step. This will be considered part of their salary and be PERA-includable. Teachers will be eligible for this one-time extra pay when:
 - i. They have reached their maximum possible step (temporary or not) in a given lane, and
 - ii. They were in that same cell on the salary schedule the previous year, and
 - iii. It is negotiated each year by the SVVEA and the District as part of the total compensation package.
 - b. If one-time extra pay salary increases are included in the negotiated compensation in a given year, amounts are as follows (pro-rated according to FTE), unless negotiated otherwise:
 - i. Maximum Non-temporary step: will receive the equivalent amount of the step interval for a Standard step in their lane.
 - ii. Temporary (Yellow) step: \$1,350
- 5. Temporary (Yellow) Step Characteristics
 - a. Teachers may only be placed or move into the temporary steps at the beginning of the fiscal year 2015-16.

- i. Under no circumstances after placement as a result of the 2015-16 negotiated agreement, will a teacher be able to move into the temporary (yellow) steps, and the maximum step will be the last non-temporary step in their lane.
 - ii. Step and lane movements for teachers in the temporary steps operate the same as in the rest of the salary schedule. unless
a teacher moves out of a temporary (yellow) step into a standard (white) step due to an educational lane change. They will not be able to move back into the temporary (yellow) steps.
- b. Salary increases for teachers at the maximum step in their lane:
 - i. As has been the historical practice, one-time extra pay (equivalent of a standard step) may be negotiated each year for teachers at the maximum step. This will be considered part of their salary and be PERA-includable. Teachers will be eligible for this one-time extra pay when:
 - 1. They have reached their maximum possible step in a given lane, and
 - 2. They were in that same cell on the salary schedule the previous year, and
 - 3. It is negotiated each year by the SVVEA and the District as part of the total compensation package.
 - ii. Base increases for temporary steps
 - 1. For fiscal years 2015-16 through 2019-20, base increases will increase the three temporary steps at a reduced rate, depending on the lane:
 - a. BA: 0% of the base increase
 - b. BA+20: 50% of the base increase
 - c. All other lanes: 75% of the base increase
 - 2. Starting in fiscal year 2020-21, base increases no longer affect the temporary steps, except as stated in section 3 below
 - 3. If the maximum non-temporary step cell amount will become greater than one or more of the yellow step(s) cell amount in that lane, then the temporary step(s) will be increased to match the maximum non-temporary step for that lane.
 - iii. Expiration of temporary steps in future years
 - 1. Expiration of the temporary yellow steps in a particular lane will occur if there are no teachers remaining in any of the three temporary steps in that lane/column and there are no teachers remaining in any temporary steps in any of the lanes to the left of that lane.

MEMORANDUM

DATE: May 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Review of Charter School Contract Renewals

PURPOSE

To provide the Board of Education with information related to the 2016-2019 FY contracts with Aspen Ridge Preparatory, Carbon Valley Academy, Flagstaff Academy, Imagine Charter, St. Vrain Community Montessori, and Twin Peaks Charter Academy.

BACKGROUND

The District negotiated a standardized 3-year contract document with their charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The 3-year term remained, but the contract now contains two optional 1-year renewals.

We would like to thank the charter contract update committee: Kathy DeMatteo, Jennifer Kemp, Gina Dattilo, Tony Carey, Nancy Box, Robin Lowe, Wayne Granger, Katie Torres, Regina Renaldi and Jackie Whittington.

The revisions are indicated in the attached contract. These revisions have been reviewed and approved by District legal counsel.

The six signed charter school contracts will be presented for approval and signature at the June 8, 2016 Board Meeting.

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND**

[REDACTED]

This Contract is made and entered on June 8th, 2016 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and **[REDACTED]**, 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 a renewal charter application for School as a District charter school through 20 - , 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 Charter School, Inc. of Erie, Colorado Name.

Charter Board shall mean the Aspen Ridge Charter School, Inc. Name, 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.

CDE shall mean the Colorado State Department of Education.

CFO shall mean the District's Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School dated June 8, 2016.

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, 2016 for a three year period terminating on June 30, ~~2018.~~ 2019. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2019 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2020 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2, all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

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 3.2.4a5.a 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.
 6. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district
- 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 CDE](#) 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 Excel format, unless otherwise noted)
 - a. ~~Monthly, within 30 days of the end of the month:~~
 - i. ~~Monthly financial reports for January through May annually~~
 1. Quarterly, within 30 days of the end of the quarter:
 - i. ~~Quarterly Financial Reports for the first and second fiscal quarter.~~
 2. Annually, as specified:
 - ii.i. Calendar year-end trial balance – February 1
 - iii.ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
 - iv.iii. Projected enrollment – March 15
 - v.iv. Proposed Budget – April 15
 - vi.v. Charter Board approved adopted budget – June 30
 - vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by district auditors

- vii. Verification of prior year charter approved special education expenditures – September 15
 - viii. Final annual audit with Trial Balance – October 15 or as scheduled by District auditors
 - ix. 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

1. 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 provided on the date of hire or change.

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

- 2. 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/CDE 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 Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party's written request therefore.
- c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.
- d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings ~~and a decision if binding arbitration was selected~~, provided that the arbitrator is not authorized to

modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

- 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 3.5.2b 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.

- a. 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 3.2.45 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.
- b. 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.

- c. 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.4.b. 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.
- d. 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.
- e. Special Remedies for Non-Compliance with Financial Matters. If breach of contract provisions related to financial matters in [sectionSection 8](#) or deficiencies related to financial reporting requirements outlined in section 3.2.45.b occurs, the District may, upon Board action, require the school to:
 1. 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
 2. 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.

e.a. 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~~waived pursuant to 1 Colo. Code of Regulations 301-35. ~~The School agrees to provide acceptable replacement policies for these automatic waivers, are waived and require no application.~~

~~The School will~~Waivers are not required, but may be granted ~~certain or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.~~

~~The School will be granted such~~ 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.~~

f.b. 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.

g.c. 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.

h.d. 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.

i.e. A list of all waivers is included as **Exhibit A**.

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1– School grade levels. The School may serve students in kindergarten through grade 5, ~~including other ancillary activities, such as preschool.~~

6.2– Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT B**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3– Eligibility for enrollment. The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

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:

a. Following the application deadline and upon completing the lottery, if appropriate, the School ~~will require~~shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

~~1. If the applicant has an IEP, the IEP will be provided to the School's special education teacher immediately upon request.~~

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a ~~review team~~Review Team consisting of the ~~Administrator~~School Principal or designee, the School ~~Special Education Teachers~~special education coordinator, and a District representative ~~will~~shall review the IEP or Section 504 Plan, 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 or Section 504 Plan team to make the final determination. If the determination by the full IEP team is that the IEP or Section 504 Plan cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP or Section 504 Plan 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 or Section 504 Plan Team meeting at the School.

~~2. 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.~~

c. Admission of applicants with an IEP ~~will~~ or Section 504 Plan ~~shall~~ be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school ~~will~~~~shall~~ be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such IEP, ~~including Plan.~~ Including the same or comparable services set forth in the IEP or Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP or Section 504 Plan team review meeting is held and the IEP Plan 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 or Section 504 Plan team develops, adopts, and implements a new IEP Plan, if appropriate, that meets the needs of the student.

~~d. 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.~~

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 CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. 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.

- a. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including ~~section~~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.
- b. The District will provide all special education support services to students at the School, except that the School ~~reserves the right to~~will hire its own special education teacher(s)), ~~school special education facilitator~~ and paraprofessionals subject to review ~~of and acceptance of the required~~ licensing, ~~and with the approval of credentials by 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.
- c. 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~~CDE's Federal Complaints Officer, or IDEA due process proceedings. ~~In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students.~~ 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~~Review Team, it will be the responsibility of the District.
- d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. If a student needs support outside of the school day to participate in a school related activity, the support must be pre-approved by the Special Education Director. If the need is determined and approved by the Special Education Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3.
- j. 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.

j-k. 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.

l. Gifted and Talented services will follow state approved pathways for identification and the provision of services

7.9 Education of students with 504 plans. 504 Plans are developed by the School. The School must have a designated 504 plan coordinator. The District will provide training and consultation to the School 504 plan coordinator.

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 Title funds) 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. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit H.
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 and 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~~ CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit H. Special Education costs and reimbursements will be addressed as stated in Section 10.3.

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. Bond Issues. The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District's capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year.

5.6. Annual accounting. ~~The~~As required by state statute, 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. ~~The District will use the School's year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 in order for the District to meet the State Statute deadlines.~~

8.2– Disbursement of Per Pupil Revenue. Commencing on or around July 26^{25th}, but not to exceed the last business day of the month 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: On or around December 27²⁶, but not to exceed the last business day of the month, 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 or around December 27²⁵ 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 on or around June 27²⁵ 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 having a per event or annual value greater than \$5,000.00 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 generally accepted accounting standards and governmental accounting standards and GASB #34 pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. 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. Section 3.2.5.c of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. 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 sectionSection 3.5.5e.

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~~ [CDE](#). 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. **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. **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 nursing services, and 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 signed by 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, Substitute Scheduling System. 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's substitute scheduling system. The School will pay to the District, multiplied by the number of students enrolled at the School. In addition, District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (EXHIBIT H). The School will agree to pay the substitute rates as set annually in Exhibit H. Such rates will include a flat rate to cover worker's compensation costs.

10.6 Personnel services. 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.

10.6-7 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. ~~11.~~ FACILITIES

11.1– Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its regular program.

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

11.3– Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4– Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1– Renewal

- a. Timeline and process. The School will submit its renewal application by December 1 of the year before the School's ContractCharter expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the school year before the School's ContractCharter 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 ContractCharter, 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 preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

13. GENERAL PROVISIONS

13.1– Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.

13.2– Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

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

13.4– Non assignment. Neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned or delayed.

13.5– Governing law and enforceability. This Contract will be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

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

13.7– No waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

13.8– Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set

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

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

IN WITNESS WHEREOF, the parties have executed this Contract June 26, 2013 2016.

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, 2016 through June 30, 2019.

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, 2016 and through June 30, 2019.

To be submitted by charter school

EXHIBIT B

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

To be submitted by charter school

EXHIBIT C

ENROLLMENT PROCEDURES

To be submitted by charter school

EXHIBIT D

UNIFIED IMPROVEMENT PLAN

To be submitted by charter 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 who met or exceeded expectations on Colorado's standardized assessments

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 state assessment 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 state assessment.

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 in 2016 and the average Colorado SAT composite scores in 2017. Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

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

To be submitted by charter school

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

Some students enrolled at School will be English Language Learners (ELL).

To be submitted by charter school



EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

EXHIBIT H - DRAFT
Additional Services Agreement

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2016-2017 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	0	\$ 9.07	\$ -
IC & Alpine Enterprise Enterprise Personnel Costs		16.52	-
Alpine Achievement License		6.60	-
Server Licenses (VM & Microsoft)		0.29	-
Shoutpoint (E-rate discount applied)		0.68	-
Total			\$ -

Optional Services

Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	0	\$ 28.31	\$ -
Citrix Server		29.80	-
Citrix License		39.21	-
Microsoft License (part of Citrix image)		39.24	-
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	\$ 542.29	\$ -
Total			\$ -

ISP/Webfilter (TPCA Only)	Oct 1 Student Count	Cost Per Student	Total Cost
ISP/Webfilter	0	\$ 6.61	\$ -
Total			\$ -

Wide Area Network (TPCA Only)	WAN Use (1 or 0)	Annual Cost	Total Cost
Wide Area Network (E-rate discount applied)	0	\$ 5,977.24	\$ -
Total			\$ -

Human Resources			
Subfinder	Subfinder Use (1 or 0)	Annual Cost	Total Cost
Subfinder License (may not be available)	0	\$ 1,500.00	\$ -
Total			\$ -
Warehouse			
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost
Delivery Service	0	\$ 3,000.00	\$ -
Total			\$ -
Total Exhibit H Service/License Costs:			\$ -
Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes _____ No _____			
Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes _____ No _____			
Other Items on Ad Hoc Basis (to be billed monthly)			
Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District.			
Substitute Teacher Jobs (Salary, PERA, Medicare)			
Workers Compensation Insurance Surcharge per Substitute Teacher Day (\$3.00 for full day sub/ \$1.50 for half-day sub)			
Unemployment Charges			
Transportation Reimbursement (Field Trips)			
Warehouse Orders			
"100 Mile Club" Reimbursement			
Student Services:			
- Hearing and Vision Screenings for Schools under 400 Students: \$300 for initial screening; \$105 for rechecks			
- Hearing and Vision Screenings for Schools over 400 Students: \$600 for initial screening; \$210 for rechecks			
- Truancy Filings (\$55/hour)			
State Categorical Aid:			
- 100% of GT money is passed through the charter schools.			
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of \$50 per hour.			
- ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:			
- Summer School (\$450/student)			
- ACCESS Data Parent Comm/Reports/Disaggregated Data (\$10/student)			
- ACCESS Training			
- Consulting on "As Needed" Basis (\$50/hour)			
- Consulting Support Services (\$50/hour)			
- ESL Teacher Training 4 Meetings (\$350/teacher)			
- Newsletter (\$2/Student)			
- Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy (\$425/Teacher)			
- Parent Meetings (\$10/student)			
- WAPT - Screening, Input, Electronic Filing, Communication, etc. (\$25/student)			
Federal Categorical Aid:			

- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.			
- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:			
- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs			
- MTSS/PBIS Support			
- Classroom Management			
- Partners in Education (PIE) Master's Program Coaching			
- New Teacher Induction/What I Didn't Learn in College			
- New Administrator Induction			
- Teacher Mentor Training			

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 12, 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 Tina 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

6/11/13
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 25, 2016
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: First Reading, Discussion, Board Policy ADF – School Wellness

PURPOSE

For the Board of Education to review the proposed changes to Board Policy ADF – School Wellness.

BACKGROUND

The School Wellness policy was initiated by the School Nutrition Advisory Committee and was adopted on October 25, 2006. With increasing changes in regulations, the School Wellness Task Force and the School Nutrition Advisory Committee have combined members creating an updated School Wellness Task Force. This Task Force will represent school nutrition, physical activity, educational gardens, individual school wellness committees and safe routes to school.

Board Policy ADF will now reference District Procedure 741-ADF. This Procedure will be updated as regulations change from USDA reauthorization guidelines.

School Wellness

The district shall establish and maintain a district-wide School Wellness Advisory Committee, comprised of a Board of Education member, administrators, parents, community members and a nutrition/health professional, plus students and teachers where possible. The purpose of this council shall be to evaluate progress toward policy goals, recommend revisions to policy deemed necessary and/or appropriate, and serve as a resource to the district including a description of progress.

The district shall support the implementation of this policy in accordance with the following goals, which are further interpreted and explained in the accompanying Procedure 741-ADF.

The Board adopts the following goals:

1. Provide a comprehensive learning environment for developing and practicing lifelong wellness behaviors.

The district shall:

- Implement district academic standards for physical and nutrition education and continue to improve the health education delivery structure.
- Require that all health/physical education teachers meet the criteria of highly qualified.
- Promote age-appropriate and culturally sensitive instruction to students that teaches lifelong healthy eating habits and a healthy level of physical activity.
- Ensure nutrition education is available in the school cafeteria with coordination between the district food services and school staff.
- Encourage teachers to integrate nutrition education into core curriculum area as appropriate.

Schools shall not withhold food or beverages (including food served through school meals) as punishment.

2. Follow Federal and State nutrition standards and encourage healthy foods.

~~All schools participating in the School Breakfast and/or National School Lunch Program shall comply with any state and federal rules or regulations regarding competitive food service and the service of Foods of Minimal Nutritional Value, as defined by the USDA.~~ The district will support and promote proper dietary habits contributing to students' health status and academic performance. It is required that all foods and beverages available on school grounds and at school sponsored activities during the defined school day, should meet or exceed the district's nutrition standards.

~~Supporting and promoting proper dietary habits shall be accomplished, in general, by eliminating foods of minimal nutritional value (FMNV) and meeting State of Colorado nutritional standards.~~ All schools participating in the School Breakfast and/or National Lunch Program shall comply with any state and federal rules or regulations regarding competitive food service and the service of Foods of Minimal Nutritional Value, as defined by the USDA.

The district shall maintain a healthy vending program. All snacks sold in the vending machines shall be in compliance with USDA Smart Snacks federal nutrition standards, and the Colorado Healthy Beverages Policy. ~~meet at least 50% of the district adopted nutrition standards. Schools who participate in the school vending program shall not be allowed to sell or serve carbonated beverages from bell to bell.~~

3. Provide opportunities for students to engage in physical activity.

A quality physical education program is an essential component for all students to learn about and participate in physical activity, regardless of their medical or physical limitations. Age-appropriate physical activity shall be included in a school's education program. Physical activity should include regular instructional physical education, in accordance with the district's academic standards, as well as co-curricular activities and recess.

4. The district shall monitor and review this policy.

The district school wellness coordinator or designee shall recommend for Board approval specific quality indicators, as defined by federal law, that shall be used to measure the implementation of the policy. The intent of monitoring this policy is not to police students, staff, and parents but to measure the effectiveness and impact of the policy throughout the district.

Adopted: October 25, 2006

Revised: August 10, 2011

Revised: January 11, 2012

Revised: October 28, 2015

LEGAL REFS.: Section 204 of P.L. 111-296 (Healthy, Hunger-Free Kids Act)
C.R.S. 22-32-134.5 (healthy beverages requirement)
C.R.S. 22-32-136 (policies to improve children's nutrition and wellness)
C.R.S. 22-32-136.3 (trans fat ban)
C.R.S. 22-32-136.5(3)(a) and (b) (physical activity requirement)
1 CCR 301-79 (State Board of Education – healthy beverages rules)

CROSS REFS.: EF, Food Services
EFC, Free and Reduced-Price Food Services
EFEA*, Nutritious Food Choices
IHAM and IHAM-R, Health and Family Life/Sex Education
IHAMA, Teaching About Drugs, Alcohol and Tobacco
JLJ*, Physical Activity



SCHOOL WELLNESS

Nutrition Services

District Operations

ST. VRAIN VALLEY SCHOOL DISTRICT
Longmont, CO

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DRAFT

SCHOOL WELLNESS

1. SCOPE

This document defines procedures that support the goals for school wellness as stated in Board Policy ADF. St. Vrain Valley School District shall promote student wellness in accordance with these procedures.

1.1. APPLICATION

This procedure is applicable to the District.

The requirements of Board Policy ADF govern. This document also provides processing procedures not specified in Board Policy ADF.

2. CONFLICT STATEMENT

Notify the Director of Nutrition Services of any conflict between the requirements of this procedure and any other applicable policies and procedures. The conflict shall be resolved, with changes as negotiated. If in conflict with Board of Education policies, Board of Education policies shall prevail.

3. DOCUMENT CONTROL

Submit change requests for this procedure to the Director of Nutrition Services who then shall determine the appropriate action. Reference 700-2 Create and Change Standard Operating Procedures (SOPs) for change procedures. The Director of Nutrition Services shall have final approval for revision to this procedure.

3.1. RESPONSIBILITY FOR ENFORCEMENT

Compliance with the requirements of this procedure is the responsibility of the Director of Nutrition Services, the School Wellness Coordinator and building administrators.

4. COMMUNICATION PLAN REQUIREMENTS

A mandatory communication plan to brief all persons or functions affected by the creation or change of this procedure has been added to the Appendix. This plan includes a list of actions, person responsible, and due dates.

The effective date of this procedure (indicated at the top of the cover page) shall not be before the completion of the communication plan. Approval of the communication plan by the Assistant Superintendent of Operations is required before approval of the procedure.

5. REFERENCE DOCUMENTS

The current issues of the following documents form a part of this procedure to the extent specified herein, and/or are listed here as additional sources of information:

5.1. ST. VRAIN VALLEY SCHOOL DISTRICT

Board Policy ADF

School Wellness

6. INTRODUCTION

This procedure is written as a response to each requirement of Board Policy ADF.

7. SCHOOL WELLNESS

1. The district will provide a comprehensive learning environment for developing and practicing lifelong wellness behaviors.

The entire school environment, not just the classroom, shall be aligned with healthy school goals to positively influence a student's understanding, beliefs and habits as they relate to good nutrition and regular physical activity. Such learning environments will teach students to use appropriate resources and tools to make informed and educated decisions about lifelong healthy eating habits and beneficial physical activity.

Providing a comprehensive learning environment shall be accomplished by:

1. Promoting healthy eating, physical activity, and the school meal programs to students, parents, school staff and the community at school events such as registrations, parent-teacher meetings, open houses, school fundraisers, etc.
2. Implementing district and state content standards for health and nutrition education.
3. Encouraging the use of school gardens as learning environments for education about nutrition, food and sustainability.
4. Encouraging food providers and contractors to be sensitive with advertising messages to ensure that food and beverage advertising is consistent with and reinforce the goals of health education and nutrition standards.

2. The district will follow Federal and State nutrition standards and encourage healthy foods by:

1. Ensuring compliance with all federal and state nutrition standards for all foods served in schools, as defined by the [USDA](#) and the [Colorado Healthy Beverages Policy](#).
2. Ensuring the district provides a healthy vending program:
 - a. The Nutrition Services program shall set up and operate a vending program that shall provide both healthy snacks and nutritious beverages.
 - b. All snacks sold in the vending machines shall be in compliance with [USDA Smart Snacks](#) federal nutrition standards, and the Colorado Healthy Beverages Policy.
 - c. Snack and Beverage vending will be operated through the districts Nutrition Services department only.
 - d. The beverage vending contract will continue to be enforced as it is written including any addendums.
3. Ensuring nutritional information is accessible on the district website for all foods and beverages sold through school meal programs.

3. The district will support and promote proper dietary habits contributing to student's health status and academic performance by:

1. School meals:
 - a. The district will ensure that no student goes hungry while in school. Therefore the district shall encourage students to participate in the school breakfast and school lunch program as available.
 - b. Applications for free/reduced priced meals are sent home to families at the beginning of the school year. The application is also available on the district website.

- c. The district will take the necessary steps to ensure that students qualifying for free or reduced priced meals are not overtly identified in any way.
 - d. Schools will be responsible for scheduling appropriate meal times, lunch should be scheduled between 10:00 a.m. and 2:00 p.m. only.
 - e. Schools will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch.
 - f. Schools will provide appropriate supervision in the cafeteria and rules for safe behavior shall be consistently enforced.
 - g. Schools will provide free drinking water in the cafeteria and throughout the day.
 - h. Schools should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.
 - i. Schools will be encouraged to schedule lunch to follow recess periods in elementary schools.
 - j. Schools shall provide access to hand washing or hand sanitizing before and/or after they eat meals or snacks.
 - k. Schools should discourage students and staff from sharing their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on some children's diets.
 - l. Schools will not withhold food or beverages (including food served through school meals) as punishment.
2. Snacks:
- a. Snacks served during the school day, in after-school care or enrichment programs, will make a positive contribution to children's diets and health, with an emphasis on serving fruits and vegetables as the primary snacks and water as the primary beverage.
 - b. Schools will assess if and when to offer snacks based on timing of schools meals, children's nutritional needs, children's ages, and other considerations.
 - c. All foods sold to students during the school day, and during the extended school day (30 minutes after the end of the last class) are required to be in compliance with USDA Smart Snacks federal nutrition standards.
3. Rewards:
- a. Schools shall not use food or beverages, especially those that do not meet nutrition standards, as rewards for academic performance or good behavior.
 - b. Schools are encouraged to use extra physical activity such as extra recess, as a reward.
4. Celebrations:
- a. Schools shall encourage parents and staff to contribute healthful food and beverage items to classroom celebrations to comply with the nutrition standards detailed in this document.
 - b. Each party shall include no more than one food beverage that does not meet the nutrition standards detailed in this document.
 - c. The district will disseminate a list of healthy party ideas to parents and teachers.

5. Fundraising:

- a. No more than three fundraising activities that include students from pre-kindergarten through 12 should include any food item that does not meet the nutrition standards detailed in this document.
- b. Any food used in fundraisers outside of the school day should comply with the nutrition standards detailed in this document where practical.
- c. Schools shall encourage non-food fundraisers such as flowers, gift wrap, sporting events, etc.
- d. The district will encourage the use of physical activity-based fundraisers such as fun runs or walk-a-thons whenever possible.

6. Communication with parents:

- a. The district will support parents' efforts to provide a healthy diet for their children.
- b. School should encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the nutrition standards detailed in this document.

7. Nutrition Services staff:

- a. Qualified nutrition professionals will administer the school meal programs.
- b. The USDA Professional Standards for State and Local Nutrition Programs are followed to ensure that professional development in the area of food and nutrition is provided for food service directors, managers and staff.
- c. Staff development programs should include appropriate certification and/or training for child nutrition directors, school nutrition managers, and cafeteria workers according to their level of responsibility.

4. The district will provide opportunities for students to engage in physical activity by:

1. Ensuring schools offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special healthcare needs.
2. Ensuring schools offer extracurricular physical activity programs, such as physical activity clubs or intramural programs. All high schools and middle schools as appropriate, will offer interscholastic sports programs.
3. Encouraging daily, age-appropriate physical activity, consistent with state law, for all elementary students, through physical education and recess.
4. Ensuring that students are not withheld from physical education, recess, or other physical activities as a consequence of poor behavior or punishment for any reason.
5. Ensuring that students are not withheld from physical education, recess, or other physical activities due to testing, incomplete assignments or any other academic reasons.
6. Ensuring students are not required to engage in physical activity as a behavioral consequence.
7. Highly encouraging and supporting classroom teachers to provide students with opportunities for short physical activity breaks between lessons or classes, as appropriate.
8. Community school child care and enrichment programs shall provide and encourage – verbally and through the provision of space, equipment, and activities – daily periods of moderate to vigorous physical activity for all participants.

9. Encouraging all district staff to engage in and promote healthy lifestyles including healthy eating and physical activity through positive role modeling.
10. Working together with local public works, public safety, and/or police departments to make it safer and easier for students to walk and bike to school and offering both pedestrian and bicycle safety education.
11. Communication with parents:
 - a. Schools will support parents' efforts to provide daily physical activity for their children, and will encourage parents to be active role models by participating in physical activity with their students.
 - b. Schools will provide information about physical education and other school- based physical activity or wellness opportunities that take place at school.
 - c. Encouraging families to incorporate physical activities into students' lives at home.

5. The district shall monitor and review this policy:

1. Each school shall post the district's policies and procedures on their web page.
2. Principals may choose to assemble school level wellness committees to work on implementation issues that may be unique to their schools. A representatives from each school shall track compliance with this policy within their school.
3. A quantitative assessment of policy implementation shall be conducted annually by each Principal using the School Wellness Policy Assessment Tool, a school specific survey used to collect implementation status and post results on their web page.
4. School Wellness Coordinator shall compile results and prepare a bi-annual progress report to be shared with the school community.

8. APPENDIX

8.1. COMMUNICATION PLAN

Here is a list of action items, responsible person, and due dates for communicating the creation or revision of this document. All persons and/or functions affected by this document need to be briefed. The effective date of this procedure or procedure revision (shown at the top of the cover page) shall not be before the completion of the communication plan.

- A. Brief school administrators. Assigned to Shelly Allen. Action item due 4-1-16.
- B. Brief district administrators, administrative assistants, head secretaries by email. Assigned to Ron Noriyuki. Action item due by 4-1-16.

Communication Plan approved by:

Brian Lamer, Asst Sup Operations

Print Name, Title

Signature

Date

9. REVISION RECORD

REV	CHANGE BY:	DESCRIPTION
NEW	Shelly Allen Sarah Harter	3-1-2016 New

10. APPROVALS

Approvers shall be department heads or higher depending on the procedure's application.

The NEW revision of document 741-ADF School Wellness is approved by:

Shelly Allen, Director Nutrition Services

Print Name, Title

Signature

Date

DRAFT

MEMORANDUM

DATE: May 25, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Discussion, New Board Policy/Regulation IHBK – Preparation for Postsecondary and Workforce Success (recoded from Board Policy IHA – Basic Educational Program) and IHBK-R – Preparation for Postsecondary and Workforce Success

RECOMMENDATION

That the Board of Education approve new Board Policy IHBK – Preparation for Postsecondary and Workforce Success (recoded from Board Policy IHA – Basic Educational Program) and Board Regulation IHBK-R – Preparation for Postsecondary and Workforce Success.

BACKGROUND

In accordance with Colorado state law, the SVVSD Board of Education recently updated graduation requirements as per Policy IKF – Graduation Requirements. Part of the required updates to graduation requirements included “ensuring integration of and/or alignment with Postsecondary Workforce Readiness” which is defined in Policy IKF as “the knowledge, skills and behaviors essential for high school graduates to be prepared to enter college and the workforce and to compete in the global economy.”

Policy IHBK and accompanying regulation IHBK-R are required policies by the state and elaborate on the implementation of Postsecondary Workforce Readiness in our District. In conjunction with SVVSD’s updated graduation requirements, staff has drafted Policy IHBK and IHBK-R to replace (recode) current Policy IHA – Basic Educational Program.

These revisions are necessary for alignment with current practice, state statute, and have been reviewed by administration and the Board Policy Review Committee.

Basic Educational Program

~~The Board of Education recognizes the need for quality educational programming that facilitates academic excellence.~~

~~To that end, educational programs shall be developed with a focus toward/on rigorous and challenging content, guided by State and District Standards. In addition, District Strategic Plan components (Student Achievement, Well Being, and Partnerships), shall support implementation of quality educational programming. Balanced, integrated and sequentially articulated curriculum will be maintained, serving the educational needs of students in the District.~~

~~Educational programming shall foster academic excellence for all students, enabling them to meet or exceed Standards, providing opportunities for individual students to develop specific talents and interests. To the extent possible, enrichment and/or advancement shall be provided.~~

~~An atmosphere shall prevail in which healthy growth is fostered, student ability is recognized and excellence expected/encouraged. Flexible programming which recognizes the need for growth, change, and consideration of individual student strengths and needs is encouraged.~~

~~Educational programs shall encourage positive study and work habits, respect for the value of oneself and others, safety, thrift, conservation, health and hygiene, citizenship, establishment of purpose and development of character.~~

~~The district is also committed to compliance with all statutory requirements and regulations regarding required courses of instruction.~~

~~Current practice codified 1983~~

~~Adopted: February 8, 1984~~

~~Revised: March 8, 2006~~

~~Revised: October 28, 2015~~

~~LEGAL REFS.: C.R.S. 22-1-104 Teaching of History, Culture and Civil Government
C.R.S. 22-1-108, 109 Federal Constitution to be taught
C.R.S. 22-25-101 et seq. Colorado comprehensive health
education act
C.R.S. 22-1-110 Effect of use of alcohol and controlled substances~~

Preparation for Postsecondary and Workforce Success

To encourage all students to reach their learning potential, it is important to support students in planning for postsecondary and workforce opportunities throughout their education. To promote students' postsecondary and workforce success, the following opportunities and information will be provided:

- An Individual Career and Academic Plan (ICAP) is a multi-year plan that guides students and parents/guardians in the exploration of career, academic and postsecondary pathways. Beginning at the elementary and middle school levels, students will explore and participate in the ICAP process in preparation for high school.

- Sixth Grade: Each student who enrolls in sixth grade will be encouraged to register with the state-provided, free online college planning and preparation resource, commonly referred to as "College in Colorado."

- Eighth Grade: The Colorado Commission on Higher Education (CCHE) will provide information to the parents/guardians of eighth grade students about the admission requirements for institutions of higher education in Colorado. In addition, the district will make information available to these same parents/guardians about the courses the district offers that meet the CCHE admission requirements. This information will be made available to parents/guardians prior to the student's enrollment in his or her ninth grade courses.

- Ninth Grade: Students will develop and maintain an ICAP throughout high school. A student's ICAP will assist the student and the student's parents/guardians with planning for career and postsecondary success. The following quality indicators will assist students in exploring successful completion of their ICAP:

- Self-Awareness
- Career Awareness
- Postsecondary Aspirations and Options
- Environmental Expectations
- Academic Planning
- Employability Skills
- Financial Literacy

For students who are receiving special education support and services, collaboration will occur between the IEP team and the school to determine if a student will have an ICAP and an IEP Transition Plan or only an IEP Transition Plan to meet graduation requirements.

The district's plan for the development and implementation of student ICAPs shall be in accordance with state statute and this policy's accompanying regulation.

Current practice codified 1983

Adopted: February 8, 1984

Revised: March 8, 2006

Revised: October 28, 2015

LEGAL REFS.: C.R.S. 22-32-109 (1)(ff) (notice of courses that satisfy higher education admission guidelines)
C.R.S. 22-32-109 (1)(oo) (board duty to adopt policy requiring individual career and academic planning for students no later than the beginning of ninth grade)
C.R.S. 22-32-109.5 (4) (district may administer "basic skills" placement or assessment tests to determine postsecondary and workforce readiness; if such test is administered, score shall be included on student's ICAP)
1 CCR 301-81 (rules governing standards for individual career and academic plans)

CROSS REFS.: IHCD, Concurrent Enrollment
IKF, Graduation Requirements

Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans)

In accordance with state law and the timeline prescribed by applicable State Board of Education rules (Rules), the district shall create a plan for the development and implementation of student individual career and academic plans (ICAP).

The district's ICAP implementation plan will include recommendations from school counselors, school administrators, school personnel and/or approved postsecondary service providers.

The district's ICAP plan will address:

- All students, beginning in the 9th grade, will have access to and receive assistance with the development of an ICAP.
- The role and responsibilities of the student, parents/guardians and the district in creating and maintaining an ICAP.
- The quality indicators that will assist students in managing successful completion of their ICAP.
- The activities that will be addressed at each grade level of a student's ICAP.
- The storage of students' ICAPs.
- If possible, the professional development available to appropriate district staff regarding ICAPs and the staff's role in implementing the district's ICAP plan.
- Evaluation of the district's ICAP implementation.

Adopted:

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