NOTICE OF REGULAR MEETING AND AGENDA

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

June 22, 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:

6:30 pm May Financials
7:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

1. Niwot High School Boettcher Scholarship Winners
2. Excellence in Education-Up-A-Creek Robotics
3. Gold Star-Patrick Kilcullen

5. BOARD/SUPERINTENDENT REPORTS:

6. REPORTS:

1. May Financials

7. CONSENT ITEMS:

1. Approval: Approval of Vendors of Purchased Goods Over $100,000 for Fiscal Year 2015/2016
2. Approval: Approval of Contract Amendment for Westview Middle School Asphalt Maintenance, Repair and Replacement Project
3. Approval: Approval of Purchase of iPads from Apple Computer, Inc.
4. Approval: Approval of Vendors of Purchased Goods Over $100,000 for Fiscal Year 2016/2017
5. Approval: Approval of Vendors of Purchased Services Over $100,000 for Fiscal Year 2016/2017
6. Approval: Approval of Waiver from Liability Insurance Requirement for the Longmont High Education Foundation
7. Approval: Approval of Waiver from Liability Insurance Requirement for the Silver Creek High Education Foundation
8. Approval: Approval of Waiver from Liability Insurance Requirement for the Skyline High Education Foundation

8. ACTION ITEMS:

1. Recommendation: Approval of Recommendation to Hire Assistant Principal for Coal Ridge Middle School

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2. Recommendation: Approval of Recommendation to Hire Assistant Principal for Longs Peak Middle School
3. Recommendation: Approval of Recommendation to Hire Dean of Students for Lyons Middle/Senior
4. Recommendation: Approval of Contract Renewal for Aspen Ridge Preparatory School
5. Recommendation: Approval of Contract Renewal for Carbon Valley Academy
6. Recommendation: Approval of Contract Renewal for Flagstaff Academy
7. Recommendation: Approval of Contract Renewal for Imagine Charter of Firestone
8. Recommendation: Approval of Contract Renewal for St. Vrain Community Montessori School
9. Recommendation: Approval of Contract Renewal for Twin Peaks Charter Academy
10. Recommendation: Adoption of Resolution to Accept Colorado State Model Evaluation System
11. Recommendation: Adoption of Superintendent's Proposed Budget, All Funds for 2017 School Year
12. Recommendation: Approval of Town of Frederick Urban Renewal Authority Intergovernmental Agreement
13. Recommendation: Adoption of Resolution and Oath for the Appointment of Designated Election Official
14. Recommendation: Approval of the Intent to Participate in the November 2016 Election
15. Recommendation: Adoption of Supplemental Budget for FY2016

9. DISCUSSION ITEMS:

1. Land Options for Proposed Innovation Center

10. ADJOURNMENT:

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

Wednesday, August 10	7:00 pm Regular Meeting
Wednesday, August 17	6:00 – 8:00 pm Study Session
Wednesday, August 24	6:30 pm June Financials
	7:00 pm Regular Meeting

ST. VRAIN VALLEY SCHOOLS

academic excellence by design

May 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 May 31, 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 7 8-9	●	●	●	CY "cash & investments" 27% increase 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. CY "P/R withholding" increase due to increased benefits costs. CY "Prop tax" & "MLO" increase of $16.8m due to increased assessed values. CY "Misc" rev $454k decrease due to timing of e-rate rev & svc to charters. CY "Other state sources" $213k decrease due to decreased READ Act. CY "Other federal sources" $1.2m increase due to Medicaid reclassification from Fund 22 to Fund 10. Based on passage of time, 92% through the fiscal year. CY "cap outlay" exceeds budget but expenditures overall are well within.
Colo Preschool	10-11	n/a	n/a	●	
Risk Management	13-15	n/a	●	●	PY "purch svc" included spending flood damage in Fund 18 (ERH).
Bond Redemption	18-19	n/a	n/a	●	"Prop tax" receipts near same rate of collection as Gen Fund. Remaining interest to be paid in Jun. Refinancing of bonds in Oct 2014 & Mar 2016.
Building	20-21	n/a	n/a	●	Although CY "sal/bene" above 100%, overall expenditures w/in budget as projects continue to 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	●	●	CY grants receivable decrease (improvement) of $381k.
Nutrition Services	36-39	●	●	●	"Grants receivable" decreased as CY info is not readily available at this time.
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	●	
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 May 31

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	$ 210,316,630	85%	$ 228,060,369	85%
Expenditures	212,282,941	87%	223,980,198	85%
Net change in fund balance	(1,966,311)		4,080,171	
Beg fund balance	62,390,069		74,997,279	
End fund balance	60,423,758		79,077,450	
Liabilities	44,788,271		52,643,534	
Total liabilities and fund balance	$ 105,212,029		$ 131,720,984	
Assets	$ 105,212,029		$ 131,720,984	
Colorado Preschool Program Fund				
End fund balance	$ 483,840		$ 496,349	
Risk Management Fund				
Change in fund balance	$ (13,477)		$ 701,721	
Beg fund balance	3,312,831		3,302,891	
End fund balance	$ 3,299,354		$ 4,004,612	
Building Fund				
Expenditures	$ 10,526,693	42%	$ 4,193,480	32%
End fund balance	$ 14,410,788		$ 8,945,637	
Capital Reserve Fund				
Change in fund balance	$ (107,684)		$ 163,884	
Beg fund balance	8,588,049		7,389,624	
End fund balance	$ 8,480,365		$ 7,553,508	
Community Education Fund				
Net change in fund balance	$ 31,335		$ 366,813	
Beg fund balance	3,153,357		2,366,206	
End fund balance	$ 3,184,692		$ 2,733,019	
Fair Contributions Fund				
End fund balance	$ 6,278,311		$ 6,817,297	
Grants Fund				
Grants receivable	$ 259,793		$ (121,378)	
Student Activity (Special Rev)				
End fund balance	$ 4,416,221		$ 4,668,625	
Nutrition Services				
Revenues	$ 9,128,957	100%	$ 8,655,966	93%
Expenditures	8,508,586	91%	8,366,142	89%
Non-cash items	(1,046,338)	100%	-	n/a
Change in fund balance	(425,967)		289,824	
Beg fund balance	3,273,080		2,358,675	
End fund balance	$ 2,847,113		$ 2,648,499	

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 May 31,

	2015	2016	
Assets			
Cash and investments	$ 76,505,035	$ 97,416,061	
Accounts receivable	48,474	38,340	
Taxes receivable	28,136,418	33,713,708	A
Prepaid expense	276	-	
Inventories	521,826	552,875	
Total assets	$ 105,212,029	$ 131,720,984	
Liabilities			
Accounts payable	$ 11,863	$ -	
Retainage payable	2,048	-	
Accrued salaries and benefits	8,905,627	9,206,247	B
Payroll withholdings	7,459,914	8,274,092	
Deferred revenues	28,408,819	35,163,195	A, C
Total liabilities	44,788,271	52,643,534	
Fund balances			
Nonspendable: inventories, prepaids	522,102	552,875	
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	25,962,990	25,498,100	
Assigned: current year obligations	3,181,544	4,815,248	
Unassigned	9,555,852	26,133,651	
Total fund balance	60,423,758	79,077,450	
Total liabilities and fund balance	$ 105,212,029	$ 131,720,984	

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 May 31

		FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
1	**Revenues**				
2	Local				
3	Property taxes	$ 45,122,434	$ 56,290,106	$ 11,167,672	24.75%
4	Specific ownership taxes	7,322,572	6,955,526	(367,046)	-5.01%
5	Mil levy override	23,629,730	29,283,702	5,653,972	23.93%
6	Investment income	218,629	318,009	99,380	45.46%
7	Charges for service	4,662,922	4,967,970	305,048	6.54%
8	Miscellaneous	3,123,398	2,669,078	(454,320)	-14.55%
9	Total local revenues	84,079,685	100,484,391	16,404,706	19.51%
10	State				
11	Equalization, net	114,138,064	114,142,151	4,087	0.00%
12	Special Education	5,767,659	6,013,392	245,733	4.26%
13	Vocational Education	438,868	578,442	139,574	31.80%
14	Transportation	1,558,502	1,627,698	69,196	4.44%
15	Gifted and Talented	278,505	255,304	(23,201)	-8.33%
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	748,113	(212,833)	-22.15%
19	Total state revenues	124,802,147	124,887,751	85,604	0.07%
20	Federal				
21	BOCES	23,525	22,524	(1,001)	-4.26%
22	Build America Bond Rebates	1,411,273	1,418,885	7,612	0.54%
23	Other federal sources	-	1,246,818	1,246,818	N/A
24	Total federal revenues	1,434,798	2,688,227	1,253,429	87.36%
25	Total revenues	210,316,630	228,060,369	17,743,739	8.44%
26					
27	**Expenditures**				
28	Salaries	126,135,667	132,566,722	6,431,055	5.10%
29	Benefits	37,655,549	41,486,598	3,831,049	10.17%
30	Purchased services	8,450,382	9,315,826	865,444	10.24%
31	Supplies and materials	16,932,897	16,703,450	(229,447)	-1.36%
32	Other	714,148	599,344	(114,804)	-16.08%
33	Allocation to charter schools	22,110,327	22,978,864	868,537	3.93%
34	Capital outlay	283,971	329,394	45,423	16.00%
35	Total expenditures	212,282,941	223,980,198	11,697,257	5.51%
36	Excess (deficiency) of revenues				
37	over (under) expenditures	(1,966,311)	4,080,171	6,046,482	307.50%
38	Fund balance, beginning	62,390,069	74,997,279	12,607,210	20.21%
39	Fund balance, ending	$ 60,423,758	$ 79,077,450	$ 18,653,692	30.87%

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 May 31, 2015

		FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Local				
3	Property taxes	$ 60,288,927	$ 45,122,434	$ (15,166,493)	74.84%
4	Specific ownership taxes	7,500,000	7,322,572	(177,428)	97.63%
5	Mil levy override	32,465,981	23,629,730	(8,836,251)	72.78%
6	Investment income	226,000	218,629	(7,371)	96.74%
7	Charges for service	5,690,000	4,662,922	(1,027,078)	81.95%
8	Miscellaneous	2,531,766	3,123,398	591,632	123.37%
9	Total local revenues	108,702,674	84,079,685	(24,622,989)	77.35%
10	State				
11	Equalization, net	124,434,436	114,138,064	(10,296,372)	91.73%
12	Special Education	5,677,003	5,767,659	90,656	101.60%
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	135,870,751	124,802,147	(11,068,604)	91.85%
20	Federal				
21	BOCES	37,100	23,525	(13,575)	63.41%
22	Build America Bond Rebates	1,411,273	1,411,273	-	100.00%
23	Other federal sources	-	-	-	N/A
24	Total federal revenues	1,448,373	1,434,798	(13,575)	99.06%
25	Total revenues	246,021,798	210,316,630	(35,705,168)	85.49%
26					
27	**Expenditures**				
28	Salaries	142,135,722	126,135,667	16,000,055	88.74%
29	Benefits	42,919,077	37,655,549	5,263,528	87.74%
30	Purchased services	12,024,188	8,450,382	3,573,806	70.28%
31	Supplies and materials	22,281,698	16,932,897	5,348,801	75.99%
32	Other	980,311	714,148	266,163	72.85%
33	Allocation to charter schools	24,735,984	22,110,327	2,625,657	89.39%
34	Capital outlay	233,344	283,971	(50,627)	121.70%
35	Total expenditures	245,310,324	212,282,941	33,027,383	86.54%
36	Excess (deficiency) of revenues				
37	over (under) expenditures	711,474	(1,966,311)	(2,677,785)	
38	Fund balance, beginning	62,390,069	62,390,069	-	
39	Fund balance, ending	$ 63,101,543	$ 60,423,758	$ (2,677,785)	
40	Expected year-end fund balance as percentage				
41	of annual expenditure budget	25.72%			

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 May 31, 2016

		FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Local				
3	Property taxes	$ 73,767,769	$ 56,290,106	$ (17,477,663)	76.31%
4	Specific ownership taxes	8,200,000	6,955,526	(1,244,474)	84.82%
5	Mil levy override	39,524,340	29,283,702	(10,240,638)	74.09%
6	Investment income	226,000	318,009	92,009	140.71%
7	Charges for service	5,590,977	4,967,970	(623,007)	88.86%
8	Miscellaneous	2,582,358	2,669,078	86,720	103.36%
9	Total local revenues	129,891,444	100,484,391	(29,407,053)	77.36%
10	State				
11	Equalization, net	122,688,884	114,142,151	(8,546,733)	93.03%
12	Special Education	5,920,708	6,013,392	92,684	101.57%
13	Vocational Education	689,350	578,442	(110,908)	83.91%
14	Transportation	1,627,698	1,627,698	-	100.00%
15	Gifted and Talented	285,409	255,304	(30,105)	89.45%
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	748,113	148,062	124.67%
19	Total state revenues	133,364,431	124,887,751	(8,476,680)	93.64%
20	Federal				
21	BOCES	46,741	22,524	(24,217)	48.19%
22	Build America Bond Rebates	1,418,885	1,418,885	-	100.00%
23	Other federal sources	2,422,760	1,246,818	(1,175,942)	51.46%
24	Total federal revenues	3,888,386	2,688,227	(1,200,159)	69.13%
25	Total revenues	267,144,261	228,060,369	(39,083,892)	85.37%
26					
27	**Expenditures**				
28	Salaries	150,837,436	132,566,722	18,270,714	87.89%
29	Benefits	46,563,732	41,486,598	5,077,134	89.10%
30	Purchased services	11,217,058	9,315,826	1,901,232	83.05%
31	Supplies and materials	26,654,138	16,703,450	9,950,688	62.67%
32	Other	975,095	599,344	375,751	61.47%
33	Allocation to charter schools	25,740,485	22,978,864	2,761,621	89.27%
34	Capital outlay	50,000	329,394	(279,394)	658.79%
35	Total expenditures	262,037,944	223,980,198	38,057,746	85.48%
36	Excess (deficiency) of revenues				
37	over (under) expenditures	5,106,317	4,080,171	(1,026,146)	
38	Fund balance, beginning	74,997,279	74,997,279	-	
39	Fund balance, ending	$ 80,103,596	$ 79,077,450	$ (1,026,146)	
40	Expected year-end fund balance as percentage				
41	of annual expenditure budget	30.57%			

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	$ 1,417,317	$ 1,299,207	$ (118,110)	91.67%
Investment income	250	237	(13)	94.80%
Total revenues	1,417,567	1,299,444	(118,123)	91.67%
Expenditures				
Salaries	170,319	133,058	37,261	78.12%
Benefits	50,247	40,487	9,760	80.58%
Purchased services	1,130,625	1,063,066	67,559	94.02%
Supplies and materials	42,000	9,211	32,789	21.93%
Other	24,376	23,895	481	98.03%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	1,667,567	1,269,717	397,850	76.14%
Excess (deficiency) of revenues over (under) expenditures	(250,000)	29,727	279,727	
Fund balance, beginning	454,113	454,113	-	
Fund balance, ending	$ 204,113	$ 483,840	$ 279,727	
Expected year-end fund balance as percentage of annual expenditure budget	12.24%			

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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	$ 1,471,161	$ 1,348,564	$ (122,597)	91.67%
Investment income	250	678	428	271.20%
Total revenues	1,471,411	1,349,242	(122,169)	91.70%
Expenditures				
Salaries	174,497	152,088	22,409	87.16%
Benefits	55,138	49,627	5,511	90.01%
Purchased services	1,113,750	1,124,268	(10,518)	100.94%
Supplies and materials	99,450	59,909	39,541	60.24%
Other	28,576	24,710	3,866	86.47%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	1,721,411	1,410,602	310,809	81.94%
Excess (deficiency) of revenues over (under) expenditures	(250,000)	(61,360)	188,640	
Fund balance, beginning	557,709	557,709	-	
Fund balance, ending	$ 307,709	$ 496,349	$ 188,640	
Expected year-end fund balance as percentage of annual expenditure budget	17.88%			

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

	FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	$ 1,637	$ 2,978	$ 1,341	81.92%
Equalization	2,593,697	2,850,625	256,928	9.91%
Flood relief	614,961	-	(614,961)	-100.00%
Miscellaneous	49,880	80,021	30,141	60.43%
Total revenues	3,260,175	2,933,624	(326,551)	-10.02%
Expenditures				
Salaries	195,732	205,409	9,677	4.94%
Benefits	50,929	55,263	4,334	8.51%
Purchased services				
Professional services	1,299,581	241,754	(1,057,827)	-81.40%
Self insurance pools	981,538	975,895	(5,643)	-0.57%
Claims paid	718,137	727,221	9,084	1.26%
Supplies	25,654	24,266	(1,388)	-5.41%
Other	2,081	2,095	14	0.67%
Total expenses	3,273,652	2,231,903	(1,041,749)	-31.82%
Excess (deficiency) of revenues over (under) expenditures	(13,477)	701,721	715,198	5306.80%
Fund balance, beginning	3,312,831	3,302,891	(9,940)	-0.30%
Fund balance, ending	$ 3,299,354	$ 4,004,612	$ 705,258	21.38%

St. Vrain Valley School District RE-1J
Risk Management Fund (18)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Assets
For the period July 1, 2014 to May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 5,000	$ 1,637	$ (3,363)	32.74%
Equalization	2,834,942	2,593,697	(241,245)	91.49%
Flood relief	-	614,961	614,961	N/A
Miscellaneous	231,533	49,880	(181,653)	21.54%
Total revenues	3,071,475	3,260,175	188,700	106.14%
Expenditures				
Salaries	277,052	195,732	81,320	70.65%
Benefits	71,000	50,929	20,071	71.73%
Purchased services	2,517,831	2,281,119	236,712	90.60%
Claims paid	1,300,000	718,137	581,863	55.24%
Supplies	53,700	25,654	28,046	47.77%
Other	44,220	2,081	42,139	4.71%
Total expenses	4,263,803	3,273,652	990,151	76.78%
Excess (deficiency) of revenues over (under) expenditures	(1,192,328)	(13,477)	1,178,851	
Fund balance, beginning	3,312,831	3,312,831	-	
Fund balance, ending	$ 2,120,503	$ 3,299,354	$ 1,178,851	
Expected year-end fund balance as percentage of annual expenditure budget	49.73%			

St. Vrain Valley School District RE-1J
Risk Management Fund (18)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenses, and Changes in Fund Net Position
For the period July 1, 2015 to May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 5,000	$ 2,978	$ (2,022)	59.56%
Equalization	3,109,773	2,850,625	(259,148)	91.67%
Flood relief	-	-	-	N/A
Miscellaneous	77,000	80,021	3,021	103.92%
Total revenues	3,191,773	2,933,624	(258,149)	91.91%
Expenditures				
Salaries	232,275	205,409	26,866	88.43%
Benefits	62,058	55,263	6,795	89.05%
Purchased services	1,472,570	1,217,649	254,921	82.69%
Claims paid	1,600,000	727,221	872,779	45.45%
Supplies	72,650	24,266	48,384	33.40%
Other	52,220	2,095	50,125	4.01%
Total expenses	3,491,773	2,231,903	1,259,870	63.92%
Excess (deficiency) of revenues over (under) expenditures	(300,000)	701,721	1,001,721	
Fund balance, beginning	3,302,891	3,302,891	-	
Fund balance, ending	$ 3,002,891	$ 4,004,612	$ 1,001,721	
Expected year-end fund balance as percentage of annual expenditure budget	86.00%			

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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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	$ 35,356,624	$ 26,203,833	$ (9,152,791)	74.11%
Investment income	2,000	1,396	(604)	69.80%
Miscellaneous	-	3,216	3,216	N/A
Total revenues	35,358,624	26,208,445	(9,150,179)	74.12%
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	427,503	5,100	98.82%
Total expenditures	33,349,233	23,725,376	9,623,857	71.14%
Excess (deficiency) of revenues over (under) expenditures	2,009,391	2,483,069	473,678	
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	(506,369)	(506,369)	-	N/A
Net change in fund balance	1,503,022	1,976,700	473,678	
Fund balance, beginning	32,700,504	32,700,504	-	
Fund balance, ending	$ 34,203,526	$ 34,677,204	$ 473,678	
Expected year-end fund balance as percentage of annual expenditure budget	102.56%			

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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	$ 43,043,431	$ 32,409,649	$ (10,633,782)	75.30%
Investment income	2,000	1,529	(471)	76.45%
Miscellaneous	-	-	-	N/A
Total revenues	43,045,431	32,411,178	(10,634,253)	75.30%
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	761,700	38,300	95.21%
Total expenditures	34,957,570	25,605,457	9,352,113	73.25%
Excess (deficiency) of revenues over (under) expenditures	8,087,861	6,805,721	(1,282,140)	
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	(3,000,000)	(472,492)	2,527,508	15.75%
Net change in fund balance	5,087,861	6,333,229	1,245,368	
Fund balance, beginning	34,035,743	34,035,743	-	
Fund balance, ending	$ 39,123,604	$ 40,368,972	$ 1,245,368	
Expected year-end fund balance as percentage of annual expenditure budget	111.92%			

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 43,000	$ 40,091	$ (2,909)	93.23%
Miscellaneous	40,000	35,370	(4,630)	88.43%
Total revenues	83,000	75,461	(7,539)	90.92%
Expenditures				
Salaries	315,000	353,157	(38,157)	112.11%
Benefits	81,000	89,490	(8,490)	110.48%
Purchased services	7,300,000	2,776,044	4,523,956	38.03%
Supplies	100,000	3,034	96,966	3.03%
Construction projects	17,099,020	7,301,215	9,797,805	42.70%
Other	50,000	3,753	46,247	7.51%
Total expenditures	24,945,020	10,526,693	14,418,327	42.20%
Excess (deficiency) of revenues over (under) expenditures	(24,862,020)	(10,451,232)	14,410,788	
Fund balance, beginning	24,862,020	24,862,020	-	
Fund balance, ending	$ -	$ 14,410,788	$ 14,410,788	
Expected year-end fund (deficit) as percentage of annual expenditure budget	0.00%			

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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 43,000	34,406	$ (8,594)	80.01%
Miscellaneous	40,000	-	(40,000)	0.00%
Total revenues	83,000	34,406	(48,594)	41.45%
Expenditures				
Salaries	272,800	282,320	(9,520)	103.49%
Benefits	78,100	78,374	(274)	100.35%
Purchased services	4,000,000	3,708,842	291,158	92.72%
Supplies	100,000	-	100,000	0.00%
Construction projects	8,686,811	121,844	8,564,967	1.40%
Other	50,000	2,100	47,900	4.20%
Total expenditures	13,187,711	4,193,480	8,994,231	31.80%
Excess (deficiency) of revenues over (under) expenditures	(13,104,711)	(4,159,074)	8,945,637	
Fund balance, beginning	13,104,711	13,104,711	-	
Fund balance, ending	$ -	$ 8,945,637	$ 8,945,637	
Expected year-end fund (deficit) as percentage of annual expenditure budget	0.00%			

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St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to May 31

	FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Equalization	$ 4,427,760	$ 5,025,696	$ 597,936	13.50%
Investment income	8,497	25,426	16,929	199.24%
Miscellaneous	104,178	64,265	(39,913)	-38.31%
Total revenues	4,540,435	5,115,387	574,952	12.66%
Expenditures				
Capital projects	4,648,119	4,951,503	303,384	6.53%
Total expenditures	4,648,119	4,951,503	303,384	6.53%
Excess (deficiency) of revenues over (under) expenditures	(107,684)	163,884	271,568	252.19%
Fund balance, beginning	8,588,049	7,389,624	(1,198,425)	-13.95%
Fund balance, ending	$ 8,480,365	$ 7,553,508	$ (926,857)	-10.93%

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	$ 4,921,561	$ 4,427,760	$ (493,801)	89.97%
Investment income	10,000	8,497	(1,503)	84.97%
Miscellaneous	175,000	104,178	(70,822)	59.53%
Total revenues	5,106,561	4,540,435	(566,126)	88.91%
Expenditures				
Capital projects	9,100,000	4,648,119	4,451,881	51.08%
Total expenditures	9,100,000	4,648,119	4,451,881	51.08%
Excess (deficiency) of revenues over (under) expenditures	(3,993,439)	(107,684)	3,885,755	
Fund balance, beginning	8,588,049	8,588,049	-	
Fund balance, ending	$ 4,594,610	$ 8,480,365	$ 3,885,755	
Expected year-end fund balance as percentage of annual expenditure budget	50.49%			

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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Equalization	$ 5,482,577	$ 5,025,696	$ (456,881)	91.67%
Investment income	10,000	25,426	15,426	254.26%
Miscellaneous	175,000	64,265	(110,735)	36.72%
Total revenues	5,667,577	5,115,387	(552,190)	90.26%
Expenditures				
Capital projects	7,750,000	4,951,503	2,798,497	63.89%
Total expenditures	7,750,000	4,951,503	2,798,497	63.89%
Excess (deficiency) of revenues over (under) expenditures	(2,082,423)	163,884	2,246,307	
Fund balance, beginning	7,389,624	7,389,624	-	
Fund balance, ending	$ 5,307,201	$ 7,553,508	$ 2,246,307	
Expected year-end fund balance as percentage of annual expenditure budget	68.48%			

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 May 31

		FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
Revenues					
	Investment income	$ 2,874	$ 8,251	$ 5,377	187.09%
	Charges for services				
A	Drivers Education Program	370,627	333,636	(36,991)	-9.98%
B	Summer School Program	67,501	67,306	(195)	-0.29%
	Community School Programs				
C	Day Care	3,223,433	3,370,283	146,850	4.56%
D	Enrichment	476,501	471,806	(4,695)	-0.99%
E	Kinder Enrichment	399,400	551,392	151,992	38.06%
F	Comm'y Educ Central Office	72,169	149,688	77,519	107.41%
	Facility Use				
G	Building Share	19,513	24,128	4,615	23.65%
H	Comm'y School Share	294,457	356,426	61,969	21.05%
I	Community grants & awards	88,160	812,214	724,054	821.30%
J	Other Programs	129,377	148,403	19,026	14.71%
	Total revenues	5,144,012	6,293,533	1,149,521	22.35%
Expenditures					
	Instruction				
A	Drivers Education Program	313,172	455,621	142,449	45.49%
B	Summer School Program	93,672	67,639	(26,033)	-27.79%
	Community School Programs				
C	Day Care	2,453,107	2,637,818	184,711	7.53%
D	Enrichment	495,153	542,266	47,113	9.51%
E	Kinder Enrichment	525,113	895,426	370,313	70.52%
F	Comm'y Educ Central Office	329,981	442,068	112,087	33.97%
	Facility Use				
G	Building Share	29,133	29,003	(130)	-0.45%
H	Comm'y School Share	352,141	383,246	31,105	8.83%
I	Community grants & awards	441,867	516,222	74,355	16.83%
J	Other Programs	72,669	75,353	2,684	3.69%
	Total expenditures	5,106,008	6,044,662	938,654	18.38%
Excess (deficiency) of revenues over (under) expenditures		38,004	248,871	210,867	554.85%
Other Financing Sources					
	Proceeds on capital lease	-	110,322	110,322	N/A
	Transfer-Spec Activities (Fund 23)	(6,669)	7,620	14,289	-214.26%
Net change in fund balance		31,335	366,813	335,478	1070.62%
Fund balance, beginning		3,153,357	2,366,206	(787,151)	-24.96%
Fund balance, ending		$ 3,184,692	$ 2,733,019	$ (451,673)	-14.18%

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 5,000	$ 2,874	$ (2,126)	57.48%
Charges for services	5,500,000	5,141,138	(358,862)	93.48%
Total revenues	5,505,000	5,144,012	(360,988)	93.44%
Expenditures				
Instruction	5,950,000	4,776,027	1,173,973	80.27%
Support services	550,000	329,981	220,019	60.00%
Total expenditures	6,500,000	5,106,008	1,393,992	78.55%
Excess (deficiency) of revenues over (under) expenditures	(995,000)	38,004	1,033,004	
Other Financing Uses				
Proceeds on capital lease		-	-	N/A
Transfer-Spec Activities (Fund 23)		(6,669)	(6,669)	N/A
Net change in fund balance	(995,000)	31,335	1,026,335	
Fund balance, beginning	3,153,357	3,153,357	-	
Fund balance, ending	$ 2,158,357	$ 3,184,692	$ 1,026,335	
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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 5,000	$ 8,251	$ 3,251	165.02%
Charges for services	6,100,000	6,285,282	185,282	103.04%
Total revenues	6,105,000	6,293,533	188,533	103.09%
Expenditures				
Instruction	6,250,000	5,602,594	647,406	89.64%
Support services	620,000	442,068	177,932	71.30%
Capital outlay	75,000	-	75,000	0.00%
Total expenditures	6,945,000	6,044,662	900,338	87.04%
Excess (deficiency) of revenues over (under) expenditures	(840,000)	248,871	1,088,871	
Other Financing Sources				
Proceeds on capital lease	-	110,322	110,322	N/A
Transfer-Spec Activities (Fund 23)	-	7,620	7,620	N/A
Net change in fund balance	(840,000)	366,813	1,206,813	
Fund balance, beginning	2,366,206	2,366,206	-	
Fund balance, ending	$ 1,526,206	$ 2,733,019	$ 1,206,813	
Expected year-end fund balance as percentage of annual expenditure budget	21.98%			

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 55,597	$ 51,556	$ (4,041)	92.73%
Cash in lieu	929,000	950,698	21,698	102.34%
Total revenues	984,597	1,002,254	17,657	101.79%
Expenditures				
Purchased services	150,000	855	149,145	0.57%
Capital outlay	6,111,509	-	6,111,509	0.00%
Total expenditures	6,261,509	855	6,260,654	0.01%
Excess (deficiency) of revenues over (under) expenditures	(5,276,912)	1,001,399	6,278,311	
Fund balance, beginning	5,276,912	5,276,912	-	
Fund balance, ending	$ -	$ 6,278,311	$ 6,278,311	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Fair Contributions Fund (29)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2015 to May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 57,000	$ 56,830	$ (170)	99.70%
Cash in lieu	1,100,000	1,174,632	74,632	106.78%
Total revenues	1,157,000	1,231,462	74,462	106.44%
Expenditures				
Purchased services	150,000	19,808	130,192	13.21%
Capital outlay	7,414,030	801,387	6,612,643	10.81%
Total expenditures	7,564,030	821,195	6,742,835	10.86%
Excess (deficiency) of revenues over (under) expenditures	(6,407,030)	410,267	6,817,297	
Fund balance, beginning	6,407,030	6,407,030	-	
Fund balance, ending	$ -	$ 6,817,297	$ 6,817,297	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

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

	FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Local grants	$ -	$ -	$ -	N/A
State grants	101,815	387,132	285,317	280.23%
Federal grants	7,553,844	7,042,248	(511,596)	-6.77%
ARRA-Federal Education Stimulus Funds	3,869,446	4,141,013	271,567	7.02%
Total revenues	11,525,105	11,570,393	45,288	0.39%
Expenditures				
Salaries	8,238,527	8,002,835	(235,692)	-2.86%
Benefits	2,260,426	2,331,806	71,380	3.16%
Purchased services	480,021	328,884	(151,137)	-31.49%
Supplies and materials	759,831	735,653	(24,178)	-3.18%
Other	26,791	23,223	(3,568)	-13.32%
Capital outlay	19,302	26,614	7,312	37.88%
Total expenditures	11,784,898	11,449,015	(335,883)	-2.85%
Excess (deficiency) of revenues over (under) expenditures	(259,793)	121,378	381,171	146.72%
Fund balance, beginning	-	-	-	N/A
Fund (deficit), ending	$ (259,793)	$ 121,378	$ 381,171	146.72%

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Local grants	$ -	$ -	$ -	N/A
State grants	538,147	101,815	(436,332)	18.92%
Federal grants	10,429,926	7,553,844	(2,876,082)	72.42%
ARRA-Federal Education Stimulus Funds	5,220,594	3,869,446	(1,351,148)	74.12%
Total revenues	16,188,667	11,525,105	(4,663,562)	71.19%
Expenditures				
Salaries	9,491,231	8,238,527	1,252,704	86.80%
Benefits	2,559,688	2,260,426	299,262	88.31%
Purchased services	591,650	480,021	111,629	81.13%
Supplies and materials	2,399,906	759,831	1,640,075	31.66%
Other	262,696	26,791	235,905	10.20%
Capital outlay	883,496	19,302	864,194	2.18%
Total expenditures	16,188,667	11,784,898	4,403,769	72.80%
Excess (deficiency) of revenues over (under) expenditures	-	(259,793)	(259,793)	
Fund balance, beginning	-	-	-	
Fund balance (deficit), ending	$ -	$ (259,793)	$ (259,793)	
Expected year-end fund (deficit) as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Governmental Designated-Purpose Grants Fund (22)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2015 to May 31, 2016

	FY16 Amended Budget	FY16 July - May 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	7,042,248	(3,578,420)	66.31%
ARRA-Federal Education Stimulus Funds	4,516,413	4,141,013	(375,400)	91.69%
Total revenues	15,559,032	11,570,393	(3,988,639)	74.36%
Expenditures				
Salaries	9,606,915	8,002,835	1,604,080	83.30%
Benefits	2,609,285	2,331,806	277,479	89.37%
Purchased services	803,799	328,884	474,915	40.92%
Supplies and materials	1,622,145	735,653	886,492	45.35%
Other	897,253	23,223	874,030	2.59%
Capital outlay	19,635	26,614	(6,979)	135.54%
Total expenditures	15,559,032	11,449,015	4,110,017	73.58%
Excess (deficiency) of revenues over (under) expenditures	-	121,378	121,378	
Fund balance, beginning	-	-	-	
Fund balance (deficit), ending	$ -	$ 121,378	$ 121,378	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Balance Sheet (Unaudited)
As of May 31,

	2015	2016
Assets		
Cash and investments	$ 2,056,271	$ 2,216,638
Accounts receivable	415	483
Grants receivable	411,141	- A
Inventories	485,928	560,572
Total assets	$ 2,953,755	$ 2,777,693
Liabilities		
Accrued salaries and benefits	$ 106,642	$ 129,194
Total liabilities	106,642	129,194
Fund balance		
Nonspendable: prepaids, inventories	485,928	560,572
Restricted	2,361,185	2,087,927
Total fund balance	2,847,113	2,648,499
Total liabilities and fund balance	$ 2,953,755	$ 2,777,693

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 May 31

		FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance	
1	**Revenues**					
2	Investment income	$ 1,125	$ 3,233	$ 2,108	187.38%	
3	Charges for service	3,415,397	3,260,342	(155,055)	-4.54%	
4	Miscellaneous	8,725	27,287	18,562	212.74%	
5	State match	146,960	151,914	4,954	3.37%	A
6	Commodities entitlement	533,239	576,131	42,892	8.04%	
7	Nat'l School Lunch/Breakfast Pgm	5,023,511	4,637,059	(386,452)	-7.69%	A
8	Total revenues	9,128,957	8,655,966	(472,991)	-5.18%	
9						
10	**Expenditures**					
11	Salaries	2,884,729	2,892,591	7,862	0.27%	
12	Benefits	1,005,486	1,082,612	77,126	7.67%	
13	Purchased services	60,231	28,050	(32,181)	-53.43%	
14	Supplies and materials	4,404,573	4,255,286	(149,287)	-3.39%	
15	Repairs and maintenance	76,088	40,102	(35,986)	-47.30%	
16	Other	77,479	67,501	(9,978)	-12.88%	
17	Total expenditures	8,508,586	8,366,142	(142,444)	-1.67%	
18						
19	Excess (deficiency) of revenues					
20	over (under) expenditures	620,371	289,824	(330,547)	-53.28%	
21						
22	**Noncash (expenditures)**					
23	Accelerated capital outlay	-	-	-	N/A	
24						
25	Net change in fund balance	620,371	289,824	(330,547)	-53.28%	
26						
27	Fund balance, beginning	3,273,080	2,358,675	(914,405)	-27.94%	
28	Restatement, change in acct'g principle	(1,046,338)	-	1,046,338	-100.00%	
29	Fund balance, restated	2,226,742	2,358,675	131,933	5.92%	
30						
31	Fund balance, ending	$ 2,847,113	$ 2,648,499	$ (198,614)	-6.98%	

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 May 31, 2015

		FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Investment income	$ 1,100	$ 1,125	$ 25	102.27%
3	Charges for service	3,300,000	3,415,397	115,397	103.50%
4	Miscellaneous	60,000	8,725	(51,275)	14.54%
5	State match	118,000	146,960	28,960	124.54%
6	Commodities entitlement	550,603	533,239	(17,364)	96.85%
7	Nat'l School Lunch/Breakfast Pgm	5,100,000	5,023,511	(76,489)	98.50%
8	Total revenues	9,129,703	9,128,957	(746)	99.99%
9					
10	**Expenditures**				
11	Salaries	3,258,818	2,884,729	374,089	88.52%
12	Benefits	1,025,068	1,005,486	19,582	98.09%
13	Purchased services	175,000	60,231	114,769	34.42%
14	Supplies and materials	4,513,202	4,404,573	108,629	97.59%
15	Repairs and maintenance	256,576	76,088	180,488	29.66%
16	Other	100,000	77,479	22,521	77.48%
17	Total expenditures	9,328,664	8,508,586	820,078	91.21%
18					
19	Excess (deficiency) of revenues				
20	over (under) expenditures	(198,961)	620,371	819,332	
21					
22	**Noncash (expenditures)**				
23	Accelerated capital outlay	(1,046,337)	(1,046,338)	(1)	100.00%
24					
25	Net change in fund balance	(1,245,298)	(425,967)	819,331	
26					
27	Fund balance, beginning	3,273,080	3,273,080	-	
28					
29	Fund balance, ending	$ 2,027,782	$ 2,847,113	$ 819,331	
30					
31	Expected year-end fund balance as percentage				
32	of annual expenditure budget	21.74%			

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 May 31, 2016

		FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
1	**Revenues**				
2	Investment income	$ 1,176	$ 3,233	$ 2,057	274.91%
3	Charges for service	3,400,000	3,260,342	(139,658)	95.89%
4	Miscellaneous	20,000	27,287	7,287	136.44%
5	State match	144,000	151,914	7,914	105.50%
6	Commodities entitlement	655,875	576,131	(79,744)	87.84%
7	Nat'l School Lunch/Breakfast Pgm	5,100,000	4,637,059	(462,941)	90.92%
8	Total revenues	9,321,051	8,655,966	(665,085)	92.86%
9					
10	**Expenditures**				
11	Salaries	3,174,841	2,892,591	282,250	91.11%
12	Benefits	1,152,971	1,082,612	70,359	93.90%
13	Purchased services	160,000	28,050	131,950	17.53%
14	Supplies and materials	4,651,245	4,255,286	395,959	91.49%
15	Repairs and maintenance	125,000	40,102	84,898	32.08%
16	Other	100,000	67,501	32,499	67.50%
17	Total expenditures	9,364,057	8,366,142	997,915	89.34%
18					
19	Excess (deficiency) of revenues				
20	over (under) expenditures	(43,006)	289,824	332,830	
21					
22	**Noncash (expenditures)**				
23	Accelerated capital outlay	-	-	-	N/A
24					
25	Net change in fund balance	(43,006)	289,824	332,830	
26					
27	Fund balance, beginning	2,358,675	2,358,675	-	
28					
29	Fund balance, ending	$ 2,315,669	$ 2,648,499	$ 332,830	
30					
31	Expected year-end fund balance as percentage				
32	of annual expenditure budget	24.73%			

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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 May 31

	FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	$ 3,724	$ 11,567	$ 7,843	210.61%
Athletic activities	2,070,962	2,144,410	73,448	3.55%
Pupil activities	3,437,748	3,124,423	(313,325)	-9.11%
PTO/Gift activities	954,086	537,156	(416,930)	-43.70%
Total revenues	6,466,520	5,817,556	(648,964)	-10.04%
Expenditures				
Athletic activities	1,919,241	1,928,444	9,203	0.48%
Pupil activities	2,815,539	2,476,299	(339,240)	-12.05%
PTO/Gift activities	828,625	645,889	(182,736)	-22.05%
Total expenditures	5,563,405	5,050,632	(512,773)	-9.22%
Excess (deficiency) of revenues over (under) expenditures	903,115	766,924	(136,191)	
Other Financing Sources (Uses)				
Transfer - Community Educ (Fund 27)	6,669	(7,620)	(14,289)	-214.26%
Transfer - Student Activities (Fund 74)	-	697	697	N/A
Net change in fund balance	909,784	760,001	(149,783)	
Fund balance, beginning	3,506,437	3,908,624	402,187	
Fund balance, ending	$ 4,416,221	$ 4,668,625	$ 252,404	

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 4,000	$ 3,724	$ (276)	93.10%
Athletic activities	2,200,000	2,070,962	(129,038)	94.13%
Pupil activities	3,400,000	3,437,748	37,748	101.11%
PTO/Gift activities	800,000	954,086	154,086	119.26%
Total revenues	6,404,000	6,466,520	62,520	100.98%
Expenditures				
Athletic activities	3,330,162	1,919,241	1,410,921	57.63%
Pupil activities	5,521,079	2,815,539	2,705,540	51.00%
PTO/Gift activities	1,059,196	828,625	230,571	78.23%
Total expenditures	9,910,437	5,563,405	4,347,032	56.14%
Excess (deficiency) of revenues over (under) expenditures	(3,506,437)	903,115	4,409,552	
Other Financing Sources (Uses)				
Transfer - Community Educ (Fund 27)	-	6,669	6,669	N/A
Transfer - Student Activities (Fund 74)	-	-	-	N/A
Net change in fund balance	(3,506,437)	909,784	4,416,221	
Fund balance, beginning	3,506,437	3,506,437	-	
Fund balance, ending	$ -	$ 4,416,221	$ 4,416,221	
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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 5,000	$ 11,567	$ 6,567	231.34%
Athletic activities	2,200,000	2,144,410	(55,590)	97.47%
Pupil activities	3,700,000	3,124,423	(575,577)	84.44%
PTO/Gift activities	1,060,000	537,156	(522,844)	50.68%
Total revenues	6,965,000	5,817,556	(1,147,444)	83.53%
Expenditures				
Athletic activities	3,105,790	1,928,444	1,177,346	62.09%
Pupil activities	6,027,612	2,476,299	3,551,313	41.08%
PTO/Gift activities	1,740,222	645,889	1,094,333	37.12%
Total expenditures	10,873,624	5,050,632	5,822,992	46.45%
Excess (deficiency) of revenues over (under) expenditures	(3,908,624)	766,924	4,675,548	
Other Financing Sources (Uses)				
Transfer - Community Educ (Fund 27)	-	(7,620)	(7,620)	N/A
Transfer - Student Activities (Fund 74)	-	697	697	N/A
Net change in fund balance	(3,908,624)	760,001	4,668,625	
Fund balance, beginning	3,908,624	3,908,624	-	
Fund balance, ending	$ -	$ 4,668,625	$ 4,668,625	
Expected year-end fund balance as percentage of annual expenditure budget	0.00%			

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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, 2014 to May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 6,500	$ 5,185	$ (1,315)	79.77%
Miscellaneous	-	2,993	2,993	N/A
Employee benefit premiums	14,750,000	13,485,682	(1,264,318)	91.43%
Total revenues	14,756,500	13,493,860	(1,262,640)	91.44%
Expenses				
Salaries and benefits	202,500	175,338	27,162	86.59%
Purchased services	25,000	604,728	(579,728)	2418.91%
Supplies and materials	5,000	-	5,000	0.00%
Other	12,500	-	12,500	0.00%
Claims paid	14,850,000	12,553,887	2,296,113	84.54%
Total expenses	15,095,000	13,333,953	1,761,047	88.33%
Change in fund net position	(338,500)	159,907	498,407	
Fund net position, beginning	4,238,685	4,238,685	-	
Fund net position, ending	$ 3,900,185	$ 4,398,592	$ 498,407	
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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	$ 6,500	$ 16,689	$ 10,189	256.75%
Miscellaneous	-	7,412	7,412	N/A
Employee benefit premiums	15,896,000	14,830,791	(1,065,209)	93.30%
Total revenues	15,902,500	14,854,892	(1,047,608)	93.41%
Expenses				
Salaries and benefits	217,800	194,503	23,297	89.30%
Purchased services	1,350,000	1,311,956	38,044	97.18%
Supplies and materials	1,000	79	921	7.90%
Other	12,500	125,698	(113,198)	1005.58%
Claims paid	15,100,000	11,922,288	3,177,712	78.96%
Total expenses	16,681,300	13,554,524	3,126,776	81.26%
Change in fund net position	(778,800)	1,300,368	2,079,168	
Fund net position, beginning	3,969,128	3,969,128	-	
Fund net position, ending	$ 3,190,328	$ 5,269,496	$ 2,079,168	
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 May 31

	FY15 July - May Actual	FY16 July - May Actual	Dollar Variance	Percent Variance
Additions				
Elementary Schools	$ 39,784	$ 85,614	$ 45,830	115.20%
Middle Schools	24,810	21,591	(3,219)	-12.97%
High Schools	34,643	40,614	5,971	17.24%
Other additions	-	3,298	3,298	N/A
Total additions	99,237	151,117	51,880	52.28%
Deductions				
Elementary Schools	34,759	59,328	24,569	70.68%
Middle Schools	29,143	15,866	(13,277)	-45.56%
High Schools	46,774	38,754	(8,020)	-17.15%
Other deductions	-	-	-	N/A
Total deductions	110,676	113,948	3,272	2.96%
Change in undistributed monies	(11,439)	37,169	48,608	-424.93%
Transfers in (out)				
Transfer - Special Activities (Fund 23)	-	(697)	(697)	N/A
Change in undistributed monies after transfers	(11,439)	36,472	47,911	-418.84%
Undistributed monies, beginning	157,620	129,056	(28,564)	-18.12%
Undistributed monies, ending	$ 146,181	$ 165,528	$ 19,347	13.23%

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 May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Additions				
Elementary Schools	$ 50,000	$ 39,784	$ (10,216)	79.57%
Middle Schools	25,000	24,810	(190)	99.24%
High Schools	50,000	34,643	(15,357)	69.29%
Other additions	-	-	-	N/A
Total additions	125,000	99,237	(25,763)	79.39%
Deductions				
Elementary Schools	124,682	34,759	89,923	27.88%
Middle Schools	31,254	29,143	2,111	93.25%
High Schools	114,999	46,774	68,225	40.67%
Other deductions	11,685	-	11,685	0.00%
Total deductions	282,620	110,676	171,944	39.16%
Change in undistributed monies	(157,620)	(11,439)	146,181	
Transfers in (out)				
Transfer - Special Activities (Fund 23)	-	-	-	N/A
Change in undistributed monies after transfers	(157,620)	(11,439)	146,181	
Undistributed monies, beginning	157,620	157,620	-	
Undistributed monies, ending	$ -	$ 146,181	$ 146,181	
Expected year-end undistributed monies as percentage of annual deduction budget	0.00%			

St. Vrain Valley School District RE-1J
Student Activity (Agency) Fund (74)
Current Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Undistributed Monies
For the period July 1, 2015 to May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Additions				
Elementary Schools	$ 45,000	$ 85,614	$ 40,614	190.25%
Middle Schools	27,000	21,591	(5,409)	79.97%
High Schools	38,000	40,614	2,614	106.88%
Other additions	-	3,298	3,298	N/A
Total additions	110,000	151,117	41,117	137.38%
Deductions				
Elementary Schools	75,716	59,328	16,388	78.36%
Middle Schools	58,638	15,866	42,772	27.06%
High Schools	104,702	38,754	65,948	37.01%
Other deductions	-	-	-	N/A
Total deductions	239,056	113,948	125,108	47.67%
Change in undistributed monies	(129,056)	37,169	166,225	
Transfers in (out)				
Transfer - Special Activities (Fund 23)	-	(697)	(697)	N/A
Change in undistributed monies after transfers	(129,056)	36,472	165,528	
Undistributed monies, beginning	129,056	129,056	-	
Undistributed monies, ending	$ -	$ 165,528	$ 165,528	
Expected year-end undistributed monies as percentage of annual deduction budget	0.00%			

St. Vrain Valley School District RE-1J
Student Scholarship Fund (72)
Prior Year Budget to Actual (Unaudited)
Statement of Additions, Deductions, and Changes in Fiduciary Net Position
For the period July 1, 2014 to May 31, 2015

	FY15 Amended Budget	FY15 July - May Actual	Balance Remaining	% of Actual to Budget
Additions				
Investment income	$ 150	$ 158	$ 8	105.33%
Contributions	50,000	44,226	(5,774)	88.45%
Total additions	50,150	44,384	(5,766)	88.50%
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)	916	10,766	
Fiduciary net position, beginning	219,184	219,184	-	
Fiduciary net position, ending	$ 209,334	$ 220,100	$ 10,766	
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 May 31, 2016

	FY16 Amended Budget	FY16 July - May Actual	Balance Remaining	% of Actual to Budget
Additions				
Investment income	$ 300	$ 437	$ 137	145.67%
Contributions	50,000	35,684	(14,316)	71.37%
Total additions	50,300	36,121	(14,179)	71.81%
Deductions				
Scholarships	50,300	44,584	5,716	88.64%
Total deductions	50,300	44,584	5,716	88.64%
Change in fiduciary net position	-	(8,463)	(8,463)	
Fiduciary net position, beginning	224,389	224,389	-	
Fiduciary net position, ending	$ 224,389	$ 215,926	$ (8,463)	
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
5/31/2016

Fund	Colotrust	Csafe	Wells Fargo	Annualized Percent	Current Month Interest	Total
General	$ 80,707,602			0.57	28,080	$ 80,707,602
Risk Management	$ 839,073			0.57	406	$ 839,073
Risk Management			$ 3,154,663	NRA	27	$ 3,154,663
Rish Management Total						$ 3,993,736
Colorado Preschool	$ 211,817			0.57	102	$ 211,817
Nutrition Service	$ 1,009,396			0.57	488	$ 1,009,396
Student Activity Spec Revenue	$ 3,611,599			0.57	1,746	$ 3,611,599
Community School	$ 2,490,601			0.57	1,204	$ 2,490,601
Vance Brand Civic Auditorium	$ 85,597			0.57	41	$ 85,597
Community School Total						$ 2,576,198
Fair Contributions	$ 5,924,286			0.57	287	$ 5,924,286
Bond			$ 40,263,505	NRA	189	$ 40,263,505
Building 2008	$ 1,959,715			0.57	947	$ 1,959,715
Building 2008		$ 10		0.55	115	$ 10
Building Total						$ 1,959,724
Capital Reserve	$ 7,267,912			0.57	3,513	$ 7,267,912
Health Insurance Trust	$ 3,602,696			0.57	1,741	$ 3,602,696
Minimum Liability	$ 1,607,996			0.57	777	$ 1,607,996
Self Insurance Total						$ 5,210,692
Scholarship	$ 136,514			0.57	66	$ 136,514
Total	$ 109,454,803	$ 10	$ 43,418,168			$ 152,872,981

ST. VRAIN

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MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: District Financial Statements – May 2016

PURPOSE

To provide the Board of Education with monthly financial reports.

BACKGROUND

Colorado Revised Statute (C.R.S.) 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 May 2016 Monthly Financial Statements will be provided to the Board in compliance with all aspects of Colorado Revised Statute.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vendor Providing Purchased Goods Over $100,000 for FY2016

RECOMMENDATION

That the Board of Education approve the following vendor who is anticipated to provide purchased goods over $100,000 during Fiscal Year 2016.

BACKGROUND

Vendor Name	Services Provided	Pricing Method	FY 16 Est. Purchases
Overdrive, Inc.	Digital Library Books		$398,000

At the August 12, 2015 Board Meeting, information was presented to the Board in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over $100,000 in a single fiscal year, per Board Policy DJ/DJA – Purchasing/Purchasing Authority. This was to specifically address vendors who provide goods or services that are not competitively bid or competitive bids that are extended into a new fiscal year.

It is anticipated that the vendor listed above will exceed $100,000 in the 2016 fiscal year, and they were not included in the original list on August 12, 2015.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Amendment for Westview Asphalt Maintenance, Repair, and Replacement Project

RECOMMENDATION

That the Board of Education approve Amendment 1 for $274,905 including contingency for the contract with Apex Paving Solutions for the Westview Middle School 2016 Paving Project, 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

Apex Paving Solutions was awarded the contract for Bid 2016-067 District Asphalt Maintenance, Repair, & Replacement April 26, 2016. Amendment 1 to the contract will remove and replace the main parking lot asphalt, replace the loading dock concrete, crack fill and sealcoat remaining areas including auxiliary parking lot and exit drive at Westview Middle School.

Funding for the Westview Middle 2016 Paving Project is included in the Capital Reserve Fund.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval to Purchase iPads from Apple Computer, Inc.

RECOMMENDATION

That the Board of Education approve the purchase of 1,320 iPads from Apple Computer, Inc., for a total price of $625,680.00.

BACKGROUND

The District obtains discounted pricing directly from Apple Computer, Inc., through their Apple Education Pricing List. This purchase is to support Learning Technology Plan (LTP) requirements. The funding for this technology is from FY 2017 mill levy dollars dedicated to technology refresh.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vendors Providing Purchased Goods

RECOMMENDATION

That the Board of Education approve the following vendors who are anticipated to provide purchased goods over $100,000 during Fiscal Year 2017. During this Board Meeting, the FY2017 budget will be presented for adoption. Approval of these vendors is pending the adoption of that budget.

Vendor Name	Goods Provided	Pricing Method	FY17 Est. Purchases	FY16 Total Purchases
5280 Digital, Inc.	Construction	Per Unit		$159,076.00
Absolute Software, Inc.	Software			$99,205.00
Amazon.Com	General Supplies and Equipment	Per Unit	$325,000.00	$313,983.16
American Produce	Nutrition Services		$360,000.00	$457,477.00
Apple, Inc.	Computers	Per Unit		$4,617,503.00
Bedrock LLC	Construction	Bid	TBD	$125,000.00
Buckeye Cleaning Center	Janitorial Chemicals	Contract	$150,000	$249,944.00
CDW Government	Technology	Per Unit		$108,735.00
En Pointe Technologies Sales, Inc.	Chromebooks and accessories	Per Unit		$288,441.72
Follett Educational Services	Textbooks			$138,243.11
Global Technology Resources	Technology	Per Unit		$161,460.35
High Country Technology Consultants	Technology			$124,846.45
Hill Petroleum	Fuel			$1,100,000.00
Houghton Mifflin	Textbooks			$314,215.86
Jennie-O	Nutrition Services		$100,000.00	$98,000.00
Jostens	Yearbooks/Diplomas		$150,000.00	$99,162.88
King Soopers	Food and Supplies	Per Unit	$175,000.00	$160,887.34
LL Johnson Distributing Co.	Landscaping Equipment and Parts			$152,106.67

Vendor Name	Goods Provided	Pricing Method	FY17 Est. Purchases	FY16 Total Purchases
Meadow Gold Diary Foods	Nutrition Services	Contract	$700,000.00	$737,568.34
Office Depot	Office Supplies	Contract	$280,000.00	$268,112.96
Overdrive, Inc.	Digital Resources		$398,000.00	$300,444.13
Pearson Education	Instructional Materials	Per Unit		$2,193,383.21
School Specialty	Supplies and Equipment		$115,000.00	$153,594.83
Staples	General Supplies and Furniture	Per Unit	$130,000.00	$125,866.95
Staples	General Supplies and Furniture	Per Unit	$130,000.00	$125,866.95
SupplyWorks	Paper and Custodial Supplies		$200,000.00	$129,054.00
Toshiba USA	Copiers	Contract	$216,400.00	$204,039.00
Twotrees	Windows Technology	Contract	$200,000.00	$270,588.00
Tyler Technologies	Infinite Vision Services	Contract		$125,758.47
Tyson Foods, Inc.	Nutrition Services	Contract	$175,000.00	$175,000.00
US Food Service, Inc.	Nutrition Services	Bid	$1,800,000.00	$2,021,071.38
US Games	Nutrition Services	Coop Contract		$273,677.30
Vistar Roma of Denver	Nutrition Services		$150,000.00	$106,000.00
Western Paper	Nutrition Services	State Contract	$100,000.00	$96,100.00
Xpedx	Custodial Supplies	Price Agreement	$100,000.00	$123,646.20

BACKGROUND

This information is presented in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over $100,000 in a single fiscal year, per Board Policy DJ/DJA — Purchasing/Purchasing Authority. This is specifically to address vendors who provide goods that are not competitively bid, competitive bids that are extended into a new fiscal year, or FY17 newly-awarded contracts.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Vendors Providing Purchased Services

RECOMMENDATION

That the Board of Education approve the following vendors who are anticipated to provide purchased services over $100,000 during Fiscal Year 2017. During this Board Meeting, the FY2017 budget will be presented for adoption. Approval of these vendors is pending the adoption of that budget.

Vendor Name	Services Provided	Pricing Method	FY17 Est. Purchases	FY16 Total Purchases
Alpine Achievement Systems, Inc.	Student Data Management		$250,000.00	$249,469.00
Ardor Health Solutions	Special Education	Contract	$100,000 +	$113,020.00
Asgard Energy, LLC	Utility Service	Monthly Invoice	$615,000.00	$608,500.00
Assessment Technology	Formative Assessment System	Per Student	$158,000.00	$175,456.00
Boulder County Public Health	Interventionists & Student Support	Contract	$255,000.00	$321,736.88
Centennial Board of Cooperative Ed. Services		Contract		$455,786.00
Curriculum Associates	Instruction	Contract	$200,000 +	$268,525.30
Citrix Systems, Inc.	Technology	Per User		$99,652.50
City of Longmont	Utility Service / WAN	Monthly Invoice		$2,575,841.87
Colo Hazard Control	Operations & Maint	Contract	$100,000 +	$162,800.00
Colo School District Self Insurance Pool	Property & Liability Insurance			$600,000.00
Computer Information Concepts	Infinite Campus Services	Per Student		$289,146.00
Cuningham Group Architecture, Inc.	Construction			$239,306.54
Educational Policy Institute, Inc.	Evaluation Services		$100,000	$97,543.37

Vendor Name	Services Provided	Pricing Method	FY17 Est. Purchases	FY16 Total Purchases
Espark Learning	Student Services	Contract		$280,000.00
FCI Constructors, Inc.	Construction	Contract		$4,471,726.26
Firefly Autism House	Treatment Services	Per Student		$77,230.00
Firefly Autism House	Treatment Services	Per Student		$77,230.00
Florida Virtual School	Technology	Per User	$300,000.00	$319,725.00
Front Range Community College	Classes			$199,627.55
Front Range Orthopedic Center	Coverage for Athletic Events		$114,000.00	$114,000.00
Gkkworks Klipp, Inc.	Architect			$170,630.75
Golden Triangle Construction, Inc.	Construction			$1,127,548.71
Gonzales Custom Painting	Contract			$171,086.00
Ground Engineering Consultants, Inc.	Inspection Services			$109,924.33
Henry Wurst, Inc.	Communications	Contract		$111,094.71
The Interpreting Agency	Special Education	Per Student		$146,850.59
Joshua School	Treatment Services	Per Student		$389,816.58
Laradon Hall	Student Services	Per Student		$126,803.91
Lyons, Gaddis, Kahn & Hall PC	Legal Services	Monthly Invoice		$169,887.43
My Therapy Staffing Agency	Special Education	Per Contract		$54,432.50
Northern Colorado School District's Worker's Compensation Pool	Worker's Compensation			$1,460,000.00
Poudre Valley REA	Utility Service	Monthly Invoice	$105,000.00	$98,000.00
Qwest Corp.	Utility Service	Monthly Invoice		$274,610.00
RB & B Architects, Inc.	Architect			$328,033.82
RevTrack	Online Credit Card Processing			$223,674.00
RubinBrown	Auditing Svcs	Contract		$120,000.00
Saunders Construction, Inc.	Construction	Contract		$193,329.94
Schoology	Technology	Contract	$120,000.00	$79,316.00
Slaterpaull Architects	Construction	Contract		$978,472.31
Source Gas	Utility Service	Monthly Invoice	$325,000.00	$324,250.00
Sunbelt Staffing	Student Services	Monthly Invoice		$182,461.25
Town of Erie	Utility Service	Monthly Invoice		$234,180.94

Vendor Name	Services Provided	Pricing Method	FY17 Est. Purchases	FY16 Total Purchases
Town of Firestone	Utility Service	Monthly Invoice		$78,333.75
Town of Frederick	Utility Service	Monthly Invoice		$436,339.40
Town of Lyons	Utility Service	Monthly Invoice		$85,000.00
Unite Private Networks, LLC	Technology			$881,396.00
United Power, Inc.	Utility Service	Monthly Invoice		$787,000.00
Verizon				$160,563.30
Western Disposal	Trash & Recycling Services	Contract		$280,550.00
Xcel Energy	Utility Service	Monthly Invoice		$550,750.00

BACKGROUND

This information is presented in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over $100,000 in a single fiscal year, per Board Policy DJ/DJA — Purchasing/Purchasing Authority. This is specifically to address vendors who provide goods that are not competitively bid, competitive bids that are extended into a new fiscal year, or FY17 newly-awarded contracts.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Waiver from Liability Insurance Requirement for the Longmont High School Education Foundation

RECOMMENDATION

That the Board of Education allow an exception to the Organizational Options for Parent Organizations Policy KBE-R, and thereby approve a waiver for the general liability insurance requirement for the Longmont High School Education Foundation.

BACKGROUND

Board Policy KBE-R, Organizational Options for Parent Organizations, states, "District insurance does not cover parent organizations organized as non-profit corporations. Furthermore, the District is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the District." In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the District's Finance and Audit Committee for a waiver from a particular requirement.

The Longmont High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Policy KBE-R due to the fact that they do not use District facilities except for their meetings. The Finance and Audit Committee recommended that this waiver be reviewed by the District's legal counsel. Our attorney has reviewed and agreed with the waiver as presented.

The administration and the Finance and Audit Committee recommend approval of this exception.

AGREEMENT FOR WAIVER FROM INSURANCE REQUIREMENT
IN BOARD POLICY KBE-R

It is mutually agreed by the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (hereinafter referred to as "District") and **Longmont High School Education Foundation**, a 501(c)(3) non-profit corporation, (hereinafter referred to as "Foundation"), that the general liability insurance requirement stated in District Board Policy KBE-R (Organizational Options for Parent Organizations (POs)) is waived, subject to the following limitations:

1. Foundation use of District facilities will be limited to Foundation Board meetings, not to exceed 20 persons.
2. Foundation use of District facilities will be limited to the Longmont High School cafeteria or, in the event of a scheduling conflict, an alternative area recommended by the District Facility Scheduler.
3. Foundation use shall be scheduled in advance of the meeting with the District Facility Scheduler (303-652-6310) in accordance with Board Policy KF (Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2016 to June 30, 2017.
5. Nothing in this insurance requirement waiver should be construed as a waiver of any other section(s) of Board Policy/Regulation KBE/KBE-R.
6. Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., as from time-to-time amended, or otherwise available to the School District, its officers, agents, volunteers, or employees.
7. Venue for any and all legal action arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.
8. The mutual promises herein shall be good and sufficient consideration for this Agreement although there are no actual funds exchanged between the District and Foundation.

This Agreement becomes effective on this ___ day of_____, 2016, and for the terms set forth above.

_____	_____
Date	Foundation President
_____	_____
Date	Foundation Secretary
_____	_____
Date	Board of Education President
_____	_____
Date	Board of Education Secretary

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Waiver from Liability Insurance Requirement for the Silver Creek High School Education Foundation

RECOMMENDATION

That the Board of Education allow an exception to the Organizational Options for Parent Organizations Policy KBE-R, and thereby approve a waiver for the general liability insurance requirement for the Silver Creek High School Education Foundation.

BACKGROUND

Board Policy KBE-R, Organizational Options for Parent Organizations, states, "District insurance does not cover parent organizations organized as non-profit corporations. Furthermore, the District is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the District." In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the District's Finance and Audit Committee for a waiver from a particular requirement.

The Silver Creek High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Policy KBE-R due to the fact that they do not use District facilities except for their meetings. The Finance and Audit Committee recommended that this waiver be reviewed by the District's legal counsel. Our attorney has reviewed and agreed with the waiver as presented.

The administration and the Finance and Audit Committee recommend approval of this exception.

AGREEMENT FOR WAIVER FROM INSURANCE REQUIREMENT
IN BOARD POLICY KBE-R

It is mutually agreed by the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (hereinafter referred to as "District") and **Silver Creek High School Education Foundation**, a 501(c)(3) non-profit corporation, (hereinafter referred to as "Foundation"), that the general liability insurance requirement stated in District Board Policy KBE-R (Organizational Options for Parent Organizations (POs)) is waived, subject to the following limitations:

1. Foundation use of District facilities will be limited to Foundation Board meetings, not to exceed 20 persons.
2. Foundation use of District facilities will be limited to the Longmont High School cafeteria or, in the event of a scheduling conflict, an alternative area recommended by the District Facility Scheduler.
3. Foundation use shall be scheduled in advance of the meeting with the District Facility Scheduler (303-652-6310) in accordance with Board Policy KF (Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2016 to June 30, 2017.
5. Nothing in this insurance requirement waiver should be construed as a waiver of any other section(s) of Board Policy/Regulation KBE/KBE-R.
6. Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., as from time-to-time amended, or otherwise available to the School District, its officers, agents, volunteers, or employees.
7. Venue for any and all legal action arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.
8. The mutual promises herein shall be good and sufficient consideration for this Agreement although there are no actual funds exchanged between the District and Foundation.

This Agreement becomes effective on this ___ day of_____, 2016, and for the terms set forth above.

_____	_____
Date	Foundation President
_____	_____
Date	Foundation Secretary
_____	_____
Date	Board of Education President
_____	_____
Date	Board of Education Secretary

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad., Superintendent of Schools

SUBJECT: Waiver from Liability Insurance Requirement for the Skyline High School Education Foundation

RECOMMENDATION

That the Board of Education allow an exception to the Organizational Options for Parent Organizations Policy KBE-R, and thereby approve a waiver for the general liability insurance requirement for the Skyline High School Education Foundation.

BACKGROUND

Board Policy KBE-R, Organizational Options for Parent Organizations, states, "District insurance does not cover parent organizations organized as non-profit corporations. Furthermore, the District is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the District." In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the District's Finance and Audit Committee for a waiver from a particular requirement.

The Skyline High School Education Foundation appealed to the District's Finance and Audit Committee for a waiver from Policy KBE-R due to the fact that they do not use District facilities except for their meetings. The Finance and Audit Committee recommended that this waiver be reviewed by the District's legal counsel. Our attorney has reviewed and agreed with the waiver as presented.

The administration and the Finance and Audit Committee recommend approval of this exception.

AGREEMENT FOR WAIVER FROM INSURANCE REQUIREMENT IN BOARD POLICY KBE-R

It is mutually agreed by the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (hereinafter referred to as "District") and **Skyline High School Education Foundation**, a 501(c)(3) non-profit corporation, (hereinafter referred to as "Foundation"), that the general liability insurance requirement stated in District Board Policy KBE-R (Organizational Options for Parent Organizations (POs)) is waived, subject to the following limitations:

1. Foundation use of District facilities will be limited to Foundation Board meetings, not to exceed 20 persons.
2. Foundation use of District facilities will be limited to the Longmont High School cafeteria or, in the event of a scheduling conflict, an alternative area recommended by the District Facility Scheduler.
3. Foundation use shall be scheduled in advance of the meeting with the District Facility Scheduler (303-652-6310) in accordance with Board Policy KF (Community Use of School Facilities).
4. The term of this Agreement shall be for the one year period from July 1, 2016 to June 30, 2017.
5. Nothing in this insurance requirement waiver should be construed as a waiver of any other section(s) of Board Policy/Regulation KBE/KBE-R.
6. Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., as from time-to-time amended, or otherwise available to the School District, its officers, agents, volunteers, or employees.
7. Venue for any and all legal action arising out of this Agreement shall lie in the District Court in and for the County of Boulder, State of Colorado, and this Agreement shall be governed by the laws of Colorado.
8. The mutual promises herein shall be good and sufficient consideration for this Agreement although there are no actual funds exchanged between the District and Foundation.

This Agreement becomes effective on this ___ day of_____, 2016, and for the terms set forth above.

_____	_____
Date	Foundation President
_____	_____
Date	Foundation Secretary
_____	_____
Date	Board of Education President
_____	_____
Date	Board of Education Secretary

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

RECOMMENDATION

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

BACKGROUND

Ms. Lubbers graduated from the University of Miami with a Bachelor of Science in Mathematics and Secondary Education and a minor in Psychology. She continued her education at the University of Colorado, Boulder, where she completed her Masters of Education with an emphasis in Math Education K-12. She later completed her Educational Specialist Degree with a Principal License from the University of Northern Colorado. Ms. Lubbers is currently in the process of completing her Doctor of Education in Educational Leadership and Policy Studies at the University of Northern Colorado.

Ms. Lubbers has served St. Vrain Valley Schools for ten years. For the past three years, she has worked as a Professional Learning Coach. Prior to that, Ms. Lubbers was a Math Teacher at Mead High School, Niwot High School and Longmont High School. She was also a Pre-Collegiate Diversity Program Math Instructor for the University of Colorado, Boulder. Ms. Lubbers has received the St. Vrain Education Foundation Teacher of the Year Encore Award, Superintendent's Excellence in Education Award, and Outstanding Student Teacher of the Year Award throughout her career.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Kimberly Peebles as Assistant Principal for Longs Peak Middle School, effective July 1, 2016.

BACKGROUND

Ms. Peebles graduated from Warner University in Lake Wales, Florida, with a Bachelor of Arts in Organizational Management. She continued her education at Regis University, where she completed her Master's degree in Education. Ms. Peebles attended Lamar University in Beaumont, Texas, where she completed her Principal Certification.

For the past two years, Ms. Peebles has served as an assistant principal in the Thompson School District, where she was in the Colorado Counselor Corp. Grant Administrator, Response to Intervention Team Administrator and Site Testing Coordinator. Prior to her administrative role, she taught sixth grade science for seven years at Milliken Middle School and one year of fifth grade at Mountain View Elementary in Windsor.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Dean of Students for Lyons Middle/Senior

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Jason Maguire as Dean of Students for Lyons Middle/Senior, effective July 1, 2016.

BACKGROUND

Mr. Maguire graduated from Colorado State University with a Bachelor of Science in Exercise and Sports Science. He continued his education at Grand Canyon University, where he completed his Master of Arts in Education. Mr. Maguire completed a second Master of Arts in Administration from Colorado State University.

Mr. Maguire has taught at Lyons Middle/Senior for eighteen years, where he taught Physical Education and Health. He has also served as the Assistant Track Coach, Head Boys' Basketball Coach and JV Girls' Basketball Coach, where he received Coach of the Year twice. Prior to that, Mr. Maguire was a PE teacher and Boys' Basketball Coach for Miami/Yoder Middle-Senior in Rush, Colorado for two years.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Aspen Ridge Preparatory School Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2016-2019 contracts with Aspen Ridge Preparatory School.

BACKGROUND

The District has negotiated a standardized three-year contract document with the charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Aspen Ridge's contract specifies that they have a private preschool and will purchase services from the District in lieu of receiving some federal and state grant funds directly.

The contracts were discussed at the May 25 and June 8, 2016 Board Meetings, and are presented individually for approval.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
Aspen Ridge School, Inc.

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
Aspen Ridge School, Inc.

This Contract is made and entered on June 8th, 2016 by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district hereafter referred to as the "District" and Aspen Ridge School, Inc., a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved a renewal charter application for School as a District charter school through 2024, school and fiscal years and entered into successive charter contracts for the operation of such school;

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

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

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

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

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

Administrator shall mean the principal of the School.

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

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

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.

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

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, 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 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 3.2.5.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 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)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – March 15
        iv. Proposed Budget – April 15
        v. Charter Board 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 1 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 provided on the completed CDE Employee Data Collection Form.

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 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 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.b 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 3.2.5 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 3.4.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 Section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.5.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.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted 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.

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.

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.

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.

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 8, including other ancillary activities, such as a private preschool which will not have District oversight.

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

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

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

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

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District representative 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 services 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 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. 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.

c. Admission of applicants with an IEP 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 shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such 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 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 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 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 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 will hire its own special education teacher(s), school special education facilitator and paraprofessionals subject to review and acceptance of the required licensing 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), 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 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, 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.

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 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 by the District. 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) 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 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.

6. Annual accounting. 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 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 26, 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 25 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 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 25 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 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 3.2.5.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 Section 3.5.e.

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 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. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including 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 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 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's substitute scheduling system. The School 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**). 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.

10.7 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. FACILITIES

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

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

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

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

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by December 1 of the year before the School's Charter 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 Charter expires. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.

12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that

the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

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

13. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Contract June 8, 2016.

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

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

Section B: School Board Governance and Operations

Aspen Ridge acknowledges and will abide by all requirements of a public Charter School board. Many of the policies in Section B are specific to the SVVSD Board.

Aspen Ridge will operate under all applicable State Statutes and Robert's Rules of Order, Newly Revised, as well as the Aspen Ridge Bylaws, to ensure compliance with all necessary requirements.

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

BBA – Board Powers and Responsibilities
BBBA – Board Member Authority and Responsibilities
BBBE – Unexpired Term Fulfillment/Vacancies
BBBG – Board Elections
BCAA – Gifting, Awards, Honorariums, and Sponsorships
BCAA-E – Gifting, Awards, Honorariums, and Sponsorships Guidelines
BDA – Board Organizational Meeting
BDB – Board Officers
BDF (All) - Advisory Committees
BE – School Board Meetings
BEC – Executive Sessions
BEDB – Agenda
BEDG – Minutes
BEDJ – Broadcasting/Taping of Board Meetings
BG – School Board Policy Process
BGA – Policy Development System
BIBA – Board Member Travel, Conventions, Workshops, and Other Expenses
BIBA–R - Board Member Travel, Conventions, Workshops, and Other Expenses

Section C: General School Administration

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

CH - Policy Implementation
CHD – Administration in the Absence of Policy

Section D: Fiscal Management

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

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

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

Section E: Support Services

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

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

EBCE - School Closings and Cancellations
EEA - Student Transportation

EEAA - Walkers and Riders
EEAC - Bus Scheduling and Routing
EEBA - School-Owned Vehicles
EF - Food Services
EFC - Free and Reduced lunch
EFC-E – Parent/Free and Reduced-Price Meals (Spanish Version)
EGAEA – Electronic Communication

Section F: Facilities

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

Section G: Personnel

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

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

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

Section H: Negotiations

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

Section I: Instruction

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

Pursuant to statutory authority, the Charter School will design its own educational program and curriculum. The vision, mission, and educational philosophy are directed by the Aspen Ridge Board and will impact curriculum design, implementation, and review which will occur in an ongoing process. Aspen Ridge will work with the Sponsoring District to ensure the content standards of its curriculum meet or exceed those of the Sponsoring

District. The Charter School may wish to develop alternative assessments to those the Sponsoring District employs. In addition, Aspen Ridge reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, and similar activities.

Section J: Students

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

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

JC - School Attendance Areas (Considered an Automatic SVVSD Policy Waiver)
JC-R - Determination of a Student's School Attendance Area (Considered an Automatic SVVSD Policy Waiver)
JCAA - School Districting/Redistricting (Considered an Automatic SVVSD Policy Waiver)
JF (All) - Student Admissions and Denial of Admissions/Open Enrollment/Appeals
JGA - Assignment of New Students to Classes and Grade Levels (Considered Automatic SVVSD Policy Waiver)
JGA-R – Assignment of New Students to Classes and Grade Levels
JH (All) - Student Absences and Excuses
JH/JHB/JHD (Considered Automatic SVVSD Policy Waivers)
JI (All) – Student Rights and Responsibilities, etc. (Considered Automatic SVVSD Policy Waivers)
JJ (All) – Student Activities, etc. (Considered Automatic SVVSD Policy Waivers)
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JK (All) - Student Discipline, etc. (Considered Automatic SVVSD Policy Waivers)
JLCF – School Nurses
JLCF-R - School Nurses
JLD – School Counseling Programs
JLIF – Use of Safety and Security Technologies
JLIF-R – Use of Electronic Recording Equipment to Monitor Student Behavior
JM/JM-R – Student Awards, Honors and Scholarships (Considered Automatic SVVSD Policy Waivers)
JQ – Student Fees, Fines and Charges (Considered Automatic SVVSD Policy Waivers)

Section K: School-Community-Home Relations

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

KE (All) - Public Concerns and Complaints, etc.
KF (All) – Community Use of School Facilities, etc.
KLG – Relations with State Agencies

Policy Section L – Education Agency Relations

LDA – Student Teaching and Internships
LDA-R – Student Teaching and I

EXHIBIT B

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

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

Communication:

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

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

student population			

Accessibility:

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

Goal	Activities	Person Responsible	Timeline
ARPS will support parents in finding viable methods for getting students to and from school.	• Parent volunteers will work with families to arrange carpool solutions. • ARPS will investigate carpool software programs such as carpoolworld.com and Ride Arrangers to match families with a carpool solution for getting their child(ren) to and from school. ARPS will provide parent tutorials on the use of this product. • Provide information about public transportation available in the area.	School Access Parent Volunteers ARPS Administration	August 2011-Ongoing
ARPS will support parents' access to the school by reducing the language barriers that prevent understanding of enrollment	• Printed outreach materials will be printed in English and Spanish (the dominant second language within the area.) • Provide a Spanish speaker/translator when necessary. • Provide all website information in 57 languages including English	ARPS Administration/Board of Directors	Ongoing

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

EXHIBIT C

ENROLLMENT PROCEDURES

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

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

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

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

a. Prior to submitting an application for admission parents and students will be encouraged to attend an informational meeting about the School.
b. The School will make clear at meetings and in written information provided along with the application that any student residing in Colorado who meets the eligibility requirements described in Section 6.3/6.4/6.5 may apply; although admission is based on the preferences listed in Exhibit C.
c. The School will begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
d. The lottery will be held no earlier than January 15 and no later than February 15 of the year for which enrollment is being selected.
e. Based on space availability, the School will continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

EXHIBIT D

UNIFIED IMPROVEMENT PLAN

COLORADO
Department of Education

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 6/17/2015 for 2015-2016

Colorado's Unified Improvement Plan for Schools for 2015-16

Organization Code: 0470 District Name: ST VRAIN VALLEY RE 1J School Code: 0071 School Name: ASPEN RIDGE PREPARATORY SCHOOL Official 2014 SPF: 3 Year

Section I: Summary Information about the School

Directions: This section provides an overview of the school's improvement plan. To complete this section, copy and paste the school's Priority Performance Challenges, Root Causes and Major Improvement Strategies from Section III and IV of the 2015-16 UIP once it has been completed. In the UIP online system, this section will populate automatically as the UIP is written.

Executive Summary
How are students performing? Where will school staff be focusing attention?
Priority Performance Challenges: *Specific statements about the school's performance challenges (not budgeting, staffing, curriculum, instruction, etc.), with at least one priority identified for each performance indicator (achievement, growth, growth gaps, PWR) where the school did not meet federal, state and/or local expectations.*

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 6/17/2016 for 2016-2018

Reading Performance Data:

PARCC ELA Proficiency Levels as Compared to District and State (Spring 2015 Data)									
Grade	Met/Exceeded Expectations			Partially Met/ Approached			Did Not Meet		
Level	ARPS	SVVSD	CO	ARPS	SVVSD	CO	ARPS	SVVSD	CO
3rd	61%		39	29%		42	9%		20
4th	61%	45.5	42	27%		37	12%		11
5th	74%		40.5	23%		49	4%		11

iReady Reading On or Above Level			
	ARPS 15-16	ARPS 14-15	SVVSD 15-16
3rd	51%	73%	51
4th	55%	50%	41
5th	41%	48%	35
6th	90%		43

iReady Reading Average Scale Gain (Growth)			
	ARPS 15-16	ARPS 14-15	SVVSD 15-16
3rd	19	32	29
4th	15	17	26
5th	15	21	22
6th	27		20

- PARCC data shows that Aspen Ridge students:
  - Out-perform their peers across the state between 19- 34 percentage points, in the Meeting and Exceeding Expectations category
  - Outperform their peers within SVVSD by 16 percentage points, in the Meeting and Exceeding Expectations category
  - Have considerably fewer students not meeting expectations than their peers across the state of Colorado.
- iReady data shows that Aspen Ridge students:
  - Out-perform their peers in SVVSD in performing On or Above Grade Level between 6-47 percentage points
  - (6th grade students) show an increase in Average Scale Gain Growth of 7 points

Mandatory
FORM # OFP-126
EDAC APPROVED
Approved 6/17/2015 for 2015-2016

Math Performance Data:

PARCC Math Proficiency Levels as Compared to District and State (Spring 2015 Data)									
Grade	Met/Exceeded Expectations			Partially Met/ Approached			Did Not Meet		
Level	ARPS	SVVSD	CO	ARPS	SVVSD	CO	ARPS	SVVSD	CO
3rd	47%		37%	46%		49%	7%		14%
4th	46%	34%	30%	48%		57%	6%		13%
5th	36%		30%	61%		57%	4%		14%

iReady Math On or Above Level			
	ARPS 15-16	ARPS 14-15	SVVSD 15-16
3rd	53%	53%	51%
4th	56%	57%	57%
5th	64%	54%	50%
6th	30%		61%

iReady Math Average Scale Gain (Growth)			
	ARPS 15-16	ARPS 14-15	SVVSD 15-16
3rd	32	33	28
4th	19	22	26
5th	17	22	22
6th	14		20

- PARCC data shows that Aspen Ridge students:
  - Out-perform their peers across the state between 10-16 percentage points, in the Meeting and Exceeding Expectations category
  - Outperform their peers within SVVSD by 12 percentage points, in the Meeting and Exceeding Expectations category
  - Have considerably fewer students not meeting expectations than their peers across the state of Colorado.
- iReady data shows that Aspen Ridge students:
  - Are showing growth and understanding (by grade level) between 2-18 percentage points over last year's data in both 3rd and 5th grades.

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 6/11/2015 for 2015-2016

Science and Social Studies Performance Data:

CMAS by Content Grade Level and Growth Comparison												
Grade	Distinguished/Strong				Moderate				Limited			
Level	ARPS '15	ARPS '14	SVVSD	CO	ARPS '15	ARPS '14	SVVSD	CO	ARPS '15	ARPS '14	SVVSD	CO
Science	54%	52%	41%	35%	42%	42%	37%	36%	8%	5%	22%	29%
Social Studies	33%	32%	24%	22%	56%	56%	50%	48%	12%	12%	27%	30%

- CMAS science data shows that 5th graders are showing growth in all areas of testing.
- A small growth is shown between 2014-2015 in both Science and Social Studies. In comparison to peers in the district and across the state of Colorado, students are showing 11%-19% better understanding of grade level expectations.

Why is the school continuing to have these problems?

QSchool Code: 0071 School Name: ASPEN RIDGE PREPARATORY SCHOOL

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 8/17/2015 for 2015-2016

Root Causes: *Statements describing the deepest underlying cause, or causes, of the performance challenges, that, if dissolved, would result in elimination, or substantial reduction of the performance challenges.*

- Quick school growth and enrollment over 5 years
- Changes in teaching staff (per natural attrition)
- Curriculum learning curve for new to profession teachers, and in some cases, for teachers piloting new curriculum
- (Lack of) Data analysis throughout the school year for teachers to monitor and track growth

What action is the school taking to eliminate these challenges?

Major Improvement Strategies: *An overall approach that describes a series of related actions intended to result in improvements in performance.*

Aspen Ridge was designed and intended to be a school of choice, with small class sizes and alternate means to provide learning opportunities for students. With a strong founding board and group of parents, Aspen Ridge has continued to grow quickly, from 170 students starting in 2011 to almost 400 students in 2015-2016. During the 15-16 school year, Aspen Ridge opened its doors to their first 6th grade class, and will continue with their first 7th grade class in the 16-17 school year.

With natural changes from year to year, including quick growth and natural staff attrition, learning curves in curriculum implementation are natural. Continuing to build a strong foundation in the academic arena, Aspen Ridge teachers and staff will continue to dive into learning and study of best instructional practices, will continue to learn and implement research-based curriculum with fidelity, will be guided quarterly in data analysis to ensure students are showing academic growth, and will guide and encourage students in their own academic growth and celebrations

The Professional Learning Community (or PLC) model for teachers and staff will be implemented to analyze data for student growth and success and to provide teachers with the foundation that ALL ARPS students are their students. Aligning resources, creating a common language, understanding the curriculum and scope and sequence, ensuring that the curriculum model aligns with state standards, and providing strong educational leadership and development to staff, are all ways that Aspen Ridge and its supporters will continue to approach learning standards in order to create a strong, successful, and positive growth mindset for all students.

Our goal for the 2016-2017 school year is to revisit our school mission/vision beliefs, in that *We are travelers on the Aspen Ridge Trailways. It is our mission to think independently, participate in our integrated world, and achieve individual goals in order to gain knowledge and understanding. We will approach challenges with confidence and assist others in our community while learning and growing together on the trail of success.* We will continue to create Personalized Education Plans for each child at Aspen Ridge, and continue to foster a growth mindset in students, staff, and families—both academically and socially.

Access School Performance Frameworks here: http://www.cde.state.co.us/schoolview/performance

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Pre-Populated Report for the School

Directions: This section summarizes program accountability requirements unique to the school based upon federal and state accountability measures. Historically, this report has included information from the School Performance Framework; because of the state assessment transition and passage of HB15-1323, 2015 SPFs will not be created. In the table below, CDE has pre-populated the school's data in blue text. This data shows the school's performance in meeting minimum federal and state accountability program expectations.

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2015	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2016	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2016	The UIP is due to CDE for public posting on April 15, 2016 through Tracker or the UIP online system. Some program level reviews will occur at the same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uip/UIP_TrainingAndSupport_Resources.asp.

Program	Identification Process	Identification for School	Directions for Completing Improvement Plan
State Accountability			
READ Act	All schools that serve students in grades Kindergarten through 3rd Grade.	Currently serving grades K-3	Schools serving grades K-3 must include targets and strategies that address the needs of K-3 students identified as having significant reading deficiencies (e.g., instructional strategies, parent involvement strategies). Schools and districts looking for the CDE approved scientifically or evidence based instructional programs and professional development to support identified strategies may access the advisory lists at http://www.cde.state.co.us/coloradoliteracy/readact/programming
Plan Type Assignment	Plan type is assigned based on the school's overall 2014 official School Performance Framework rating (determined by performance on achievement, growth, growth gaps, postsecondary and workforce readiness).	Performance Plan	The school meets or exceeds state expectations for attainment on the 2014 SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2016 to be posted on SchoolView.org. Note that some programs may still require a review of the UIP in April. Through HB 14-1204, small, rural districts (less than 1200 students) may opt to submit their plans biennially (every other year).
ESEA and Grant Accountability			
Title I Focus School	Title I school with a (1) low graduation rate (regardless of plan type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low-achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	Not identified as a Title I Focus School	This school is not identified as a Focus School and does not need to meet those additional requirements.

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Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG Grant	This school does not receive a current TIG award and does not need to meet those additional requirements.
Diagnostic Review and Planning Grant	Title I competitive grant that includes a diagnostic review and/or improvement planning support.	Not awarded a current Diagnostic Review and Planning Grant	This school has not received a current Diagnostic Review and Planning grant and does not need to meet those additional requirements.
School Improvement Support (SIS) Grant	Title I competitive grant that supports implementation of major improvement strategies and action steps identified in the school's action plan.	Not a current SIS Grantee	This school has not received a current SIS grant and does not need to meet those additional requirements.
Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements.

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Section II: Improvement Plan Information

Additional Information about the School

Comprehensive Review and Selected Grant History		
Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	No
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name of the provider/tool used.	No

Improvement Plan Information

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

✓ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review and Planning Grant

☐ School Improvement Support Grant ✔ READ Act Requirements ✔ Other:

School Contact Information (Additional contacts may be added, if needed)		
1	Name and Title	Charla Salmeron, Upper School Assistant Principal
	Email	csalmeron@aspenridgprepschool.org
	Phone	(720) 242-6225
	Mailing Address	705 Austin Avenue, Erie, CO 80516
2	Name and Title	Kera Pratt, Lower School Assistant Principal
	Email	kpratt@aspenridgeprepschool.org
	Phone	(720) 242-6225
	Mailing Address	705 Austin Avenue, Erie, CO 80516

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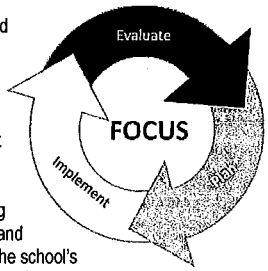
Section III: Narrative on Data Analysis and Root Cause Identification



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

Implications of Colorado Measures of Academic Success (CMAS) on Data Analysis: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, updating the data analysis this year (particularly the trend statements) may be more challenging. While the school's data analysis is still expected to be updated, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

Data Narrative for School

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

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

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

Directions: This chart supports analysis of progress made towards performance targets set for the 2014-15 school year (last year's plan). While this worksheet should be included in your UIP, ***the main intent is to record your school's reflections to help build your data narrative.***

Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
Academic Achievement (Status)	ELA Proficient or Advanced 88% (TCAP)	**PARCC ELA Proficiency Levels as Compared to District and State (Spring 2015 Data)** Grade: Met/Exceeded Expectations Level / ARPS / SVVSD / CO 3rd / 61% / / 39% 4th / 61% / 45.5% / 42% 5th / 74% / / 40.5%	• Targets were not met in either ELA or Math based on the differences between TCAP and PARCC assessments. • In looking at Spring 2015 PARCC data, Aspen Ridge exceeded both district and state percentages in the Met/Exceeded Expectations. • Academic Growth and Academic Growth Gaps cannot be determined based on having only one year of PARCC performance data.
	Math Proficient or Advanced 89% (TCAP)	**PARCC Math Proficiency Levels as Compared to District and State (Spring 2015 Data)** Grade: Met/Exceeded Expectations Level / ARPS / SVVSD / CO 3rd / 47% / / 37% 4th / 46% / 34% / 30% 5th / 36% / / 30%	
Academic Growth	NA	NA	
	NA	NA	
Academic Growth Gaps	NA	NA	
	NA	NA	

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Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
Postsecondary & Workforce Readiness	NA	NA	

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Worksheet #2: Data Analysis

Directions: ***This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.*** Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data, when available, and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. In most cases, this should just be an update to the plan from 2014 since the SPF has not changed for 2015. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
Academic Achievement (Status)	iReady Reading On or Above Level ARPS 15-16 / ARPS 14-15 / SVVSD 15-16 3rd: 51% / 73% / 51% 4th: 55% / 50% / 41% 5th: 41% / 48% / 35% 6th: 90% / / 43%	• Opportunities for professional development and data analysis implemented through grade level PLCs and teacher planning. • Consistent Prinicpal/Asst Prinicpal feedback for teachers throughout the school year.	• The importance of students understanding their own data and growth has not been the model; nor the understanding by teachers and staff that iReady data is a close predictor to PARCC performance. • Misunderstanding or non-use of data indicators when comparing student growth.
	iReady Math On or Above Level ARPS 15-16 / ARPS 14-15 / SVVSD 15-16 3rd: 53% / 53% / 51% 4th: 56% / 57% / 57% 5th: 64% / 54% / 50% 6th: 30% / / 61%	• Opportunities for professional development and data analysis implemented through grade level PLCs and teacher planning. • Create a scope and sequence for math that aligns vertically and horizontally with updated math curriculum.	• Development in new curriculum and time opportunities for teachers to be guided through curriculum to ensure appropriate teacher learning and understanding takes place.

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
		• Create a positive, supportive environment for teachers to grow and develop as professionals.	
Academic Growth	See above graph for details, explanation, and analysis.		
Academic Growth Gaps	See above graph for details, explanation, and analysis.		
Postsecondary & Workforce Readiness	NA	NA	NA

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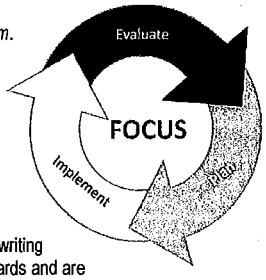
Section IV: Action Plan(s)

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



School Target Setting Form

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

Implications of Colorado Measures of Academic Success (CMAS) on Target Setting: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, setting targets based on the percent of students scoring proficient and advanced on TCAP is not appropriate. Furthermore, CDE does not yet know if student growth percentiles and median student growth percentiles will be available for accountability, planning or reporting use. It is known that adequate growth percentiles will not be available this school year for 2014-15 results. Target setting is still expected to occur in the UIP process during this transition period. However, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

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School Target Setting Form

Performance Indicators	Measures/ Metrics		Priority Performance Challenges	Annual Performance Targets 2015-16	2016-17	Interim Measures for 2015-16	Major Improvement Strategy
Academic Achievement (Status)	CMAS/PARCC, CoAlt, K-3 literacy measure (READ Act), local measures	ELA	PARCC data shows that ARPS students are above state averages in all grade levels. However, we will continue to improve our overall reading achievement by 2% increase each year until we meet 90% in all grade levels.	(2014-2015: 65%) 2015-2016: At least 67% of all 3rd-6th grade students will score in the Met/Exceeded Expectations.	2016-2017: At least 69% of all 3rd-7th grade students will score in the Met/Exceeded Expectations.	The literacy curriculum will be analyzed by teachers and administrators to ensure: • Students have the proper materials and instruction to meet and exceed state expectations. • Teachers have the necessary training, materials, and understanding to provide a strong curriculum for student growth and success.	Professional support prior to the school year starting and throughout the school year to ensure teachers are familiar with implementation and data analysis, to provide support of student growth. Provide common curriculum in ELA to ensure a common language across grade levels.
		READ	ARPS uses the Success For All curriculum to meet reading standards and instruction.				Consistent implementation of SFA curriculum. Use iReady and SFA assessments and progress monitoring to track student gowth.
		M	N/A				
		S	N/A				
Academic Growth	Median Growth Percentile, TCAP, CMAS/PARCC, ACCESS, local measures	ELA	N/A				
		M	N/A				
		ELP	N/A				

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Academic Growth Gaps	Median Growth Percentile, local measures	ELA	N/A				
		M	N/A				
Postsecondary & Workforce Readiness	Graduation Rate		N/A				
	Disag. Grad Rate		N/A				
	Dropout Rate		N/A				
	Mean CO ACT		N/A				
	Other PWR Measures		N/A				

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Action Planning Form for 2015-16 and 2016-17

Directions: Identify the major improvement strategy(s) for 2015-16 and 2016-17 that will address the root cause(s) determined in Section III. For each major improvement strategy, identify the root cause(s) that the major improvement strategy will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1: Regular scheduled Professional Development provided in the Successful for All curriculum, that will be outlined on a yearly PD calendar.
Root Cause(s) Addressed: Insufficient opportunities for professional development in our literacy program.

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

✓ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Administration will provide efficient opportunities for Professional Development and data analysis implemented through grade level PLCs and teacher planning.	Spring of 2016	Fall of 2016 Spring of 2017	School Administrative team and Teachers.	None	All Professional Development and PLCs attended by staff will be documented by a sign-in sheet for all trainings. Teachers will be required to implement new strategies gathered and discussed at training sessions within their classrooms. Administration will conduct regular classroom observations to ensure curriculum strategies are being taught with fidelity based on PLCs/PD development.	In progress and ongoing.

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

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Major Improvement Strategy #2: There will be consistent administrative observations and feedback for teachers throughout the school year focusing on meeting targeted goals in both math and Success for All curriculum.

Root Cause(s) Addressed: Insufficient accountability, professional feedback, and follow-up by school administration due to high administrative turn-over through the last five years.

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

✓ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
There will be frequent monitoring of Math and Success for All curriculum within classrooms by the administrative team, in collaboration with the Curriculum and Instruction Coordinator that will provide teachers effective feedback and goal setting through follow-up meetings and Professional Development.	Spring of 2016	Fall of 2016 Spring of 2017	School Administrative Team, Curriculum and Instruction Coordinator and Teachers.	None	School Administration and Curriculum and Instruction Coordinator will conduct informal Math and Success for All instruction observations of teachers, and maintain documentation in teacher files. The Administration and Curriculum and Instruction Coordinator will meet with teachers regularly to plan for effective use of Math and the Success for All training time, and increase Teacher feedback through follow-up meetings.	In progress and ongoing.

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

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Major Improvement Strategy #3: School Administration, Curriculum and Instruction Coordinator, and Teachers will collaborate during planned PLC times to discuss and analyze assessments to evaluate student progress and set goals for PEP plans along with daily instruction.
Root Cause(s) Addressed: Insufficient opportunities of diagnostic assessments to evaluate student progress and to set-goals for PEP plans and daily instruction.

Accountability Provisions or Grant Opportunities Addressed by this Major Improvement Strategy (check all that apply):
✓ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant
☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
School Administration, Curriculum and Instruction Coordinator, and Teachers will meet regularly to discuss instruction, based on data analysis. The team will collaborate to brainstorm goals for increasing effective teaching strategies in curriculum and instruction based on individual student needs (PEP).	Spring of 2016	Fall of 2016 Spring of 2017	School Administration, Curriculum and Instruction Coordinator, and Teachers.	None	All stakeholders will attend regularly scheduled meetings to ensure achievement and growth is met throughout the school year.	In progress and ongoing.

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

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Improvement Strategy #4: School Administration will provide Professional Development opportunities prior to the 16-17 school year in math and continue discussions and analysis through PLCs based on collected student data.

Root Cause(s) Addressed: There has been insufficient opportunities for Professional Development in the math curriculum.

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

✓ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
School Administration along with the Curriculum and Instruction Coordinator will plan and develop Professional Development opportunities prior to 16-17 school year, focused on math curriculum to set effective instructional goals for the following school year.	Spring of 2016	Fall of 2016 Spring of 2017	School Administration, Curriculum and Instruction Coordinator, and Teachers.	None	All stakeholders will attend regular scheduled grade level meetings to discuss math curriculum to set attainable goals for the upcoming 16-17 school year.	In progress and ongoing.

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

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Improvement Strategy #5: School Administration, Curriculum and Instruction Coordinator, and Teachers will create a scope and sequence for math that aligns vertically and horizontally with updated math curriculum.

Root Cause(s) Addressed: There has been an insufficient amount of time for Teachers to map out the yearly scope and sequence of the math curriculum.

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

✓ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
School Administration, Curriculum and Instruction Coordinator, and Teachers will collaborate together to create a scope and sequence map that aligns vertically and horizontally with updated and implemented math curriculum.	Spring of 2016	Fall of 2016 Spring of 2017	School Administration, Curriculum and Instruction Coordinator, and Teachers.	None	All stakeholders will be actively involved with vertical alignment meetings to discuss and analyze math curriculum and CDE standards to ensure effective implementation of math curriculum for the upcoming 16-17 school year.	Not begun

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

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Section V: Appendices

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

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)
- Title I Schoolwide Program. *Important Notice: The schoolwide addendum is one of several ways to document how a school is meeting the Title I schoolwide requirements. While schools operating a Title I schoolwide program must have a plan, use of the UIP addendum is optional. The Federal Programs Unit and the Improvement Planning Unit will be offering training in fall 2015 on schoolwide requirements and the possible pathways to meet those requirements.*

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:

a. The Aspen Ridge Board of Directors shall annually determine enrollment and class sizes needed to remain financially viable and offer a quality educational program in a small school environment;
b. Students will complete annual projects that will incorporate what they learned during the year within each of the Aspen Ridge Trailways; Technology Trail, International Trail, Nature Trail, and Personal Development Trail;
c. The School will collaborate with parents to develop a Personal Education Plan for each student;
d. Students will participate in *Success for All* Reading for a ninety minute block daily;
e. Students will participate in an enrichment class on a daily basis, which will include art, music, physical education, world cultures, and technology;
f. The School will hold conferences with parents at least twice per school year;
g. The School will establish a School Advisory Committee which will monitor student achievement among other duties;
h. Students will wear uniforms;
i. The School will service students in grades K-8, with a private preschool program.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

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

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

The WATT Test will be initially administered by the St Vrain Valley School District within 30 days to any student new to School or District who has been identified by a home language survey as having a primary home language other than English. Annually, the WIDA ACCESS for ELLs will be administered to those students identified by the Placement test as Non-English proficient (NEP) or Limited-English proficient (LEP) and are receiving program services.

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

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

With regard to School's general curriculum program, the Success for All Foundation has conducted research and developed materials to provide schools with resources to meet the challenges of their linguistically and culturally diverse populations. Cooperative

learning, a teaching methodology at the core of all SFA programs, is ideally suited to the need of ELL students. Students work with teams to study and learn together, practice skills, and exchange roles as teachers and learners. These small groups provide a "safe place" for ELL students to interact with their peers, practice language, and work on academic tasks. Systematic, daily contact with native speakers provides the invaluable, authentic language practice that is necessary to truly acquire language.

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

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

EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

EXHIBIT H

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__X___ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes___X__ 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 ____, 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 _____ 6-12-13
John Creighton Date
President, SVVSD Board of Education

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 _____ 7-12-13
~~Allison Schnell~~ Gina Dattilo Date
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

_____ 7/30/13
Tony Carey Date

_____ 6/3/13
Patty Cragg Date

_____ 7/18/13
~~Tom Cooper~~ Tina Nuechterlein, Vice President Date
for Imagine at Firestone Board of Directors

_____ 7-8-13
~~Robert DuBois~~ Kathy DeMatteo Date
New Board President at Twin Peaks Charter as of June 19, 2013

_____ 6-12-13
Jennifer Kemp Date

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Carbon Valley Academy Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2016-2019 contract with Carbon Valley Academy.

BACKGROUND

The District has negotiated a standardized three-year contract document with the charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Carbon Valley's contract specifies that they have a public preschool, and they will purchase services from the District in lieu of receiving some federal and state grant funds directly.

The contracts were discussed at the May 25 and June 8, 2016 Board Meetings, and are presented individually for approval.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
Carbon Valley Academy

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
Carbon Valley Academy

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 Carbon Valley Academy, 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 2022/23, 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 Carbon Valley Academy.

Charter Board shall mean the Carbon Valley Academy 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 31st 2004 and renewal application dated November 30th 2007

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.

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

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, 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 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 3.2.5.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 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)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – March 15
        iv. Proposed Budget – April 15
        v. Charter Board 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 1 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 provided on the completed CDE Employee Data Collection Form.

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 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 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.b 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 3.2.5 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 3.4.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 Section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.5.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.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted 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.

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.

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.

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.

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 12, including other ancillary activities.

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 shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District representative 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 services 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 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. 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.

c. Admission of applicants with an IEP 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 shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such 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 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 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 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 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 will hire its own special education teacher(s), school special education facilitator and paraprofessionals subject to review and acceptance of the required licensing 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), 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 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, 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.

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 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 by the District. 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) 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 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.

6. Annual accounting. 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 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 26, 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 25 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 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 25 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 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 3.2.5.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 Section 3.5.e.

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 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. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including 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 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 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's substitute scheduling system. The School 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**). 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.

10.7 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. 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 Charter 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 Charter expires. If the Board of Education decides to not renew the Charter, 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 8th 2016.

By_____
Executive Director by authority of the Board

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

Academy

Carbon Valley Academy Board of Directors Agenda
Regular Meeting Thursday May 19th 2016
7:00 p.m. (Library) Carbon Valley Academy

Call to Order - Roll Call - Call to order at 7:00 PM. Present J. Davis (VP/T), S. Goecke (S), C. Hafemann. W. Reyburn present at 7:05 PM.

Pledge of Allegiance – Led by Character award recipients

Correspondence & Recognitions (This portion of the Agenda will take place in the Gym and will be followed by a short break with light refreshments)

- Character Trait of the Month awards, Perseverance & Courage
- New Employees –

Recess at 7:30 PM. Resume at 7:48 PM.

Approval of the Agenda (additions and deletions)

Consent Agenda – Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. - Motion to approve the Agenda by S. Goecke and seconded by J. Davis. Motion passed unanimously.

a) Meeting minutes, Regular meeting April 21st 2016

Staff & Consultant Reports

a) Preschool – Jodi Jansen - End of year, graduation, enrollment, getting ready for summer events.
b) Principal – Julie Johnson - NWEA results, testing completed.
c) Executive Director – Tony Carey - Enrollment.

Public Comment - This portion of the Agenda is provided to allow members of the audience to provide comments to the CVA Board. Please sign in and the President will call on you to speak. Issues brought forward during public comment may or may not be considered by the Board during Board reports or on a later agenda. Please limit the time of your comments to three (3) minutes.

Discussion Agenda

a) Financial conditions - Accountant
b) NWEA testing results – Julie Johnson
c) Gala Update - Saturday, May 21, 2016.
d) Carver Policy Updates

Action Agenda

a) Authority for the Executive Director to execute SVVSD Charter Contract. - Motion to authorize the Executive Director to execute the SVVSD Charter Contract by J. Davis and seconded by C. Hafemann. Motion passed unanimously.
b) 2015/2016 Supplemental Budget resolution - Motion to table the 2015/2016 Supplemental Budget resolution for our June 20, 2016 meeting by S. Goecke and seconded by C. Hafemann. Motion passed unanimously.

Communication and community outreach opportunities

a) Marketing plan – Bill Boards, Video
b) Marketing materials to new home developments
c) Rotary membership

Board member and Committee Reports

a)

Adjourn regular meeting - 9:00 PM

EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 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

Since December of 2010 the school has continued its progress in recruiting and retaining students so that the student population of the School is becoming or remaining reasonably representative of the "at risk" grades K – 8 student population in the District attendance area it serves. If the District finds the School's efforts to be inappropriate or insufficient, the parties shall mutually determine what other or additional actions the School will take, which agreement will be reduced to writing and included in the subsequent charter contract.

The School will adopt or maintain the following steps to achieve or make reasonable progress toward this goal: free or reduced cost food service; appropriate services and information for non-English speaking students and parents; and a School preschool program or programs so located and managed as to be accessible to low-income parents (for example the Colorado Preschool Program), with continuity of enrollment from preschool to the School assured.

Lack of daily student transportation is acknowledged by both parties as a barrier to full achievement of this goal. The current contract does not provide a mechanism or adequate funding for such transportation services.

EXHIBIT C

ENROLLMENT PROCEDURES

Carbon Valley Academy (the School) will recruit students in a manner that ensures equal access to the school and does not discriminate against students of race, color, national origin, religion, sex, sexual orientation, disability or other legally protected status. Furthermore, this enrollment policy is intended and designed to meet the requirements of Colorado Revised Statute §§22-30.5-104 (3) and 22-36-101; ensure equal access to the school; and serve at-risk students (defined as those eligible for free and reduced lunch).

Admission to the School will be through a first-come, first-served process. Applications will be recorded by date and time received by the School. Within each priority group identified below, students whose application was made first in time will be admitted first until a class is filled. Students eligible for admission but not admitted will be placed on a waiting list, subject to the rules stated below.

Where any rule regarding enrollment requires that parents give notice of intent to enroll by a certain date (for example, if students in the School's public preschool wish to enroll in the School's kindergarten), the Executive Director may establish a date certain for such notice, with at least two weeks' notice to all affected parents of their need to confirm their intent to enroll. The School may establish an appropriate capacity limit for each grade. There are no prerequisites or "required levels of performance," C.R.S. § 22-36-101, for admission in grades pre-5.

1. Students who are already enrolled in the School will, in all cases, have priority over all other students and a right to continue at the School from grade to grade, absent expulsion, withdrawal, court order, or other lawful process of removal. If the number of such students exceeds the stated capacity limit for the grade, students who are continuing in the school will nonetheless be admitted to the next grade.

2. Student who attend the School's public preschool with have priority for enrollment in kindergarten, as provided in C.R.S. § 22-28-104, even if the number of such students exceeds the capacity limit for kindergarten.

3. Siblings of students will have priority for enrollment in available vacancies after all students in priorities 1 and 2 have been admitted, provided that sibling priority does <u>not</u> create an exception to the pre-requisite requirements stated for 6th, 7th and 8th grades in ¶ 5, below.

4. Students who are new to the School must identify the single grade in which they seek admission. The Executive Director may inquire with parents to confirm the grade in which they seek admission. Seeking admission to a clearly inappropriate grade for the purpose of securing admission is grounds for denial of admission in that grade.

5. For students wishing to enter the School for the first time in grades 6, 7 and 8, only:

    a. A student who has completed the preceding grade at the School shall, as stated in ¶ 1, have priority for enrollment over all other students for admission to grades 6-8.

    b. A student who has completed the preceding grade at another core knowledge school (or its substantial equivalent, as determined by the

Executive Director) shall be eligible for admission to vacancies, if any, in grades 6-8. Completion of grades 5, 6 or 7 in a core knowledge program or its equivalent is a prerequisite for admission to grades 6, 7, or 8.

6. Special Education Enrollment: Students who are on an active IEP will be conditionally admitted prior to any screening. Enrollment is conditional, however, upon review of the IEP. Should a question arise about the School's ability to provide the services of the IEP, an IEP meeting will be held to determine final enrollment.

The School has the right to continue to accept students up to Student Count day (usually October 1 of each year). The School reserves the right to accept students after this date. Students who applied for enrollment and were placed on a waiting list, must re-apply the following year. Letters of Intent do not carry over from year to year.

Note: Appropriate capacity in each grade can vary from year to year depending on budget considerations, staffing patterns, changes (if any) in scheduling, School commitments to certain class size norms, and other factors. The Executive Director will develop proposed capacity limits each year which will be shared with the Board. After receiving any Board input, the Executive Director will finalize, post online, and otherwise make publicly available the applicable capacity limits. To enable timely enrollment decisions, this process should be completed by August 1st, each year.

EXHIBIT D

UNIFIED IMPROVEMENT PLAN

To be submitted by charter school

Mandatory FORM # OFP-135 EDAC APPROVED Approved 6/17/2015 for 2015-2016

COLORADO Department of Education

Colorado's Unified Improvement Plan for Schools for 2015-16

Organization Code: 0470 District Name: ST VRAIN VALLEY RE 1J School Code: 1284 School Name: CARBON VALLEY ACADEMY Official 2015 SPF: 1 Year

Section I: Summary Information about the School

Directions: This section provides an overview of the school's improvement plan. To complete this section, copy and paste the school's Priority Performance Challenges, Root Causes and Major Improvement Strategies from Section III and IV of the 2015-16 UIP once it has been completed. In the UIP online system, this section will populate automatically as the UIP is written.

How are students performing? Where will school staff be focusing attention?

Priority Performance Challenges: *Specific statements about the school's performance challenges (not budgeting, staffing, curriculum, instruction, etc.), with at least one priority identified for each performance indicator (achievement, growth, growth gaps, PWR) where the school did not meet federal, state and/or local expectations.*

Our achievement and growth in elementary and middle level math have remained on the decline and remains below minimum state expectations.
We need to continue to improve low growth scores among students who need to catch up in reading at the elementary level.

Why is the school continuing to have these problems?

Root Causes: *Statements describing the deepest underlying cause, or causes, of the performance challenges, that, if dissolved, would result in elimination, or substantial reduction of the performance challenges.*

Those students who are not performing well or growing in math in 3rd-8th grade have gaps in their math knowledge that need to be filled. The gaps are preventing them from accessing grade level knowledge. Once we identify the gaps, we can create an instructional approach using interventions that will allow those students to fill their gaps as well as continuing to move forward with their grade level.

Our 'catch up' students that are behind in reading need to have interventions that target phonemic and comprehension skills in order to have reading success.

What action is the school taking to eliminate these challenges?
Major Improvement Strategies: *An overall approach that describes a series of related actions intended to result in improvements in performance.*
After receiving extensive PD in the use of NWEA as a performance and growth indicator, we can now identify students' specific skill gaps in both math and reading and design individualized interventions to help fill the gaps so that students can show growth and performance success. We have also implemented a new spiraling math curriculum grades K-8, Saxon Math, to help keep students on track. For reading we are now using the Core Knowledge Language Arts program, OGI for specific phonics needs and progress monitoring with I-Ready to ensure that we are hitting the gaps that need to be filled.

Access School Performance Frameworks here: http://www.cde.state.co.us/schoolview/performance

Pre-Populated Report for the School

Directions: This section summarizes program accountability requirements unique to the school based upon federal and state accountability measures. Historically, this report has included information from the School Performance Framework; because of the state assessment transition and passage of HB15-1323, 2015 SPFs will not be created. In the table below, CDE has pre-populated the school's data in **blue** text. This data shows the school's performance in meeting minimum federal and state accountability program expectations.

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2015	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2016	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2016	The UIP is due to CDE for public posting on April 15, 2016 through Tracker or the UIP online system. Some program level reviews will occur at the same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uip/UIP_TrainingAndSupport_Resources.asp.

School Code: 1284 School Name: CARBON VALLEY ACADEMY

State Accountability			
READ Act	All schools that serve students in grades Kindergarten through 3rd Grade.	Currently serving grades K-3	Schools serving grades K-3 must include targets and strategies that address the needs of K-3 students identified as having significant reading deficiencies (e.g., instructional strategies, parent involvement strategies). Schools and districts looking for the CDE approved scientifically or evidence based instructional programs and professional development to support identified strategies may access the advisory lists at http://www.cde.state.co.us/coloradoliteracy/readact/programming
Plan Type Assignment	Plan type is assigned based on the school's overall 2014 official School Performance Framework rating (determined by performance on achievement, growth, growth gaps, postsecondary and workforce readiness).	Performance Plan	The school meets or exceeds state expectations for attainment on the 2014 SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2016 to be posted on SchoolView.org. Note that some programs may still require a review of the UIP in April. Through HB 14-1204, small, rural districts (less than 1200 students) may opt to submit their plans biennially (every other year).
ESEA and Grant Accountability			
Title I Focus School	Title I school with a (1) low graduation rate (regardless of plan type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low-achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	Not identified as a Title I Focus School	This school is not identified as a Focus School and does not need to meet those additional requirements.
Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG Grant	This school does not receive a current TIG award and does not need to meet those additional requirements.
Diagnostic Review and Planning Grant	Title I competitive grant that includes a diagnostic review and/or improvement planning support.	Not awarded a current Diagnostic Review and Planning Grant	This school has not received a current Diagnostic Review and Planning grant and does not need to meet those additional requirements.

School Code: 1284 **School Name:** CARBON VALLEY ACADEMY

School Improvement Support (SIS) Grant	Title I competitive grant that supports implementation of major improvement strategies and action steps identified in the school's action plan.	Not a current SIS Grantee	This school has not received a current SIS grant and does not need to meet those additional requirements.
Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements.

School Code: 1284 **School Name:** CARBON VALLEY ACADEMY

Section II: Improvement Plan Information

Additional Information about the School

Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	NA
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name of the provider/tool used.	NA

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

X State Accreditation ▯ Title I Focus School ▯ Tiered Intervention Grant (TIG) ▯ Diagnostic Review and Planning Grant

▯ School Improvement Support Grant ▯ READ Act Requirements ▯ Other: _____

1	Name and Title	Julie Johnson, Principal
	Email	julie.johnson@cvamail.com
	Phone	303-774-9555
	Mailing Address	4040 Coriolis Way Frederick, CO 80504
2	Name and Title	Tony Carey, Executive Director
	Email	tony.carey@cvamail.com
	Phone	303-774-9555
	Mailing Address	4040 Coriolis Way Frederick, CO 80504

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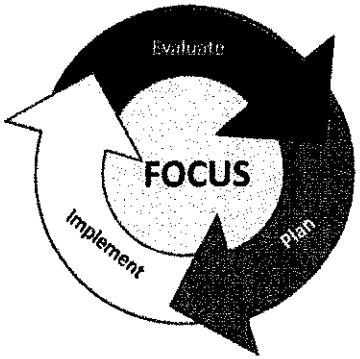
Section III: Narrative on Data Analysis and Root Cause Identification



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

Implications of Colorado Measures of Academic Success (CMAS) on Data Analysis: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, updating the data analysis this year (particularly the trend statements) may be more challenging. While the school's data analysis is still expected to be updated, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

Data Narrative for School

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

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

Narrative:

Carbon Valley Academy is a charter school with a focus on rigorous academics through the Core Knowledge curriculum. The school population consists of approximately 71% Caucasian, 25% Hispanic and 14% other ethnicity. The school receives input from the Board, staff, parents and other stakeholders regarding UIP goals and school improvement.

Current Performance 3 yr:

All Grades All Content SPF			
	2013	2014	2015
Performance	Meets	Meets	Meets
Growth	Meets	Meets	Meets
Gaps	Approaching	Meets	Approaching

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Elementary Reading Performance and Growth (SPF)						
	2013	2014	2015	2013	2014	2015
Perf. % A + P	75.86	70.1	74.29	Meets	Approach	Meets
Growth Median %tile	48	48	49	Meets	Meets	Meets

Elementary Math Performance and Growth (SPF						
	2013	2014	2015	2013	2014	2015
Perf. % A + P	68.38	71.7	69.14	Approach	Meets	Approach
Growth Median %tile	39	59	44	Not	Meets	Approach

Elementary Writing Performance and Growth (SPF)						
	2013	2014	2015	2013	2014	2015
Perf. % A + P	54.7	50.5	55.03	Meets	Approach	Meets
Growth Median %tile	42	46	45	Approach	Meets	Meets

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Middle Reading Performance and Growth (SPF)						
	2013	2014	2015	2013	2014	2015
Perf. % A + P	84.78	76.2	80.16	Meets	Meets	Meets
Growth Median %tile	64	58	65	Exceed	Meet	Exceed

Middle Math Performance and Growth (SPF)						
	2013	2014	2015	2013	2014	2015
Perf. % A + P	41.3	44.74	45.2	Approach	Approach	Approach
Growth Median %tile	46	58	49	Approach	Meets	Approach

Middle Writing Performance and Growth (SPF)						
	2013	2014	2015	2013	2014	2015
Perf. % A + P	73.9	60.53	63.5	Meets	Meets	Meets
Growth Median %tile	70	48	61	Exceed	Meets	Exceed

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Median %tile of Group Growth/Target %tile (SPF) '14-'15	Reading	Math	Writng
Free Lunch	39/28	41/43	36/43
Minority	40/28	48/55	47/42
Disability	48/65	30/70	49/74
Catch Up	46/58	39/76	48/61

TCAP 2014		Percent P/A		NWEA 2014	Percent P/A
Math	3rd	63%	Math	3rd	59.65%
Math	4th	77%	Math	4th	61.45%
Math	5th	73%	Math	5th	66.6%
Math	6th-8th	48%	Math	6th-8th	33%
Reading	3rd	63%	Reading	3rd	69.45%
Reading	4th	77%	Reading	4th	67.5%
Reading	5th	73%	Reading	5th	79%
Reading	6th-8th	77%	Reading	6th-8th	56.3%

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PARCC 2015		% P/A	NWEA 2015		% P/A
Math	3rd	27%	Math	3rd	87%
Math	4th	13.5%	Math	4th	66%
Math	5th	18.2%	Math	5th	53%
Math	6th-8th	15.2%	Math	6th-8th	38%
Reading	3rd	27.8%	Reading	3rd	77%
Reading	4th	27%	Reading	4th	69%
Reading	5th	18.2%	Reading	5th	69%
Reading	6th-8th	20.6%	Reading	6th-8th	79.3%

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NWEA % of students with growth index > or = to 0	2012-2013	2013-2014	2014-2015		2012-2013	2013-2014	2014-2015
Math				Reading			
3	36.8	54.1	40.0	3	55.3	46.8	40.0
4	41.3	75.0	64.0	4	41.3	na	36.0
5	29.0	55.3	47.0	5	48.4	54.1	33.0
6	46.2	35.7	45.0	6	53.8	40.0	55.0
7	65.0	75.0	60.0	7	35.0	42.9	40.0
8	53.8	33.3	56.0	8	46.2	71.4	33.0Thou

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Mandatory FORM # OFP-136 EDAC APPROVED Approved 6/17/2015 for 2015-2016

COLORADO Department of Education

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

Directions: This chart supports analysis of progress made towards performance targets set for the 2014-15 school year (last year's plan). While this worksheet should be included in your UIP, ***the main intent is to record your school's reflections to help build your data narrative.***

Academic Achievement (Status)	We did increase NWEA Math performance scores at the elementary level from 60-67% to 69%	NA	Met
	We did not increase our NWEA middle performance scores.	Our goal was 40% and we hit 38%	Not met
Academic Growth	The percentage of students who made their growth target on NWEA tests did not increase by 10 percentage points in 6th grade, but did in all others.	6th grade growth percentile was 45% in math, just 2 off the goal, making an 8 percentage point growth for this grade.	Partially met
Academic Growth Gaps	Students that needed to catch up who are making their growth targets on NWEA tests did increase, but not by 10 percentage points.	As our median percentile for this group's growth remained exactly the same from 2014, we missed this goal by a lot.	Not met
Postsecondary & Workforce Readiness	NA		

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Worksheet #2: Data Analysis

Directions: ***This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.*** Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data, when available, and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. In most cases, this should just be an update to the plan from 2014 since the SPF has not changed for 2015. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

Academic Achievement (Status)	Combined Elementary & Middle P + A Math 2013: 64% 2014: 58.22% 2015: 57.19%	The combined achievement percentile has continued to decline in math over the last 3 years, though the elementary achievement percentile is above the state minimum expectation for 2014-2015.	Those students not performing well or growing in 3rd-8th grade have gaps in math knowledge that need to be filled. These gaps are preventing them from accessing grade level knowledge. Once identified, we can create an instructional approach using intervention that will allow those students to fill those gaps and continue moving forward with their grade level.
	Combined Elementary & Middle P + A Reading 2013: 78% 2014: 73.02% 2015: 77.47%		

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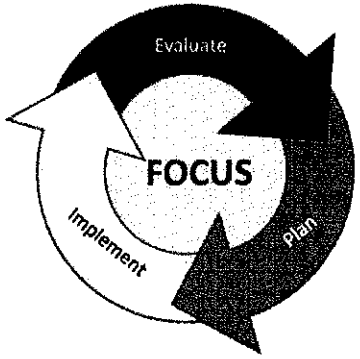
Academic Growth	Median Percentile Scores Elementary Math 2013: 52nd percentile 2014: 59th percentile 2015: 44th percentile Median Percentile for Middle Level Math 2013: 59th percentile 2014: 58th percentile 2015: 49th percentile	Growth in elementary and middle math have declined and are below state expectations.	Those students not performing well or growing in 3rd-8th grade have gaps in their math knowledge that need to be filled. These gaps are preventing them from accessing grade level knowledge. Once identified, we can create a n instructional approach using intervention that will allow those students to fill those gaps and continue moving forward with their grade level.
	Median Percentile Scores for Elementary Reading 2013: 51st percentile 2014: 48th percentile 2015: 49th percentile Median Percentile Scores for Middle Level Reading 2013: 61st percentile 2014: 58th percentile 2015: 65th percentile		
Academic Growth Gaps	In the 3 year School Performance Framework, which is the only one with a large enough number to measure, students with disabilities and students needing to catch up did not meet their growth targets in reading.	Low growth scores amongst this group of students needs to be improved.	We must use phonemic and comprehension interventions for this group of students so that they may improve their skills in these areas and become successful in reading.
	NA	NA	NA
	NA	NA	NA

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Section IV: Action Plan(s)

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



School Target Setting Form

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

Implications of Colorado Measures of Academic Success (CMAS) on Target Setting: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, setting targets based on the percent of students scoring proficient and advanced on TCAP is not appropriate. Furthermore, CDE does not yet know if student growth percentiles and median student growth percentiles will be available for accountability, planning or reporting use. It is known that adequate growth percentiles will not be available this school year for 2014-15 results. Target setting is still expected to occur in the UIP process during this transition period. However, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

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COLORADO Department of Education

School Target Setting Form

Academic Achievement (Status)	CMAS/PARCC, CoAlt, K-3 literacy measure (READ Act), local measures	ELA					
		READ					
		M	Our achievement and growth in elementary and middle level math have remained on the decline as well as below minimum state expectations.	Increase NWEA Math performance scores at the elementary level from 60-69% to 72-78%. Increase NWEA Math performance scores at the middle level from 38-50%. Increase the school's percentile ranking on the PARCC to above the 50th percentile at both the elementary and middle levels	Increase NWEA Math performance scores at the elementary level from 72-78% to 80-85%. Increase NWEA Math performance scores at the middle level from 38-50% to 55-63%. Increase the school's percentile ranking on the PARCC 5% over the 50th percentile both in elementary and middle.	Use NWEA Learning Continuum and student test scores to identify individual opportunities for growth. Create small group interventions that target individual opportunities for growth Continue on with our new math curriculum: Saxon Math	Using the Learning Continuum, identify the gaps in math background for individual students and create instructional interventions to allow those students to fill the gaps on missing skills, so as to continue moving forward with their grade level successfully. Refine the MTSS teams that were created in 2015 so that they can better support tiers 2 and 3 instruction in reading and math as well as assisting with behavior interventions.
		S					

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Academic Growth	Median Growth Percentile, TCAP, CMAS/PARCC, ACCESS, local measures	ELA					
		M	Our achievement and growth in elementary and middle level math have remained on the decline and below minimum state expectations	The percentage of students making their growth target on NWEA tests will increase by 10 percentage points, so a target of 45-74% are making their growth goals depending on grade The percentage of students making growth will increase by 10%.	The percentage of students making their growth target on NWEA tests will increase by 5 percentage points so a target of 50-80% are making their growth goals depending on grade The percentage of students making growth will increase by 10%	Use NWEA Learning Continuum and student test scores to identify individual opportunities for growth Create small group interventions that target students opportunities for growth Continue with our new math curriculum: Saxon	Using the Learning Continuum, identify the gaps in math background for individual students and create interventions to allow those students to fill the gaps on missing skills, so as to continue moving forward with their grade level successfully Refine MTSS teams that were created in 2015 so that they can better support tiers 2 and 3 instruction in reading and math as well as providing behavioral support.
		ELP					
Academic Growth Gaps	Median Growth Percentile, local measures	ELA	We need to continue to improve low growth scores among students who need to catch up in reading at the elementary level	Students needing to catch up who are making their growth targets on NWEA tests will increase by 10 percentage points.	Students needing to catch up who are making their growth targets on NWEA test will increase by 10 percentage points or more.	Use Learning Continuum to identify areas of need and use NWEA resources; RIT to Resource amongst others to fill areas of need. Use of Academic MTSS team as needed for struggling students	Use of Learning Continuum, I-Ready results and growth monitoring, OGI phonics and other resources to effectively address phonemic and comprehension needs

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				Students need to catch up who are making growth on PARCC will increase by 10%	Students needing to catch up who are making growth on PARCC will increase by 10%		Use of Academic MTSS team as needed for struggling students
		M					
Postsecondary & Workforce Readiness	Graduation Rate		NA				
	Disag. Grad Rate		NA				
	Dropout Rate		NA				
	Mean CO ACT		NA				
	Other PWR Measures		NA				

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Action Planning Form for 2015-16 and 2016-17

Directions: Identify the major improvement strategy(s) for 2015-16 and 2016-17 that will address the root cause(s) determined in Section III. For each major improvement strategy, identify the root cause(s) that the major improvement strategy will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1: Use data from NWEA to identify gaps in student math backgrounds, then use resources from NWEA to create instructional interventions that allow students to fill gaps so as to move forward with their grade level successfully on both NWEA and PARCC assessments.

Root Cause(s) Addressed: Those students not performing well or growing in 3rd-8th grades have gaps in math knowledge that need to be filled. These gaps are preventing them from accessing grade level knowledge. Once identified, we can create an instructional approach using intervention that will allow those students to fill those gaps and continue moving forward with their grade level successfully.

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

X State Accreditation ▯ Title I Focus School ▯ Tiered Intervention Grant (TIG) ▯ Diagnostic Review Grant ▯ School Improvement Support Grant

▯ READ Act Requirements ▯ Other

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Use recent PD on interpretation of NWEA data and the use of the Learning Continuum to identify opportunities for growth	2015-2016 school year	2016-2017 school year	Teachers and principal	NWEA Learning Continuum, RIT to Resource, Khan Academy	Ongoing monitoring and data discussion with teachers and principal	In progress
Identify additional resources that can be used in math intervention groups to help solidify missing skills	2015-2016 school year	2016-2017 school year	Teachers and principal	Pinterest, Teachers Pay Teachers, various math websites	Resources that once identified, are shared with entire staff	In progress
Create with the use of curriculum materials, a progress monitoring tool to monitor the filling of gaps in student learning	2015-2016 school year	2016-2017 school year	Teachers	Curriculum and outside resources	Creation complete and usable by Spring of 2015	In progress
Meet weekly with grade level teams to discuss data and adjust instruction and interventions based on discussion	2015-2016 school year	2016-2017 school year	Teachers and Principal	Data from assessments and progress monitoring	Data discussions will dictate weekly movement	In progress

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

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Major Improvement Strategy #2: Use data from NWEA and I-Ready to identify specific areas of need; then implement effective phonemic and comprehension interventions in reading for students in need in order to see growth and performance improvement on NWEA, I-Ready and PARCC assessments.
Root Cause(s) Addressed: Our catch up students who are behind in reading need to have interventions that target phonemic and comprehension skills in order to have success in reading.

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

X State Accreditation ▯ Title I Focus School ▯ Tiered Intervention Grant (TIG) ▯ Diagnostic Review Grant ▯ School Improvement Support Grant

▯ READ Act Requirements ▯ Other:

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Use Learning Continuum, NWEA data and I-Ready Diagnostic and Growth Monitoring data to identify individual student needs in literacy	2015-2016 school year	2016-2017 school year	Teachers	NWEA data, Learning Continuum, I-Ready data	Individual opportunities for growth will be identified and interventions will be created to meet the needs discovered	In progress
In weekly grade level team meetings, discuss current reading data to determine refinement of interventions	2015-2016 school year	2016-2017 school year	Teachers and Principal	Individual teacher assessment data	Outcomes of weekly meetings will determine the intervention refinement teachers need to make for students based on most recent data	In progress
Progress monitor students for individual opportunities for growth to determine if growth is being met	2015-2016 school year	2016-2017 school year	Teachers	Individual teacher assessment/progress monitor data	Outcomes of regular progress monitoring will determine when a student is ready to move to the next needed skill	In progress

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

School Code: 1284 School Name: CARBON VALLEY ACADEMY

Major Improvement Strategy #3: Refine MTSS academic and behavioral teams so as to better support tier 2 and 3 instruction in reading and math, as well as behavioral concerns.
Root Cause(s) Addressed: We have identified in all grade levels, mathematical and reading academic needs that require tiers 2 and 3 interventions in order to meet those needs. We have also identified behavioral needs, especially in primary and middle level grades that require tiers 2 and 3 interventions in order to meet those needs.

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

X State Accreditation ▯ Title I Focus School ▯ Tiered Intervention Grant (TIG) ▯ Diagnostic Review Grant ▯ School Improvement Support Grant

▯ READ Act Requirements ▯ Other:

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Review guidelines for school MTSS teams	2015-2016 school year	2016-2017 school year	Assistant Principal, team members	PD, CDE, district guidelines	Continuous refinement throughout the remaining school year and picking up again in the fall	In progress
Train new staff on guideline for MTSS team	2015-2016 school year	2016-2017 school year	Assistant Principal, team members	PD, CDE, district guidelines	As new teachers join the staff, training on these guidelines will take place	In progress
Develop intervention strategies in reading, math and behavior	2015-2016 school year	2016-2017 school year	Assistant Principal, team members	PD, CDE, curriculum, outside resources	Academic and Behavior teams will develop intervention strategies to aid teachers in the classroom	In progress
Each team meet biweekly to discuss new or continuing students	2015-2016	2016-2017	Assistant Principal,	School schedule	Teams will each meet every other Wednesday to discuss	In progress

School Code: 1284 School Name: CARBON VALLEY ACADEMY

	school year	school year	team members		new or continuing students, to be monitored by Assistant Principal	

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

Section V: Appendices

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

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)
- Title I Schoolwide Program. *Important Notice: The schoolwide addendum is one of several ways to document how a school is meeting the Title I schoolwide requirements. While schools operating a Title I schoolwide program must have a plan, use of the UIP addendum is optional. The Federal Programs Unit and the Improvement Planning Unit will be offering training in fall 2015 on schoolwide requirements and the possible pathways to meet those requirements.*

School Code: 1284 School Name: CARBON VALLEY ACADEMY

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:

The District agrees to waive its curricular requirements, to the extent permitted by state law, subject to the implementation by the School of its instructional programs as agreed by the Parties. The description of the educational program in the charter renewal application is accepted as a statement of the Carbon Valley Academy's program characteristics, subject to the following conditions:

1. The School shall provide instruction in physical education as outlined in its response to the Board.

2. The School shall provide school lunch as outlined in its response to the Board.

3. The School may provide a pilot online education program for no more than 15-20 students. A brief description reflecting new or changed terms and conditions and including the extent of on-line student participation in School-based lessons and activities for this program shall be timely submitted to the Superintendent of Schools for approval, which shall not be unreasonably withheld. Any proposal shall be structured so as not to require the District to seek separate approval from the Department.

4. Average classroom size of 22 may be increased to 25.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

PLAN FOR ENGLISH LANGUAGE LEARNERS

Carbon Valley Academy
Plan for ELL/PHLOTE students (English Language Learner/ELPrimary or Home Language Other Than English)

Identification of PHLOTE students (Primary or Home Language Other Than English)
A Home Language Survey (HLS) is a required part of the registration packet for all new students, and is maintained in the cumulative file for all students. The registrar is responsible for immediately forwarding those identified as PHLOTE to the district ELL department. Students are considered PHLOTE if there is any influence of another language in the home; students who learn a second language in an academic setting are not considered PHLOTE.

Initials Assessment of PHLOTE students, determination of LEP/EL status
All students determined to be PHLOTE are assessed using the CELA screening assessment to ascertain whether they can speak, read, write, or understand the English language and at what level.

- **NP** (Not Proficient): Beginning & Early Intermediate levels - CELA Levels 1 and 2. Students who are beginning to understand and respond to simple communications.

- **AP** (Approaching Proficiency): Intermediate & Mid-Proficient Levels - CELA Levels 3 and 4. Students who understand most social communications with more competence in content requirements.

- **P** (Proficient): Mid-Proficient to Above Proficient - CELA Level 5. Students who understand and communicate effectively and are able to achieve in content areas, but may still need some linguistic support.

After reviewing information from both the Home Language Survey and the results of the CELA Place test, an initial communication is sent to the home in the form of the Parent Notification Letter. This letter informs the parents about eligibility for the district's LIEP program and indicates the characteristics of the instructional program at Carbon Valley.

Program Placement for EL students
Program placement is made by a designated staff person in contact with district-level ELL specialists and the parent(s) of the student.

Carbon Valley Academy Sheltered English, Specially Designed Academic Instruction (SDAIE), or Structured Immersion.
Instruction is classroom-based, delivered in English, and adapted to the students' proficiency level. The focus is on the content area curriculum. It incorporates contextual clues, such as gestures and visual aids, into instruction, as well as attention to the language demands of the topics and activities. The table below will be used to help guide instructional focus for ELL students in Carbon Valley classrooms.

Stage of Language Acquisition	CELA Score	Approx. Time	Student Characteristics	Teacher Strategies
Stage 1 – Pre Production	Not Proficient (NP) Non English Proficient (1-NEP-A or Beginning)	0-6 months	- Minimal comprehension - Does not speak - Nods "yes" & "no" - May appear confused and/or hesitant - Acquires passive vocabulary (recognizes but cannot use many words) - Points/gestures - Draws pictures - Matches words to objects	- Demonstrate using Total Physical Response (TPR) - Use gestures and body language to show meaning - Emphasize listening skills and do not force speaking until student is ready - Use many visuals, pictures - Create print rich environment - Group student with more proficient English speakers - Use physical movement, art, mime and music
Stage 2 – Early Production	Not Proficient (NP) Non English Proficient (2-NEP-B or Early Intermediate)	6 mo. – 1 yr.	- Limited comprehension - 1 or 2 word responses - Uses present tense verbs - Identifies people, places, and things - Understands the main idea	- Ask yes/no, who, what and where questions - Begin a sentence and have the student complete it with a word - Introduce new vocabulary and continue practicing previously learned vocabulary - Use props and gestures during shared reading and build on student's prior knowledge - Use visuals, pictures - Provide rich contextual listening opportunities

			of the message, but not each word - Repeats frequently used language - Lists and categorizes - Listens with greater understanding - Mispronounces words	
Stage 3 – Speech Emergent	Approaching Proficiency (AP) Limited English Proficient (3-LEP-C or Intermediate)	1 – 3 years	- Can produce simple sentences - Good social comprehension - Makes grammar & pronunciation errors - Describes events and people - Recalls facts - Improves pronunciations and intonation - Expands vocabulary using words that are heard often - Shifts the emphasis from language reception to language production - Explains some academic concepts	- Ask open-ended question (how and why) - Encourage any attempt to speak - Create a safe classroom that encourages attempts at language - Model, expand, restate and enrich student language - Use patterned and predictable books - Support the use of grade-level content-area texts with pre-teaching, adapted text, native-language text, summarizing, retelling, role-playing, etc. - Use visuals, pictures, - Have students describe personal experiences though language arts experiences/activities - Group students thoughtfully to increase interaction

			- Retells information from texts - Compares and contrasts - Summarizes - Initiates conversations	
Stage 4 – Intermediate Fluency	Approaching Proficiency (AP) Limited English Proficient (4-LEP-D or Proficient)	3 – 5 years	- Excellent social/oral comprehension - Basic academic English skills - Few grammatical errors - Gives and explains opinions - Uses longer sentences and elaborate speech patterns - Makes errors when attempting to use new vocabulary and more complex grammatical structures - Begins to think in the new language rather than translating from native language into the new language - Negotiates and debates with others - Persuades - Synthesizes, analyzes and evaluates	- Provide many opportunities to practice language in comfortable situations - Engage students in activities which focus on speech production and not grammatical form or absolute correctness - Group students thoughtfully to increase interaction - Provide more advanced literature - Ask students to create narratives - Introduce colloquialisms and idiomatic expressions - Support the use of grade-level content-area texts with pre-teaching, adapted text, native-language text, summarizing, retelling, role-playing, etc.

Stage 5 – Advanced Fluency	Proficient (P) Fluent English Proficient (5-FEP-E or Advanced)	5 – 7 years	- Good academic English skills - Near-native level of speech - Interacts extensively with native-English speakers - Makes few grammatical errors - Has high comprehension level but may not be advanced enough to understand all grade-level academic classroom language - Continues to learn new vocabulary - Produces written and oral language comparable to a native-English speaker of the same chronological age	- Provide demonstrations/exemplars/rubrics so students understand expected outcomes - Guide students in producing research papers/grade-level assignments - Use language and content objectives - Continue focusing on students English Language Development in content classes - Focus instruction on reading and writing skills - Group students thoughtfully to increase interaction - Continue emphasis on vocabulary development - Use sheltered English techniques, scaffolding - Relate abstract concepts to concrete concepts, prior knowledge

Adapted from the St. Vrain Valley School District ELL Manual

Continuing Student Assessment

On-going assessment is conducted to monitor language and academic growth which includes the annual Colorado English Language Proficiency (CELA Pro) assessment; NWEA, DRA and PALS school assessments.

RtI for ELL Students

As with other students, ELL students who are not making appropriate progress in their schooling will be included in the Response to Intervention (RTI) process which could include:

Tier III

- Intensive ELA support (in lieu of other classes)
- Increased time and intensity of Tier II interventions
- Flexible Special Education and ELA service coordination including:
  - Combined SpEd/ELA
  - SpEd with frequent ELA consultation
  - SpEd with periodic ELA consultation
  - ELA with frequent SpEd consultation
  - ELA with periodic SpEd consultation

Tier II

- Services in Tier I with increased time in ELA
- Services in Tier I with an additional targeted intervention including,
- but not limited to:
  - One or more of the four components of language proficiency:speaking, listening, reading and writing.
  - Reading interventions
  - Other content area interventions
  - Behavioral interventions
  - Targeted speech interventions
  - Tutoring programs
  - Increased progress monitoring
  - Pull out services in ELA
- Sheltered instruction in classroom
- ELA/bilingual language classes
- ELA/bilingual content area classes
- Push-in models

Tier I

- Inclusion models
- Monitoring

Source: Adapted from CDE: ESSU/ELAU-2006

EXHIBIT H

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			

MEMORANDUM OF UNDERSTANDING
DISTRICT CHARTER SCHOOLS AND 2012 MILL LEVY OVERRIDE

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

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

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

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

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

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

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

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

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

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

2. Payments will be distributed to the St. Vrain Charters in the same percentages and on the same timeline as they are distributed to the District, except that the St. Vrain Charters will receive 100% of their respective MLO allocations by June 30, whether or not such MLO funds have been received at that time by the District. The District will distribute the funds to the St. Vrain Charters within 1 week of receipt of funds to the District.

3. In the event one of the St. Vrain Charters identified in this Agreement ceases to be chartered with the District or materially changes its program enrollment composition, the mill levy funding distribution for said school set forth in this agreement will be reallocated to the remaining St. Vrain Charters as follows:

   a. If the aggregate population of all of the charter schools within the District in existence at the October Count of the following year that the said school ceases to be chartered with the District, including future charter schools not identified in this agreement, is at or above 11.2% of the total District student population, the mill levy funding that would otherwise go to the said school will be reallocated ratably across the St. Vrain Charters identified in this Agreement; or

   b. If the aggregate population of all of the charter schools within the District in existence at the October Count of the following year that the said school ceases to be chartered with the District, including new charter schools not identified in this agreement, is below 11.2% of the total District student population, the distribution of the mill levy funding that would otherwise go to the said school may be re-negotiated with the District to determine an appropriate reallocation of said percentages. Under no circumstances will the distribution of the MLO to the remaining charter schools fall below the 2012 October Count ratable distribution levels for each school.

4. The term and intent of this MOU will be subject to reaffirmation every five (5) years from the time of its signing on June ____, 2013.

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

Done this 12th day of June, 2013.

ST. VRAIN VALLEY SCHOOLS

By _____ 6-12-13
John Creighton — Date
President, SVVSD Board of Education

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 _____ 7-12-13
~~Allison Schnell~~ Gina Dattilo — Date
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

_____ 7/30/13
Tony Carey — Date

_____ 6/3/13
Patty Cragg — Date

_____ 7/18/13
~~Tom Cooper~~ Tina Nuechterlein, Vice President for Imagine at Firestone Board of Directors — Date

_____ 7-8-13
~~Robert DuBois~~ Kathy DeMatteo — Date
New Board President at Twin Peaks Charter as of June 19, 2013

_____ 6-12-13
Jennifer Kemp — Date

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Flagstaff Academy Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2016-2019 contracts with Flagstaff Academy.

BACKGROUND

The District has negotiated a standardized three-year contract document with the charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

The contracts were discussed at the May 25 and June 8, 2016 Board Meetings, and are presented individually for approval.

Flagstaff Academy's contract specifies that they have a private preschool and will purchase services from the District in lieu of receiving some federal and state grant funds directly.

At the last two public meetings of the Board of Education, members of the public questioned the legality of Flagstaff's enrollment policy. Attachment B is Flagstaff's legal response to these allegations.

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

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

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 **FLAGSTAFF ACADEMY, INC.,** a Colorado non-profit corporation hereafter referred to as the "School".

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the "Board," previously approved a renewal charter application for School as a District charter school through 2023-24 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 Flagstaff Academy, Inc. of Longmont, Colorado.

Charter Board shall mean the Flagstaff Academy, Inc. Board of Directors.

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

Administrator shall mean the Executive Director or Executive Principal of the School.

Application shall mean the School's application for a charter school dated June 30, 2003, as amended and renewal application dated November 30, 2007, as amended.

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.

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

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, 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 School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20 of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public charter schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. To fulfill its accountability responsibility all records established and maintained in accordance with the provisions of this Contract, Policies and Regulations, and federal and state law and regulations will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including but not limited to student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence criminal background checks have been conducted;
e. School's operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

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

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

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

3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School's annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per section 10.4, and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent's Office within three Days (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
2. Any complaints filed against the School by any governmental agency.
3. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.
4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
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 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)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – March 15
        iv. Proposed Budget – April 15
        v. Charter Board 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 1 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 provided on the completed CDE Employee Data Collection Form

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 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 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 3.5.2 below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

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 3.2.4 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. 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 section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.4.b occurs, the District may, upon Board action, require the school to:
   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.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted 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.

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.

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.

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.

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 8, including other ancillary activities, such as a private preschool which will not have District oversight.

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

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

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

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

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District representative 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 services 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 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. 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.

c. Admission of applicants with an IEP 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 shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such 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 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 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 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 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 will hire its own special education teacher(s), school special education facilitator and paraprofessionals subject to review and acceptance of the required licensing 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), 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 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, 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.

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 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 by the District. 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) 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 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.

6. Annual accounting. 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 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 26, 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 25 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 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 25 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 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.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 section 3.5.5.

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

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

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School's budget will be subject to prior District approval; such approval not to be unreasonably withheld.

8.13 Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by 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. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including 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 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 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's substitute scheduling system. The School 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**). 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.

10.7 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. FACILITIES

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

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

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

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

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by December 1 of the year before the School's Charter 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 Charter expires.. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.

12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

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

13. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

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

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

By_____
President, Board of Directors

ATTEST:

Debbie K Nelson
~~Secretary~~ Vice President

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 2016 through June 30, 2019.

AUTOMATIC WAIVERS-

22-32-109 (1) (f), C.R.S. Local board duties concerning employment termination of school personnel

22-32-126, C.R.S. Employment and authority of principals

22-32-104(4), C.R.S. Compulsory School Attendance

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

22-32-109(1)(b) Board duties – purchase of goods and service

22-32-109(1)(n)(II) Board duties –hours of instruction

22-2-112, C.R.S. School Year- National Holidays

22-32-109(1)(t) Board duties – educational programs

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

NON-AUTOMATIC WAIVERS- See Addendum- Rationale and Replacement Plan

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-9-106(4) C.R.S. Certificated personnel evaluations

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

22-32-109(1)(cc) C.R.S. Board duties – dress code for staff

22-32-109(1)(n)(I) C.R.S. Board duties – length of school year

22-32-109(1)(n)(II)(B) C.R.S. Board duties – Adoption of District Calendar

22-32-109.7 C.R.S. Board duties – selection of personnel

22-32-119 C.R.S. Kindergarten

22-7-1014(2)(a) C.R.S. Preschool individualized readiness plans- school readiness-assessments

22-60.5-301 C.R.S. Licenses and standards for principals

22-63-103(10) C.R.S., Teacher employment – substitutes

22-1-110 , C.R.S., Effect of use of alcohol and controlled substances to be taught

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.

Policy Section C, General School Administration

- CH Policy Implementation
- CI Temporary Administrative Assignments

Policy Section D, Fiscal Management

- DB Annual Budget
- DBD Determination of Budget Priorities
- DBG Budget Adoption
- DD Grants Management
- All DJ Purchasing
- DLB Retirement Plans
- DLB-R Retirement Plans
- DN/DN-R School Properties Disposition

Policy Section E, Support Services

- ECAB Access to District Facilities
- EEA Student Transportation
- EEAA Walkers and Riders
- EEAC Bus Scheduling and Routing
- EEAEA School Transportation Vehicle Operator Requirements and Training
- EEAEAA Drug and Alcohol Testing for CDL Drivers
- EEAEAA-R Drug and Alcohol Testing for CDL Drivers
- EEAEG Use of Wireless Communication Devices by School Transportation Vehicle Operators
- EEAFB Use of School Buses by Community Groups
- EEAFB-R Use of School Buses by Community Groups
- EF Food Services
- EFC Free and Reduced Price Food Services

Policy Section F, Facilities Planning and Development

- Entire Section

Policy Section G, Personnel

- GBEBA Staff Dress Code
- GBGD Workers' Compensation
- GBK Staff Concerns/Complaints/Grievances
- GCBA Professional Staff Contracts/Compensation/Salary Schedules
- GCE/GCF Professional Staff Recruiting/Hiring
- GCE/GCF-R Professional Staff Hiring

- GCI Professional Staff Development
- GCQC/GCQD Resignation of Instructional Staff/Administrative Staff
- GCS Professional Research and Publishing
- GDA Support Staff Positions
- GDBA Support Staff compensation/Salary Schedules
- GDE/GDF Support Staff Recruiting/Hiring
- GDE/GDF-R Support Staff Recruiting/Hiring
- GDO Evaluation of Support Staff
- GDQB Resignation of Support Staff
- BDQD Discipline, Suspension and Dismissal of Support Staff

Policy Section H, Negotiations

- HA Negotiations Goals/Priority Objectives
- HH Negotiating Organization (Instructional Staff)

Policy Section L, Education Agency Relations

- LBB Cooperative Educational Programming
- LBD Relations with Charter Schools
- LBD-R Relations with Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure)

Rationale and Replacement Plan for Waivers from State Statute and Rule

Basic Information
School Name: Flagstaff Academy
School Address: 2040 Miller Dr., Longmont, CO 80501

Prepared by: Wayne Granger
Preparer's Phone Number 303-651-7900
Preparer's Email Address wgranger@flagstaffacademy.org

Charter School Contact: Wayne Granger
Charter School Contact Email Address wgranger@flagstaffacademy.org

District Contact Name: Terry Schueler
District Contact Email Address: schueler_terry@svvsd.org

STATUTE DESCRIPTION AND RATIONALE

AUTOMATIC WAIVERS:

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The Flagstaff Academy Executive Director, or designated head of school, must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Executive Director. The Flagstaff Academy Board of Directors must also have the ability to perform the evaluation for the Executive Director or designated head of school. Additionally, Flagstaff Academy will not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(10(q)(I).

Plan: Flagstaff Academy uses its own evaluation system as agreed to in the Charter School Agreement with St. Vrain Valley School District. Flagstaff Academy's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used for Flagstaff Academy's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Flagstaff Academy will not be required to report their teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported PURSUANT TO 22-11-503.5 as this is a non-waivable statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the Flagstaff Academy budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109 (1)(f) Boards of Education . Specific Duties (delegation)

Requires the Board of Education to employ all personnel and fix their compensation.

Rationale: Flagstaff Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the administration and Board of Directors of Flagstaff Academy. The success of the school will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with this Charter School Agreement and the goals and objectives of the school. All Flagstaff Academy staff will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy will be responsible for these matters rather than the St. Vrain Valley School District. Flagstaff Academy uses "at will" employment agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set forth in the Charter School Agreement.

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

Rationale: The school year at Flagstaff Academy will total approximately 175 days per year which exceeds the current requirement in state statute. Flagstaff Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and Flagstaff Academy will not adopt the District Calendar and will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by Flagstaff Academy and will meet or exceed the expectations in state statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties Teacher Pupil Contact Hours

Rationale: Flagstaff Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The local board will not set these policies.

Replacement Plan: Flagstaff Academy will prescribe the actual details of teacher-pupil contact hours instead of the St. Vrain Valley School District Board, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-32-109 (1)(t) Boards of Education . Specific Duties

Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The St. Vrain Valley School District has granted to the Board of Directors of Flagstaff Academy the authority to determine the educational program and textbooks to be used in the school.

Replacement Plan: The Flagstaff Academy educational program and curriculum is detailed in this Charter application.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Flagstaff Academy, as per this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the educational standards of the school.

C.R.S. § 22-32-110 (1) (h) Local Board Powers, Makes Board of Education responsible for terminating personnel.
C.R.S. § 22-32-110(1)(l) Local Board Powers, Reimburse employees for expenses
C.R.S. §22-32-110(1)(j) Local Board Powers, Procure life, health, or accident insurance
C.R.S. §22-32-110(1)(k) Local Board Powers, Policies relating to in-service training and official conduct
C.R.S. §22-32-110(1)(ee) Local Board Powers, Employ teachers' aides and other non-certified personnel

Rationale: Flagstaff Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and terminating its own employees. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the Executive Director, or authorized head of school ,and Board of Directors of Flagstaff Academy. The success of Flagstaff Academy will depend in large part upon its ability to select and employ its own staff and to terminate individual staff members should they not perform in accordance with this Charter School Agreement and the goals and objectives of the school. All Flagstaff Academy staff will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy will be responsible for these matters rather than the St. Vrain Valley School District. Flagstaff Academy uses "at will" employment agreements that specify the terms of employment, and also maintains an Employee Handbook specifying employment policies.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract

with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District or the school. Flagstaff Academy must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by this Charter School Agreement.

C.R.S. § 22-32-126 Employment & Authority of Principals Authorizes Board of Education to employ Principals.

Rationale: Flagstaff Academy will be responsible for its own personnel matters, including employing the Executive Director or designated head of school, its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Principals/Executive Directors employed at Flagstaff Academy will be employed on an at-will basis. Therefore, the school requests that these statutory duties be waived or delegated from the St. Vrain Valley School District to the Board of Directors of Flagstaff Academy. The success of this school will depend in large part upon its ability to select and employ its own principal/headmaster and staff in accordance with this Charter School Agreement and the goals and objectives of the school.

Replacement Plan: The school will be responsible for these matters rather than the St. Vrain Valley School District. The school's principal/Executive Director and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact upon the St. Vrain Valley School District. Flagstaff Academy must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will select, employ and provide professional development for its principal, teachers, and staff, in accordance with the terms and conditions set by the Charter School Agreement.

C.R.S. §22-33-104(4) Compulsory School Attendance

Rationale: Flagstaff Academy will be responsible for creating the written policy setting forth the school's attendance requirements. The St. Vrain Valley School District reserves the right to approve the plan once it has been created.

Replacement Plan: Flagstaff Academy will be responsible for creating the written attendance policy for the school. The plan will meet or exceed the expectations set forth in state law.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-63-201 Employment . Certificate required
Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.
C.R.S. § 22-63-204 Employment . Interest prohibited
C.R.S. § 22-63-402 Services . Disbursements
(substantive) Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.
C.R.S. § 22-63-202, C.R.S. Teacher employment, contracts in writing-duration-damage provision

Rationale: Flagstaff Academy should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The Executive Director will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. The school will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of Flagstaff Academy will be employed on an at-will basis. All employees of Flagstaff Academy will meet Federal Highly Qualified Requirements (ie: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Flagstaff Academy.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract

with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.
C.R.S. § 22-63-403 Payment of Salaries- Governs payment of salaries upon termination of employment of a teacher.

Rationale: Flagstaff Academy should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at Flagstaff Academy. All employees of Flagstaff Academy will be employed on an at-will basis.

Replacement Plan: Flagstaff Academy has teacher agreement with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act
Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: Flagstaff Academy is granted the authority under the Charter School Agreement to select its

own teachers. No other school or the St. Vrain Valley School District should not have the authority to transfer its teachers into Flagstaff Academy or transfer teachers from Flagstaff Academy to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: The school will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Flagstaff Academy, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

C.R.S. § 22-63-301 Transfer Employment, Compensation and Dismissal Act
Grounds for dismissal.
C.R.S. § 22-63-302 Procedures for dismissal of teachers.

Rationale: The success of Flagstaff Academy in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to Flagstaff Academy as the school is only of limited duration. All employees of Flagstaff Academy will be employed on an at-will basis.

Replacement Plan: Continued employment in the school shall be subject to a twice yearly satisfactory performance evaluation, although all employees of Flagstaff Academy will be employed on an at-will basis. Teachers who are rated unsuccessful may be terminated by Flagstaff Academy.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or Flagstaff Academy. The school must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to provide instruction in

accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-63-401 Transfer Employment, Compensation and Dismissal Act
Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: Flagstaff Academy should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in the school may be different from that of other schools in the St. Vrain Valley School District and compensation must be adjusted accordingly.

Replacement Plan: The school will adopt its own salary schedule. Flagstaff Academy will set competitive rates for each level of teachers it employs. Flagstaff Academy's Headmaster or designated head of school will determine the placement of teachers.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District. Flagstaff Academy will be able to employ teachers and determine a salary schedule consistent with its budget.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Flagstaff Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Flagstaff Academy should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as stated in this Charter Proposal.

C.R.S. § 22-32-109 (I)(b) Boards of Education . Specific Duties
Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: Flagstaff Academy will be operating independently from other schools in the St. Vrain Valley School District and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of Flagstaff Academy will adopt policies and the Executive Director or designated head of school of Flagstaff Academy will prescribe rules and regulations.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on St. Vrain Valley School District. Flagstaff Academy will be able to adopt policies and prescribe rules and

regulations consistent with its budget.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Flagstaff Academy, as set forth in this Charter School Agreement.

Expected Outcome: As a result of this waiver, Flagstaff Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.

ADDITIONAL WAIVERS:

C.R.S. §22-1-110 Effect of use of alcohol and controlled substances to be taught.
Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale: Flagstaff Academy uses a different curriculum and sequence than do other St. Vrain District Schools. The instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum should be within the direction and control of the Flagstaff Academy Executive Director and Principals.

Replacement Plan: Flagstaff Academy will identify instructional materials and strategies to integrate these topics into the curriculum.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-109(1)(aa)Requires Districts to adopt content standards and a plan for implementation of such standards.

Rationale: Flagstaff Academy will be operating independently from other schools in the District and should be delegated the authority to adopt and implement its own content standards as long as said standards meet or exceed State content standards.

Replacement Plan: Flagstaff Academy will adopt content standards and a plan for implementation of such standards. The standards shall meet or exceed State content standards. The administration shall be responsible for implementation of the standards with oversight by the Board of Directors.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-32-119 Permits the Board of Education authority to establish and maintain kindergartens and prescribe courses of training, study and rules and regulations governing the program.

Rationale: Flagstaff Academy will be operating independently from other schools in the District and should be delegated the authority to operate its own kindergarten program consistent with the school's mission, goals and educational program.

Replacement Plan: Flagstaff Academy will operate its own kindergarten program and develop, adopt and implement the training, study and rules and regulation governing said program.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: Flagstaff Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School Board or St. Vrain Valley School budget.

C.R.S. §22-7-1014(2)(a)

Requires each district to administer the school readiness assessment to each student.

Rationale: Flagstaff Academy Charter School (FA) is requesting a waiver to the above stated code in order to be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their readiness to succeed in school" (C.R.S. 22-7-1014 (2)(a)). Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are continually assessed, and remediated as necessary, throughout the school year. There are multiple checkpoints to monitor achievement and multiple channels of support available throughout the program that meet the spirit and intent of the School Readiness Assessment law. Data is collected and housed in Alpine Achievement and school created specific, standards-based data bases.

The data will be collated into a spreadsheet that lists the students, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014 (2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.L. plan, or Tiered Intervention plan that impacts performance in any category. In cases in which multiple assessments exist within a category, such as Language and Comprehension development, standardized assessment scores are weight equally with classroom assessment scores to provide a total score. We will be able to submit this data upon request to the Charter School Institute or other authorized agencies.

Replacement Plan: Flagstaff Academy utilizes the Core Knowledge sequence for all grades K-8. The goal of the Core Knowledge sequence is to provide every child a rigorous, lively, and coherent education. In addition to the core curriculum, Core Knowledge provides a foundational curriculum for music, art, and

physical education, along with Core Virtues that are taught in every grade to support the social and emotional learning and well-being of our students. Our comprehensive curriculum addresses:

1. Physical well-being and motor development:
    a. Upon admission to FA, parents are required to provide documentation regarding the child's physical well-being, allergies, medications, and motor development. Vision and hearing screenings are completed during the school year. Full medical information, including most recent health screening and immunization documentation are required. Furthermore, data is gathered regarding Child Find and any IEP or 504 plans. Pertinent data from the student's cumulative folder is entered into Alpine Achievement, so it can be accessed by authorized persons who work with the child.
    b. Students participate weekly in physical education classes with a certified physical education teacher that meet or exceed state standards. Students are assessed regularly on gross motor development. Additionally, students participate in Movement breaks every 20-30 minutes throughout the school day. Performance data is documented in the school spreadsheet.
    c. Students participate in weekly Core Knowledge Art education that meets or exceeds state standards. Students participate in drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper mache, clay, and other items. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
    d. Students participate in weekly Core Knowledge Music education that meets or exceeds state standards. Students recognize and begin to play a steady beat; recognize short and long sounds; discriminate between fast and slow, high and low pitches, loud and quiet; sing in unison, both unaccompanied and accompanied; and, move responsively to music. The curriculum directly ties to the science and history curriculum the students are learning in their general classroom. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
    e. Students participate in weekly technology classes that teach them keyboarding skills, as well as digital citizenship and navigating web sites. Data from observations and performance assessments are entered into teacher checklists and documented on reports that are generated three times throughout the school year.
    f. If observational assessments reveal that children are in need of assistance with gross or fine motor development, they may be assessed by licensed school district personnel and receive intervention services.

2. Social-Emotional Development
    a. At Flagstaff Academy we are committed to providing opportunities for students to develop positive character traits. We have identified Core Virtues which will be incorporated into activities with students. A few of the Core Virtues at Flagstaff

Academy are as follows: honesty, compassion, respect, responsibility, self-discipline, perseverance, generosity, kindness, integrity, diligence, gratitude, and courage. Additionally, we have a Character Education program that is taught daily during our kindergarten classes to further promote our core virtues.

b. FA embraces Restorative Justice with all our students. Restorative practices allow students to recognize the harm they may have caused another and find ways to repair that harm, rather than merely issuing consequences for negative behaviors.
c. FA utilizes CHAMPS as a classroom management system to explicitly teach students class rules, and nurture their ability to self-regulate their behavior.
d. Children who are observed to have any social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to the MTSS team, evaluated, and are able to meet with the school counselor or receive further psychological testing as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.

3. Language and comprehension development
    a. Students receive 60-90 minutes of daily instruction using the Core Knowledge Language Arts curriculum. This is a comprehensive program for reading, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, and grammar. Additionally, the Six Traits writing curriculum is utilized to teach writing skills.
    b. The school administers PALS literacy assessment three times a year. Any student who does not make benchmark is referred for reading interventions to take place within the classroom setting. During the second semester, those students whose benchmark scores indicate additional assistance is required are pulled for small group instruction by a fully certified intervention teacher. Diagnostic testing is conducted to identify areas in need of development using PALS. Students are progress-monitored by the classroom teacher and the reading intervention teacher.
    c. Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing.
    d. In the case of reporting on school readiness, standardized assessments, such as ACCESS and PALS are weighted equally, along with the classroom teacher's assessment to provide a balanced view of the child's strengths and needs.

4. Cognition and general knowledge
    a. Children are observed and monitored daily and data on their progress is disseminated three times annually to parents. Furthermore, monthly data meetings are held with the Assistant Principal, Data Specialist, and MTSS chair to discuss student data and needs. Assessment information is gathered through formal curriculum assessments, teacher observations, and PALS.
    b. Students receive Core Knowledge math instruction that aligns to the state standards in the following areas: Patterns and Classifications; Numbers and Number Sense;

Computation; Geometry; and, Measurement. Additionally, students receive instruction in Money.

c. Students receive Core Knowledge science instruction that aligns to the state standards in the following areas: Physical Science (Magnetism), Earth Science (Seasons and Weather), and Life Science (Plant Life, Animals and Needs). Furthermore, students attend a weekly Science lab that provides additional hands-on activities in a lab environment to supplement the classroom curriculum.
d. Students receive Core Knowledge history and geography. The curriculum includes the location of North America, the continental United States, Alaska, and Hawaii; the name and location of the town, city, or community and state in which they live; Native American Peoples, Past and Present; Early Exploration and Settlement; Symbols and Figures; and, Presidents, Past and Present.

Any student not making adequate growth in any of the above areas is referred to MTSS for Tier II interventions. Students are able to work in small groups or one on one with classroom teachers and/or assistants. There are two full time teaching assistants for the four kindergarten classrooms, as well as the fully certified intervention teachers. This support system allows for early detection and intervention. Data driven intervention plans, along with progress monitoring, inform the progress of the student. The use of Alpine Achievement to warehouse the data information allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the student.

If students do not respond to instruction by demonstrating adequate growth, they are referred for Tier III interventions. Data is collected and recommendations may be made for special education referral.

Methods and assessments used are clear, relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014 (2)(a). The only real difference will be how that information is compiled and disseminated.

Duration of the Waivers: Flagstaff Academy requests that the waiver be for the duration of its contract with the St. Vrain Valley School District. Therefore, the waiver is requested for three academic operating years, or for the term of the contract as it may be extended from time to time.

Financial Impact: FA anticipates that the requested waiver will have no financial impact.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to FA's Core Knowledge curriculum and the overall program design.

Expected Outcomes: FA expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and supports that ensure student success in higher levels of learning in all academic content areas, as well as the physical. Social, and emotional well-being of our students.

EXHIBIT B

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

Flagstaff Academy is committed to serving all public school students encompassing diverse backgrounds. We clearly understand the importance of targeting the "at risk" population including free and reduced lunch individuals, English language learners as well as those considered at academic risk including students performing below or above grade level. In our concerted effort to reach out to these populations, Flagstaff Academy is implementing the following recruitment plan:

Implementation of a preschool program that will focus on early identification and intervention for at-risk students. These identified students would continue at Flagstaff feeding into our kindergarten program.

Continue to pursue busing options. Flagstaff Academy would welcome any opportunity to enter into conversations with the St. Vrain Valley School District concerning the possibility of providing transportation to our students.

Flagstaff Academy has and will continue to focus on more Community-based recruitment including churches, youth centers, and recreational centers.

Flagstaff Academy has and will continue to advertise the school in the local papers including Longmont, Erie, Niwot, and the surrounding areas with an emphasis on the fact that we are not tuition-based.

Enrollment clinics are held to allow parents to tour the school and see firsthand instruction taking place.

Student "shadowing" is encouraged for interested students in grades 4th-8th. Students are encouraged to spend a portion of a day or an entire day immersed in the programs we have at Flagstaff Academy. This results in students having feedback about our school and hopefully becoming acquainted with other students.

We offer after school programming for students through our Dragon Flight program. Dragon Flight advertises in numerous community publications reaching a broad audience.

EXHIBIT C

ENROLLMENT PROCEDURES

Kindergarten – 8th Grade

1. Each parent desiring to enroll his or her child in Flagstaff must sign an "intent to enroll" form and deliver it to the enrollment coordinator. Parents need not submit intent to enroll forms for students already attending the School.

2. Registration dates:

(a) December 1st: Open enrollment begins for following school year, waitlists initiate.
(b) January 31st: Open enrollment ends, waitlists are finalized.
(c) October 1st: enrollment ends, waitlists are purged.

3. If there are more students whose parents wish to enroll them in Flagstaff than there are class spaces available, students shall be based on the following criteria:

(a) The first preference is for students presently attending Flagstaff. Students will be allowed to re-enroll for the following school year. Parents must affirm their desire to re-enroll their child(ren) each spring by the date published.

(b) The second preference is for siblings of children already enrolled, with the exception of any sibling who previously declined enrollment, or has withdrawn from the waiting list or Flagstaff, based on first come, first served. Any sibling offered a position prior to October 1 must enroll or forfeit their position for that school year and be placed in the general waitlist.

(c) The third preference is for the children of the founding families of Flagstaff based on first come, first served.

(d) The fourth preference is for children of all full and part-time Flagstaff staff members based on first come, first served. Employees having completed 5 years of continuous service may maintain their staff preference, for student enrollment, provided that their termination of employment is voluntary.

(e) The fifth preference applies only to children going into kindergarten. Any child who was enrolled in the Flagstaff Preschool program at the end of open enrollment shall have a preference for admission into kindergarten the following year based on first come, first served.

4. If spaces remain after all the foregoing preferences have been used, all students who reside in the St. Vrain Valley School District shall be placed on the general waitlist and shall be admitted on a first come, first served basis.

(a) If spaces remain after all in-district students on the waiting list have been enrolled, all out-of-district students shall be placed on the general waitlist and shall be admitted on a first come, first served basis.

5. Flagstaff Academy shall not admit any new students after the Oct. 1st student count date.

EXHIBIT D

UNIFIED IMPROVEMENT PLAN

Colorado's Unified Improvement Plan for Schools for 2015-16

Organization Code: 0470 District Name: ST VRAIN VALLEY RE 1JSchool Code: 2964 School Name: FLAGSTAFF CHARTER ACADEMY Official 2014 SPF: 1 Year

Section I: Summary Information about the School

Directions: This section provides an overview of the school's improvement plan. To complete this section, copy and paste the school's Priority Performance Challenges, Root Causes and Major Improvement Strategies from Section III and IV of the 2015-16 UIP once it has been completed. In the UIP online system, this section will populate automatically as the UIP is written.

Executive Summary

How are students performing? Where will school staff be focusing attention?

Priority Performance Challenges: *Specific statements about the school's performance challenges (not budgeting, staffing, curriculum, instruction, etc.), with at least one priority identified for each performance indicator (achievement, growth, growth gaps, PWR) where the school did not meet federal, state and/or local expectations.*

Flagstaff Academy is a K-I Core Knowledge-based public charter school within the St. Vrain Valley School District. School academics and electives have an increased focus on Science and Technology. The student population is 944 students, with 9% of our students qualifying for free and reduced lunch. Data analysis is done by teams within the school and includes the following data: PARCC, CMAS, iReady, NWEA, PALs, TS Gold.

Elementary School Data - An analysis of current CMAS / PARCC data shows a gap in Language Arts with our students on free and reduced lunch and a significant gap with our students with disabilities. In math, there is a gap between All Students and our students with disabilities, as well as our students on free and reduced lunch. Within SVVSD, the data indicated our scores were in the top 10 schools for the district in ELA and Math, with one anomaly occurring in 3rd grade math with the school scoring 16th out of 31 schools.

Middle School Data – An analysis of current data shows gaps in Language Arts with our students on free and reduced lunch and those with students with disabilities. In math, there is no significant gap between students in any student group; however, performance levels across all student groups were at level three out of four levels. Within SVVSD, the data indicated scores that were in the top three middle schools in the district in both ELA and math.

With the current PARCC data, there is a discrepancy noted between our students on free and reduced lunch and our students with special needs. Prior to PARCC, Flagstaff scored Exceeds on all student groups. Due to this latest data, we need to address the disparity in these groups. Additionally, our middle school Science scores were significantly lower than comparable middle schools, which highlights a downward trend over the last several years. Elementary school Science scores are steadily trending up, but quicker growth in this area is needed.

Given the trends noted above, for all students and student groups in grades K-8 we are targeting ELA, Math, and Science. Curriculum analysis of these subjects showed deficits in alignment and standards to the Core Knowledge sequence. In order to address these deficits and impact student achievement, we are reworking the entire curriculum in these areas. We expect to show growth this year in our K-5 ELA scores due to a new

curriculum implementation this year; however, there are still challenges with the curriculum that must be addressed. Additionally, our middle school ELA did not receive this curriculum and alignment issues continue to be a concern.
Why is the school continuing to have these problems? **Root Causes:** *Statements describing the deepest underlying cause, or causes, of the performance challenges, that, if dissolved, would result in elimination, or substantial reduction of the performance challenges.*
Utilizing PARCC, CMAS, NWEA, iReady data, PALS, and curriculum analysis, it is evident we are not moving on an upward trend in Science, ELA, and Math. Strong teaching strategies have been observed and documented in classrooms, so an in depth analysis to determine why our students were not progressing was needed. After the analysis, it was determined that our curriculum in ELA, Math, and Science is not aligned horizontally or vertically to the Core Knowledge sequence, thus the need to address what is being taught, rather than how it is being implemented.
What action is the school taking to eliminate these challenges? **Major Improvement Strategies:** *An overall approach that describes a series of related actions intended to result in improvements in performance.*
We are working with our teachers to rewrite our curriculum and our scope and sequence charts for each grade level in the areas of Math, Science, and ELA. Additionally, we are moving to vertically aligned curriculum to ensure our students are hearing consistent vocabulary and processes. As a school we have committed a large amount of funding to complete this work by the end of June in order for all teachers to have an opportunity to work with the new curriculum and materials prior to the start of the 16-17 school year.

Access School Performance Frameworks here: http://www.cde.state.co.us/schoolview/performance

Pre-Populated Report for the School

Directions: This section summarizes program accountability requirements unique to the school based upon federal and state accountability measures. Historically, this report has included information from the School Performance Framework; because of the state assessment transition and passage of HB15-1323, 2015 SPFs will not be created. In the table below, CDE has pre-populated the school's data in **blue** text. This data shows the school's performance in meeting minimum federal and state accountability program expectations.

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2015	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2016	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2016	The UIP is due to CDE for public posting on April 15, 2016 through Tracker or the UIP online system. Some program level reviews will occur at the same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uip/UIP_TrainingAndSupport_Resources.asp.

Program	Identification Process	Identification for School	Directions for Completing Improvement Plan
State Accountability			
READ Act	All schools that serve students in grades Kindergarten through 3rd Grade.	Currently serving grades K-3	Schools serving grades K-3 must include targets and strategies that address the needs of K-3 students identified as having significant reading deficiencies (e.g., instructional strategies, parent involvement strategies). Schools and districts looking for the CDE approved scientifically or evidence based instructional programs and professional development to support identified strategies may access the advisory lists at http://www.cde.state.co.us/coloradoliteracy/readact/programming
Plan Type Assignment	Plan type is assigned based on the school's overall 2014 official School Performance Framework rating (determined by performance on achievement, growth, growth gaps, postsecondary and workforce readiness).	Performance Plan	The school meets or exceeds state expectations for attainment on the 2014 SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2016 to be posted on SchoolView.org. Note that some programs may still require a review of the UIP in April. Through HB 14-1204, small, rural districts (less than 1200 students) may opt to submit their plans biennially (every other year).
ESEA and Grant Accountability			
Title I Focus	Title I school with a (1) low graduation rate (regardless of plan	Not	This school is not identified as a Focus School and does

School	type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low-achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	identified as a Title I Focus School	not need to meet those additional requirements.
Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG Grant	This school does not receive a current TIG award and does not need to meet those additional requirements.
Diagnostic Review and Planning Grant	Title I competitive grant that includes a diagnostic review and/or improvement planning support.	Not awarded a current Diagnostic Review and Planning Grant	This school has not received a current Diagnostic Review and Planning grant and does not need to meet those additional requirements.
School Improvement Support (SIS) Grant	Title I competitive grant that supports implementation of major improvement strategies and action steps identified in the school's action plan.	Not a current SIS Grantee	This school has not received a current SIS grant and does not need to meet those additional requirements.
Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements.

Section II: Improvement Plan Information

Additional Information about the School

Comprehensive Review and Selected Grant History		
Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	This school has not received grants related to the school's improvement efforts.
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name of the provider/tool used.	This school has not partnered with external evaluators for a comprehensive evaluation.

Improvement Plan Information

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

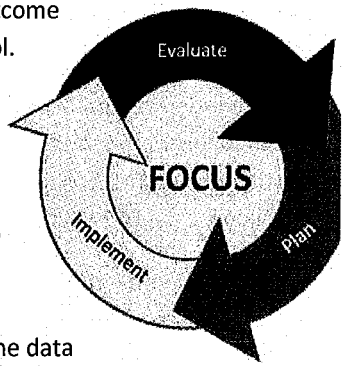
X State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐

☐ School Improvement Support Grant ☐ READ Act Requirements ☐ Other:

_____

School Contact Information (Additional contacts may be added, if needed)		
1	Name and Title	Robin Lowe, Executive Principal
	Email	rlowe@flagstaffacademy.org
	Phone	303-651-7900
	Mailing Address	2040 Miller Drive, Longmont, CO 80501
2	Name and Title	
	Email	
	Phone	
	Mailing Address	

Section III: Narrative on Data Analysis and Root Cause Identification



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

Implications of Colorado Measures of Academic Success (CMAS) on Data Analysis: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, updating the data analysis this year (particularly the trend statements) may be more challenging. While the school's data analysis is still expected to be updated, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

Data Narrative for School

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

Description of School Setting and Process for Data Analysis:	Review Current Performance:	Trend Analysis:	Priority Performance Challenges:	Root Cause Analysis:
Provide a very brief description of the school to set the context for readers (e.g., demographics). Include the general process for developing the UIP and participants (e.g., School	Review recent state/federal data. Document any areas where the school did not at least meet state/federal expectations. Consider the previous year's progress toward the school's targets. Identify the overall magnitude of the	Provide a description of the trend analysis that includes at least three years of data (state and local data), if available. Trend statements should be provided in the four performance indicator areas and by disaggregated groups. Trend statements should include the direction of the trend and a comparison (e.g., state expectations, state	Identify notable trends for a combination of trends that are the highest priority to address (priority performance challenges). No more than 4 are recommended. Provide a rationale for why these challenges have been selected and address the magnitude of the	Identify at least one root cause for every priority performance challenge. Root causes should address adult actions, be under the control of the school, and address the priority performance challenge(s). Provide evidence that the root cause was verified through the use of additional data. A description of the selection process for the corresponding major

Accountability Committee).	school's performance challenges.	average) to indicate why the trend is notable.	school's overall performance challenges.	Improvement strategy(s) is encouraged.

Narrative:

Description of the School: Flagstaff Academy is a K-I Core Knowledge-based public charter school within the St. Vrain Valley School District. School academics and electives have an increased focus on Science and Technology. The student population is 944 students, with 9% qualifying for free and reduced lunch. Data analysis is done by teams within the school and includes the following data: PARCC, CMAS, iReady, NWEA, PALs, TS Gold.

Review of Current Performance: Elementary Data - An analysis of current CMAS / PARCC data shows a gap in Language Arts with our students on free and reduced lunch and a significant gap with our students with disabilities. In math, there is a gap between All Students and our students with disabilities, as well as our students on free and reduced lunch. Within SVVSD, the data indicated our scores were in the top 10 schools for the district in ELA and Math, with one anomaly occurring in 3rd grade math with the school scoring 16th out of 31 schools. **Middle School Data** – An analysis of current data shows gaps in Language Arts with our students on free and reduced lunch and those with students with disabilities. In math, there is no significant gap between students in any student group; however, performance levels across all student groups were at level three out of four levels. Within SVVSD, the data indicated scores that were in the top three middle schools in the district in both ELA and math.

Trend Analysis: With the current PARCC data, there is a discrepancy noted between our students on free and reduced lunch and our students with special needs. Prior to PARCC, Flagstaff scored Exceeds on all student groups. Due to this latest data, we need to address the disparity in these groups. Additionally, our middle school Science scores were significantly lower than comparable middle schools, which highlights a downward trend over the last several years. Elementary school Science scores are steadily trending up, but quicker growth in this area is needed.

Priority Performance Challenges: Given the trends noted above, for all students and student groups in grades K-8 we are targeting ELA, Math, and Science. Curriculum analysis of these subjects showed deficits in alignment and standards to the Core Knowledge sequence. In order to address these deficits and impact student achievement, we are reworking the entire curriculum in these areas. We expect to show growth this year in our K-5 ELA scores due to a new curriculum implementation this year; however, there are still challenges with the curriculum that must be addressed. Additionally, our middle school ELA did not receive this curriculum and alignment issues continue to be a concern.

Root Cause Analysis: Utilizing PARCC, CMAS, NWEA, iReady data, PALS, and curriculum analysis, it is evident we are not moving on an upward trend in Science, ELA, and Math. Strong teaching strategies have been observed and documented in classrooms, thus the need to address what is being taught, rather than how it is being implemented.

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

Directions: This chart supports analysis of progress made towards performance targets set for the 2014-15 school year (last year's plan). While this worksheet should be included in your UIP, ***the main intent is to record your school's reflections to help build your data narrative.***

Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
Academic Achievement (Status)	ES Reading – 90% ES Math – 88% ES Science – 60%	ES Reading – 87% ES Math – 79% ES Science – 58%	The measures reflect new state tests and cannot necessarily be compared to the prior tests. More data, such as internal measures with NWEA from 14-15 must be used to determine growth in these areas. Academic growth could not be measured because different tests were administered therefore there is no comparison data.
	MS Science – 70%	MS Science – 48%	
Academic Growth	ES Reading – 50% ES Math – 55%	N/A N/A	
Academic Growth Gaps	N/A		
	N/A		
Postsecondary & Workforce Readiness	N/A		
	N/A		

Achievement Percentile Rank Report: TCAP to CMAS PARCC Comparison

St Vrain Valley Re 1j: Flagstaff Charter Academy

Informational Report:
Not for State Accountability

This report is intended to support the interpretation of school and district level results on the CMAS-PARCC assessments. Because percentile ranks provide a normative basis for comparison, this report may be used to compare changes in a school or district's relative performance across the transition from TCAP to CMAS PARCC. The percentile ranks included in this report show how the mean scale scores for an individual school or district compare to the means of all other schools in the state at a particular level: elementary, middle, high, and by grade level. Rankings for disaggregated groups reflect their standing relative to all students. For additional guidance on this report, please refer to the documents posted under the Achievement Percentile Rank Report header on the Accountability in Transition webpage: http://www.cde.state.co.us/accountability/impact-of-assessment-transition-on-school-and-district-accountability

CMAS PARCC Performance Levels

LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4/5

TCAP Reading - PARCC English Language Arts	2013 TCAP			2014 TCAP			2015 CMAS PARCC		
	Percent Participation	Mean Scale Score	Percentile Rank	Percent Participation	Mean Scale Score	Percentile Rank	Percent Participation	Mean Scale Score	Percentile Rank
Elementary School Level									
All Students	100.0%	620.4	87	99.4%	621.6	88	95.7%	756.8	87
Minority Students	100.0%	618.6	85	98.4%	612.7	79	96.8%	754.5	82
Free/Reduced Lunch Eligible	100.0%	591.2	51	96.4%	583.8	41	92.9%	734.1	39
Students with Disabilities	100.0%	561.7	19	100.0%	557.5	18	92.6%	715.6	7
English Learners	100.0%	617.6	80	100.0%	634.3	96	100.0%	763.9	94
Middle School Level									
All Students	99.6%	679.9	95	99.2%	681.8	96	96.7%	751.2	77
Minority Students	97.8%	668.5	89	97.6%	670.9	89	93.3%	749.5	75
Free/Reduced Lunch Eligible	100.0%	652.4	66	92.9%	651.7	56	93.3%	733.8	36
Students with Disabilities	n < 16	-	-	100.0%	645.1	56	n < 15	-	-
English Learners	100.0%	659.0	77	n < 16	-	-	100.0%	752.7	79
By Grade Level									
03	100.0%	603.3	92	100.0%	604.2	94	95.1%	750.0	79
04	100.0%	621.3	91	99.1%	623.6	93	94.8%	763.0	91
05	100.0%	637.9	82	99.0%	637.2	78	97.1%	757.7	85
06	100.0%	666.2	91	98.9%	665.8	93	96.6%	750.2	73
07	98.7%	682.8	95	100.0%	680.6	95	88.2%	753.3	77
08	100.0%	694.0	96	98.6%	704.2	99	87.2%	750.0	70

Achievement Percentile Rank Report: TCAP to CMAS PARCC Comparison

St Vrain Valley Re 1j: Flagstaff Charter Academy

Informational Report:
Not for State Accountability

This report is intended to support the interpretation of school and district level results on the CMAS-PARCC assessments. Because percentile ranks provide a normative basis for comparison, this report may be used to compare changes in a school or district's relative performance across the transition from TCAP to CMAS-PARCC. The percentile ranks included in this report show how the mean scale scores for an individual school or district compare to the means of all other schools in the state at a particular level: elementary, middle, high, and by grade level. Rankings for disaggregated groups reflect their standing relative to all students. For additional guidance on this report, please refer to the documents posted under the Achievement Percentile Rank Report header on the Accountability in Transition webpage: http://www.cde.state.co.us/accountability/impact-of-assessment-transition-on-school-and-district-accountability

CMAS PARCC Performance Levels

LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4/5

TCAP Math - PARCC Math	2013 TCAP			2014 TCAP			2015 CMAS PARCC		
	Percent Participation	Mean Scale Score	Percentile Rank	Percent Participation	Mean Scale Score	Percentile Rank	Percent Participation	Mean Scale Score	Percentile Rank
Elementary School Level									
All Students	100.0%	515.1	71	99.4%	523.6	82	95.7%	746.2	79
Minority Students	100.0%	515.2	71	98.4%	530.2	84	96.8%	747.2	81
Free/Reduced Lunch Eligible	100.0%	463.9	21	96.4%	483.1	37	92.9%	719.2	15
Students with Disabilities	100.0%	446.6	10	100.0%	480.7	35	92.6%	717.4	12
English Learners	100.0%	508.9	65	100.0%	543.5	94	100.0%	759.3	95
Middle School Level									
All Students	99.6%	601.9	91	99.2%	603.7	91	90.7%	746.8	85
Minority Students	97.8%	591.0	85	97.6%	595.8	88	93.3%	744.3	82
Free/Reduced Lunch Eligible	100.0%	548.6	36	92.9%	560.3	54	93.3%	731.6	50
Students with Disabilities	n < 16	-	-	100.0%	547.6	39	n < 16	-	-
English Learners	100.0%	561.3	52	n < 16	-	-	100.0%	745.2	83
By Grade Level									
03	100.0%	486.2	67	100.0%	507.9	86	95.1%	744.7	69
04	100.0%	515.7	76	99.1%	532.3	87	94.0%	751.4	88
05	100.0%	545.3	77	99.0%	545.8	77	97.1%	743.0	75
06	100.0%	569.9	80	98.9%	573.8	84	96.6%	744.6	73
07	98.7%	619.9	95	100.0%	605.0	90	88.2%	748.0	86
08	100.0%	622.3	92	98.6%	633.9	97	87.2%	748.0	83

14-15 PARCC Scores - Flagstaff Academy Charter School

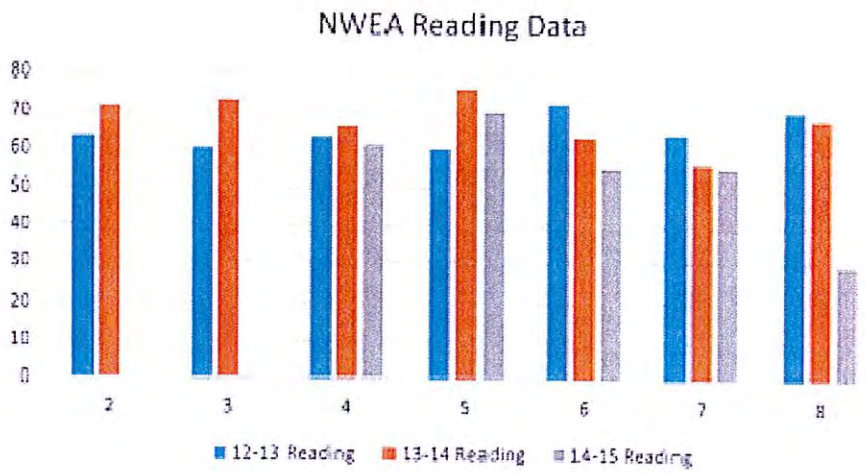
			Participation Information			
Year	Content Area	Test	Number of Total Records	Number of Valid Scores	Number of No Scores	Participation Rate
14-15	ELA	3	102	97	5	95.1%
14-15	ELA	4	96	91	5	94.8%
14-15	ELA	5	103	100	3	97.1%
14-15	ELA	6	89	86	3	96.6%
14-15	ELA	7	93	82	11	88.2%
14-15	ELA	8	86	75	11	87.2%
14-15	MATH	3	102	97	5	95.1%
14-15	MATH	4	96	91	5	94.8%
14-15	MATH	5	103	100	3	97.1%
14-15	MATH	6	89	86	3	96.6%
14-15	MATH	7	93	82	11	88.2%
14-15	MATH	8	63	58	5	92.1%
14-15	MATH	Algebra I	n < 16	n < 16	-	-
14-15	MATH	Integrated I	20	n < 16	-	75.0%

2014-15 PARCC Scores
Flagstaff Academy Charter School

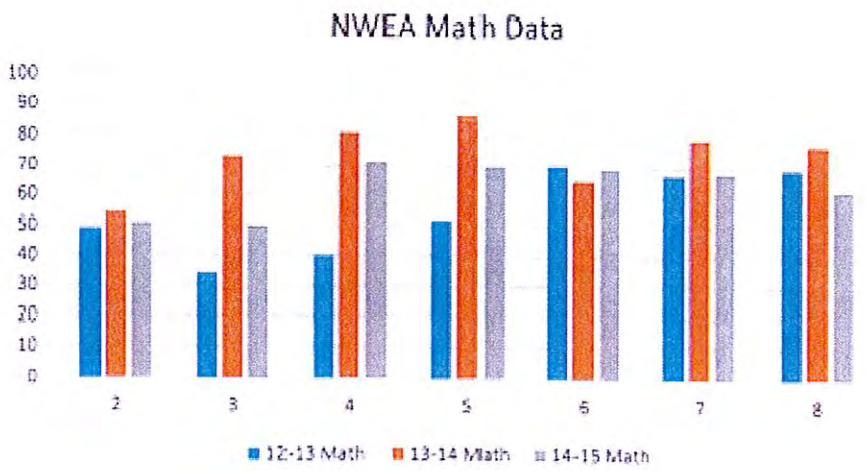
			Achievement Information						
Year	Content Area	Test	Mean Scale Score	Percent Not Yet Meeting Expect	Percent Partially Meeting Expect	Percent Approached Expect	Percent Meeting Expect	Percent Exceeded Expect	Percent Met or Exceeded Expect
14-15	ELA	3	750	10.3%	12.4%	23.7%	47.4%	6.2%	53.6%
14-15	ELA	4	763	< 6.0%	3.3%	> 21.0%	52.7%	17.6%	70.3%
14-15	ELA	5	758	< 6.0%	10.0%	> 24.0%	56.0%	6.0%	62.0%
14-15	ELA	6	750	< 6.0%	15.1%	> 28.0%	45.3%	5.8%	51.2%
14-15	ELA	7	753	8.5%	18.3%	17.1%	32.9%	23.2%	56.1%
14-15	ELA	8	750	5.3%	9.3%	26.7%	52.0%	6.7%	58.7%
14-15	MATH	3	745	8.2%	17.5%	34.0%	32.0%	8.2%	40.2%
14-15	MATH	4	751	< 6.0%	17.6%	> 26.0%	46.2%	5.5%	51.6%
14-15	MATH	5	743	5.0%	23.0%	20.0%	40.0%	3.0%	43.0%
14-15	MATH	6	745	3.5%	24.4%	27.9%	36.0%	8.1%	44.2%
14-15	MATH	7	748	6.1%	14.6%	23.2%	50.0%	6.1%	56.1%
14-15	MATH	8	738	10.3%	15.5%	37.9%	-	-	36.2%
14-15	MATH	Alg I	-	-	-	-	-	-	-
14-15	MATH	Int. Math	-	-	-	-	-	-	-

NWEA Data - All Students & Student Groups

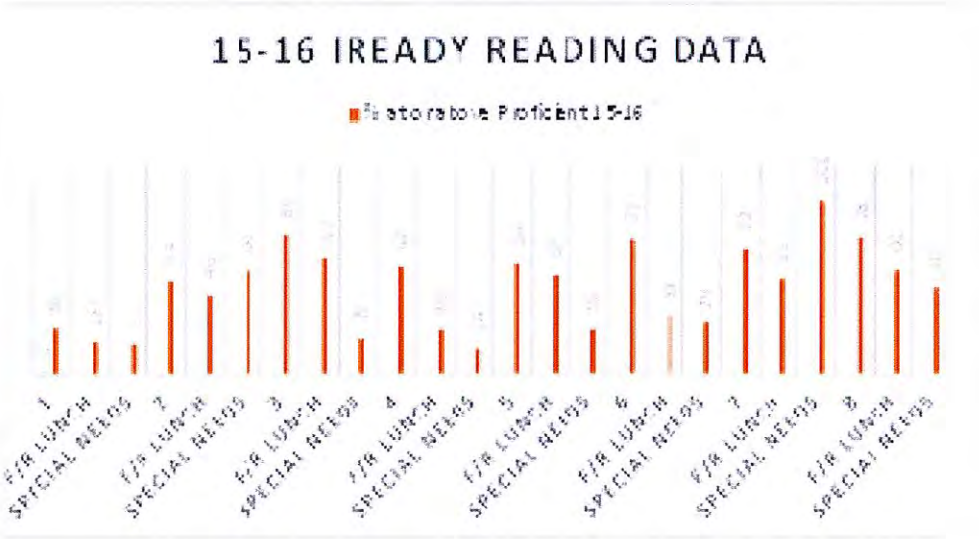
Grade	12-13 Reading	13-14 Reading	14-15 Reading
2	63	71	N/A
3	60	73	N/A
4	63	66	61
5	60	76	70
6	72	63	55
7	64	56	55
8	70	68	29



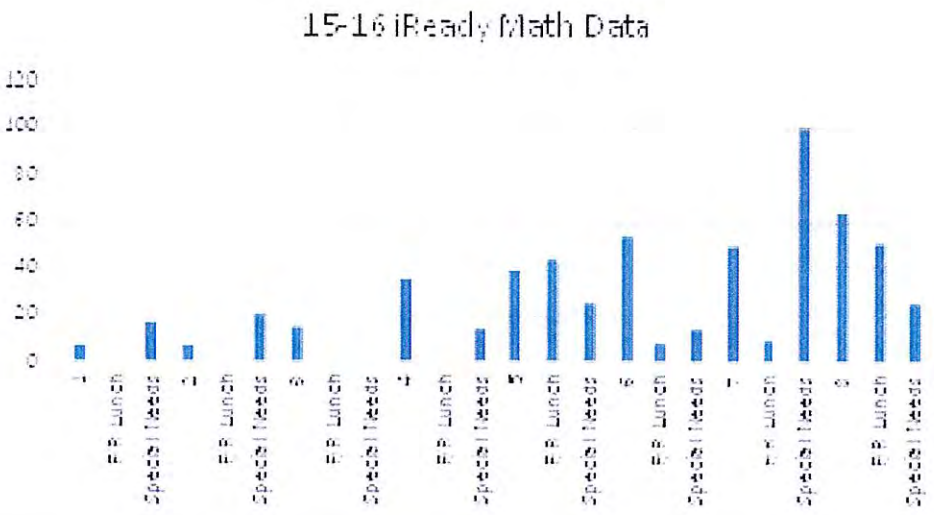
Grade	12-13 Math	13-14 Math	14-15 Math
2	49	54	51
3	34	73	50
4	40	81	71
5	52	86	70
6	70	65	69
7	67	79	68
8	69	77	62



iReady Reading	% at or above Proficient	
	14-15	15-16
1	30	26
F/R Lunch	n/a	18
Special Needs	n/a	17
2	55	54
F/R Lunch	n/a	46
Special Needs	n/a	60
3	72	80
F/R Lunch	n/a	67
Special Needs	n/a	20
4	n/a	62
F/R Lunch	n/a	25
Special Needs	n/a	14
5	n/a	64
F/R Lunch	n/a	57
Special Needs	n/a	25
6	n/a	77
F/R Lunch	n/a	33
Special Needs	n/a	29
7	n/a	72
F/R Lunch	n/a	55
Special Needs	n/a	100
8	n/a	78
F/R Lunch	n/a	60
Special Needs	n/a	50



iReady Math	% at or above Proficiency
	15-16
1	7
F/R Lunch	0
Special Needs	17
2	7
F/R Lunch	0
Special Needs	20
3	15
F/R Lunch	0
Special Needs	0
4	35
F/R Lunch	0
Special Needs	14
5	39
F/R Lunch	43
Special Needs	25
6	54
F/R Lunch	8
Special Needs	14
7	49
F/R Lunch	9
Special Needs	100
8	64
F/R Lunch	50
Special Needs	25



15.16 Fall / Winter iReady Comparison Data

		READING		MATH	
	# Tested	% Increase 1 full level	% Decrease 1 full level	% Increase 1 full level	% Decrease 1 full level
1st	91	45	2	14	0
2nd	92	35	3	38	<1
3rd	102	27	3	31	<1
4th	102	25	5	28	3
5th	95	25	3	34	2
6th	100	22	6	24	5
7th	86	23	10	20	2
8th	91	18	10	16	8
		READING % for each category		MATH % for each category	
		Fall	Winter	Fall	Winter
1st	A	0	1	0	0
	P	26	68	7	14
	PP	73	26	84	86
	U	1	3	8	0
2nd	A	4	10	1	2
	P	50	70	6	12
	PP	43	17	34	61
	U	3	2	59	25
3rd	A	7	20	1	1
	P	73	73	14	25
	PP	14	4	43	51
	U	6	4	42	23

15-16 Fall / Winter iReady Comparison Data

4th	A	10	16	1	4
	P	51	58	33	45
	PP	30	25	34	33
	U	8	2	31	18
		READING % for each category		MATH % for each category	
		Fall	Winter	Fall	Winter
5th	A	11	16	1	3
	P	54	61	38	55
	PP	28	18	38	32
	U	7	5	23	11
6th	A	19	33	1	5
	P	58	48	53	55
	PP	14	18	25	32
	U	9	6	21	8
7th	A	14	20	0	1
	P	58	57	48	66
	PP	16	19	27	22
	U	12	5	13	10
8th	A	15	22	2	2
	P	53	57	62	65
	PP	16	19	23	28
	U	6	2	13	6
		A = Accelerated	P = Proficient	PP=Partially Proficient	U = Unsatisfactory

Worksheet #2: Data Analysis

Directions: ***This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.*** Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data, when available, and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. In most cases, this should just be an update to the plan from 2014 since the SPF has not changed for 2015. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

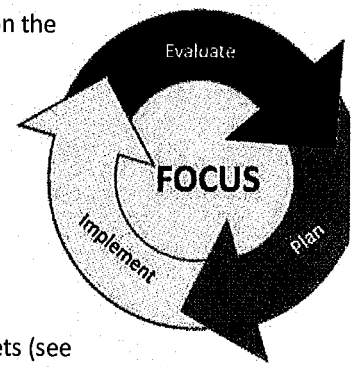
Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
Academic Achievement (Status)	Reading Achievement Data Elementary (NWEA) 12-13 62% 13-14 72% 14-15 66%	Up and Down Trend	Inconsistent teaching of reading across elementary grade levels – in need of new curriculum
	Math Achievement Data Elementary (NWEA) 12-13 57% 13-14 74% 14-15 61%	Up and Down Trend	Inconsistent implementation of existing math curriculum
	Reading Achievement Data Middle (NWEA) 12-13 69% 13-14 62% 14-15 46%	Downward Trend	Inconsistent implementation of existing curriculum
	Math Achievement Data Middle (NWEA) 12-13 68%	Up and Down Trend	Inconsistent implementation of existing curriculum

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	13-14 74% 14-15 66%		
Academic Growth	n/a		No data due to change in testing
	n/a		No data due to change in testing
Academic Growth Gaps	TCAP to CMAS PARCC Comparison Reading - Elementary Overall Percentile Rank 87 Free/Reduced Lunch Rank 39 Special Needs Rank 7 Math – Elementary Overall Percentile Rank 79 Free/Reduced Lunch Rank 15 Special Needs Rank 12	Gap between student groups	Inconsistent curriculum implementation with a focus on meeting the needs of at risk students
	TCAP to CMAS PARCC Comparison Reading – Middle School Overall Percentile Rank 77 Free/Reduced Lunch Rank 36 Special Needs Rank n/a Math – Middle School Overall Percentile Rank 85 Free/Reduced Lunch Rank 50 Special Needs Rank n/a	Gap between student groups	Inconsistent curriculum implementation with a focus on meeting the needs of at risk students
Postsecondary &	n/a		

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
Workforce Readiness	n/a		

Section IV: Action Plan(s)

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



School Target Setting Form

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

Implications of Colorado Measures of Academic Success (CMAS) on Target Setting: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, setting targets based on the percent of students scoring proficient and advanced on TCAP is not appropriate. Furthermore, CDE does not yet know if student growth percentiles and median student growth percentiles will be available for accountability, planning or reporting use. It is known that adequate growth percentiles will not be available this school year for 2014-15 results. Target setting is still expected to occur in the UIP process during this transition period. However, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

School Target Setting Form

Performance Indicators	Measures/ Metrics		Priority Performance Challenges	Annual Performance Targets 2015-16	2016-17	Interim Measures for 2015-16	Major Improvement Strategy
Academic	CMAS/PA	EL	ES – 87% for	ES - 90%	ES - 93%	iReady	1)Implementatio

Achievement (Status)	RCC, CoAlt, K-3 literacy measure (READ Act), local measures	A	14/15 MS – 77% for 14/15	MS – 85%	MS – 90%	iReady	n of new ELA curriculum K-5 2)Alignment of curriculum with CK standards
		RE A D					
		M	ES – 79% for 14/15 MS – 85% for 14/15	ES - 85% MS - 90%	ES - 90% MS - 95%	iReady iReady	1)Alignment of curriculum with CK standards K-8
		S	ES – 58% for 14/15 MS – 48% for 14/15	ES – 70% MS – 70%	ES – 80% MS – 80%	Internal Assessments Internal Assessments	1)Alignment of curriculum with CK standards K-8 2)Increased focus on labs and the scientific process
Academic Growth	Median Growth Percentile, TCAP, CMAS/PA RCC, ACCESS, local measures	EL A	N/A	N/A	N/A	N/A	N/A
		M	N/A	N/A	N/A	N/A	N/A
		EL P	N/A	N/A	N/A	N/A	N/A
Academic Growth Gaps	Median Growth Percentile, local measures	EL A	N/A	N/A	N/A	N/A	N/A
		M	N/A	N/A	N/A	N/A	N/A
Postsecondary & Workforce Readiness	Graduation Rate		N/A	N/A	N/A	N/A	N/A
	Disag. Grad Rate		N/A	N/A	N/A	N/A	N/A
	Dropout Rate		N/A	N/A	N/A	N/A	N/A
	Mean CO ACT		N/A	N/A	N/A	N/A	N/A

	Other PWR Measures	N/A	N/A	N/A	N/A	N/A

Action Planning Form for 2015-16 and 2016-17

Directions: Identify the major improvement strategy(s) for 2015-16 and 2016-17 that will address the root cause(s) determined in Section III. For each major improvement strategy, identify the root cause(s) that the major improvement strategy will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1: ES / MS ELA

Root Cause(s) Addressed: Overall ELA achievement; Gaps between student groups

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

X State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Review / Analysis of new CKLA curriculum implementation	Spring, Summer		EP, ES AP, Team Leads, CKLA Experts	Time Stipends for summer curriculum work	May, 2015 July, 2015	In progress
Alignment of 6-8 curriculum to CK sequence	Spring, Summer		EP, MS AP, Teachers	Time Stipends for summer curriculum work	May, 2015 July, 2015	Not begun
Review / Analysis of Six Traits Writing Implementation to recommend curriculum improvements	Spring		EP, ES AP, MS AP, Teachers	Time	May, 2015	Not begun
Review / Analysis of Kindergarten TS Gold	Spring		ES AP, Kindergarten	Time	May, 2015	Not begun

Assessments to recommend curriculum improvements			Teachers			
Continued implementation of Reading strategies for grades K-3	Fall Spring		ES AP, Teachers, Intervention Team	Time	May, 2015	In progress
Review / Analysis of Intervention Team progress with students to recommend program improvements	Spring		EP, ES AP, MS AP, Intervention Teachers	Time	May, 2015	In progress
Review / Analysis of Read Plans to recommend program improvements	Spring		EP, ES AP, Intervention Teachers	Time	May, 2015	In progress
Review / Analysis of IEP team to recommend program improvements	Spring		EP, Special Education Team	Time	May, 2015	In progress
Implementation of new GT curriculum grades 2-5	Spring		EP, ES AP, Team Leads	Time	May, 2015	In progress

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

Major Improvement Strategy #2: ES / MS Math

Root Cause(s) Addressed: Overall Math achievement; Gaps between student groups

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

X State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Alignment of K-8 curriculum to CK sequence	Spring Summer		EP, ES AP, MS, AP, Math committee	Time Stipends for summer curriculum work	May, 2015 July, 2015	In progress
Creation of Math Pathways K-8	Fall		EP, Math Committee	Time	October, 2015	Completed
Creation of Compacted Curriculum for grades 4-6	Spring		EP, Math Committee	Time	March, 2015	In progress
Creation of Readiness tests to determine current math levels of performance	Spring		EP, Math Committee	Time Stipend for extra curriculum work	April, 2015	In progress
Review / Analysis of Intervention Team progress with students to recommend program improvements	Spring		EP, ES AP, MS AP, Intervention Teachers	Time	May, 2015	In progress
Review / Analysis of IEP team to recommend program improvements	Spring		EP, Special Education Team	Time	May, 2015	In progress

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

Major Improvement Strategy #3: ES / MS Science

Root Cause(s) Addressed: Overall Science achievement; Gaps between student groups

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

X State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Alignment of K-8 curriculum to CK sequence	Spring Summer		EP, ES AP, MS, AP, Science committee	Time Stipends for summer curriculum work	May, 2015 July, 2015	In progress
Creation / Implementation of hands-on labs for each Science unit (outside the scope of the lab class)	Spring Summer		EP, ES AP, MS, AP, Science committee	Time Stipends for summer curriculum work	May, 2015 July, 2015	In progress
Creation / Implementation of a K-8 Scientific Process	Spring		EP, ES AP, MS, AP, Science committee	Time	May, 2015	Not begun
Review / Analysis of Intervention Team progress with students to recommend program improvements	Spring		EP, ES AP, MS AP, Intervention Teachers	Time	May, 2015	In progress
Review / Analysis of IEP team to recommend program improvements	Spring		EP, Special Education Team	Time	May, 2015	In progress

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

Section V: Appendices

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

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)
- Title I School wide Program. *Important Notice: The school wide addendum is one of several ways to document how a school is meeting the Title I school wide requirements. While schools operating a Title I school wide program must have a plan, use of the UIP addendum is optional. The Federal Programs Unit and the Improvement Planning Unit will be offering training in fall 2015 on school wide requirements and the possible pathways to meet those requirements.*

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:

Flagstaff Academy's educational program is based on the Core Knowledge sequence with an emphasis on Science and Technology. The Core Knowledge (CK) Sequence provides a detailed, explicit, and systematic sequence of grade-specific content that can be taught consistently year after year. The core content is organized to spiral through the grade levels, becoming more sophisticated and dedicated in each successive grade.

Science, history, reading, writing, tech lab and the arts base their content in the CK Sequence. The Core Knowledge Sequence allows teachers to develop interdisciplinary units of students, where students are writing about what they are learning in science, for example, or using technology to present what they are studying in history. This approach to learning keeps students engaged, and helps them retain concepts, as the ideas they develop connect to previous learning.

Science

Science is an important way of knowing about the natural world. It is not just a collection of facts but important habits of mind based in three critical scientific activities – Asking Questions, Collecting Data, and Making Data-Based Decisions. Flagstaff Academy strongly believes in scientific exploration. Students will establish a strong scientific perspective for examining the natural world. Flagstaff teachers and students together are members of a community focused on learning science. This will be done through a science activity-based program that will be used in conjunction with the Core Knowledge science program.

Annually, all Flagstaff students participate in the STEM Fair. This activity is the clearest expression of each student's ability to act scientifically. Projects are based in topics from among Science, Technology, Engineering and Mathematics and involve deep exploration into questions designed by the students themselves. STEM Fair involves lots of support in school from all of the Middle School teachers, industrial partners, parents and others. Depending on their success, students may move from the classroom projects to the Flagstaff Academy STEM Fair, the Cordon Pharma Regional Science Fair in Boulder, The SVVSD Tech Fair or the Colorado State Science Fair in Ft Collins.

Greenhouse Programming

Flagstaff Academy has a 750 square foot Growing Spaces grow dome - The Randall Geo-Conservatory - as a part of our facility and curriculum. The purpose of greenhouse work is for children of all ages to enjoy first hand where our food

comes from. Each year at Flagstaff, each class has the opportunity to do a project in the dome. The dome also includes an aquaponics system that demonstrates a full ecocycle through using fish waste to fertilize plants that filter the water for the fish. Through partnerships with local farms and SVVSD Nutrition Services, Flagstaff Academy hosts Harvest Days where students can see how fruits and vegetables grown in the greenhouse taste in a fresh and a prepared option.

Approach to Technology

Technological integration is purposeful and integrated along a continuum. From Kindergarten through 8th grade, the Google Apps for Education are the primary tools we use. At every level of the organization, we use cloud computing to collaborate, record and present our work. Technology is integrated into classrooms as tools for students to use during their Flagstaff Academy, Inc. academic experience. Students work in collaborative documents, create presentations and conduct online research in science, mathematics, history and language arts. Students compose videos, musical scores, and interact with various web-based applications in their classrooms, but their foundational skills are nurtured in Tech Lab and in the Library Media Center (LMC).

In the Elementary grades, students participate in Tech Lab programming on a weekly basis. In Tech Lab, students gain proficiency with keyboarding, are exposed to the Google Apps for Education platform, website design, computer animation, programming, and learn about Digital Citizenship. Every grade has a mobile cart of Google Chromebooks that be used to instantly make any classroom a mobile computer lab. Our 5th grade classrooms each have their own Google Chromebooks cart to begin the introduction to 1:1 computing.

The Library Media Center is much more than a place to check out books (and e-readers), though there are plenty of those, including popular Middle School titles. Our Teacher-Librarian teaches students how to access data safely in the online world as well as teaching our Elementary and Middle School students internet research techniques, how to determine if a source is credible, and how to search many online resources. Our library is a blend of traditional books and reading materials and modern multi-media.

In Middle School, technology continues to be utilized in every classroom. With our 1:1 Chromebooks Program, every Flagstaff Academy middle school student is issued a Google Chromebook for their educational career at Flagstaff Academy. The 1:1 program allows our students to easily access online content that enriches their Core Knowledge Sequence.

Additionally, we have a pre-engineering program called Gateway to Technology GTT. This elective-based program provides students with exposure to advanced computing and engineering skills through various technological modalities. GTT is offered every semester, with rotating class subjects, such as Flight and Space, Architecture, the Magic of Electrons (electricity), Robotics, and Green Energy Systems.

Flagstaff Academy's computer programming and robotics programs continue to thrive. We now offer multiple levels of computer programming instruction for our students. Over 75% of our incoming 6th graders elect to take a computer programming class. Our Hour of Code program, where our middle school programming students teach our K-5 students how to use program computers gained statewide attention. Two of our teachers are mentors, and several of our student alumni, are with the 1619 Up a Creek Robotics team that has gained national attention for excellence. We also offer VEX Robotics, LEGO Mindstorms robotics, and maker space programming for our students in club activities. A new Innovations Teacher position will help drive computer programming, robotics, and engineering instruction deeper into our Elementary school.

Student Involvement

Just as parent involvement is directly tied to student success, so is student involvement. Some studies suggest that it's second only to "safety and belonging" on the list of what a student needs to be successful in school. Students have a variety of opportunities to get involved at Flagstaff through after-school clubs, activities, enrichment programs, leadership opportunities, arts and athletics. Through Student Council (StuCo) and National Junior Honor Society (NJHS), students are actively partnered with the Parent Teacher Organization (PTO) to support events that enhance our connectedness as a learning community. Flagstaff Academy is home to the only student-produced and professionally-printed K-8 newspaper in the district. Our journalism staff is composed of select middle-school students who write and produce the monthly paper from start to finish.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

As our school wide population increases, so does our population of English Language Learners, and we feel the best way to serve them is through compliance with all District early identification testing. We will train all of our teachers in ELL instruction, with a focus on inclusion and sheltered instruction. In addition, we will be providing direct instruction in compliance with OCR requirements. In school year 2013-14, Flagstaff Academy's ELL instruction resulted in the top ranking in the state by Colorado Department of Education, and top ten in the state in 2014/15. We will continue to provide top-quality ELL instruction.

The School will follow the District's procedures for identifying, assessing and exiting English language learners. All students indicating another language on their Home Language Survey will be given to the district for initial screening for appropriate initial identification status. Students that have been identified as NEP or LEP will be assessed using CELA until they have reached FEP status. We will then deliver direct instruction to identified students in alignment with District identification, instruction, and protocols. Once students have reached FEP status, we will monitor those students using the monitoring plan in Alpine Achievement. For two years, we will use internal assessments, report card grades, and CMAS to track the progress of these students.

The Implementation of our preschool program focuses on early identification and intervention for at risk students, including English Language Learners. Our preschool Director has an advanced degree in Second Language Acquisition.

EXHIBIT H

ADDITIONAL SERVICES AGREEMENT

EXHIBIT H

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__X___ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes__X___ 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 ____, 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 _____ 6-12-13
John Creighton Date
President, SVVSD Board of Education

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 _____ 7-12-13
~~Allison Schnell~~ Gina Dattilo Date
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

_____ 7/30/13
Tony Carey Date

_____ 6/3/13
Patty Cragg Date

_____ 7/18/13
~~Tom Cooper~~ Tina Nuechterlein, Vice President Date
for Imagine at Firestone Board of Directors

_____ 7-8-13
~~Robert DuBois~~ Kathy DeMatteo Date
New Board President at Twin Peaks Charter as of June 19, 2013

_____ 6-12-13
Jennifer Kemp Date

ATTACHMENT B

ARRINGTON LAW FIRM

3801 East Florida Avenue, Suite 830
Denver, Colorado 80210
website: arringtonpc.com

June 10, 2016

Wayne D. Granger
Executive Director
Flagstaff Academy
2040 Miller Drive
Longmont, Colorado 80501

Re: Enrollment Issue

Dear Mr. Granger:

You have asked me for my opinion regarding a complaint about Flagstaff Academy's enrollment policy. Specifically, the complaining party claims that giving an enrollment preference to the students in the school's preschool program violates federal law. The complaining party is wrong for the reasons set forth below.

The complaining party states that "20 U.S.C. 7221i(1)(H) [*sic*] requires that when a charter school is over-subscribed (more students apply for admission than can be admitted), the charter must utilize a lottery to determine admission. However, at least two (not all of the charter's enrollment policies or contracts with the district are publicly available online) SVVSD charter schools employ a "first come, first served" enrollment system instead- Flagstaff Academy and St Vrain Community Montessori."

The statute to which the complaining party alludes is 20 U.S.C. § 7221i, which is entitled "**Definitions**." The specific provision to which the complaining party refers is highlighted in bold below:

> In this part: . . . (2) Charter school
>
> The term "charter school" means a public school that—
>
> (A) in accordance with a specific State statute authorizing the granting of charters to schools, is exempt from significant State or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of this paragraph;
>
> (B) is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction;
> (C) operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency;

(D) provides a program of elementary or secondary education, or both;

(E) is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;

(F) does not charge tuition;

(G) complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), section 1232g of this title (commonly referred to as the "Family Educational Rights and Privacy Act of 1974"), and part B of the Individuals with Disabilities Education Act;

(H) is a school to which parents choose to send their children, and that—

(i) admits students on the basis of a lottery, consistent with section 7221b(c)(3)(A) of this title, if more students apply for admission than can be accommodated; or

(ii) in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i);

(I) agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State, unless such State audit requirements are waived by the State;

(J) meets all applicable Federal, State, and local health and safety requirements;

(K) operates in accordance with State law;

(L) has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually

agreeable to the authorized public chartering agency and the charter school; and

(M) may serve students in early childhood education programs or postsecondary students.

As is obvious from the title of the statute, its purpose is to define the term "charter school." It is not a prescriptive rule of law requiring any particular school to adhere to its provisions. At the introductory phrase makes clear, it is a definitional provision that applies only "in this part" of federal law. The "part" to which that phrase refers can be discerned by tracing the provision down in the United States Code from title to chapter to subchapter to part as follows:

Title 20. Education
Chapter 70. Strengthening and Improvement of Elementary and Secondary Schools
Subchapter IV. 21st Century Schools
Part C. Expanding Opportunity Through Quality Charter Schools

In summary, therefore, the purpose of the statute referenced by the complaining party is to define the term "charter school" for the federal grant program entitled "Expanding Opportunity Through Quality Charter Schools, 20 U.S.C. §§ 7221 through 7221j. The United States Department of Education refers to Part C as the "Charter Schools Program."

Nothing in federal law, including but not limited to the Charter Schools Program, affirmatively requires any school to admit students on the basis of a lottery. Instead, the purpose of the definitional section is to designate the subset of charter schools that are eligible for federal grants under the Charter Schools Program. Thus, a school that does not admit students on the basis of a lottery does not qualify as a "charter school" eligible for grant funding under the statute. That does not mean, however, that the non-lottery admission program is illegal.

The United States Department of Education has specifically affirmed this conclusion in its *Charter Schools Program Title V, Part B of the ESEA Nonregulatory Guidance* published in January 2014 (the "DOE Guidance").[1] The DOE Guidance states:

A. General Provisions of the Charter Schools Program (CSP)

A-1. What is the purpose of the CSP?

The primary purpose of the CSP (title V, part B, subpart 1 of the ESEA) is to expand the number of high-quality charter schools available to students across the Nation by providing Federal financial assistance for charter school planning,

[1] It is ironic that the complaining party also cites the DOE Guidance, because when one actually understands what that document says (instead of pulling snippets out of contact), it completely and unambiguously undermines the complaining party's position.

> program design, and initial implementation; and to evaluate the effects of charter schools, including their effects on students (in particular, on student academic achievement), staff, and parents. The program also encourages, through statutory funding priorities, the creation of strong State charter school laws that are designed to provide for the establishment of high-quality charter schools. An additional purpose is to encourage States to provide support to charter schools for facilities financing in amounts commensurate with the amounts they typically provide to regular public schools for that purpose. 20 U.S.C. 7221.
>
> **A-2. How does the statute define a charter school?**
>
> Charter schools are authorized under individual State charter school laws. *The enactment of State charter school laws is solely a State prerogative, and the definition of a "charter school" under State law is a matter of State policy. However, in order to receive CSP funds, a charter school must meet the definition in section 5210(1) of the ESEA*, which is as follows: . . .

DOE Guidance, p. 7 (emphasis added).

The italicized text is key. The Department of Education specifically affirms that states are free to enact any charter school policy they choose, because that is a matter of "state prerogative." However, only charter schools that meet the federal definition are eligible to receive federal Charter School Program grant funds.

The complaining party does not understand the DOE Guidance. They quote subsection E-8, which states:

> **E-8. May a tuition-based private preschool program that "feeds into" an elementary public charter school at the kindergarten level permit children enrolled in the preschool program to continue in the elementary program without going through a lottery process?**
>
> No. *In order to qualify for funds under the CSP*, a "charter school" must, in addition to meeting other requirements, be created as a public school and may not charge tuition. Therefore, the private preschool would not qualify as a charter school and would have to be operated separately from the elementary "charter school". Accordingly, all applicants to the charter school, including students attending the private preschool, would have to be selected by lottery if there are more applicants than there are spaces available. See also B-10.
>
> However, the statute does not preclude an elementary charter school in this type of situation from holding its lottery a few years early (e.g., when students are ready to enroll in the preschool). Under this approach, the charter school would have an affirmative responsibility to inform prospective applicants that winning the lottery

> does not require them to enroll in the private preschool. Thus, any child selected through the lottery would be guaranteed a slot in kindergarten a few years later, whether or not he or she enrolls in the preschool program.
>
> Additionally, given the high mobility of children and families, schools that choose to exercise this option should ensure that families in the area, including those new to the area or that were not aware of the previous lottery are given the opportunity to apply for admission. Such admissions policies must meet the requirements of the CSP and might include holding a second lottery to fill vacancies created by normal attrition or the failure of early lottery winners to enroll in the charter school. 20 U.S.C. 7221b(b)(3)(E) and (b)(3)(I); and 7221i(1)(F) and (1)(H).

DOE Guidance, pp. 21-22 (emphasis added).

The very section cited by the complaining party undermines their assertion that an enrollment lottery is an affirmative requirement of federal law. The first sentence begins, "In order to qualify for funds under the CSP, . . ." Again, the issue is eligibility for grant funds. It is not an affirmative statutory or regulatory prescription requiring each charter school to have a lottery. This is explicitly stated in subsection E-2:

> **E-2. Under what circumstances must a charter school use a lottery?**
>
> **A charter school receiving [Charter School Program] funds must use a lottery** if more students apply for admission to the charter school than can be admitted. A charter school with fewer applicants than spaces available does not need to conduct a lottery. 20 U.S.C. 7221i(1)(H).

DOE Guidance, p. 18 (emphasis added).

In summary, therefore, no provision of federal law affirmatively requires any charter school to adhere to any particular enrollment procedure. The federal Charter School Program statute and the DOE Guidance require a charter school to have a lottery as a condition to eligibility for grant funds only. Neither the statute nor the guidance requires any charter school to have any particular enrollment policy if it does not seek grant funds.

As the DOE Guidance states, each state is free to enact its own policy regarding charter school enrollment issues. The Colorado policy for charter school enrollment is set forth in the Charter Schools Act. Specifically, subsection 104(3) of the Act states:

> A charter school shall be subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, or need for special education services. A charter school shall be subject to any court-ordered desegregation plan in effect for the chartering school district. Enrollment in a

> charter school must be open to any child who resides within the school district; except that no charter school shall be required to make alterations in the structure of the facility used by the charter school or to make alterations to the arrangement or function of rooms within the facility, except as may be required by state or federal law. **Enrollment decisions shall be made in a nondiscriminatory manner specified by the charter school applicant in the charter school application.**

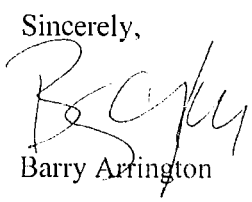
C.R.S. § 22-30.5-104(3) (emphasis added).

Under the highlighted language, each Colorado charter school is free to design its own enrollment policy so long as it is not illegally discriminatory. In 1994 the General Assembly amended subsection 104(3) in section 1 of S.B. 94-215, which added the last sentence (highlighted above). I am familiar with the history of this amendment, because it was enacted at my request. Jefferson County School District was attempting to force Jefferson Academy (the school that Denise Mund and I founded) to use a strict lottery admissions policy. We requested this statutory change to ensure that each charter school (and not its authorizing district) would control its own admissions policy.

Since that time over 200 charters schools have been approved and opened in Colorado, and every one of those charter schools has its own unique admissions policy. Many of the charter schools design their policy to comply with the DOE Guidance in order to be eligible for federal grants (especially the federal startup grant). Many other schools, especially those no longer eligible for federal startup grant funds, take no heed of the federal guidelines in designing their policies. Indeed, some districts work with the schools to design admissions policies that would not comply with the DOE Guidelines. For example Falcon 49 and Douglas County have charter schools that have geographic set asides for the local neighborhoods. Those geographic set asides are perfectly legal, but they make the schools ineligible for federal grants.

In conclusion, the complaining party is wrong. Federal law does not require charter schools to have a strict lottery-based enrollment policy. Federal law specifically leaves charter school enrollment policy to the states. In Colorado the statute was specifically amended to give Colorado charter schools maximum flexibility and autonomy in their enrollment decisions.

Sincerely,



Barry Arrington

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Imagine Charter School at Firestone Contract Renewals

RECOMMENDATION

That the Board of Education approve the 2016-2019 contract with Imagine Charter School at Firestone.

BACKGROUND

The District has negotiated a standardized three-year contract document with the charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Imagine's contract specifies that they have a public preschool, and they will purchase services from the District in lieu of receiving some federal and state grant funds directly.

The contracts were discussed at the May 25 and June 8, 2016 Board Meetings, and are presented individually for approval.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
Imagine Charter School at Firestone

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
Imagine Charter School at Firestone

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 Imagine Charter School at Firestone, 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 2031-32, 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 Charter School Name.

Charter Board shall mean the Charter School 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 2015.

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.

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.

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

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, 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 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 3.2.5.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 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)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – March 15
        iv. Proposed Budget – April 15
        v. Charter Board 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 1 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 provided on the completed CDE Employee Data Collection Form.

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 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 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.b 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 3.2.5 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 3.4.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 Section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.5.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.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted 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.

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.

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.

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.

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 8, including other ancillary activities.

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 shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District representative 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 services 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 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. 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.

c. Admission of applicants with an IEP 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 shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such 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 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 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 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 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 will hire its own special education teacher(s), school special education facilitator and paraprofessionals subject to review and acceptance of the required licensing 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), 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 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, 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.

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 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 by the District. 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) 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 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.

6. Annual accounting. 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 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 26, 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 25 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 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 25 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 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 3.2.5.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 Section 3.5.e.

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 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. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including 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 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 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's substitute scheduling system. The School 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**). 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.

10.7 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. 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 Charter 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 Charter expires. If the Board of Education decides to not renew the Charter, 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 __ 2016.

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

BBBG	Board Elections
BC	School Board Member Conduct
BCB	Conflict of Interest
BDF	Committee Policy
BE	School Board Meetings
BEDH	Public Participation at School Board Meetings
BG	Policy Adoption
CBA/CBC	Qualifications, Powers and Responsibilities of Superintendent (Job Description)
CC	Administrative Organization
CH	Policy Implementation
DB	Annual Budget
DB/DB -E	Annual Budget, Determination of Budget Priorities
DBD	Determination of Budget Priorities
DBG	Budget Adoption
DD	Grants Management
DG	Banking Services
DGA/DGB	Authorized Signatures/Check-Writing Services
DH	Bonded Employees and Officers
DIE	Annual Audit
All DJ	Purchasing Authorization
DJB/DJB-R	Purchasing Procedures
DJE	Procurement Procedure
DKC	Employee/Expense authorization Reimbursement
DLB/DLB-R	Retirement Plans
DN/DN-R	School Properties Disposition
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEBA	School Transportation Vehicles
EF/EFAA/EFC	Food Services
All F	Facilities Planning and Development
All G	(Except GBA, CBAA, GBEA, GBEC, GBEF)
All H	Negotiations
IC/ICA	School Year/School Calendar
IFC	Multiculturalism
All IG	Curriculum Development
IHAM/IHAMA	Health and Family Life/Sex Education
IHBEA	English Language Learners
IHBF	Homebound Instruction
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IKA/IKA-R	Grading/Assessment Systems
IKE	Promotion, Retention and Acceleration of Students

JC	School Attendance Areas
JF	Admissions and Denial of Admissions
JH/JH-R	Student Absences and Excuses
JIC	Student Conduct
JICA	Student Dress
JICDE	Bullying Prevention and Education
JIH	Student Interrogations, Searches and Arrests
All JJ	Student Activities (Student Groups, Intramural and Extracurricular)
All JK	Student Discipline
JQ/JQ-E/JQ-R	Student Fees, Fines and Charges
KEC/KEF	Public Concerns/Complaints about Instructional Resources, Teaching Methods
KF	Community Use of School Facilities
KH	Public Gifts to Schools
KHB	Advertising and Sponsorships
LDA/LDA-R	Student Teaching and Internships

Automatic state waivers:

State Statute Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries

22-1-112, C.R.S	School Year-National Holidays

Non-automatic state waivers:

C.R.S. SS 22-9-106 Local Board of Education - Duties
Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state board, and the minimum information required in the district's written evaluation system.
C.R.S. SS 22-2-112(1)(q)(I) Educator Preparation Program Reporting
Rationale: Imagine Charter School at Firestone conducts their own personnel performance evaluations. Therefore, Imagine Charter School at Firestone should not be required to report their teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(I).
Replacement Plan: Imagine Charter School at Firestone utilizes its own personnel performance evaluation systems as agreed to in the charter school contract with St. Vrain Valley School District. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and Senate Bill 191. The methods used for the evaluation system include quality standards that are clear and relevant to the administrators' and teacher's roles and responsibilities and have the goal of improving student academic achievement. Imagine Charter School at Firestone will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
How the Impact of the Waivers will be Evaluated: The impact of the waiver will be evaluated based on student achievement results and the attainment of teacher quality standards.
Expected Outcome: As a result of this waiver, Imagine Charter School at Firestone will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school.

C.R.S. SS 22-32-109(1)(n)(1) Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.
C.R.S. SS 22-32-109 (1)(n) (II)(B) Adopt District Calendar
Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.
Replacement Plan: The final calendar and school day of Imagine Charter School at Firestone will be approved each year by the Governing Board.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the approved Application and the Contract.
Expected Outcome: As a result of this waiver, Imagine Charter School at Firestone will be able to operate with its own school year calendar and under its own schedule, which is vital to the success of its program.

C.R.S. SS 22-32-119 Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.
Rationale: Imagine Charter School at Firestone will operate its own kindergarten program in accordance with the approved Application and the Contract. Imagine Charter School at Firestone should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program, subject to the limitations in the approved Application and the Contract.
Replacement Plan: Imagine Charter School at Firestone will provide its own curriculum for kindergarten students as part of its design.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy based on the annual review of the school's effectiveness and student achievement.
Expected Outcome: Imagine Charter School at Firestone expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community and ensure that students have the time to achieve the curricular standards of the school.

C.R.S. SS 22-32-120 A Board of Education may establish, maintain, equip and operate a food service facility.
Rationale: Imagine Charter School at Firestone is requesting the authority to provide food service independently from other schools in the District.
Replacement Plan: The Board at Imagine Charter School at Firestone, will make the determination as to the food service program as well as provide for students qualifying for the free or reduced lunch program.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
How the Impact of the Waivers will be Evaluated: The use of the funds to accomplish the objectives will be assessed, as well as the effectiveness of the policy through the school's annual review.
Expected Outcome: As a result of this waiver Imagine Charter School at Firestone will be able to address food service that best meet the needs of the students as well as the facilities limitations.

C.R.S. SS 22-63-201 Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.
Rationale: Imagine Charter School at Firestone's contract with the St. Vrain Valley School District provides that Imagine Charter School at Firestone is solely responsible for selecting, supervising, disciplining, determining compensation for and terminating its' employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of highly qualified staff as defined in NCLB.
Replacement Plan: Imagine Charter School at Firestone will, where possible, hire certified teachers and principals. However, in some instances it may be beneficial for Imagine Charter School at Firestone to be able to hire teachers without a certificate and who possess unique background and/or skills or fill a need for the school. All staff teaching core content will be Highly Qualified. Imagine Charter School at Firestone will require such persons to obtain a certificate within a designated period of time.
Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.
Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.
How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the evaluation system that apply to Imagine Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.
Expected Outcome: As a result of these waivers, Imagine Charter School at Firestone will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

C.R.S. SS 22-63-202 Requires a written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.
C.R.S. SS 22-63-203 This section establishes specific requirements for the employment of probationary teachers and the renewal or not, of their contracts

Rationale: Imagine Charter School at Firestone should be granted the authority to develop its own employment contracts and terms and conditions of employment. Given the limited duration of the contract, Imagine Charter School at Firestone should not be required to give non-probationary status and probationary periods to its teachers. Imagine Charter School at Firestone will be operating differently from other schools with a unique curriculum for which having the

proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in Imagine Charter School at Firestone.

Replacement Plan: The contract between Imagine Charter School at Firestone and the St. Vrain Valley School District requires staff to be employed on a year-to-year basis as "at-will" employees.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone

How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine Charter School at Firestone including its financial reporting arrangements, as set forth in the approved application and the contract.

Expected Outcome: Imagine Charter School at Firestone expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in Imagine Charter School at Firestone.

C.R.S. SS 22-63-206 Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for St. Vrain Valley School District to make transfers with/or for Imagine Charter School at Firestone.

Replacement Plan: Imagine Charter School at Firestone will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. St. Vrain Valley School District administrators will not assign administrators or teachers to Imagine Charter School at Firestone without said teacher/administrators voluntarily proceeding through the application and employment process of Imagine Charter School at Firestone.

Duration of the Waivers: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the District.

Financial Impact: Imagine Charter School at Firestone anticipates that the requested waiver will have no financial impact upon the budget of either the District or Imagine Charter School at Firestone.

How the Impact of the Waiver will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to Imagine Charter School at Firestone including its financial reporting arrangements, as set forth in the approved Application and the contract.

Expected Outcome: Imagine Charter School at Firestone expects that, as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of the approved Application, the Contract and the Colorado Charter Schools Act, Imagine Charter School at Firestone will provide the opportunity for teachers to transfer back into the District if they so choose.

C.R.S. 22-7-1014(2)(a) Requires each district to administer the school readiness assessment to each student.

Rationale: Imagine Charter School should have the authority to implement relevant curriculum and assessments that ensure students success in higher learning. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues throughout the program.

Replacement Plan: Imagine Charter School has both a full day Kindergarten program and a half day kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.

1. Physical well-being and motor development:

• Full day students participate every 4 days in a structured physical education class meeting or exceeding state standards. Students are assessed on motor-development skills acquired throughout the year. In addition, both full day and half day students participate in 1 (half day) or 2 (Full day) recesses daily, MeMoves, and GoNoodle activities that further encourage gross motor development.

• Full day students participate every 4 days in Art education outside of the classroom and full day and half day students participate daily in art education meeting or exceeding state standards. Development of fine motor skills is achieved through of drawing, painting and make objects. Students are assessed on fine motor skills acquired throughout the year.

• Full day students participate every 4 days in music education outside of the classroom and full day and half day students participate in music education daily in the classroom meeting or exceeding state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year

• Full day students participate every 4 days in tech classes learning keyboarding and how to manipulate the various functions of the computer. Both full day and half day students participate in computer skills education in the classroom each quarter. Students are assessed throughout the year.

• Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development (based on State Standards)

• Students are instructed in the Core Virtues and Boys Town Social Skills models. This includes classroom, assembly, recess and hallway expectations as well as manners and conflict resolution protocols. Students are recognized for demonstrating positive and appropriate behavior.

• Various classroom positive behavior techniques are implemented. These include positive affirmations, positive behavior referrals, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior.

• Students are instructed in Core Virtues every day in the classroom with a new virtue highlighted each month and children receiving awards for demonstrating the virtue. This program helps students develop social-emotional skills such as making friends, managing

emotions and solving problems to set them on the path for social success and academic readiness as well as learn how to be part of a community.

• Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

3. Language and comprehension development (based on State Standards)

• Students receive instruction 90 minutes each day using RIGGS and the Innovative Kids reading program. This program works on reading, writing, listening and speaking and builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding to build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered monthly to monitor growth.

• PALS assessment is administered three times per year. Any student who does not make benchmark is progress monitored every two or three weeks to note progress. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction. Additionally, the STAR assessment is administered 4 times per year giving specific areas of strength and areas to work on for each child.

4. Cognition and general knowledge (based on State Standards)

• Students receive 60 minutes of math instruction using Math in Focus. This curriculum is based on the common core/state standards for math. Assessment is given monthly to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.

• Science – Students are instructed on various topics including: Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy
foods and rest); Introduction to Magnetism; Seasons and Weather; and Taking care of the Earth. Assessment is given regularly to monitor progress.

• History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and globe students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and North and South Pole.); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present (including Washington. Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House). Assessments are given regularly to monitor progress.

• Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas receive Response to Intervention strategies in small groups or 1:1 instruction. RtI plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. This information is housed in Alpine Achievement, which is an internet based achievement data management system. The 'warehouse' function of this program brings together achievement data from many sources, generates student and summary reports and allows for distribution to appropriate RtI personnel.

If students do not respond with adequate growth following this intervention they may be referred to a Physical/Occupational Therapist; Psychologist; Speech/Language Therapist, SPED Teacher; Counselor or Mental Health Therapist for further assessment. These assessment results are held in Alpine.

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

Duration of the Waiver: Imagine Charter School at Firestone requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: Imagine Charter School anticipates that the requested waiver will have no financial impact upon St. Vrain Valley School District or Imagine Charter School at Firestone.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to Imagine Charter School at Firestone's curriculum and the overall program design.

Expected Outcomes: Imagine Charter School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

EXHIBIT B

RECRUITMENT OUTREACH PLAN

GOAL:

Imagine Charter School at Firestone is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" grades K – 8 student population in the District attendance area it serves. This diverse student population will enrich the experience of all students at the school.

Communication:

1. All enrollment materials will be directed toward all students throughout our enrollment area, including those eligible for:
   (a) free/reduced lunch eligible students AND
   (b) academically low-achieving students
2. We will provide the free/reduced lunch eligible application (as provided to us by the District) as part of the enrollment process.
3. We will use free/reduced lunch data for assessing eligibility for waiving required fees.

Goal	Activities	Person Responsible	Timeline
Imagine will implement outreach activities specifically targeting the FRL student population	▪ Distribute enrollment materials/flyers to targeted neighborhoods in the Carbon Valley area. ▪ Provide enrollment packets and host a minimum of two community activities throughout year.	School Growth Task Force	Year-long

Parent involvement:

Imagine believes that all parents want their children to succeed in school and that parent support and involvement in a child's education increases the probability of school success. One of the ways that parents support their children is through 20 hours per family of volunteer service. Diverse opportunities exist for parents to fulfill this. Over 50% of students attending Imagine Schools nationwide are eligible for free or reduced lunch, which has given Imagine Schools substantial experience working with parents to help them contribute to their children's schools in meaningful and achievable ways.

Goal	Activities	Person Responsible	Timeline

Imagine will support parents in being partners in their child(ren)'s education	▪ Principal/teachers will work with families to find ways to fulfill the 20 hours parent volunteer agreement in order to accommodate work schedules and family needs. ▪ Opportunities exist to fulfill the required hours with alternate contributions of Treasure or Talent ▪ Staff and parent task forces will extend personal invitations to encourage involvement for those who are hesitant about volunteering at the school. ▪ Imagine provides a before- and after-school program to support working families. ▪ Imagine provides a variety of intervention services to help support students who struggle with academic focus.	Principal All staff, Before-After School Director, Interventionist	Year-long activity

Access to school

Imagine supports access to the school by a diverse population and invests thought, energy and resources to help make the school accessible to a diverse population.

Goal	Activities	Person Responsible	Timeline
Imagine will support parents in finding viable methods to get students to and from the school.	▪ We will have a parent volunteer to work with families in arranging carpools. ▪ At the Back-To-School Night, there will be a table for families to sign up to car pool. Families are encouraged utilize car pooling as a viable family transportation avenue. ▪ Enrollment to the K-8 school will be through a lottery. At this time, our preschool students do not gain automatic access to kindergarten in order to ensure that low-income families have access to our program. The exception to this is families who have been at our preschool for 2 or more years since they are already vested in our community.	Principal, Carpool Coordinator, Preschool Director	Ongoing

Language barriers

Imagine will work to minimize barriers to a diverse population enrolling at the school by attending to and minimizing language barriers. Demographics indicate the two dominant languages in the area are English and Spanish. After enrollment, Imagine will support these students in the manner described in its application.

Goal	Activities	Person Responsible	Timeline
Imagine will support parents' access to the school by reducing language barriers that prevent understanding of enrollment and attendance information.	▪ Outreach materials will be printed in English and Spanish as needed. ▪ We will provide Spanish speaker/translator during enrollment conversations as needed. ▪ Enrollment forms are provided in English and Spanish as needed.	Principal	Ongoing

EXHIBIT C

Enrollment and Waiting List I-JFBA

Enrollment Policy
Imagine Charter School at Firestone (ICSF) welcomes all students, recognizing diversity as a virtue. Thus, ICSF prohibits discrimination on the basis of disability, race, color, ancestry, national origin, creed, religion, sex, or need for special education services. The enrollment policy is designed to meet the requirements of Colorado Revised Statute 22-30.5-104(3), ensuring equal access to the school for all. Such access encompasses academically low achieving students, exceptional students, and students with special needs.

Method of Enrollment
Parents request enrollment of their child(ren) to the school by submitting an Intent to Enroll form prior to or during the school's open enrollment period. Submitting an Intent to Enroll form in no way guarantees that the child(ren) will be extended an Invitation to Enroll. The completed Intent to Enroll form is to be submitted to ICSF via personal delivery, U.S. postal mail service, or by completing the online version of the Intent to Enroll form. Students with disabilities, "at risk" students, and gifted and talented students will be enrolled in the same manner as other students. It is anticipated that enrollment requests will exceed the capacity of the school. As a result, the following criteria will be used to establish priority for admissions:

1. Currently enrolled students in good standing;
2. Siblings of enrolled students.
3. Children from founding families;*

* (Children from founding families shall not exceed 10% of enrollment.)
* (Founding Families are those who signed up as a founding family prior to the final adoption of the charter application by the St. Vrain Valley Board of Education.)

4. Preschool families that have been enrolled in Imagine Learning Center for at least 2 years.

In order to initiate the enrollment process, a blind lottery will take place each year no later than two weeks after open enrollment ends to determine the order of the grade levels in which students will be placed. Should enrollment exceed capacity for any grade level, a blind lottery will also be held within that group to determine the order that students will be admitted. Student names will be drawn and placed on a numbered waiting list. This waiting list does not guarantee admittance to the school, but simply the order in which openings will be offered. If a student is admitted and there is a sibling or siblings on a waiting list, those siblings will move to the top of their grade level list.

Open Enrollment Period
Open Enrollment for each school year will run at the same time as the District holds their Open Enrollment period. All Intent to Enroll forms received during that time will be considered for enrollment for the upcoming school year. Families that applied in a prior year but were not extended an invitation to enroll do not need to reapply if they have requested to remain on the waiting list. The Open Enrollment Period shall be advertised and made public within the school community at least fourteen (14) days prior to completion of open enrollment, so as to provide equal opportunity to all interested students.

Enrollment Acceptance

Once an opening is generated at any grade level, school personnel will contact families in order according to the wait list. Upon receiving an Invitation to Enroll, the parent(s) or legal guardian(s) of the child(ren) shall provide written Enrollment Acceptance to the school no later than midnight within seven days of receipt of the invitation. A student who accepts enrollment will be deemed a currently enrolled student, and that student's enrollment will continue beyond the current academic year, in accordance with the school's policies and procedures. If no Enrollment Acceptance is received by the school, the school will assume the parent(s) or legal guardian(s) of the child(ren) have declined to enroll the child(ren) in the school, and the school may then extend an Invitation to Enroll to another child in accordance with the process(es) detailed in the Invitation to Enroll section of this document.

Vacancies

When a vacancy is created during the school year, the vacancy may or may not be filled at the school principal's discretion, on behalf of the school. If the school chooses to fill the vacancy, priority will be given first to siblings and then follow the numbered waiting list established during the lottery process.

Adopted: October 14, 2006
Reviewed and Adopted: January 20, 2009
Updated April, 2010
Updated December, 2014

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Exhibit D

Colorado's Unified Improvement Plan for Schools for 2015-16

Organization Code: 0470 District Name: ST VRAIN VALLEY RE 1J School Code: 4333 School Name: IMAGINE CHARTER Official 2014 SPF: 3 Year

Section I: Summary Information about the School

Directions: This section provides an overview of the school's improvement plan. To complete this section, copy and paste the school's Priority Performance Challenges, Root Causes and Major Improvement Strategies from Section III and IV of the 2015-16 UIP once it has been completed. In the UIP online system, this section will populate automatically as the UIP is written.

Executive Summary

How are students performing? Where will school staff be focusing attention?

Priority Performance Challenges: *Specific statements about the school's performance challenges (not budgeting, staffing, curriculum, instruction, etc.), with at least one priority identified for each performance indicator (achievement, growth, growth gaps, PWR) where the school did not meet federal, state and/or local expectations.*

Academic Achievement:

Reading: According to STAR, our proficiency in reading has declined. However, this is in part because we have adjusted the benchmark to more accurately identify students who need focused interventions and also more closely predict PARCC performance.

Math: According to STAR, our proficiency is inconsistent. However, this is in part because we have adjusted the benchmark to more accurately "catch" students who need focused interventions and also more closely predict PARCC performance.

Academic Growth:

Reading: Lower growth in some of the upper grades according to STAR.

Math: Lower growth in 3rd, 5th, and 7th grades according to STAR.

Academic Growth Gaps:

None identified with our interim assessment.

Why is the school continuing to have these problems?

Root Causes: *Statements describing the deepest underlying cause, or causes, of the performance challenges, that, if dissolved, would result in elimination, or substantial reduction of the performance challenges.*

Root Causes for Math:

1.) Inconsistent homework philosophy.
2.) Student belief about difficulty of math and the connection between effort and success, especially at upper grades.
3.) Less of an emphasis on math professional development, which resulted in reduced fidelity in implementing Math in Focus strategies.
4.) Teacher inexperience.
5.) Need to break down standards more specifically at certain grade levels.
6.) Our students are developing number sense. The *Math in Focus* curriculum addresses this need. But we find that teachers who do not have a strong math background and deep number sense themselves, do not take advantage of all the opportunities to deepen student number sense. In particular, they may be going through the chapters with fidelity, but they do not

always see opportunities to continue to develop and encourage a development of understanding number relationships within operations.

7.) Lack of an understanding of the vertical alignment of the pieces of *Math in Focus.*

8.) Students lack operational fluency. The *Math in Focus* curriculum does not build in a good fact practice that ensures math fact fluency.

9.) Teachers are not taking full advantage of the visual (bar model) and concrete (manipulatives) components of the program.

Root Causes for ELA:

1.) Too many pieces within the curriculum, creating non-coherence in interpretation/application.
2.) Lack of personnel devoted too literacy interventions in upper grades.
3.) No intentional plan for use of instructional assistants.
4.) No consistent application of note taking strategies to aid in content comprehension.
5.) Teacher inexperience.
6.) Technical problems with implementation of *Write to Learn*
7.) Lacking common instruction around grammar.

What action is the school taking to eliminate these challenges?

Major Improvement Strategies: *An overall approach that describes a series of related actions intended to result in improvements in performance.*

Major Improvement Strategies for Math:

- Refocus on fidelity of *Math in Focus* strategies.
- Interventionist to use data to distribute instructional assistants for maximum student impact
- Analysis of research based purposes for homework.
- Professional development on developing grit.
- Professional development on student goal setting.
- Full time academic coach to assist teachers with analysis of data and focused Tier One instruction in mathematics.
- Monthly math fact fluency assessment to monitor multiplication fact mastery progress.
- Professional development around number talks and their application in the classroom.

Major Improvement Strategies for ELA:

- Implementation of new ELA curriculum (CKLA) in grades K-4
- Interventionist to use data to distribute instructional assistants for maximum student impact. This should particularly impact upper grades who do not have a literacy specialist assigned.
- Part-time use of one literacy interventionist to support interventions in grades 4 and 5.
- Note taking strategies to be taught to upper grade students.
- Coaching and focus on non-linguistic representations in all grade levels.
- Study Skills class to be taught to incoming 6th grade students.
- Full time academic coach to assist teachers with analysis of data and focused Tier One instruction in ELA.
- Continued discussion of Write Tools strategies and further professional development.
- Recommitment to the use of *Write to Learn*, allowing for student data tracking and classwide goal setting.
- Implementation of a Capstone project, begun in 5th grade and culminating in 8th. Although this project could include other disciplines, such as mathematics, science, or history, they will all require a final project, design notebook reflections, and written and speaking skills.

Major Improvement Strategies for READ Act:

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- Implementation of new ELA curriculum (CKLA) in grades K-4.
- Designated intervention time built into the schedule in grades K-4.
- Full time academic coach to assist teachers with analysis of data and focused Tier One instruction.
- Literacy specialist, literacy teacher, and literacy aid to provide additional pull-out instruction to READ students.

Access School Performance Frameworks here: http://www.cde.state.co.us/schoolview/performance

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Pre-Populated Report for the School

Directions: This section summarizes program accountability requirements unique to the school based upon federal and state accountability measures. Historically, this report has included information from the School Performance Framework; because of the state assessment transition and passage of HB15-1323, 2015 SPFs will not be created. In the table below, CDE has pre-populated the school's data in blue text. This data shows the school's performance in meeting minimum federal and state accountability program expectations.

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2015	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2016	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2016	The UIP is due to CDE for public posting on April 15, 2016 through Tracker or the UIP online system. Some program level reviews will occur at the same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uip/UIP_TrainingAndSupport_Resources.asp.

Program	Identification Process	Identification for School	Directions for Completing Improvement Plan
State Accountability			
READ Act	All schools that serve students in grades Kindergarten through 3rd Grade.	Currently serving grades K-3	Schools serving grades K-3 must include targets and strategies that address the needs of K-3 students identified as having significant reading deficiencies (e.g., instructional strategies, parent involvement strategies). Schools and districts looking for the CDE approved scientifically or evidence based instructional programs and professional development to support identified strategies may access the advisory lists at http://www.cde.state.co.us/coloradoliteracy/readact/programming
Plan Type Assignment	Plan type is assigned based on the school's overall 2014 official School Performance Framework rating (determined by performance on achievement, growth, growth gaps, postsecondary and workforce readiness).	Performance Plan	The school meets or exceeds state expectations for attainment on the 2014 SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2016 to be posted on SchoolView.org. Note that some programs may still require a review of the UIP in April. Through HB 14-1204, small, rural districts (less than 1200 students) may opt to submit their plans biennially (every other year).
ESEA and Grant Accountability			
Title I Focus School	Title I school with a (1) low graduation rate (regardless of plan type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low-achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	Not identified as a Title I Focus School	This school is not identified as a Focus School and does not need to meet those additional requirements.

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Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG Grant	This school does not receive a current TIG award and does not need to meet those additional requirements.
Diagnostic Review and Planning Grant	Title I competitive grant that includes a diagnostic review and/or improvement planning support.	Not awarded a current Diagnostic Review and Planning Grant	This school has not received a current Diagnostic Review and Planning grant and does not need to meet those additional requirements.
School Improvement Support (SIS) Grant	Title I competitive grant that supports implementation of major improvement strategies and action steps identified in the school's action plan.	Not a current SIS Grantee	This school has not received a current SIS grant and does not need to meet those additional requirements.
Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements.

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Section II: Improvement Plan Information

Additional Information about the School

Comprehensive Review and Selected Grant History		
Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name of the provider/tool used.	

Improvement Plan Information

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

- ☐ State Accreditation
- ☐ Title I Focus School
- ☐ Tiered Intervention Grant (TIG)
- ☐ Diagnostic Review and Planning Grant
- ☐ School Improvement Support Grant
- ☐ READ Act Requirements
- ☐ Other: _____

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

1	Name and Title	Nancy Box, Middle School Principal
	Email	nancy.box@imagineschools.org
	Phone	303-772-3711
	Mailing Address	5753 Twilight Ave. Firestone, CO 80504
2	Name and Title	Kia Murray, Elementary Principal
	Email	kia.murray@imagineschools.org
	Phone	303-772-3711
	Mailing Address	5753 Twilight Ave. Firestone, CO 80504

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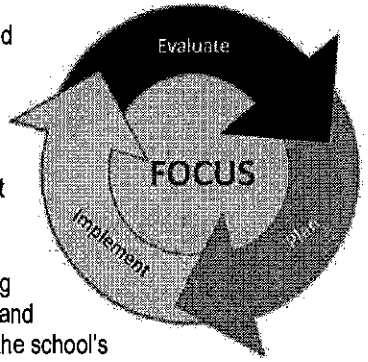
Section III: Narrative on Data Analysis and Root Cause Identification



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

Implications of Colorado Measures of Academic Success (CMAS) on Data Analysis: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, updating the data analysis this year (particularly the trend statements) may be more challenging. While the school's data analysis is still expected to be updated, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

Data Narrative for School

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

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

Narrative:

IMAGINE FIRESTONE'S VISION STATEMENT

Students at Imagine Firestone develop a foundation of wisdom prepared to be life-long learners, positive role models and virtuous citizens.

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IMAGINE FIRESTONE'S MISSION STATEMENT

The mission of Imagine Charter School at Firestone is to positively shape the hearts and minds of our students by providing them with a classical Core Knowledge curriculum that is academically rigorous and content rich, a safe environment in which character is modeled and promoted, and a community in which to build trusting relationships with others.

Description of School Setting and Process for Data Analysis

Imagine Charter School at Firestone is one of over 64 Imagine Schools across the nation and one of two Imagine Schools in Colorado. Our school uses the Core Knowledge curriculum with a Classical philosophy. During the 2014/2015 school year, Imagine Charter School at Firestone served over 650 students Kindergarten through 8th grade. Demographics include 14% low income students and 19% minority students.

The staff (classroom teachers, instructional assistants, partner teachers, administration, and the accountability team) considered three years of data related to academic performance trends. That data focused mostly on the 2014-2015 STAR data as well as our current year STAR data, which is our local data source aligned to Common Core standards. We also looked at the last three years of TCAP results and the 2014-2015 PARCC data when it became available to guide our discussions. Staff participates in data driven dialogue during grade level data conversations with the Academic Coach as well as with the Dean of Students. During these conversations, staff makes ongoing predictions about data and trends. From this information, we identify priority needs at the classroom level. Our Intervention (MTSS) Academy takes this data and identifies priority needs at the school level. Action steps are created at both levels. Our goal is to continually monitor and update the data analysis and action steps. This analysis is brought before the Accountability Committee to provide further guidance and oversight.

Trend and Priority Performance Needs

TCAP:

We met state targets in reading, writing and math. Even though we have met these targets, our percentage of students scoring P/A in writing has remained relatively stagnant over the past five years with growth in our elementary score in 2013.

% P/A in Writing	2009	2010	2011	2012	2013	2014
3rd-5th	51	60	63	60	66	61
6th-8th grades	64	62	60	63	62	63

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PARCC:

Last year was the baseline year for PARCC. The percentage of students who met or exceeded expectations is listed below.

Percentage of Students "Met" or "Exceeded" Expectations in English Language Arts

ELA03	ELA04	ELA05	ELA06	ELA07	ELA08
46	38	50	53	29	34

Percentage of Students "Met" or "Exceeded" Expectations in Math

MAT03	MAT04	MAT05	MAT06	MAT07	MAT08	ALG01
31	31	26	25	23	8	55

STAR:

This norm-referenced test gives us both benchmark and growth data in Reading and Math.

% Students Scoring at or above Benchmark on the STAR in READING by Quarter

	1st grade	2nd grade	3rd grade	4th grade	5th grade	6th grade	7th grade	8th grade	Overall
Q4, 2015	73	69	67	63	66	54	59	52	
Q1	46*	46	53	53	54	47	49	52	50
Q2	42	64	71	64	66	53	60	60	60
Q3	52	66	61	70	55	48	53	63	59
Q4, 2016									

*Based on STAR reading, no STAR early literacy

% Students Scoring at or above Benchmark on the STAR Early Literacy by Quarter

	Kinder	1st grade
Q4, 2015		
Q1	51	71
Q2	61	N/A
Q3		N/A
Q4, 2016		

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% Students Scoring at or above Benchmark on the STAR in MATH by Quarter

	1st grade	2nd grade	3rd grade	4th grade	5th grade	6th grade	7th grade	8th grade	Overall
Q4, 2015	78	77	73	58	56	63	44	67	
Q1	58	52	71	59	53	42	62	50	56
Q2	74	71	70	78	65	42	62	60	67
Q3	79	69	73	70	59	57	62	55	67
Q4, 2016									

Growth Summary:

TCAP Math Median Growth Percentile

	2012	2013	2014
Grades 4-5	52	50	25
Grades 6-8	35	55	58

TCAP Writing Median Growth Percentile

	2012	2013	2014
Grades 4-5	53	55	41
Grades 6-8	49	41	50

TCAP Reading Median Growth Percentile

	2012	2013	2014
Grades 4-5	57	59	38
Grades 6-8	51	49	50

Our elementary student growth was less than the state median growth percentile in reading, writing, and math. Our middle school students met or exceeded the state median growth percentile in reading, writing, and math. In elementary, FRL grew more than non-FRL in reading (41/38), math (29/25) and writing (46/41). In middle school reading minority students grew about the same as non-minority students (51/50).

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Learning Gain Growth K-8

	SAT-10 2012	SAT-10 2013	SAT-10 2014	STAR 2015	STAR 2016	
Reading	1.01	1.00	1.02	1.04	1.06	
Math	1.05	1.05	1.04	1.03	1.03	

Root Cause: Low Growth in Math

When looking at this priority trend, we examined data from the TCAP and the STAR Benchmark assessments. Our students are making progress in math, and we have received a "meets" rating for both elementary and middle school, but we are not satisfied with our growth rate and particularly our growth gaps. This is the fourth year grades K-8 are implementing *Math in Focus* with fidelity.

Our analysis led us to the following root causes.

1.) Inconsistent homework philosophy.
2.) Student belief about difficulty of math and the connection between effort and success, especially at upper grades.
3.) Less of an emphasis on math professional development, which resulted in reduced fidelity in implementing Math in Focus strategies.
4.) Teacher inexperience.
5.) Need to break down standards more specifically at certain grade levels.
6.) Our students are developing number sense. The *Math in Focus* curriculum addresses this need. But we find that teachers who do not have a strong math background and deep number sense themselves, do not take advantage of all the opportunities to deepen student number sense. In particular, they may be going through the chapters with fidelity, but they do not always see opportunities to continue to develop and encourage a development of understanding number relationships within operations.
7.) Lack of an understanding of the vertical alignment of the pieces of *Math in Focus*.
8.) Students lack operational fluency. The *Math in Focus* curriculum does not build in a good fact practice that ensures math fact fluency.
9.) Teachers are not taking full advantage of the visual (bar model) and concrete (manipulatives) components of the program.

Root Cause: Low Growth in Writing (ELA)

When looking at this priority trend, we examined data from the TCAP as well as our data from last year's writing benchmark assessments. We continued our focus on writing last year, with Professional Development around The Write Tools. This PD was given to all teachers in grades K-8. Due to technical difficulties and a change in personnel, the Middle school did not use *The Write to Learn* program which gives students instant feedback on their writing. We are continuing to administer common writing assessments. This year, we will further our PD around *The Write Tools*. As well, teachers are re-implementing *The Write to Learn*.

Another area of focus for this year is grammar. Teachers in grades K-4 are teaching grammar explicitly using the new Language Arts curriculum CKLA. Teachers in grades 5-8 are looking at implementing grammar instruction using the Magic Lens as a philosophical approach.

Our analysis led us to the following root causes:

Root Causes for ELA:

1.) Too many pieces within the curriculum, creating non-coherence in interpretation/application.
2.) Lack of personnel devoted too literacy interventions in upper grades.
3.) No intentional plan for use of instructional assistants.
4.) No consistent application of note taking strategies to aid in content comprehension.
5.) Teacher inexperience.
6.) Technical problems with implementation of *Write to Learn*
7.) Lacking common instruction around grammar.

READ Act:

Students with a Significant Reading Deficit

2013-2014	PALS				
	Kinder	1st	2nd	3rd	Total
Fall	12	27	21	11	71
Winter	16	41	10	17	84
Spring	8	30	9	9	56

During the 2013-2104 school year, we used READ funds to purchase Leveled Literacy Intervention kits. Our literacy specialist worked with three reading instructional assistants to implement this researched based intervention program. Our literacy specialist worked with the lowest students on targeted reading intervention, plus these students received LLI time and their in-classroom reading instruction. The total number of students with a significant reading deficit decreased over the year.

2014-2015	PALS	STAR			
	Kinder	1st	2nd	3rd	Total
Fall	19	17	15	8	59
Winter	14	11	13	10	48
Spring	5	11	8	6	30

We changed our model slightly during the 2014-2015 school year. Our reading intervention staff consisted of a reading specialist, a reading teacher, and one reading interventionist. We continued to implement the LLI kits as well as targeted reading intervention. We continued to see a decrease in the number of students with a significant reading deficit.

2015-2016	PALS	STAR			
	Kinder	1st	2nd	3rd	Total
Fall	14	14	16	7	51
Winter	17	16	5	10	48
Spring	6	11	15	17	49

This year we are continuing with the same reading intervention structure. All READ students receive tier 1 classroom instruction. The classroom teacher also pulls these students for in-class reading groups. These students then receive pull-out services during their intervention block from a literacy teacher or aide.

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

Directions: This chart supports analysis of progress made towards performance targets set for the 2014-15 school year (last year's plan). While this worksheet should be included in your UIP, ***the main intent is to record your school's reflections to help build your data narrative.***

Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
Academic Achievement (Status)	At least 80% of elementary students and at least 65% of middle school students will score proficient or advanced on the PARCC math assessment by the end of the 2015-2016 school year.	Did not meet 29% of elementary students and 28% of middle school students met or exceeded expectations on the PARCC math assessment.	This was a benchmark year for PARCC, so we were not sure where to set our goals. Now that we have this benchmark data, we will be able to set rigorous but reasonable goals.
	At least 80% of all students will score proficient or advanced on the PARCC ELA assessment by the end of 2015-2016.	Did not meet 45% of elementary students and 41% of middle school students met or exceeded expectations on the PARCC ELA assessment.	
Academic Growth	Students will grow 1.06 (up from 1.04 from 2013/2014 school year – 2% growth) as measured by STAR math assessments by the end of the 2014-2015 school year.	Did not meet 62% of students made expected or greater learning gains in math, with a mean learning gain of 1.03 The mean learning gains by quartile were: Quartile 1: 1.10, Quartile 2: 1.03 Quartile 3: 1.02 Quartile 4: 0.99	Target in math was not met. We are continuing to analyze this, but look forward to a trend over time in using the STAR data. With our renewed focus on ELA, we did not maintain the same level of focus in math and some of our math practices, that we assumed were institutionalized, have not progressed as planned.
	Increase ELA performance by growing students 1.04 (up from 1.02 in the 2013/2014 school year – up 2%) as measured by STAR reading by the end	Met. 71% of students made expected or greater learning gains in reading, with a mean learning gain of 1.05 The mean learning gains by quartile were as	Target in reading was met. We did a lot of professional development around reading strategies, close reading and annotated text.

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Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
	of 2014-2015.	follows: Quartile 1: 1.10 Quartile 2: 1.06 Quartile 3: 1.04 Quartile 4: 1.01	We notice, particularly in math, the need to differentiate more to reach our upper quartile students. We are also looking at off-level scoring for our students in the 99th percentile to ensure that we are appropriately tracking their growth.
Academic Growth Gaps		The mean learning gains by quartile were as follows: Quartile 1: 1.10 Quartile 2: 1.03 Quartile 3: 1.02 Quartile 4: 0.99 Quartile 1: 1.10 Quartile 2: 1.06 Quartile 3: 1.04 Quartile 4: 1.01	
Postsecondary & Workforce Readiness	N/A		

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Worksheet #2: Data Analysis

Directions: ***This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.*** Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data, when available, and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. In most cases, this should just be an update to the plan from 2014 since the SPF has not changed for 2015. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
Academic Achievement (Status)	Reading – % Proficient and Advanced	According to STAR, our proficiency has declined. We are not comparing the same assessments from 2014 to 2015.	1.) Too many pieces within the curriculum, creating non-coherence in interpretation/application. 2.) Lack of personnel devoted too literacy interventions in upper grades. 3.) No intentional plan for use of instructional assistants. 4.) No consistent application of note taking strategies to aid in content comprehension. 5.) Teacher inexperience. 6.) Technical problems with implementation of *Write to Learn* 7.) Lacking common instruction around grammar.

Grade Level	TCAP 2012	TCAP 2013	TCAP 2014	STAR 2015 At or above NCE 50
K				
1				73
2				69
3rd-5th	82	81	81	
3rd	82	81	84	67
4th	78	81	73	63
5th	89	83	80	66
6th-8th	76	75	76	
6th	75	84	81	54
7th	66	77	82	59
8th	83	64	69	52

71% of students made expected or greater learning

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	gains in reading, with a mean learning gain of 1.05 The mean learning gains by quartile were as follows: Reading - Quartile 1: 1.10, Quartile 2: 1.06, Quartile 3: 1.04, Quartile 4: 1.01		
	Writing – % Proficient and Advanced Grade Level / TCAP 2012 / TCAP 2013 / TCAP 2014 3rd-5th: 60 / 66 / 61 3rd: 54 / 59 / 60 4th: 59 / 68 / 49 5th: 69 / 74 / 60 6th-8th: 63 / 62 / 63 6th: 59 / 67 / 64 7th: 60 / 62 / 73 8th: 68 / 55 / 50	No standardized assessment results available.	1.) Teacher experience, further PD needed 2.) Technical problems with implementation of Write to Learn 3.) Common instruction around grammar needed
			1.) Inconsistent homework philosophy. 2.) Student belief about difficulty of math and the connection between effort and success, especially at upper grades. 3.) Less of an emphasis on math professional development, which resulted in less fidelity in implementing Math in Focus strategies. 4.) Teacher inexperience. 5.) Need to break down standards more specifically at certain grade levels. 6.) Our students are developing number sense. The *Math in Focus* curriculum addresses this need. But we find that

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	Math – % Proficient and Advanced Grade Level / TCAP 2012 / TCAP 2013 / TCAP 2014 / STAR 2015 At or above NCE 50 1: 78 2: 77 3rd-5th: 76 / 74 / 72 3rd: 78 / 71 / 70 / 73 4th: 77 / 82 / 63 / 58 5th: 75 / 71 / 67 / 56 6th-8th: 52 / 60 / 58 6th: 55 / 63 / 64 / 63 7th: 48 / 64 / 57 / 44 8th: 55 / 53 / 60 / 67 62% of students made expected or greater learning gains in math, with a mean learning gain of 1.03 The mean learning gains by quartile were as follows: Math – Quartile 1: 1.10, Quartile 2: 1.03, Quartile 3: 1.02, Quartile 4: 0.99	According to STAR, our proficiency is inconsistent. We are not comparing the same assessments from 2014 to 2015.	teachers who do not have a strong math background and deep number sense themselves, do not take advantage of all the opportunities to develop student number sense. In particular, they may be going through the chapters with fidelity, but they do not always see opportunities to continue to develop and encourage a development of understanding number relationships within operations. 7.) Students lack operational fluency. The *Math in Focus* curriculum does not build in a good fact practice that ensures math fact fluency. 8.) Teachers are not taking full advantage of the visual (bar model) component of the program.

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
Academic Growth	Academic Growth in Reading	Lower growth in some of the upper grades.	1.) Too many pieces within the curriculum, creating non-coherence in interpretation/application. 2.) Lack of personnel devoted too literacy interventions in upper grades. 3.) No intentional plan for use of instructional assistants. 4.) No consistent application of note taking strategies to aid in content comprehension. 5.) Teacher inexperience. 6.) Lacking common instruction around grammar.

	TCAP				STAR
Grade Level	12-13	13-14	12-13 % Catching Up/ Keeping Up/ Moving Up	13-14 % Catching Up/ Keeping Up/ Moving Up	2014-2015 STAR learning gains
1st					1.15
2nd					1.13
3rd					1.06
4th-5th	59		39/87/30	27/64/16	
4th	56		-/85/31	-/68/14	1.03
5th	59		-/90/28	-/60/17	1.05
6th-8th	49		26/85/16	29/77/10	
6th	65		-/85/24	-/77/6	1.03
7th	58		-/81/5	-/77/12	0.98
8th	39		-/89/21	-/77/13	1.01

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	Academic Growth in Writing		1.) Too many pieces within the curriculum, creating non-coherence in interpretation/application. 2.) Lack of personnel devoted too literacy interventions in upper grades. 3.) No intentional plan for use of instructional assistants. 4.) No consistent application of note taking strategies to aid in content comprehension that translates into writing about text. 5.) Teacher inexperience. 6.) Technical problems with implementation of *Write to Learn* 7.) Lacking common instruction around grammar.

	TCAP					
Grade Level	11/12	12/13	13/14	11-12 % Catching Up/ Keeping Up/ Moving Up	12-13 % Catching Up/ Keeping Up/ Moving Up	13-14 % Catching Up/ Keeping Up/ Moving Up
4th - 5th	53	55		27/80/30	48/85/43	22/66/26
4th	53	54		30/79/34	46/84/51	23/66/21
5th	53	59		-/81/26	52/87/34	22/67/28
6th - 8th	49	41		17/75/14	21/68/8	19/75/13
6th	44	41		-/68/7	-/77/10	-/77/14
7th	57	34		-/81/27	33/50/7	-/90/25
8th	50	51		-/78/-	14/76/-	-/60/0

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	Academic Growth in Math	Lower growth in 3rd, 5th, and 7th grades.	1.) Inconsistent homework philosophy. 2.) Student belief about difficulty of math and the connection between effort and success, especially at upper grades. 3.) Less of an emphasis on math professional development, which resulted in less fidelity in implementing Math in Focus strategies. 4.) Teacher inexperience. 5.) Need to break down standards more specifically at certain grade levels. 6.) Our students are developing number sense. The *Math in Focus* curriculum addresses this need. But we find that teachers who do not have a strong math background and deep number sense themselves, do not take advantage of all the opportunities to develop student number sense. In particular, they may be going through the chapters with fidelity, but they do not always see opportunities to continue to develop and encourage a development of understanding number relationships within operations. 7.) Students lack operational fluency. The *Math in Focus* curriculum does not build in a good fact practice that ensures math fact fluency. 8.) Teachers are not taking full advantage of the visual (bar model) component of the program.

	TCAP				STAR
Grade Level	12-13		12-13 % Catching Up/ Keeping Up/ Moving Up	13-14 % Catching Up/ Keeping Up/ Moving Up	2014-2015 STAR Learning Gains
1st					1.06
2nd					1.12
3rd					1.00
4th - 5th	50		21/73/38	11/43/14	
4th	70		-/92/60	17/55/16	1.02
5th	32		-/53/15	-/32/12	0.98
6th - 8th	55		20/56/28	15/64/22	
6th	34		-/31/28	-/44/-	1.05

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes

7th	77		36/76/42	-/74/-	0.96	
8th	59		17/68/-	-/74/-	1.07	

Academic Growth Gaps

Academic Growth Gaps in Reading

	F/R Lunch				Minority		
Level	11	12	13	14	11	12	13
Elementary	63	64	-	51	64	51	52
Middle School	59	46	59	48	49	56	60

Academic Growth Gaps in Writing

	F/R Lunch				Minority		
Level	11	12	13	14	11	12	13
Elementary	47	47	-	48	48	64	51
Middle School	38	42	49	41	36	40	40

Academic Growth Gaps in Math

	F/R Lunch				Minority		
Level	11	12	13	14	11	12	13
Elementary	55	36	-	37	31	57	51
Middle School	38	35	68	50	36	33	65

Postsecondary & Workforce Readiness

N/A

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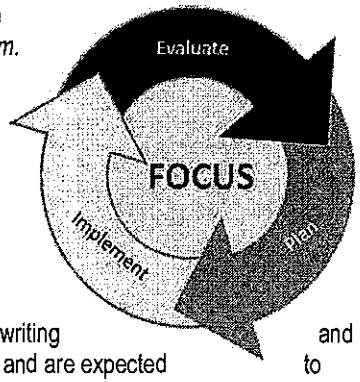
Section IV: Action Plans

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



School Target Setting Form

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

Implications of Colorado Measures of Academic Success (CMAS) on Target Setting: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, setting targets based on the percent of students scoring proficient and advanced on TCAP is not appropriate. Furthermore, CDE does not yet know if student growth percentiles and median student growth percentiles will be available for accountability, planning or reporting use. It is known that adequate growth percentiles will not be available this school year for 2014-15 results. Target setting is still expected to occur in the UIP process during this transition period. However, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

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School Target Setting Form

Performance Indicators	Measures/ Metrics	Priority Performance Challenges	Annual Performance Targets 2015-16	Annual Performance Targets 2016-17	Interim Measures for 2015-16	Major Improvement Strategy
Academic Achievement (Status)	CMAS/PARCC, CoAlt, K-3 literacy measure (READ Act), local measures ELA	According to STAR, our proficiency has declined. We are not comparing the same CMAS assessments from 2014 to 2015.	50% meet or exceeding on PARCC for both elementary and middle school	55% meet or exceeding on PARCC for both elementary and middle school	STAR Reading Benchmark writing assessments	Implementation of new ELA curriculum (CKLA) in grades K-4 Interventionist to use data to distribute instructional assistants for maximum student impact. This should particularly impact upper grades who do not have a literacy specialist assigned. Note taking strategies to be taught to upper grade students. Study Skills class to be taught to upper grade students. Full time academic coach to assist teachers with analysis of data and focused Tier One instruction. Continued discussion of Write Tools strategies and further professional development. Recommitment to the use of Write to Learn.

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		READ	While we are decreasing the number of students with a significant reading deficit, we would like to decrease this number at a greater rate. Many of the new students transferring to our school come in significantly behind in reading.	No more than 25 students with a significant reading deficit.	No more than 20 students with a significant reading deficit.	Kindergarten – PALS 1-3 - STAR	Implementation of new ELA curriculum (CKLA) in grades K-4. Designated intervention time built into the schedule in grades K-4. Full time academic coach to assist teachers with analysis of data and focused Tier One instruction. Literacy specialist, literacy teacher, and literacy aid to provide additional pull-out instruction to READ students.
		M	According to STAR, our proficiency is inconsistent. We are not comparing the same assessments from 2014 to 2015.	40% meet or exceeding on PARCC for both elementary and middle school.	45% meet or exceeding on PARCC for both elementary and middle school.	STAR Math	Refocus on fidelity of Math in Focus strategies. Interventionist to use data to distribute instructional assistants for maximum student impact Analysis of research based purposes for homework. Professional development on developing grit. Professional development on student goal setting. Full time academic coach to assist teachers with analysis of data and focused Tier One

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							instruction.
		S					
Academic Growth	Median Growth Percentile, TCAP, CMAS/PARCC, ACCESS, local measures	ELA	Lower growth in some upper grades according to STAR.	Learning gain of 1.06 on STAR	Learning gain of 1.08 on STAR		
		M	Lower growth in 3rd, 5th, and 7th grades according to STAR.	Learning gain of 1.06 on STAR	Learning gain of 1.08 on STAR		
		ELP					
Academic Growth Gaps	Median Growth Percentile, local measures	ELA					
		M					
Postsecondary & Workforce Readiness	Graduation Rate						
	Disag. Grad Rate						
	Dropout Rate						
	Mean CO ACT						
	Other PWR Measures						

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Action Planning Form for 2015-16 and 2016-17

Directions: Identify the major improvement strategy(s) for 2015-16 and 2016-17 that will address the root cause(s) determined in Section III. For each major improvement strategy, identify the root cause(s) that the major improvement strategy will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1:

- Students will show academic growth of 1.06 (up from 1.04 from 2013/2014 school year and 1.03 from 2014-2015 school year) as measured by STAR math assessments by the end of the 2015-2016 school year.
- At least 40% of students will score proficient or advanced on the PARCC math assessment by the end of the 2015-2016 school year.

Root Cause(s) Addressed:

1.) Inconsistent homework philosophy.
2.) Student belief about difficulty of math and the connection between effort and success, especially at upper grades.
3.) Less of an emphasis on math professional development, which resulted in reduced fidelity in implementing Math in Focus strategies.
4.) Teacher inexperience.
5.) Need to break down standards more specifically at certain grade levels.
6.) Our students are developing number sense. The *Math in Focus* curriculum addresses this need. But we find that teachers who do not have a strong math background and deep number sense themselves, do not take advantage of all the opportunities to deepen student number sense. In particular, they may be going through the chapters with fidelity, but they do not always see opportunities to continue to develop and encourage a development of understanding number relationships within operations.
7.) Lack of an understanding of the vertical alignment of the pieces of *Math in Focus*.
8.) Students lack operational fluency. The *Math in Focus* curriculum does not build in a good fact practice that ensures math fact fluency.
9.) Teachers are not taking full advantage of the visual (bar model) and concrete (manipulatives) components of the program.

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

☐ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Utilization of *Math in Focus* in grades K-8	Continued implementation	Continued implementation	Nancy Box, Kia Murray, Jessica Cervantes	1 day of in-house Math in Focus training for our new teachers. No funds required.	New teachers will be trained on *Math in Focus* in July annually.	In progress
Utilization of the *Everyday Counts* Calendar Math Program in grades K-5	Continued implementation	Continued implementation	Nancy Box, Kia Murray		Annual check-ins with teachers to ensure implementation via walk throughs and lesson plan checks	In progress
Coaching and observations with the Math in Focus Curriculum	Continued implementation	Continued implementation	Jessica Cervantes	No additional funds required.	Minutes from meetings and observations	In progress
Continued focus on clear objectives matched with the appropriate instructional activity and formative assessment to provide feedback	Continued implementation	Continued implementation	Nancy Box, Kia Murray	No additional funds required.	Continual check-ins with teachers to ensure implementation via walk throughs and lesson plan checks	In progress
Support student learning via coaching of teachers on rigorous conversation around math problems, using quality questions and cooperative group learning	Continued implementation	Continued implementation	Nancy Box, Kia Murray, Jessica Cervantes	No additional funds required	Formal and informal observations followed by coaching	In progress
Implementation of visual representation in math through bar models and other	Continued implementation	Continued implementation	All math teachers	No additional funds required	Formal and informal observations followed by coaching	In progress

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Math in Focus Strategies.						
Implementation of fact math practice in class	Continued implementation	Continued implementation	All math teachers Jessica Cervantes	No additional funds required	Grades 4-8 Multiplication Fact Fluency Monthly Assessments and Data Walls	In progress
Implementation of fact math practice as homework as part of ensuring that math homework is purposeful	Continued implementation	Continued implementation	All math teachers Jessica Cervantes	No additional funds required	Grades 4-8 Multiplication Fact Fluency Monthly Assessments and Data Walls	In progress
Use of growth mindset and reflection on progress with students	Continued implementation	Continued implementation	All math teachers Jessica Cervantes	No additional funds required	Formal and informal observations followed by coaching	In progress
Provide students with rigorous problems that allow for multiple problem solving solutions using the strategy of generating and testing hypotheses	Continued implementation	Continued implementation	All math teachers Jessica Cervantes	No additional funds required	Formal and informal observations followed by coaching	In progress
Designing questions using fewer problems and deeper question techniques, stimulating curiosity in students	Continued implementation	Continued implementation	All math teachers Jessica Cervantes	No additional funds required	Formal and informal observations followed by coaching	In progress

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

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Major Improvement Strategy #2:

- Students will show academic growth in ELA of 1.06 (up from 1.02 in the 2013/2014 school year and 1.04) as measured by STAR reading by the end of the 2015-20156 school year.
- At least 50% of all students will score proficient or advanced on the PARCC ELA assessment by the end of 2015-2016.

Root Cause(s) Addressed:

1.) Too many pieces within the curriculum, creating non-coherence in interpretation/application.
2.) Lack of personnel devoted too literacy interventions in upper grades.
3.) No intentional plan for use of instructional assistants.
4.) No consistent application of note taking strategies to aid in content comprehension.
5.) Teacher inexperience.
6.) Technical problems with implementation of *Write to Learn*
7.) Lacking common instruction around grammar.

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

☐ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Implementation of The Write to Learn computer program in Middle School. This tool allows students to write more and receive frequent feedback.	Continued implementation	Continued implementation	Teresa Louis. Nancy Box	$2,700 from the general fund, followed by self-funding through student fees	Data gathered from program	In Progress
Whole school analysis of writing progress.	Continued implementation	Continued implementation	Kia Murray, Nancy Box	No funds required	Quarterly	In Progress
Ensure that content area assessments include a focus on short constructed response.	Continued implementation	Continued implementation	Kia Murray, Nancy Box	No funds required	Continual analysis of assessments	In progress

School Code: 4333 School Name: IMAGINE CHARTER

Increase the amount of time writing across the curriculum.	Continued implementation	Continued implementation	Kia Murray, Nancy Box	No funds required	Lesson plans, observations, survey of time writing in the classroom	In Progress
Implementation of The Write Tools program.	Continued implementation	Continued implementation	Kia Murray, Nancy Box, Kim Campbell	One day of training plus materials - $3,000 from the general fund	Benchmark writing assessments will be given three times a year to show student growth in writing.	In progress
Continued focus on clear objectives matched with the appropriate instructional activity and formative assessment for providing feedback	Continued implementation	Continued implementation	Nancy Box, Kia Murray, Jessica Cervantes	No additional funds required.	Continual check-ins with teachers to ensure implementation via walk throughs and lesson plan checks	In progress
Professional Development via coaching on rigorous conversation around text, using quality questions and cooperative group learning scenarios such as reciprocal teaching and Socratic Seminar	Continued implementation	Continued implementation	Nancy Box, Kia Murray, Jessica Cervantes	No additional funds required	Formal and informal observations followed by coaching	In progress
Conversations for teachers around ELA strategies – with CKLA implementation for grades PK-4 Conversations for teachers around ELA strategies around implemented strong comprehension studies and literature analysis	Continued implementation	Continued implementation	Kia Murray, Kim Campbell, Nancy Box	No additional funds required	Formal and informal observations followed by coaching	In progress
Use of visual representations in ELA through graphic organizers.	Continued implementation	Continued implementation	All teachers	No additional funds required	Formal and informal observations followed by coaching	In progress

School Code: 4333 School Name: IMAGINE CHARTER

Mandatory
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Approved 6/17/2015 for 2015-2016

Use of the strategies of comparing, classifying, metaphors and analogies	Continued implementation	Continuous implementation	All humanities teachers	No additional funds required	Formal and informal observations followed by coaching	In progress
Use of the strategies of advance organizers in order to prepare students for the lesson ahead	Continued implementation	Continuous implementation	All humanities teachers	No additional funds required	Formal and informal observations followed by coaching	In progress
Designing questions for deeper discussion and analysis of text, including use of Sign Posts	Begin implementation	Continuous implementation	All ELA teachers, Kim Campbell as ELA lead	No additional funds required	Formal and informal observations followed by coaching	In progress
Teach students summarizing and notetaking as a strategy for better reading comprehension and better writing from text	Begin implementation	Continuous implementation	All humanities teachers	No additional funds required	Formal and informal observations followed by coaching	In progress

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

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 6/17/2015 for 2015-2016

Section V: Appendices

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

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)
- Title I Schoolwide Program. *Important Notice: The schoolwide addendum is one of several ways to document how a school is meeting the Title I schoolwide requirements. While schools operating a Title I schoolwide program must have a plan, use of the UIP addendum is optional. The Federal Programs Unit and the Improvement Planning Unit will be offering training in fall 2015 on schoolwide requirements and the possible pathways to meet those requirements.*

EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

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

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

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar TCAP 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 TCAP.

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

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

EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

The mission of Imagine Charter School at Firestone is to positively shape the hearts and minds of our students by providing them with a classical, core knowledge curriculum that is academically rigorous and content rich, a safe environment in which character is modeled and promoted, and a community in which to build trusting relationships with others.

Vision
Students at Imagine develop a foundation of wisdom prepared to be life-long learners, positive role models, and virtuous citizens.

Commitment

- A professional staff and content-rich curriculum that challenges students at all levels to achieve.
- Small communities within the school that enable students to form strong relationships with their peers and adults.
- A welcoming and respectful environment for each family, and opportunities for families to be involved in many aspects of the school.
- An emphasis on each student's positive character development through role-modeling, curricular emphasis, and community service.
- Financial accountability and stewardship of resources in a way that enables our school to be sustainable.

Accountability
At Imagine Schools, we believe in accountability and continual improvement. We believe that operating a successful school requires constant attention in six important areas that we call Measures of Excellence, by which we evaluate our organization and each of our schools. Our Six Measures of Excellence are the yardsticks we use to evaluate our effectiveness in providing a challenging, effective program of study and strong moral development in a safe, nurturing environment. We grade ourselves annually on how we are performing – where we are excelling and where we can improve.

The Six Measures of Excellence are:

Shared Values of integrity, justice, and fun allow every teacher, student, and parent associated with Imagine Schools to unite around common themes that guide our collective behavior.

Parent Choice and Satisfaction are the most reliable indicators of the quality of our schools.

Academic Growth balances instruction in reading, math, science, social studies, and the arts, and is measured by student learning gains as well as proficiency.

Positive Character Development in our schools is a high priority. We strive for growth in students' character measured by positive changes in behavior and world view.

Economic Sustainability means every school in our family is financially able to stand on its own, which is the best indicator of that school's ability to continue educating children over the long term.

School Development enhances our ability to reach more children, more families, and more communities. As we increase our family of schools, more opportunities abound for Imagine Schools' educators to grow professionally as well.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

The following measures describe what Imagine Charter School at Firestone will do to accommodate English Language Learners:

Enrollment: Imagine Charter School at Firestone enrollment procedures will not discriminate based on English language proficiency or immigration status.

Identification: Imagine Charter School at Firestone will identify students using the state approved assessment for determining English language proficiency. Part of the enrollment process at Imagine Charter School at Firestone involves the use of a "Home Language Survey" (HLS) which every student, regardless of racial or ethnic background, will complete. The survey serves to identify students who come from homes where a language other than English is spoken.

Assessment: If a student's HLS indicates that a language other than English is spoken at home, we will conduct an assessment to determine if language support services are necessary. Imagine Charter School at Firestone will use the state approved assessment designed to measure English language proficiency. In no case will a student be determined to need language support services, or labeled LEP/NEP, without a valid assessment on file. Imagine Charter School at Firestone will employ an ESL teacher as our student population requires. The ESL teacher evaluates the assessment and observations to determine the language proficiency of the student.

Placement/Services: Services for eligible students will be provided in a timely manner and appropriate plans will be established and maintained. Students scoring NEP or 3/Int/LEP will receive direct instruction in English Language Development each week. Instruction will occur in small groups and will be based on Colorado English Language Proficiency Standards, WIDA's Can Do Descriptors, and research-based strategies. Students scoring level 4/Prof/LEP will be placed on a case-by-case basis. If a student in this category is not proficient at his/her grade level and is not making adequate academic progress, he/she will receive direct instruction in English Language Development each week. If a student in this category is proficient at his/her grade level and making academic progress, he/she is able to access academics in the regular classroom without additional instruction in English Language. These determinations will be based on a body of evidence consisting of data such as reading assessments, STAR Renaissance, state assessment data, and writing benchmarks. These students will be monitored and reevaluated yearly. Students scoring 5/Adv/FEP will be monitored yearly to ensure that grade level proficiency and academic growth is maintained. The ESL teacher is responsible for monitoring the assessment of ELL students, reevaluating ELL services, and communicating with ELL students' families regularly about their children's progress. Regular classroom teachers will receive training in effective use of sheltered English strategies and be familiar with the stages of language acquisition. The school

will use SIOP training materials to assure that quality instruction for ELL students is provided.
Transition: Once the student gains proficiency in English, Imagine Charter School at Firestone will take responsibility for exiting him/her from the language support program so that he/she can participate meaningfully in the general education program. These determinations will be based on a body of evidence consisting of data such as reading assessments, STAR Renaissance, state assessment data, writing benchmarks, and WIDA scores.

Monitoring: Imagine Charter School at Firestone will monitor the students for two years (as applicable) to ensure that students exited from the language support program are performing in the general education program without significant barriers caused by limited English proficiency.

Imagine provides an all-English ELA program. We will follow the recommendations for an all-English program as stated in the *Guidebook on Designing, Delivering, and Evaluating Services for English Learners (ELs)* (CDE 2011).

- Direct English language and literacy instruction by certified ESL staff
- School-wide plan optimizing instruction for ELs that is embedded into staff development
- Identification of key concepts and vocabulary
- Widespread use of hands-on activities, visual aids, and repetition
- Minimal use of lecture and general classroom teacher use of sheltered English
- Scaffolding lessons to achieve communicative competence
- School or community resources that allow students to work with speakers of the native language
- Suggestions to parents for use of primary language at home to aid in accessing underlying conceptual content knowledge

The ESL teacher may also act as a liaison between the school and language-minority families, providing or arranging for translation services, and attending conferences between teachers and parents as needed.

In addition to assisting LEP/NEP students directly, Imagine Charter School at Firestone will strive to make sure information about their child(ren)'s progress and available resources are understood by all parents, providing them with the tools they need to support their children.

EXHIBIT H

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	1	$ 28.31	$ 28.31
Citrix Server		29.80	29.80
Citrix License		39.21	39.21
Microsoft License (part of Citrix image)		39.24	39.24
Total			$ 136.56
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)	1	$ 1,500.00	$ 1,500.00
Total			**$ 1,500.00**

Warehouse

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

Total Exhibit H Service/License Costs: $ 4,636.56

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes__X___ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes___X__ 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 ____, 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 _____ 6-12-13
John Creighton Date
President, SVVSD Board of Education

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 _____ 7-12-13
~~Allison Schnell~~ Gina Dattilo Date
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

_____ 7/30/13
Tony Carey Date

_____ 6/3/13
Patty Cragg Date

_____ 7/18/13
~~Tom Cooper~~ Tina Nuechterlein, Vice President Date
for Imagine at Firestone Board of Directors

_____ 7-8-13
~~Robert DuBois~~ Kathy DeMatteo Date
New Board President at Twin Peaks Charter as of June 19, 2013

_____ 6-12-13
Jennifer Kemp Date

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of St. Vrain Community Montessori School Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2016-2019 contracts with St. Vrain Community Montessori School.

BACKGROUND

The District has negotiated a standardized three-year contract document with the charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

The contracts were discussed at the May 25 and June 8, 2016 Board Meetings, and are presented individually for approval.

Montessori's contract specifies that they have a public preschool, and they will purchase services from the District in lieu of receiving some federal and state grant funds directly.

At the last two public meetings of the Board of Education, members of the public questioned the legality of Montessori's enrollment policy. Attachment B is Montessori's legal response to these allegations.

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

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CHARTER SCHOOL CONTRACT

BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST. VRAIN COMMUNITY MONTESSORI SCHOOL

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 **ST. VRAIN COMMUNITY MONTESSORI SCHOOL** 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 2022, 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 Charter School Name.

Charter Board shall mean the Charter School 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 _____.

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.

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

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, 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 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 3.2.5.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 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)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – March 15
        iv. Proposed Budget – April 15
        v. Charter Board 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 1 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 provided on the completed CDE Employee Data Collection Form.

   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 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 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.b 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 3.2.5 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 3.4.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 Section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.5.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.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

   Waivers are not required, but may be granted 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.

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.

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.

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.

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 8, including other ancillary activities.

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 enrollment process, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District representative 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 services 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 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. 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.

c. Admission of applicants with an IEP 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 shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such 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 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 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 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 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 will hire its own special education teacher(s), school special education facilitator and paraprofessionals subject to review and acceptance of the required licensing 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), 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 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, 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.

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 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 by the District. 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) 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 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.

6. Annual accounting. 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 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 26, 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 25 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 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 25 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 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 3.2.5.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 Section 3.5.e.

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 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. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including 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 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 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's substitute scheduling system. The School 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**). 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.

10.7 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. 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 Charter 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 Charter expires. If the Board of Education decides to not renew the Charter, 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 __ 2016.

By_____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

The following list includes waivers that are considered automatic and are effective for the term beginning July 1, 2016 through June 30, 2019.

22-1-112, C.R.S., School Year – National Holidays

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

22-32-126, C.R.S. Employment and authority of principals

22-33-104(4) C.R.S., Compulsory School Attendance – Attendance policies and excused absenses

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

22-32-109(1)(b), C.R.S Board duties – purchase of goods and service

22-32-109(1)(t), C.R.S Board duties – educational programs

22-32-110(1)(h), C.R.S Board duties – terminating personnel

22-32-110(1)(i), C.R.S Board powers – reimburse employees for expenses

22-32-110(1)(j), C.R.S Board powers – procure insurance

22-32-110(1)(k), C.R.S Board powers - inservice

22-32-110(1)(y), C.R.S Board powers – accept gifts, donations, or grants

22-32-110(1)(ee), C.R.S Board powers – employ teacher aides

The following list includes waivers that were either granted by the Colorado State Board of Education and are effective for the term beginning July 1, 2016 through June 30, 2019.

22-7-1014(2)(a) C.R.S., Use of School Readiness Assessments

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-9-106(4), C.R.S. Certificated Personnel Evaluations

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

22-9-106(4), C.R.S Certificated personnel Evaluations

22-32-109(1)(cc), C.R.S Board duties – dress code for staff

22-32-109(1)(n)(I), C.R.S Board duties – length of school year

22-32-109(1)(n)(II), C.R.S Board duties –hours of instruction

22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar

22-32-109. C.R.S Board duties – selection of personnel

22-32-119, C.R.S Kindergarten

22-32-120, C.R.S. Food Service Facility

22-33-106, C.R.S. Grounds for suspension, expulsion, and denial of admission

22-60.5-301, C.R.S Licenses and standards for principals

22-63-103(10), C.R.S Teacher employment – substitutes

Requested State Statute Non-Automatic Waivers

Pursuant to the Charter Schools Act, the St. Vrain Community Montessori School (SVCMS) requests waivers of certain Colorado Revised Statues listed below. Each statute is identified and the reason for each request given as well as a replacement plan. The waivers will enable the SCVMS to better meet its mission, goals and objectives, and implement its education program.

C.R.S. § 22-2-112(1)(q)(I) Commissioner Duties –Reporting
This section requires schools to report teacher evaluation ratings as part of the commissioner's report.

Rationale: St. Vrain Community Montessori Charter School will not be required to report their teacher evaluations ratings as part of the commissioner's report as required by C.R.S. 22-2-112 (l)(q)(l).

Replacement Plan: St. Vrain Community Montessori School has a Montessori will not be required to report their teacher evaluation data; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the academic operating years through June 30, 2016.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to St. Vrain Community Montessori School's curriculum and the overall program design.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S. § 22-7-1014(2)(a) Readiness Assessments
Requires each district to administer the school readiness assessment to each student.

Rationale: St. Vrain Community Montessori Charter School should be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their

readiness to succeed in school" [C.R.S. 22-7-1014 (2)(a)]. Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are continually assessed, and remediated as necessary, throughout the school year. There are multiple checkpoints to monitor achievement and multiple channels of support available throughout the program that meet the spirit and intent of the School Readiness Assessment law. Data is collected and housed in Electronic Record Keeping (Montessori specific, standards-aligned data warehouse) and Alpine Achievement.

The data will be collated into a spreadsheet that lists the student, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014(2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.A. plan, or Rt! plan that impacts performance in any category. In cases in which multiple assessments exist within a category, such as Language and Comprehension development, standardized assessment scores will be weighted equally with classroom assessment scores to provide a total score. We will be able to submit this data upon request to our Authorizer or other authorized agencies.

Replacement Plan: St. Vrain Community Montessori School has a Montessori curriculum aligned to the Common Core State Standards as evidenced in our charter agreement. The goal of Montessori education is to guide children while they become their best selves cognitively, socially, physically, and emotionally. Our comprehensive curriculum addresses:

Physical well-being and motor development:

- Upon admission to SVCMS, parents are required to provide documentation from preschool regarding the child's physical well-being, allergies, medications, and motor development. Evidence of vision and hearing screening are required, along with full medical information, including most recent health screening and immunizations. Parents are screened for any information regarding delays or difficulties in the child's development, severe illness or trauma, and remediation plans are instantly created and in place when the child starts kindergarten, including any transferrable IEPs for speech or any other area in need of development. Pertinent data from the student's cumulative file is entered into Alpine Achievement, so it can be accessed by authorized persons who work with the child.
- Students participate daily in physical activities with a teacher that meet or exceed state standards. Students are assessed regularly on gross motor development. Additionally, students participate frequently in other physical activities in the classroom so that classroom teachers can assess gross motor development. Performance and observation assessment data is entered into Electronic Record Keeping, our Montessori-specific, standards-aligned data warehouse.
- Students participate daily in the Montessori Practical Life curriculum that addresses fine motor development through transferring liquid and solid objects with tongs and basters, pouring, tweezing, pin works, eye dropper works, polishing crystal, hammer/nail work, tool work, table and mirror cleaning, stringing beads, flower arranging, tying, lacing, zipping, buttoning, hooking, and snapping works. Progress is monitored by weekly observation and entered onto teacher checklists and then into Electronic Record Keeping.
- Students participate in art education that meets or exceeds state standards. Students participate in drawing, painting, sculpting, sewing, measuring, and creating

with yarn, paper Mache, and other seasonal items. Data from observations and performance assessments are entered into teacher checklists and summaries are entered into Electronic Record Keeping.

- If assessments reveal that children are in need of assistance with gross or fine motor development, they can receive interventions. The school creates and implements a plan in cooperation with parents to ensure student success.

Social-emotional development (based on State Standards)

- The Montessori curriculum is a whole-child approach to education, and social and emotional development are high priorities. As such, teachers observe children's social and emotional development per criteria articulated in Electronic Record Keeping which are developmentally appropriate and aligned to state standards: social development, critical thinking, problem solving, work habits, and being accountable for work.
- The Montessori approach to education emphasizes and nurtures the child's ability to become self-regulating through the philosophy of freedom with responsibility.
- Children continuously increase and strengthen executive function that helps them pay attention, remember directions, and control their behavior. They are also responsible for planning which lessons they will work on daily.
- St. Vrain Community Montessori Peace, Health and Safety lessons, explicitly teach children how to follow rules for safety and how to nurture harmonious relationships, including managing emotions, and problem-solving. We also implement Positive Behavior Support best practices that encourage positive peer relationships.
- Children who are observed to have social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to the Rt! team, evaluated, and are able to receive further psychological testing as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.

Language and comprehension development (based on State Standards)

- Students receive 60-90 minutes of daily instruction using the Montessori curriculum. Montessori offers a comprehensive program for reading, writing, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, grammar, and writing.
- The school administers the PALS three times a year. Any student who does not make benchmark is referred to the reading interventionist who will prescribe interventions to be carried out in the classroom in accordance with the READ Act. If the student is substantially below benchmark, s/he is placed on a READ plan. Diagnostic testing is conducted to identify areas in need of further development or remediation.
- Students on a READ plan and others for whom reading is a struggle are assisted in receiving summer instruction through a Summer Reading Program or at the school itself to prevent summer learning loss.
- Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing, and are also given the opportunity for extended summer learning through a Summer Program or at the school.
- In the case of reporting on school readiness, standardized assessments such as ACCESS and PALS will be weighted equally with classroom teachers' and specialists' performance measures to produce a balanced view of the child's needs

and strengths. Classroom teachers, specialists, parents, and interventionists will work together to create and implement a remediation plan for the student.

Cognition and general knowledge (based on State Standards)

- Students receive Montessori math instruction aligned to the Colorado State Standards in the following areas: Numbers; Decimal System; Place value; addition, subtraction, multiplication, division; Linear Counting; bead stairs, ten boards, teen boards, skip counting by 2, 5, etc. Facts and tables; snake game, strip boards; hierarchies, money, time, and geometry.
- Children are observed and monitored daily and data on their progress is entered into Electronic Record Keeping on a weekly basis. Children who need extra instructional time are able to work with the teacher and classroom assistant in a small group or 1:1 basis.
- Children who need remedial work in these areas are matched with tutors, or into the school's summer tutoring program.
- Science-students learn about various topics, including: Physical Science; states of matter, water, light, air, sound, magnetism, friction, heat, weight, electricity, weather, and rocks: Zoology; living vs. nonliving, vertebrates, invertebrates, external parts of vertebrates; fish, amphibians, reptiles, birds, and mammals, evolution of man, study of the human body and practicing self care: Botany; trees, shrubs, flowers, plants, leaves: Universe; solar system, stars, asteroids, galaxies: Geology; formation of the Earth. Children are regularly assessed to monitor progress.
- History and Geography are taught through the Montessori, standards--- aligned curriculum including: the study of time, cultures, historical time lines; Geography works include globes, land forms (lake, gulf, strait, bay, archipelago), North America, South America, Europe, Asia, Africa, and Oceana and their associated cultures and flags.
- Assessment information is gathered from formal curriculum assessments and teacher observations and housed in Electronic Record Keeping, based on appropriate developmental guidelines and State Standards.

Any student not making adequate growth in any of the above areas is able to work in small groups or one on one with the classroom teachers and/or assistants. One of the great strengths of the Montessori approach is that small group and individual instruction is the norm, not the exception. Therefore, we are able to identify performance discrepancies very early in the instructional process. Data-driven Rt! plans are created and documentation attached, including formal assessments, informal assessments, and developmental checklists. Information is housed in both Electronic Record Keeping and Alpine Achievement (internet based achievement data management system) and can be merged into a spreadsheet for reporting purposes. The system allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the child.

If students do not respond to instruction by demonstrating adequate growth, they can be referred for further assessment as the team works through the Rt! process.

Methods and assessments used are clear, relevant, and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a). The only real difference will be how that information is compiled and disseminated.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to St. Vrain Community Montessori School's curriculum and the overall program design.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S. § 22-32-109.1(2)(a) Conduct and Discipline Code
Management of student conduct.

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own conduct and discipline policies, rules, and regulations.

Replacement Plan: The SVCMS Board adopts policies and the Head of School will prescribe rules and regulations for the code of conduct and discipline of the school with input from faculty and staff.
Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: SVCMS will maintain a safe environment with high expectations for responsible and compassionate behavior.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to develop and implement a code of conduct policy consistent with the school's philosophy and approach to Montessori education.

C.R.S. § 22-32-109.7 Board duties - selection of personnel
Specifies duties of local boards with regard to background checks of employees and contacts with previous employers.

Rationale: SVCMS is responsible for the hiring and management of its employees, and will conduct background and reference checks according to the school's personnel policies and procedures.

Replacement Plan: The SVCMS Board will adopt policies and the head of school will prescribe rules and regulations for operation of the school.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to select and employ its own teachers and staff in accordance with the terms and conditions of its own policies and regulations, administer its affairs in an efficient manner, and accomplish its mission as set forth in the application.

C.R.S. § 22-32-109(1)(cc) Board duties - dress code for staff
Adopt dress code for staff

Rationale: SVCMS will operate independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own dress code for staff.

Replacement Plan: The SVCMS Board adopts dress code policies and the Head of School prescribes rules and regulations for implementation of those policies.
Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that SVCMS will establish and maintain the dress code policies for its staff.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to establish and maintain dress code policies in accordance with the school's policies and regulations.

C.R.S. § 22-32-109(1)(n)(l) Length of School Year
Board's duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.

C.R.S. § 22-32-109(1)(n)(ll) District Calendar
Establishing a school calendar for the district

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

Replacement Plan: The final calendar and school day of SVCMS will be finalized no later than June of the prior school year.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: As a result of this waiver, SVCMS will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

C.R.S. § 22-32-119 Kindergarten
Permits Board of Education to establish and maintain Kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program.

Rationale: SVCMS will operate its own Kindergarten program in accordance with the application. SVCMS should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the charter and contract.

Replacement Plan: SVCMS will provide its own curriculum for Kindergarten students.

Duration of the Waivers: SVCMS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: SVCMS expects that as a result of this waiver it will be able to operate its Kindergarten program to the benefit of the students, teachers and community.

C.R.S. § 22-32-120 Food Service Facility
Gives local boards of education the power to establish, equip, and operate a food-service facility and sets minimum requirements for such a facility.

Rationale: SVCMS will adopt a lunch program policy on an annual basis to determine services provided and vendor decisions.

Replacement Plan: When providing the services through a separate contract, SVCMS may decide all parameters of that service. SVCMS retains the right, as stated in its charter, to not offer meals or beverages.
If a lunch program is offered by SVCMS that is not part of the District program, SVCMS shall provide, at its cost, free and reduced priced meals to needy students in accordance with Board policies and regulations and applicable federal and state laws.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same criteria and assessments that apply to the School.

Expected Outcome: As a result of this waiver, the School will be able to provide lunch services to the benefit of its students

C.R.S. § 22-33-106 Grounds for Expulsion
Listing of grounds school districts may use for suspension, expulsion, or denial of admission.

Rationale: SVCMS should be delegated the authority to implement suspension, or removal as otherwise called for in the charter contract, consistently with applicable laws.

Replacement Plan: SVCMS will develop policy and implement procedures regarding suspension or removal as stated in the charter contract.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the effectiveness and fairness of the code of conduct and discipline policies at SVCMS.

Expected Outcome: SVCMS expects that it will maintain a safe school environment.

C.R.S. § 22-9-106 Evaluation of Personnel
Establishes the duties and requirements of school districts regarding the evaluation of certificated personnel, the district's reporting requirements to the state Board, and the minimum information required in the district's written evaluation system.

Rationale: In order for the School to function according to its unique needs and design, the Head of School and Board of Directors must develop and adopt its own system of evaluation.

Replacement Plan: SVCMS will provide a yearly evaluation for all staff. Teachers will be held accountable to the HOS.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter. Financial Impact: None to either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: With this waiver, SVCMS will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

C.R.S. § 22-9-106 (4) Certificated Personnel Evaluations –Local Boards of Education – Duties-Personnel Evaluations
This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D)

Rationale: The SVCMS Head of School must have the ability to perform the evaluation of all personnel. Should the Head of School not have a Type D certificate, this should not preclude him or her from administering the evaluations.

Duration of the Waivers: SVCMS requests that the waiver be granted for the duration of its Charter.

Financial Impact: None to either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: With this waiver, SVCMS will be able to implement its program and evaluate its teachers in accordance with School's goals and objectives set forth in this application.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in this Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff filling its needs in accordance with the terms and conditions set by the charter and contract.

C.R.S. § 22-60.5-301 Principals Licenses
Colorado Educator Licensing Act – Principals & Administrators – Types of principal licenses issued – term. Describes various types of licenses and standards for issuance for principals.

Rationale: The unique curriculum and methods required to supervise and manage the St. Vrain Community Montessori School could limit the pool of potential candidates for

the Head of School position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The SVCMS Board will hire a Head of School who will further the mission, goals and objectives of the School. The Head of School will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract a Head of School from a wide variety of backgrounds, including but not limited to, teachers and persons with Montessori school administration or other professional experience. All SVCMS staff will be employed on an at-will basis.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staffs who possess the unique skills and/or background to fill its staff needs in accordance with the terms and conditions set by the charter and contract.

C.R.S. § 22-63-103 (10) Teacher Employment, Compensation, and Dismissal –Definitions – Substitute Teacher
This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a Montessori charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The Head of School shall have the authority to select part-time and substitute teachers that meet the specific needs of a Montessori curriculum.

Duration of the Waiver: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the Charter School Proposal.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or backgrounds particularly suited to the Montessori curriculum.

C.R.S. § 22-63-204 Sale of Goods
Receiving moneys from the sale of goods.

Rationale: Because SVCMS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. SVCMS staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.

Replacement Plan: The SVCMS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver, the SVCMS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S. § 22-63-201
Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

C.R.S. § 22-63-202
Requires a written employment contract with teachers, including a damages provision. Provides for the temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203 Probationary Teacher Renewal
This section establishes specific requirements for the employment of probationary teachers and their renewal or not, of their contracts.

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

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for SVCMS.

Replacement Plan: SVCMS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its Charter. Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

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. In some instances, waivers are requested not because of any substantive disagreement with the scope, intent or language of a policy, but rather because the subject policy specifies that the District School Board, the Superintendent or a school principal bears responsibility for performing a particular action or function; where in the St. Vrain Valley Community Montessori School (SVCMS) model for governance/administration, these functions would be performed by the SVCMS Board of Directors and/or the Head of School.

Rationale: Charter schools have unique status and are expected to be innovative in educational reform. In order for SVCMS to be successful and operate in a manner consistent with its Mission and Vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.

Replacement Policies: Replacement policies will be developed to be consistent with the philosophies of St. Vrain Community Montessori School prior to the start of operations.

Duration of SVVSD Policy Waivers: All of the following waivers are requested for the duration of the Charter.

Financial Impact: SVCMS anticipates no financial impact of these waivers to either the District or the School.

How the Impact of the Waivers will be evaluated: The impact will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in this application.

Expected Outcome: As a result of these waivers, SVCMS will be able to implement its program in a manner consistent with its Educational Philosophy and the Mission of the School.

Note on Automatic SVVSD Waivers: Several SVVSD policies and their accompanying regulations and exhibits are automatically waived once the charter school has appropriate replacement policies in place. These are noted parenthetically throughout the following Section areas.

Section A: District Foundations

(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

AC	Nondiscrimination/Equal Opportunity
AC-E-1	Nondiscrimination/Equal Opportunity (Sample Notice)
AC-E-2	Nondiscrimination/Equal Opportunity (Complaint Form)
AC-R	Nondiscriminiation/Equal Opportunity (Complaint and Compliance Process)
AD	School District Mission/ Educational Philosophy
ADC	Tobacco-Free Schools
ADD	Safe Schools
ADD-R	District Safety/Security Committees
ADF	School Wellness
AE	Accountability/Commitment to Accomplishment
AED*	Accreditation
AEE*	Waiver of State Law and Regulation

Section B: School Board Governance and Operations

(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

BBA	School Board Powers and Responsibilities
BBBA	Board Member Qualifications
BBBE	Unexpired Term Fulfillment/Vacancies
BBBG	Board Elections
BC	School Board Member Conduct
BC-R	School Board Member Financial Disclosure
BC-E-1	Code of Ethics for School Board Members
BC-E-2	Board Member Code of Ethics
BCAA	Gifting, Awards, Honorariums and Sponsorships
BCAA-E	Gifting, Awards, Honorariums and Sponsorships Guidelines
BCB	School Board Member Conflict of Interest
BDA	Board Organizational Meeting
BDB	Board Officers
BDF	Advisory Committees
BDFA	District Personnel Performance Evaluation Council
BDFB	Career and Technical Advisory Committees Council (Career and Technical Program)
BDFC	Preschool Council
BDG	Legal Claims and Charges
BE	School Board Meetings
BEC	Executive Sessions
BEDA	Notification of School Board Meetings
BEDB	Agenda
BEDD	Rules of Order
BEDF	Voting Method
BEDG	Minutes
BEDH	Public Participation at School Board Meetings
BEDH-R	Public Participation at School Board Meetings
BEDJ	Media Coverage of Board Meetings
BG	School Board Policy Process
BIBA	Board Member Travel, Conventions, Workshops, and other Expenses
BIBA-R	Board Member Travel, Conventions, Workshops, and other Expenses
BID/BIE	Board Member Compensation/Expenses/Insurance/Liability

SVCMS acknowledges and will abide by all requirements of a public Charter School board. Many of the policies in Section B are specific to the SVVSD Board, as outlined in its bylaws and

Board Agreements. SVCMS will operate under all applicable State Statutes and Robert's Rules of Order, Newly Revised, as well as the SVCMS Bylaws, to ensure compliance with all necessary requirements.

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

Section C: General School Administration

(All Section C policies are either exempt or automatic. SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

CBA/CBC	Qualifications, Powers and Responsibilities of Superintendent (Automatic Waiver)
CBB	Recruitment of Superintendent (Automatic Waiver)
CBD	Superintendent's Contract (Automatic Waiver)
CBF	Superintendent's Conduct (Automatic Waiver)
CBI	Evaluation of Superintendent
CC	Administrative Organization (Automatic Waiver)
CC-E	Organizational Chart
CCB	Line and Staff Relations (Automatic Waiver)
CHD	Administration in the Absence of Policy (Automatic Waiver)
CI	Temporary Administrative Assignments (Automatic Waiver)

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

Section D: Fiscal Management

(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

DA	Fiscal Management Goals/Priority Objectives
DB	Annual Budget
DBD	Determination of Budget Priorities
DBG	Budget Adoption
DBK	Fiscal Emergencies
DEA	Funds from Local Tax Sources
DFA/DFAA	Revenues from Investments/Use of Surplus Funds
DG	Banking Services
DGA/DGB	Authorized Signatures/Check-Writing Services
DH	Bonded Employees and Officers
DI	Governmental Accounting Standards Board (GASB) 54 Compliance
DIE	Audits/Financial Monitoring
DJ/DJA	Purchasing Authorization
DJB	Purchasing Procedures
DJE	Procurement Procedures
DJG	Vendor Relations
DKC	Employee/Expense Authorization/Reimbursement (Automatic Waiver)
DN	School Properties Disposition

The contract between the St. Vrain Valley School District RE-1J School Board and the School will set forth the timeline for budget negotiations. The budget as agreed upon shall be managed by the SVCMS HOS and Board of Directors. The School will establish its own business practices. All equipment the school purchases will be purchased and sold with guidelines established by the School.

Section E: Support Services

(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

EBAB	Hazardous Materials
EBAB-R	Hazardous Materials
EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)
EBBB	Accident Reports
EBCB	Safety Drills and Exercises
EBCB-R	Safety Drills
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5)
EBCE	School Closings and Cancellations (Automatic Waiver)
ECA/ECAB	Security/ Access to Buildings
ECAC	Vandalism (Automatic Waiver)
EEA	Student Transportation
EEAFA	Extracurricular Activity Buses/Field Trips/ Special Events Transportation
EEAFA-R	Extracurricular Activity Buses/Field Trips/ Special Events Transportation
EEAG	Student Transportation in Private Vehicles (Automatic Waiver)
EEAG-R	Student Transportation in Private Vehicles (Automatic Waiver)
EEAG-E	Form for Drivers of Private Vehicles (Automatic Waiver)
EEBA	School Transportation Vehicles (Use of Safety Belts) (Automatic Waiver)
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles (Automatic Waiver)
EF	Food Services
EFC	Free and Reduced-Price Food Services
EFEA*	Nutritious Food Choices
EGAD	Copyright Compliance
EGAEA	Electronic Communication
EHB	Records Retention
EI	Insurance Program/ Risk Management
EID*	Compliance with the Health Insurance Portability and Accountability Act
EIE*	Compliance with the Affordable Care Act
EJ	Service Animals
EJ-R	Service Animals
EJ-E-1	Appendix A - Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required)

The School will not provide transportation for its students. Transportation will be provided by parents. The School may elect to provide this service in the future, or to contract with the District for transportation services for field trips or other special events. The school does expect to offer lunches as part of the District's Free and Reduced Lunch program. Students, who qualify, in accordance with District qualification standards, will receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program and the lunches will also be available to other students who wish to purchase them at cost.

Section F: Facilities
(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

FA	Facilities Development (Automatic Waiver)
FA-R	Facilities Development (Automatic Waiver)
FBC	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding (Automatic Waiver)
FEG	Construction Contracts Bidding and Awards (Automatic Waiver)
FEGB	Contractor's Affidavits and Guarantees (Automatic Waiver)
FF	Naming of Facilities (Automatic Waiver)

Section G: Personnel
(All of Section G except GBA and GBAA are considered Automatic SVVSD Policy Waivers. SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

GBA	Open Hiring/Equal Employment Opportunity
GBAA	Sexual Harassment
GBEA	Staff Ethics/Conflict of Interest (Automatic Waiver)
GBEA-E	Staff Ethics/Conflict of Interest (Automatic Waiver)
GBEB	Staff Conduct (And Responsibilities)
GBEBC	Gifts to and Solicitations by Staff (Automatic Waiver)
GBEC	Alcohol and Drug-Free Workplace
GBEC-E	Employee Acknowledgement Form, Alcohol and Drug-Free Workplace
GBEE*	Staff Responsible Use of the Internet and Electronic Communications
GBEE*-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement
GBEE*-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement
GBEF	Weapons in the Workplace
GBG	Liability of School Personnel/Staff Protection
GBGA	Staff Health (And Physical and Mental Health Examination Requirements) (Automatic Waiver)
GBGA-R	Staff Health (Staff Members with Blood Borne Pathogens/ Communicable Diseases) (Automatic Waiver)
GBGAB	First Aid Training (Automatic Waiver)
GBGB	Staff Personal Security and Safety (Automatic Waiver)
GBGC	Staff Benefits (Automatic Waiver)
GBGF	Federally-Mandated Family and Medical Leave
GBGF-R	Federally-Mandated Family and Medical Leave
GBGI	Staff Military Leave (Automatic Waiver)
GBGK	Staff Legal/ Civic Duty Leave (Automatic Waiver)
GBJ	Personnel Records and Files
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCFA	Hiring of Instructional Staff/Portability of Non-Probationary Status
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff (Automatic Waiver)
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCOE	Evaluation of Evaluators
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Non-Renewal) (Automatic Waiver)

GCR	Outside Employment Activities
GDBA	Support Staff Compensation
GDG	Part-Time and Substitute Support Staff Employment

Compensation and employment terms will be established and approved by the SVCMS Board. All staff employed by the school will be considered "at will" employees in the sense that either the employee or the School will be able to terminate employment, with or without cause, provided two week's notice is given. The School will determine its own school calendar and workday schedules. The School will determine its own staffing needs and recruitment and hiring procedures. The School will enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. The School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including a safe, tobacco-, drug- and alcohol-free work environment.

Section H: Negotiations

(All of Section H is considered Exempt SVVSD Policy Waivers)

Section I: Instruction

(All of Section I except IKF and ILBB are considered Automatic SVVSD Policy Waivers. SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHA	Basic Educational Program
IHAI	Career and Technical Education
IHAM	Health and Family Life/ Sex Education
IHAM-R	Health Education
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Student with Disabilities
IHBB	Gifted Education
IHBEA	English Language Learners
IHBF	Homebound Instruction
IHBG	Home Schooling
IHBIB	Primary/Preprimary Education
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips
IJOA-E	Field Trip/Activity Permission Form
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians)
IKE	Ensuring all Students Meet Standards (Promotion Retention and Acceleration of Students)
IKF	Graduation Requirements
IKF-R	Graduations Requirements- Physical Education Waiver
IKFA	Early Graduation
IKFB	Graduation Exercises

ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement Colorado READ Act)
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays

Pursuant to statutory authority, the School will design its own educational program and curriculum. Materials will be approved by the SVCMS Board. Curriculum design, implementation and review will be an on-going process. The School will work with the District to ensure the content standards of its curriculum meet or exceed those of the District. The School may wish to develop alternative assessments to those the District employs. In addition, the School reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, etc.

Section J: Students

(All of JI, JJ, JK, JM, JO, JP and JQ considered Automatic SVVSD Policy Waivers. SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

JB	Equal Educational Opportunities
JBB*	Sexual Harassment
JC	School Attendance Areas (Automatic Waiver)
JC-R	Determination of a Student's School Attendance Areas (Automatic Waiver)
JCAA	School Districting/Redistricting (Automatic Waiver)
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines)
JEA	Compulsory Attendance Ages
JEB	Entrance Age Requirements

All of JF:

JF	Admissions and Denial of Admissions
JFBA	Open Enrollment
JFBA-R	Open Enrollment
JFBA-E-1	Open Enrollment/Nonresident Application Form (Spanish)
JFBA-E-2	Appeal Form for Open Enrollment/Nonresident Admission Denials (Spanish)
JGA	Assignment of New Students to Classes and Grade Levels (Automatic Waiver)
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private School) (Automatic Waiver)
JH	Student Absences and Excuses (Automatic Waiver)
JH-R	Student Absences and Excuses (Automatic Waiver)
JHB	Truancy (Automatic Waiver)
JHD	Exclusions and Exemptions from School Attendance (Automatic Waiver)
JHD-E	Exclusions and Exemptions from School Attendance (Automatic Waiver)

All of JI:

JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles
JICDA	Code of Conduct
JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications
JICEC*	Student Petitions and Distribution of Non-curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-curricular Materials

JICF	Secret Societies/Gang Activity
JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Abuse by Students
JICH-R	Drug and Alcohol Abuse by Students
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints, and Grievances
JII-E	Grievance Form

All of JJ:

JJA-1	Curriculum Related Student Organizations
JJA-2	Non-Curricular Student Organizations (Secondary Schools)
JJA-2-E	Request for Building Use by Non-Curricular Student Groups
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools)
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular Activity Eligibility

All of JK:

JK	Student Discipline (Automatic Waiver)
JK-R	Student Discipline (Remedial Discipline Plans) (Automatic Waiver)
JKA	Use of Physical Intervention (Automatic Waiver)
JKA-R	Use of Physical Intervention (Automatic Waiver)
JKBA	Disciplinary Removal from Classroom (Automatic Waiver)
JKBA-R	Disciplinary Removal from Classroom (Automatic Waiver)
JKD/JKE	Suspension/Expulsion of Students (Automatic Waiver)
JKD/JKE-R	Suspension/Expulsion of Students (Automatic Waiver)
JKD/JKE-E	Grounds for Suspension/Expulsion (Automatic Waiver)
JKD/JKE-2	Suspension/Expulsion of Students with Disabilities (Automatic Waiver)
JKF	Educational Alternatives for Expelled Students (Automatic Waiver)
JKF-R	Educational Alternatives for Expelled Students
JKG	Expulsion Prevention (Automatic Waiver)
JLA	Student Insurance Programs
JLC	Student Health Services and Requirements
JLC-R	Student Health Services and Requirements (Special Health Problems)
JLCB	Immunization of Students
JLCB-R	Immunization of Students
JLCC	Communicable/Infectious Diseases
JLCD	Administering Medicines to Students
JLCD-R	Administering Medicines to Students
JLCDA	Students with Food Allergies
JLCE	First Aid and Emergency Medical Care
JLCE-R	First Aid and Emergency Medical Care
JLCF	School Nurses
JLCF-R	School Nurses
JLD	School Counseling Programs
JLDAC	Screening/Testing of Student
JLF	Reporting Child Abuse/Child Protection
JLF-E	Report of Suspected Child Abuse or Neglect
JLF-R	Reporting Child Abuse/Child Protection

JLIB	Student Dismissal Precautions
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies
JLJ	Physical Activity
JM	Student Awards, Honors and Scholarships (Automatic Waiver)
JM-R	Student Awards, Honors and Scholarships (Automatic Waiver)

All of JQ:

JQ	Student Fees, Fines and Charges
JQ-E	Schedule of Student Fees
JQ-R	Student Fees, Fines and Charges
JRA/JRC	Student Records/Release of Information on Students
JRA/JRC-R	Student Records/Release of Information on Students (Notification to Parents and Students of Rights Concerning Student Education Records)
JRCA*	Sharing of Student Records/Information between School District and State Agencies
JS*	Student Responsible Use of the Internet and Electronic Communications
JS*-E	Student Responsible Use of Technology, Access and Digital Communication Expectations
JS*-R	Student Responsible Use of the Internet and Electronic Communications

SVCMS has established its own enrollment and withdrawal policies consistent with the Charter School Act. Non-resident students will be allowed to enroll, subject to the School's deadline and space availability. The School reserves the right to establish its own student dress code and discipline procedures, except that the School will not use corporal punishment.

Section K: School-Community-Home Relations

(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

KB	Parent Engagement in Education
KBA	District Title I Parent Involvement
KBBA	Custodial and Noncustodial Parent Rights and Responsibilities
KBBA-R	Custodial and Noncustodial Parent Rights and Responsibilities
KBE	Relations with Parent Organizations
KBE-R	Organizational Options for Parent Organizations (POs)
KCB	Public Participation in Decision-Making
KCD	Public Gifts to Schools
KCD-E	St. Vrain Valley School District Gift Acceptance Form
KD	Public Information and Communications
KDB	Public's Right to Know/Freedom of Information
KDB-R	Public's Right to Know/Freedom of Information
KDE	Emergency Management (Safety, Readiness and Incident Management Planning)

All KE:

KE	Public Concerns and Complaints
KE/KEF-E	Complaint Form
KEC	Public Concerns/Complaints about Instructional Resources
KEF	Public Concerns/Complaints about Teaching Methods, Activities or Presentations

All KF:

KF	Community Use of School Facilities
KFA	Public Conduct on School Property
KG	Public-Private Enterprise Opportunities
KGA	School Foundations

All KH:

KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships
KHC	Distribution/Posting of Promotional Materials
KHC-R	Distribution/Posting of Promotional Materials

KI	Visitors to Schools
KLG	Relations with State Agencies

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

Section L: Education Agency Relations

(SVCMS requests that the following policies be waived for the school. In the absence of a SVCMS Board approved SVCMS replacement, SVCMS will follow district policy until approval of a replacement policy.)

LC	Relations with Education Research Agencies
LDA	Student Teaching and Internships (Automatic Waiver)
LDA-R	Student Teaching and Internship (Automatic Waiver)

EXHIBIT B

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

Rationale:

The Montessori philosophy consciously encourages children to accept, respect, and celebrate the rich cultural diversity of the global community. Diversity of backgrounds is viewed as a positive and important element in authentic Montessori Schools. SVCMS is mindful that recruitment of a diverse student community will require a conscious, deliberate effort. The school has developed an Outreach plan focused on the two core themes of Communication and Accessibility. Montessori is mindful of the goal of recruiting, enrolling and retaining a student population that will be reasonably representative of the "at risk" grades PK – 8 (at build out) student population (measured by free and reduced lunch) in the area it serves, subject to the availability of Title I funding.

Communication:

1. Outreach efforts will be directed toward two populations: (a) free/reduced lunch eligible (FRL) students AND (b) students who are classified as members of one of the racial or ethnic minority groups whose enrollment is tracked by the District.

2. SVCMS will provide the free/reduced lunch eligible application (or CDE Family Economic Data Survey) as part of the enrollment process.
3. When appropriate, SVCMS will work to craft outreach materials that are specifically tailored to appeal to each of the groups above (free/reduced lunch eligible and racial/ethnic minorities).

Goal	Activities	Person Responsible	Timeline
SVCMS will implement outreach activities specifically targeting the FRL student population	Provide information and enrollment materials to groups and programs that serve a high percentage of target students.	SVCMS Staff	*On-going*

	Provide enrollment packets and, when possible, conduct educational presentations (subject to permission) at accessible locations such as SVMCS, Farmer's Markets, libraries and community centers in the SVVSD attendance area.	SVCMS Board and Staff	*Dec.-Jan.*
Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will implement outreach activities specifically targeting at risk student populations	Establish and maintain relationships with community organizations that serve at risk populations within the SVVSD attendance area.	SVCMS Board, Staff	*Ongoing*

Accessibility:
1. SVCMS will work to minimize transportation barriers, since free bus service will not be available to students.
2. SVCMS will work to minimize location barriers, since we hope to draw students from across the entire geographic area of the District.
3. SVCMS will work to minimize language barriers. Demographics indicate the two dominant languages in the area are English and Spanish.
4. SVCMS will work to minimize financial barriers, since we will be targeting FRL students for enrollment.
5. We will follow the District's procedures for assessing eligibility for waiving required fees.

Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will support parents in finding viable methods to get students to and from the school.	SVCMS will offer assistance to families in arranging carpools. SVCMS will provide information about public transportation in the region.	Parent Volunteer SVCMS Staff	*Ongoing* *Ongoing*
Goal	**Activities**	**Person Responsible**	**Timeline**

SVCMS will be located in the most central location possible given property availability and financial constraints.	Prioritize location during site-selection processes.	SVCMS Board & Staff	*As appropriate*

Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will support parents' access to the school by reducing language barriers that prevent understanding of enrollment and attendance information.	Enrollment materials will be printed in English and Spanish (the area's dominant second language), where appropriate. Provide a Spanish speaker/translator at select enrollment/information meetings educational presentations.	SVCMS Staff SVCMS Board, Staff	*Ongoing* *Ongoing*
Goal	**Activities**	**Person Responsible**	**Timeline**
SVCMS will support parents' in covering the direct and indirect costs of enrolling their children in our school.	Where possible, dedicate 10% of preschool tuition and full-day Kindergarten fees to scholarships based on financial need. Focus grant writing efforts to secure additional need based scholarship funds. Provide daily lunch service for students through participation in a sack lunch program, enabling access to FRL meals.	SVCMS Board SVCMS Board, Grant Writing Volunteer, Staff SVCMS Board, Staff	*Ongoing* *Ongoing* *Ongoing*

EXHIBIT C

ENROLLMENT PROCEDURES

SVCMS –JFA Admission of Students

Kindergarten through 8th Grade

Informational Workshops

Parents who are interested in enrolling their students into SVCMS are strongly encouraged to attend an Informational Workshop. These workshops will be led by SVCMS Staff members and will provide an overview of Montessori as it applies to child development, the academic content of the Montessori curriculum, and details about SVCMS and the enrollment process. Informational Workshops will be held in December and January. Details on when and where the meetings will be held will be posted on the SVCMS website by December 1. After enrollment, informational tours will be held on a monthly basis as needed.

Enrollment Process

Parents seeking to enroll their child or children in the SVCMS K to 8th Grade program must complete and submit an "Intent to Enroll" Form, which is available on the SVCMS website (www.svcmontessori.org). The completed Intent to Enroll Form must be returned to the SVCMS Registrar during the Enrollment Registration Period, detailed below.

Enrollment Registration Dates:

First business day in December: Open enrollment begins for the following school year, waitlists initiated.

Last business day in January: Open enrollment ends. Intent to Enroll forms received after 4:00 p.m. on this day will be filled in the order in which they are received on a space available basis.

First business day in February: Waitlists are finalized; Notification of awarded positions.

October 1st: Enrollment ends; Wait-lists purged.

Enrollment Priority:

Enrollment priority is given in the following order throughout the year when there are more students seeking positions at the school than there are available positions:

1. Currently enrolled returning K to 8th Grade SVCMS Students.
2. Children who attended preschool at St Vrain Community Montessori School for at least one year prior to entering Kindergarten, first come, first served.

3. Siblings of admitted SVCMS K to 8th Grade Students.*
4. Children of SVCMS staff, consideration may be given to FTE status.
5. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.
6. All District Residents, based on first come, first served.
7. All non-District Residents, based on first come, first served.

Any position offered based on an enrollment priority category must be accepted within 5 business days of offer of enrollment or priority enrollment status will be forfeited for the current year.

*Sibling priority is limited to: 1. Students within the elementary and/or middle school (K to 8th), and 2. Preschool children who have a sibling in the elementary and/or middle school. Sibling priority is not offered to elementary or middle school students based on an enrolled preschool sibling. If sibling priority is forfeited once, sibling priority will no longer be honored.

Students on the waitlist for the previous school year will NOT automatically be included in the enrollment process for the upcoming school year. Any students who are not currently enrolled and who wish to enroll for the upcoming school year must resubmit an "Intent to Enroll" form in accordance with the schedule above.

The parent/ legal guardian of each child selected must give a verbal confirmation of intent to enroll within one (1) business day after notification. Parents/legal guardians must complete and return an SVCMS Enrollment Packet within five (5) business days of notification.

Any potential student who is offered a position and declines placement in the school will lose any and all positions for that year. Students may reapply for enrollment after refusing placement, but his or her name will be placed at the end of the compiled waitlist.

After October 1, new students will be enrolled at the school at the discretion of the Head of School on a space available basis for the ½ day Kindergarten, and 1st through 8th Grade classes. Full day Kindergarten and preschool positions can be filled throughout the year.

Full Day Kindergarten

All children seeking a position in the Kindergarten will initially be enrolled in the ½ day Kindergarten program. A number of tuition-based, Full-day Kindergarten positions will be available and determined based on the following priority:

1. Children who attended preschool at St Vrain Community Montessori School for at least one year prior to entering Kindergarten.

2. Children with at least one year of prior Montessori experience from schools with credentialed Montessori guides (MACTE) prior to the year in which they will enter Kindergarten.

3. Siblings of SVCMS students currently enrolled in the K-8 school program.

4. Order of receipt of Intent to Enroll form.

After the first day of school begins, any full day openings, which arise, will be awarded to ½ day Kindergartners currently enrolled in the classroom with the opening. Placement will be at the discretion of the Head of School in consultation with Lead Classroom Guides.

Age Requirements
As SVCMS is a part of the St. Vrain Valley School District, the school will follow SVVSD guidelines for age requirements and enrollment. In order to enter Kindergarten, an applicant must be 5 years old by October 1st of the year of Kindergarten enrollment. To enter into 1st grade, an applicant must be 6 years old by October 1 of the year of first grade enrollment.
See - St. Vrain Valley School District Policy JEB – Entrance Age Requirements

Admission of Students with Disabilities
In accordance with its operating agreement with SVVSD, in instances where a student has an existing Individual Education Plan (IEP), SVCMS's acceptance of a student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School, with or without reasonable modification. If the determination is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting.

For further information about the enrollment process, including information about tuition assistance or scholarships, please visit our website at www.svcmontessori.org.

SVCMS - JFA-CH Admission of Students-Children's House

Applicants for preschool position in the Children's House must be at least 3 years upon enrollment. Applicants are strongly encouraged to be fully potty-trained, with the ability to go to the restroom independently, and must also be able to express their needs and ideas to adults, as well as take directions from adults.

If a child who turns 3 years old after October 1st submits an Intent-to-Enroll, a spot may be awarded. This will be considered a pre-3 year-old year for the student.

Families interested in enrolling their children into the SVCMS Children's House program are encouraged to familiarize themselves with the Montessori Method, and are *required*

to attend an Informal Workshop and meet with the Head of School or an SVCMS staff member. Interested families follow these steps to enroll their children at SVCMS.

1. Parents/legal guardians may submit an enrollment form on the SVCMS website. All Children's House applications will be time-stamped according to receipt by the SVCMS Registrar. A $50 Application Fee completes the application.
2. Prior to January of the year in which the child is enrolling, the school will contact the family to schedule an observation of a Montessori classroom and a meeting with the Head of School or staff member. Alternatively the child being enrolled in the school may also participate in an informal group observation.
3. The child's readiness to attend school will be taken into account when available positions are offered.
4. As positions become available in the Children's House, applications will be considered in the following order:
    a. Students presently enrolled in SVCMS Children's House. Parents must affirm their desire to re-enroll their student for the following school year by the date published.
    b. Siblings of children already enrolled in either SVCMS (K to 8th grade) or in the SVCMS Children's House. Any sibling offered a position in the Children's House program must enroll or forfeit their position within five (5) business days for the school year offered. If a sibling position is forfeited, a student may re-enroll under the general enrollment process.
    c. Children of SVCMS staff, consideration may be given to full-time staff.
    d. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.
    e. All St. Vrain Valley School District (SVVSD) residents.
    f. All non-SVVSD residents.
5. Notification of acceptance to the SVCMS preschool program will be in writing, and applicants will have five (5) days to complete an enrollment packet to secure a position in the preschool. A 10% non-refundable deposit of tuition will be due mid-February and/or on the due date of the enrollment packet. Another 10% of tuition will due by May 15. The remainder of the 80% due can be paid in ten monthly installments from August to May.

    For further information about the enrollment process, including information about tuition assistance or scholarships, please visit our website at www.svcmontessori.org.

EXHIBIT D

UNIFIED IMPROVEMENT PLAN

Organization Code: ***0470*** ***District Name:*** ***ST VRAIN VALLEY RE 1J***

Section I: Summary Information about the School

School Code: ***7565*** ***School Name:*** ***ST. VRAIN COMMUNITY MONTESSORI SCHOOL*** ***Official 2014 SPF:*** ***3 Year***

Directions: This section provides an overview of the school's improvement plan. To complete this section, copy and paste the school's Priority Performance Challenges, Root Causes and Major Improvement Strategies from Section III and IV of the 2015-16 UIP once it has been completed. In the UIP online system, this section will populate automatically as the UIP is written.

Executive Summary

How are students performing? Where will school staff be focusing attention?

Priority Performance Challenges: *Specific statements about the school's performance challenges (not budgeting, staffing, curriculum, instruction, etc.), with at least one priority identified for each performance indicator (achievement, growth, growth gaps, PWR) where the school did not meet federal, state and/or local expectations.*

St. Vrain Community Montessori School is a K-8 charter school offering the only Montessori program in its district. Now in its 7th year of operation, the school serves approximately 231 students in 8 three-year, mixed-age classrooms. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and Highly Qualified faculty. Due to its small size, no disaggregated is reported. The school has approximately 9% FRL students. The SAC leads the UIP process, with Level Leaders from each grade serving as its faculty members. The school's Board of Directors approves the UIP.

In order to offer a meaningful update to our UIP it is necessary to provide some assessment background information. The school had high opt out rates in Spring 2015 for PARCC and CMAS. The ELA and Math opt out rate was 84% among 3rd to 7th grade students and the CMAS opt out rate was 82%. Further, only one student took the Access Test. These factors made data difficult to update for key indicators. In an effort to begin to collect meaningful local data across grades and content areas in the face of high opt outs, the school implemented its first administration of NWEA MAP testing from 3rd grade through 7th grade in Spring, 2015. While MAP data was useful and illuminating, only baseline achievement data is available across grades and content areas because the school only has one year of data as of this writing. No growth data is available. Also, given small sample sizes, there are no disaggregated data available at this time. Preliminary data from the MAP assessments indicated that progress was made vs. prior year in a number of areas. Because NWEA has done some concordance between CCSS aligned assessments, one can make a comparison of NWEA RIT scores and cut scores for high stakes assessments. The concordance was done with Smarter Balance scores, so only a logical inference can be drawn between MAP and PARCC. Without several years of MAP data, we are reluctant to determine that Priority Improvement Challenges should be changed on a one-year basis. That said, we do appreciate the directional insight MAP results provide and we have replaced the 5th Grade Writing Improvement Strategy with a K-3 Reading Focus.

Current Performance (from 2014-2015 UIP): 2014 TCAP and CMAS scores suggested state and federal expectations were met and progress was made vs. targets set by the school, yet there is opportunity for improvement in several areas. Trend Analysis: Only 3rd and 4th Grades had 3 years of data in 2014. The 3rd Grade trends were positive in Writing and Math, and mixed in Reading. The trends were positive in 4th Grade across Reading, Writing and Math. Staff reviewed scores from TCAP/CMAS, which revealed several Priority Performance Challenges. Priority Performance Challenges: Writing: 3rd and 5th Grade Writing indicated lack of proficiency. This was consistent with internal review of writing benchmark assessments. Montessori writing instruction begins with focus on writing about areas of interest and in association with project-

organization, mechanics, and paragraph writing are introduced in accordance with a developmentally based scope and sequence. Faculty reviewed writing instruction practices and lesson content, which suggested opportunities exist to integrate lessons more fully within creative and project-based writing. Priority Performance Challenges: Math: 5th Grade Math indicated a lack of proficiency.

READ Act compliance reporting is also incorporated in this document. Overall, the school met targets for Reading Proficiency for K-3 students. The percentage of proficient students in 2014 and 2015 was fairly consistent at 92% and 93% overall, respectively. Although this is an area of relative strength, the school continues to strive to reduce the number of students with SRD on an annual basis across grades K-3.

Why is the school continuing to have these problems?

Root Cause: Review of instructional practices suggested students might move from Montessori materials to abstract practice prior to fully internalizing concepts, which may limit full mastery in some students. Review of data suggested that opportunities exist in other areas, but those areas have data limited to one or two years, vs. 3-year trend data, suggesting the need to focus attention, but not necessarily the existence of a Priority Performance Challenge, supported by multiple years of data. Therefore, both 5th Year Reading and 5th Year Science remained on "watch" status until three-year trend data becomes available.

What action is the school taking to eliminate these challenges?

Major Improvement Strategies: *An overall approach that describes a series of related actions intended to result in improvements in performance.*

Three major improvement strategies were identified in the 2014-2015 UIP, including: 1. Improving writing organization and mechanics among 3rd grade students, 2. Improving operational fluency, computational skills, and geometry mastery among 5th grade students, and 3. Improving paragraph writing, organization, and mechanics among 5th grade students. The school continues to work on the strategies. MAP scores suggest some progress is being made. For example, both Reading and Language Usage scores, which generally correlate to the ELA content area, were solid. Reading scores indicated that 87% and 89% of 3rd and 5th grade students scored at or above the national norm. For Language Usage, the scores were 81% and 100% respectively. While the scores are too limited to indicate a trend, they are a positive indicator in this area. While ELA-related scores were encouraging, Math scores suggest opportunities for improvement continue to exist. Only 50% of 5th grade students scored at or above the norm, suggesting a continued need for focus. MAP results support continued focus on Major Improvement Strategies so they will remain in place for the 2015-2016 UIP.

Access School Performance Frameworks here: http://www.cde.state.co.us/schoolview/performance

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Pre-Populated Report for the School

Directions: This section summarizes program accountability requirements unique to the school based upon federal and state accountability measures. Historically, this report has included information from the School Performance Framework; because of the state assessment transition and passage of HB15-1323, 2015 SPFs will not be created. In the table below, CDE has pre-populated the school's data in **blue** text. This data shows the school's performance in meeting minimum federal and state accountability program expectations.

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2015	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2016	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2016	The UIP is due to CDE for public posting on April 15, 2016 through Tracker or the UIP online system. Some program level reviews will occur at the same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uip/UIP_TrainingAndSupport_Resources.asp.

Program	Identification Process	Identification for	Directions for Completing Improvement Plan
State Accountability			
READ Act	All schools that serve students in grades Kindergarten through 3rd Grade.	Currently serving grades K-3	Schools serving grades K-3 must include targets and strategies that address the needs of K-3 students identified as having significant reading deficiencies (e.g., instructional strategies, parent involvement strategies). Schools and districts looking for the CDE approved scientifically or evidence based instructional programs and professional development to support identified strategies may access the advisory lists at
Plan Type Assignment	Plan type is assigned based on the school's overall 2014 official School Performance Framework rating (determined by performance on achievement, growth, growth	Performance Plan	The school meets or exceeds state expectations for attainment on the 2014 SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2016 to be posted on SchoolView.org. Note that some programs may still require a review of the UIP in April. Through HB 14-1204, small, rural districts (less than 1200 students) may opt to submit their plans biennially

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ESEA and Grant Accountability			
Title I Focus School	Title I school with a (1) low graduation rate (regardless of plan type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low- achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	Not identified as a Title I Focus School	This school is not identified as a Focus School and does not need to meet those additional requirements.

Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG Grant	This school does not receive a current TIG award and does not need to meet those additional requirements.
Diagnostic Review and Planning Grant	Title I competitive grant that includes a diagnostic review and/or improvement planning support.	Not awarded a current Diagnostic Review and Planning Grant	This school has not received a current Diagnostic Review and Planning grant and does not need to meet those additional requirements.
School Improvement Support (SIS) Grant	Title I competitive grant that supports implementation of major improvement strategies and action steps identified in the school's action plan.	Not a current SIS Grantee	This school has not received a current SIS grant and does not need to meet those additional requirements.
Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements.

Section II: Improvement Plan Information

Additional Information about the School

Comprehensive Review and Selected Grant History		
Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	NA
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name	NA

Improvement Plan Information

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

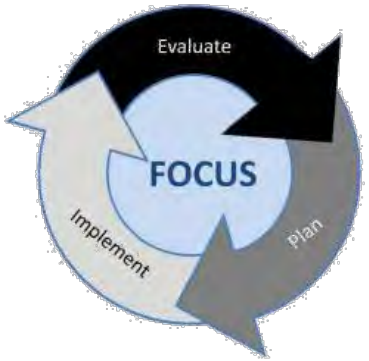
X State Accreditation and Planning Grant ! Title I Focus School ! Tiered Intervention Grant (TIG) ! Diagnostic Review

☐ School Improvement Support Grant X READ Act Requirements ! Other: _____

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

1	Name and Title	Katie Torres, Head of School
	Email	ktorres@svcmontessori.org
	Phone	303-682-4339
	Mailing Address	1055 Delaware Avenue Longmont, CO 80501
2	Name and Title	Cindy Moran, Registrar
	Email	cmoran@svcmontessori.org
	Phone	303-682-4339
	Mailing Address	1055 Delaware Avenue Longmont, CO 80501

Section III: Narrative on Data Analysis and Root Cause Identification



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

Implications of Colorado Measures of Academic Success (CMAS) on Data Analysis: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, updating the data analysis this year (particularly the trend statements) may be more challenging. While the school's data analysis is still expected to be updated, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

Data Narrative for School

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

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

Narrative: The school is a K-8 charter school offering the only Montessori program in its district. The school serves approximately 231 students in 8 three-year, mixed-age classrooms. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and Highly Qualified faculty. Due to its small size, no disaggregated is reported. The school has approximately 9% FRL students. The SAC leads the UIP process, with Level Leaders from each grade serving as its faculty members. The school's Board of Directors approves the UIP. The school experienced high level of opt outs from PARCC and CMAS in Spring 2015. None of the grades or content areas had sufficient participation to yield 2014-2015 data for Achievement or Growth. Therefore, only local assessment data can be used to support revision or maintenance of current priorities.

The school had high opt out rates in Spring 2015 for PARCC and CMAS. The ELA and Math opt out rate was 84% among 3rd to 7th grade students and the CMAS opt out rate was 82%. Further, only one student took the Access Test. These factors made data difficult to update for key indicators. In an effort to collect meaningful local data across grades and content areas in the face of high opt outs, the school implemented its first NWEA MAP testing from 3rd to 7th grade in Spring, 2015. While MAP data was useful and illuminating, only baseline achievement data is available across grades and content areas because the school only has one year of data as of this writing. No growth data is available. Also, given small sample sizes, there are no disaggregated data. Preliminary data from the MAP assessments indicated that progress was made vs. prior year in a number of areas. Because NWEA has done some concordance between CCSS aligned assessments, one can make a comparison of NWEA RIT scores and cut scores for high stakes assessments. The concordance was done with Smarter Balance scores, so only a logical inference can be drawn between MAP and PARCC. Without several years of MAP data, we are reluctant to determine that Priority Improvement Challenges should be changed significantly on a one-year basis. That said, we appreciate the directional insight MAP results provide and have replaced the 5th Grade Writing Strategy with a K-3 Reading focus.

Current Performance (from 2014-2015 UIP): TCAP and CMAS from 2013-2014 scores suggested state and federal expectations were met and progress was made vs. targets set by the school, yet there is opportunity for improvement in several areas. Trend Analysis: Only 3rd and 4th Grades have 3 years of data. The 3rd Grade trends were positive in Writing and Math, and mixed in Reading. The trends were positive in 4th Grade across Reading, Writing and Math. Staff reviewed scores from TCAP, which revealed several Priority Performance Challenges. Priority Performance Challenges—Writing: 3rd and 5th Grade Writing indicate lack of proficiency. This is consistent with internal review of writing benchmark assessments. Montessori writing instruction begins with focus on writing about areas of interest and in association with project-based work. Writing organization, mechanics, and paragraph writing are introduced in accordance with a developmentally based scope and sequence. Faculty reviewed writing instruction practices and lesson content, which suggested opportunities existed to integrate lessons more fully within creative and project-based writing. Priority Performance Challenges—Math: 5th Grade Math indicated a lack of proficiency. Root Cause: Review of instructional practices suggested students might have been moving from Montessori materials to abstract practice prior to fully internalizing concepts, which may limit full mastery in some students. Review of data suggested that opportunities existed in other areas, but those areas have data limited to one or two years, vs. 3-year trend data, suggesting the need to attention, but not necessarily the existence of a Priority Performance Challenge, supported by multiple years of data. Therefore, both 5th Year Reading and 5th Year Science were on “watch” status.

Read Act Reporting is also incorporated in this updated UIP. Overall the school met proficiency targets for K-3 Literacy. The percentage of proficient students in 2014 and 2015 was 92% and 93%, respectively. Although this is an area of relative strength, the school continues to strive to reduce the number of K-3 students identified as SRD.

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

Directions: This chart supports analysis of progress made towards performance targets set for the 2014-15 school year (last year's plan). While this worksheet should be included in your UIP, ***the main intent is to record your school's reflections to help build your data narrative.***

Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
Academic Achievement (Status)	Reading: 83% of 5th Grade students will score P or A in Reading. Math: 70% of 5th Grade students will score P or A in Math.	Local assessment data suggests 89% of 5th grade students MAP scores compared to Strong or Distinguished on Standards Aligned Assessments. This would indicate the target was met. The target was not met. Local assessment data suggests 32% of 5th grade students had MAP scores that would not correlate to Strong or Distinguished on Standards Aligned Assessments.	Reading was a strong focus area in the Upper Elementary. Both literature groups and guided reading were done with fidelity. The Upper Elementary struggled to implement math lessons with fidelity. Action has been taken including utilizing MAP assessment results on a diagnostic basis. Math groups and lessons are being done with fidelity across areas. Robust utilizing of the Montessori Math Materials exists. Positive indicators suggest Lower Elementary Writing Action Plans are effective.

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	Writing: 57% of 3rd Grade students will score P or A in Writing. Science: 69% of students will score S or D in 5th Grade Science.	83% of 3rd Grade students scored at or above the national grade level norm in Language Usage on the MAP suggesting progress in the direction of the target, but insufficient data exists to say the target was met or unmet. 100% of 5th Grade students scored at or above the national grade level norm in Science on the MAP suggesting progress in the direction of the target, but insufficient data exists to say the target was met or unmet.	Science Scope and Sequence continues to be implemented with fidelity and without interruptions. Growth targets remain in effect in all areas. Lack of growth data suggests targets should remain in place as set in the 2014-2015 UIP.
Academic Growth	R: 59 M: 57	NA; data is unavailable; the target remains NA; data is unavailable; the target remains NA	
	W: 70 ELP: NA	NA; data is unavailable; the target remains NA	

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Performance Indicators	Targets for 2014-15 school year (Targets set in last year's plan)	Performance in 2014-15? Was the target met? How close was the school to meeting the target?	Brief reflection on why previous targets were met or not met.
Academic Growth Gaps	NA	NA	
	Students needing to catch up	NA; data is unavailable; the target remains	
Postsecondary & Workforce Readiness	NA		
	NA		

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Worksheet #2: Data Analysis

Directions: ***This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.*** Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data, when available, and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. In most cases, this should just be an update to the plan from 2014 since the SPF has not changed for 2015. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
Academic Achievement (Status)	The school met state and federal expectations in all content areas. That said, internal Writing targets for 2013-2014 were not met for 3rd grade. Data is insufficient to indicate this trend has changed.	Writing remains an opportunity for improvement in 3rd grade.	Montessori emphasizes writing in areas of personal interest and project-based writing in the early grades. Content and creativity are valued over mechanics in the Lower Elementary, where the focus is on process over product.
	While overall targets were met, opportunity for improvement exists in select grades and areas. Data is insufficient to indicate this trend has changed	5th grade Math appears to be an opportunity for improvement. This remains a challenge.	Students may lack an appropriate balance of work between the Montessori Materials and abstract practice, causing them not to fully master concepts.

Academic Growth	While overall growth targets were met across content areas, select scores declined year over year in some grades.	3rd grade Reading and Writing, and 5th Grade Math are challenges.	Guided Reading may have received reduced focus due to increased focus on Literature Circles in Lower Elementary. Montessori emphasizes process over product in Writing, which may cause opportunities for improvement in mechanics and paragraph writing in some grades. In 5th Grade Math, students may move to abstract work prior to fully internalizing key concepts.
Academic Growth Gaps	The school met state and federal expectations in all areas except Math.	Students needing to catch up did not meet adequate MGP.	Students identified as not proficient didn't demonstrate sufficient growth to achieve proficiency on an expected basis.

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Performance Indicators	Description of Notable Trends (3 years of past state and local data)	Priority Performance Challenges	Root Causes
	NA	NA	NA
Postsecondary & Workforce Readiness	NA	NA	NA
	NA	NA	NA

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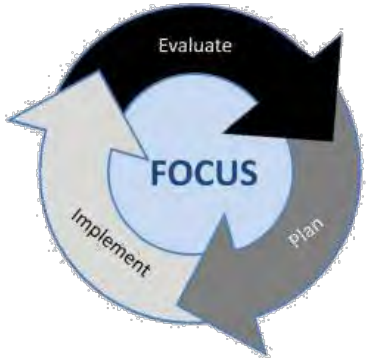
Section IV: Action Plan(s)

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



School Target Setting Form

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

Implications of Colorado Measures of Academic Success (CMAS) on Target Setting: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, setting targets based on the percent of students scoring proficient and advanced on TCAP is not appropriate. Furthermore, CDE does not yet know if student growth percentiles and median student growth percentiles will be available for accountability, planning or reporting use. It is known that adequate growth percentiles will not be available this school year for 2014-15 results. Target setting is still expected to occur in the UIP process during this transition period. However, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

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School Target Setting Form

Performance Indicators	Measures/ Metrics		Priority Performance Circle	Annual Performance Targets 2015-16	Annual Performance Targets 2016-17	Interim Measures	Major Improvement
Academic Achievement (Status)	CMAS/PARCC, CoAlt, K-3 literacy measure	ELA	3rd grade writing other grades	57% of 3rd grade will score S or D in	60% of 3rd grade will score S or D in	6 Traits writing 3x/year.	Improve writing organization and grade students
		READ	2nd and 3rd grade count increased slightly in 2014-2015	87% of 2nd graders be non-SRD; 91% of 1st graders will be non-SRD	89% of 2nd graders be non-SRD; 93% of 1st graders will be non-SRD	PALS Fall, Winter,	Reduce overall percentage of SRD students K-3.
		M	4th and 5th grade math	70% of 4th and 5th graders will be S or	73% of 4th and 5th graders will be S or	CBM Math Benchmark Fall, Spring MAP	Improve operational fluency, computation grade students
		S	Exceeds Targets	69% of 5th graders will be S or D in Science	72% of 5th graders will be S or D in Science	Weekly Science assignments scored on proficiency rubric	Improve demonstration of Science Proficiency 5th grade
Academic Growth	Median Percentile, CMAS/PARC measures	ELA	NA; Adequate growth met; no	59	62	DRA, Writing samples scored on 6 Traits	See Above
		M	NA; Adequate growth met; no	57	60	CBM Benchmark, MAP	NA
		ELP	NA; Adequate growth met; no	NA	NA	NA	NA
Academic Growth Gaps	Median Growth Percentile, local	ELA	NA	NA	NA	NA	NA
		M	Students needing to catch up	Adequate Growth	Adequate Growth	CBM, MAP	See above
Postsecondar	Graduation Rate		NA	NA	NA	NA	NA

& Workforce Readiness	Disag. Grad Rate	NA	NA	NA	NA	NA
	Dropout Rate	NA	NA	NA	NA	NA
	Mean CO ACT	NA	NA	NA	NA	NA
	Other PWR Measures	NA	NA	NA	NA	NA

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Action Planning Form for 2015-16 and 2016-17

Directions: Identify the major improvement strategy(s) for 2015-16 and 2016-17 that will address the root cause(s) determined in Section III. For each major improvement strategy, identify the root cause(s) that the major improvement strategy will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1: Improve Writing Organization and Mechanics among 3rd Grade students Root Cause(s) Addressed: Montessori emphasizes writing in areas of personal interest and project-based writing in the early grades. Content and creativity are valued over mechanics in the Lower Elementary. The focus is on process over product.

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

X State Accreditation ! Title I Focus School ! Tiered Intervention Grant (TIG) ! Diagnostic Review Grant ! School Improvement Support Grant

☐ READ Act Requirements ! Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				

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Complete Lower EL (LE) Writing Album to connect writing organization and mechanics to creative writing and project-based writing.	Fall	Refine, as needed	LE Lead Guide s.	Summer Extra Duty	Completed Album in every LE classroom.	Completed
Conduct in-service on Writing Album.	August	August ,	LE Lead	Time.	In-service calendar.	In Progress.
Implement writing scope and sequence with fidelity across LE	On-going	On-going	LE Lead	LE weekly calendar.	LE Level Schedule.	In progress.
Complete Research Writing Framework.	June	Refine, as needed	LE Lead Guide	Time.	Post-service calendar.	In progress.
Progress Monitor vs. expectations for 3rd Grade Outcome Expectations.	Fall, Winter, Spring	Fall, Winter, Spring	LE Lead Guide	Time.	Published Rubric and Writing Sample Schedule.	In progress.

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

School Code: 7565 School Name: ST. VRAIN COMMUNITY MONTESSORI SCHOOL

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 6/17/2015 for 2015-2016

Major Improvement Strategy #2: Improve Operational Fluency, Computational Skills and Geometry Mastery among 5th Grade students.

Root Cause(s) Addressed: Students may lack an appropriate balance between work with concrete Montessori Materials and abstract practice materials, causing them not to fully internalize concepts, thus limiting mastery.

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

X State Accreditation ! Title I Focus School ! Tiered Intervention Grant (TIG) ! Diagnostic Review Grant ! School Improvement Support Grant

☐ READ Act Requirements ! Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personn	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress,
	2015-16	2016-17				
Ensure all students are working at all times with both Montessori Materials and abstract practice materials	On-going	On-going	UE Level Leader (LL), UE Leads	Time.	2x/year Math Benchmark Assessments. Electronic Record Keeping. Mixed Practice Assessments.	In-progress.
Conduct Refresher Training for UE LGs	Fall, Level	Level PLC	UE LL, UE Leads	Extra-duty, Time.	Summer Schedule, PLC Calendar	In-progress.
Ensure use of Key Curriculum Press and Math Drawers with fidelity and accountability.	On-going	On-going	UE LL, UE Leads	Time and Budget for books.	Level Meeting Agendas and notes. Student Progress logs.	In-progress.
Implement Geometry and Math Groups with fidelity and	On-going	On-going	UE LL, Level	Time.	UE Weekly Schedule, Lesson Plans.	In-progress.
Math Benchmark development and implementation.	June	Refine, as needed	Level Leader	Extra-duty, Time.	2x/year.	Not begun.

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

Mandatory
FORM # OFP-135
EDAC APPROVED
Approved 6/17/2015 for 2015-2016

Major Improvement Strategy #3: Improve K-3 Reading skills to reduce number of K-3 students with SRD Root Cause(s) Addressed: Early Literacy skill is considered developmental in Montessori Curriculum. Writing is introduced before reading and students focus on word building before decoding. This sometime affects fluency at early ages. Also, the current assessment used for READ Plan places greater emphasis on spelling as student advance. Older students may be identified as SRD primarily for spelling issues even if they are fluent readers.

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

X State Accreditation ! Title I Focus School ! Tiered Intervention Grant (TIG) ! Diagnostic Review Grant ! School Improvement Support Grant

X READ Act Requirements ! Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timelin		Key Personn	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress,
	2015-16	2016-17				
Migrate to different READ Assessment tool for grades 1-3.	June evaluatio n	In-service and on-going	Lead Guides and Assessme	Time, Assessment Budget	Fall, Winter, Spring READ Assessments	Not begun
Implement early literacy direct instruction groups with Lower EL students.	On-going	On-going	Lead Guides	Time	Read Assessments	In progress
Implement LE Spelling	On-going	On-going	Guides	Time	Weekly dictation	In progress
In-service to strengthen guided reading instruction.	Plan June	Implemen t August	Level Leader	Time and extra duty	In-service Calendar	Not begun
Ensure fidelity of early literacy lessons.	On-going	On-going	Level Leaders	Time	Level Meeting check-ins	In progress

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

Section V: Appendices

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

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)
- Title I Schoolwide Program. *Important Notice: The schoolwide addendum is one of several ways to document how a school is meeting the Title I schoolwide requirements. While schools operating a Title I schoolwide program must have a plan, use of the UIP addendum is optional. The Federal Programs Unit and the Improvement Planning Unit will be offering training in fall 2015 on schoolwide requirements and the possible pathways to meet those requirements.*

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:

The Montessori Program and Curriculum

The curriculum includes the following areas of study:

1. Language (Reading and Writing)

2. Math

3. Science (Geography, Biology, Botany, Zoology)

4. Social Studies - History

5. Art

Language: Sequence of language including phonograms and vocabulary works. Parts of speech are studied in depth with language boxes and sentence analysis materials.

Spelling, punctuation, parts of a paragraph and many more language materials are available to the students. Additionally, many beginning to advanced reading books, both fiction and non-fiction, are available. Frequently, students participate in "buddy reading" or reading with adult volunteers in the classroom in addition to reading with the lead teacher and assistant.

Math: This area offers an array of materials and activities that continue the sequence of lessons in matching quantity to symbol up to numbers in the millions. Using mathematical operations, students may choose materials that provide a natural progression, going from concrete concepts toward abstract concepts. Charts and materials are used to teach basic facts in the four operations. Other materials show numbers squared or cubed, which are later used for algebraic equations and formulas.

Materials to show measurement of weight, length, depth, time and money are also available. Fraction insets give students experience with numbers less than whole. A geometry area takes students through a sequence of geometrical terms and activities, from the point to the line, angles, shapes, and solid. Materials include the geometric cabinet and geometry nomenclature and command cards.

Geography: This area is divided into three minor areas: functional geography (the make-up of the solar system and the earth), physical geography (the land and water forms on earth), and political geography (the study of countries, the capitals, flags and culture).

The materials include models and pictures of the planets, globes, puzzle maps, models of different land and water forms and geography baskets (baskets containing objects and pictures from different continents).

Biology: This area introduces the study of life using the five kingdom charts. A microscope is used to see live specimens in the prokaryote and the protista kingdoms. Other materials such as pictures and story cards are used to give experience with the five kingdoms.

Botany: This area contains many live specimens from the plant kingdom. Students are taken through a sequence of nomenclature activities in which they learn to identify parts and types of plants, fruits and nuts. Taking the students to nature or bringing nature into the classroom for study brings life and enthusiasm to this area.

Zoology: The materials and activities in this area follow a sequence of study that enables students to study animals with a sense of order in which they appeared on earth. Equipped with live specimens, this offers an opportunity for observations and research. There is a complete set of nomenclature for vertebrates and invertebrates.

History: This area is designed with materials and activities to help the children understand time, not just the hours in a day, months, years, decades, centuries, millenniums, but to imagine the beginning of time and how the earth came to be. With clocks, time-lines, experiments and lessons the students investigate and imagine events that took place to make the world, as we know it today.

Art, Music and Practical Life: All of these subjects are integrated into all areas of study. Good quality art materials are available to students for any project whether it be painting a picture of an animal with all its parts or making a bowl out of clay like one of our ancestors made. Bell or tone bars may be found for composing music. String instruments, drums and wooden flutes may be available as well.

The Montessori Children's House (including Kindergarten)

In the 3-6 Children's House curriculum, the child is introduced first to “small” ideas that gradually widen into larger concepts. Self-correcting materials are arranged invitingly on low, open shelves and children choose their work from one of several distinct areas.

Mathematics makes use of manipulative materials to enable the child to internalize concepts of number, symbol, sequence, operations, and memorization of basic facts.

Language Arts includes oral language development, written expression, reading, and the study of grammar, creative dramatics, and children's literature. Basic skills in writing and reading are developed through the use of sandpaper letters, alphabet cut-outs, and various presentations allowing children to link sounds and letter symbols effortlessly and to express their thought through writing.

Cultural Activities expose the child to basics in geography, history, and life sciences. Music, art and movement education are part of the integrated cultural curriculum.

During the third year in the Children's House, the Kindergarten student can not only work with these materials in more depth, thus gaining more insights from them, but, using this

base, can move into the academic areas. Once the child has established critical learning habits – concentration, self-discipline, a sense of order, persistence in completing a task, creative self expression and a love for learning, the

student has the opportunity to assume leadership within the classroom. All preparations for later academic work are reinforced in the Kindergarten year.

Montessori Elementary Curriculum

The Five Great Lessons

The Great Lessons are an important and unique part of the Montessori curriculum. These lessons are bold, exciting, and are designed to awaken a child's imagination and curiosity. The child should be struck with the wonder of creation, thrilled with new ideas, and awed by the inventiveness and innovation that is part of the human spirit.

The Five Great Lessons are traditionally presented in Lower Elementary (grades 1-3), and are presented every year so that children see them more than one time. Unlike the 3-6 environment, where the child is introduced first to "small" ideas that gradually widen into larger concepts, the elementary child is introduced right away to large concepts - the largest of all being the beginning of the universe. Then they can be shown how all the smaller ideas fit into the larger framework.

Traditionally, there are Five Great Lessons that are used to paint a broad picture before moving to more specific study. They consist of:

□□First Great Lesson – The Coming of the Universe and the Earth □□Second Great Lesson–The Coming of Life □□Third Great Lesson – The Coming of Human Beings □□Fourth Great Lesson – The Story of Writing, Communication in Signs □□Fifth Great Lesson - The Story of Numbers

First Great Lesson – The Coming of the Universe and the Earth

The First Great Lesson is the most memorable and is often done on the very first day of school. It involves the use of a balloon and gold stars to tell the story of the beginning of the universe. This lesson also includes some demonstrations using solids and liquids to show how the continents and oceans first came together.

This lesson leads to the study of:

1. Astronomy: solar system, stars, galaxies, comets, constellations

2. Meteorology: wind, currents, weather, fronts, erosion, water cycle, clouds, glaciers

3. Chemistry: states of matter, changes, mixtures, reactions, elements, atoms, periodic table, compounds, molecules, chemical formulas, equations, lab work, experimentation

4. Physics: magnetism, electricity, gravity, energy, light, sound, heat, friction, motion, experimentation

5. Geology: types of rocks, minerals, land forms, volcanoes, earthquakes, plate tectonics, ice ages, eras of the earth

6. Geography: maps, globes, latitude/longitude, climates, land/water form names, continent and country research

The Second Great Lesson: The Coming of Life

The Second Great Lesson involves the coming of life. This lesson revolves around the Timeline of Life, a long chart with pictures and information about microorganisms, plants, and animals that have lived (or now live) on the earth. The great diversity of life is emphasized, and special care is paid to the "jobs" that each living thing does to contribute to life on earth.

This lesson leads to the study of:

1. Biology: cells, organized groups, five kingdoms, specimens, dissection, observation, use of microscope

2. Botany: study of plants, classification, functions, parts of plants (seed, fruit, leaf, stem, root, flower), types of plants

3. Habitats: location, characteristics, food chains/webs, symbiosis, adaptation, ecosystems, conservation

4. Ancient Life: eras of the earth, evolution, extinction, fossil records, excavation

5. Animals: classification, needs, similarities/differences, human systems, nutrition, hygiene

6. Monera, Protista, and Fungi Kingdoms: what they are, classification, observation

The Third Great Lesson: The Coming of Human Beings

The next Great Lesson is the Coming of Human Beings. This lesson involves a timeline with a tool and a human hand to talk about the three gifts that make humans special: a mind to imagine, a hand to do work, and a heart that can love. This lesson will lead children to study the beginning of civilizations and the needs of early humans.

This lesson leads to the study of:

1. History: timelines, prehistory, ancient civilizations, world history, history of specific countries and continents

2. Culture: art, artists, music, composers, dance, drama, architecture, design, philosophy, religion, grace and courtesy

3. Social Studies: current events, government, economics, commerce, volunteering & charity

4. Discovery & Invention: scientists, inventors, scientific method, inventions, simple machines

The Fourth Great Lesson: The Story of Writing – Communication in Signs

The Fourth Great Lesson is the Story of Writing, sometimes called Communication in Signs. In this lesson, the story of the development of the written alphabet is told, with an emphasis on the incredible ability that humans have of committing their thoughts to paper. Included in the story are pictographs, symbols, hieroglyphs, early alphabets, and the invention of the printing press.

This lesson leads to the study of:

1. Reading: literature, poetry, non-fiction, myths and folk tales, authors, reading comprehension, reading analysis, literary terms

2. Writing: elements of style, function, voice, composition, letter writing, research, study skills

3. Language: origins of spoken language, foreign languages, history of languages, speech, drama

4. Structure: alphabets, bookmaking, grammar, punctuation, sentence analysis, word study, figures of speech

The Fifth Great Lesson: The Story of Numbers

The last of the lessons is the Fifth Great Lesson: The Story of Numbers, also called the History of Mathematics. This lesson begins with the earliest civilizations, which often only had "one", "two", and "more than two" as their numeric system. It continues with a look at different numbering systems throughout the centuries, culminating in the decimal system that we use today.

This lesson leads to the study of:

1. Mathematics: operations, fractions, decimals, multiples, squares, cubes, percentages, ratio, probability, intro to algebra

2. Numbers: origins of numbers and systems, bases, types of numbers, scientific notation, mathematicians

3. Geometry: congruency, similarity, nomenclature of lines, angles, shapes, solids, measurement, theorems

4. Application: story problems, measurement, estimation, graphs, patterning, rounding, money concepts

The Great Lessons as a Unifying Theme

Clearly, these five stories encompass an enormous amount of information about the origins of the world around us. When each story is shared, it is never left alone - further study is always open to the children so that the story becomes the springboard but not the focus. The stories can be referred to throughout the year when new topics are introduced, as a way of providing unity and cohesion to such a wide variety of studies.

Objectives

In order to ensure that the maximum benefit from the Montessori curriculum is realized and that all positive student outcomes are achieved, certain very specific conditions must exist in the following areas:

1. The Learning Environment

2. The Activities and Materials

3. The Methods of Instruction

4. Class Groupings

The Learning Environment

Child-Centered Environment: Generally students will work individually or in small, self-selected groups. There will only be a few whole group lessons, however there are specific times scheduled throughout the day where the class operates as a whole community.

Responsive Prepared Environment: The environment is designed to meet the needs, interests, abilities, and development of the children in the class. The teachers design and adapt the environment with this community of children in mind, rapidly modifying the selection of educational materials available, the physical layout, and the tone of the class to best fit the ever changing needs of the children.

Focus on Individual Progress and Development: Within a Montessori program, children progress at their own pace, moving in sequence to the next level in each area of learning as they are ready. The teacher continually assesses readiness and introduces new lessons as the child is ready. While the child lives within a larger community of children, each student is viewed as a universe of one.

The Activities and Materials

Hands on Learning: In Montessori, students rarely learn from texts or workbooks. In all cases, direct personal hands-on contact with either real things under study or with concrete models that bring abstract concepts to life allow children to learn with deeper understanding.

Self-directed Activity: One of Montessori's key concepts is that children desire to become independent and competent beings in the world. They are driven to learn new things and master new skills. For this reason, outside rewards to create external motivation are unnecessary. In the process of making independent choices and exploring concepts largely

on their own, Montessori children construct their own sense of individual identity. Children learn to be intrinsically motivated and able to pursue interests based on internal desire rather than fleeting external rewards. Children do not work for grades or external rewards. Children learn because they are interested in things, and because all children share a desire to become competent and independent human beings.

Spontaneous Activity: It is natural for children to wiggle, touch things, and explore the world around them. An authentic Montessori environment encourages children to move about freely, within reasonable limits of appropriate behavior, with particular respect for others, the material and the environment. Students select work that captures their interest and attention; teachers also encourage their interest in new challenges and areas of inquiry. Within this atmosphere of spontaneous activity, students master the basic skills of their culture.

Active Learning: In Montessori classrooms, children not only select their own work most of the time, but also continue to work with tasks, returning to continue their work over many weeks or months, until finally the work is “so easy for them” that they can teach it to younger children. This is one of many ways that Montessori educators use to confirm that students have reached mastery of each skill.

Freedom within Limits: Montessori children enjoy considerable freedom of movement and choice; however their freedom always exists within carefully defined limits on the range of their behavior. They are free to do anything appropriate to the ground rules of the community, but redirected promptly and firmly if they cross over the line.

Methods of Instruction

The Three Period Lesson

This is the method by which lessons are presented, practiced, observed, integrated, and evaluated. Please see Attachment 7c for a detailed explanation of the Three Period Lesson.

The First Period: The Lesson

During the first period specific lessons taken from the Montessori curriculum are presented to the child by the teacher. Each lesson isolates a particular new skill or concept built upon previous skill and conceptual understanding.

The Second Period: Practice, Observation, Correction

During the Second period the child takes the work and material presented and undertakes extensive practice alone and with peers, conferring with the teacher. The teacher performs systematic observation, correction, modification, and re-presentation to the child as needed.

The Third Period: Integration, Assessment

During the third period the child achieves conceptual and practical independence and the need for the material is replaced by abstract manipulation, acquisition of skills, and

understanding. The teacher undertakes formal and informal assessment at this stage. Observations and assessments are used as verification of the child's skill and understanding.

Weekly Work Plan

Students work with a written study plan for each week. This work plan is created during a weekly meeting between the teacher and student, which allows for evaluation of the previous week's work and the addition of new lessons. It lists the tasks that they need to complete, while allowing them to decide how long to spend on each and what order they would like to follow. Beyond these basic, individually tailored assignments, children explore topics that capture their interest and imagination and share them with their classmates.

Three-Hour Work Period

The purpose of long, uninterrupted blocks of work time is to allow students to select work freely, eventually becoming absorbed in work that has a particular fascination for them at this point in their development. Interruptions, no matter how valuable the alternative activity might seem to be, disturb the fragile development of the child's focus, concentration, and intellectual exploration on his or her own.

The Montessori Teacher

The Montessori teacher exhibits the following qualities:

Authoritative: The teacher is firm at the edges and empathetic at the center, the kind of adult who responds empathetically to children's feelings, while setting clear and consistent limits.

Observer: The Montessori teacher is a trained observer of children's learning and behavior. These careful observations are recorded and used to determine each student's needs and leads the teacher to intervene in the child's learning with new lessons, fresh challenges, or reinforcement of basic ground rules.

An Educational Resource: Montessori teachers facilitate the learning process by serving as a resource to whom the children can turn as they synthesize their learning, impressions, and experiences.

Role Model: Like all good teachers, the Montessori educator deliberately models the behaviors and attitudes that she is working to instill in her students. Because of Montessori's emphasis on character development, the Montessori teacher is exceptionally respectful to each child, creating a calm, kind, warm, and polite environment.

What Montessori Teachers Do

"Education should no longer be mostly imparting of knowledge, but must take a new path, seeking the release of human potentialities." – Maria Montessori

"The teacher's task is no small or easy one! He has to prepare a huge amount of knowledge to satisfy the child's mental hunger, and he is not limited by a syllabus." – Maria

Montessori

Respectfully Engage with the Learner: The Montessori teacher recognizes that her role is to inspire, mentor, and facilitate the learning process. The real work of learning belongs to the individual child. Because of this, the Montessori educator remains conscious of her role in helping each child to fulfill his potential as a human being and of creating an environment for learning within which children will feel safe, cherished, and empowered.

Facilitate the “Match” Between the Learner and Knowledge: Montessori teachers are trained to identify the best response to the changing interests and needs of each unique child. Because they recognize that children learn in many different ways and at their own pace, Montessori educators understand that they must “follow the child,” adjusting their strategies and timetable to fit the development of each of their pupils.

Environmental Engineer: Montessori teachers organize appropriate social settings and academic programs for children at their own level of development. They do this to a large degree through the design of the classroom, selection and organization of learning activities, and structure of the day.

What if a child simply isn’t interested in a certain subject? Because the curriculum is designed to engage children during sensitive periods for learning, and because there is wide variety of different approaches to presenting subjects to students, this rarely happens in the Montessori classroom. As mentioned above, the teacher is in tune with the child’s interests and will continue to seek out new and different ways to engage the child, so that all areas of the curriculum are thoroughly covered.

Frequently, when a child shies away from certain activities, there is a social or emotional cause at the root. One way the teacher may help a child to overcome issues of insecurity with subject matter is to encourage the child to engage in activities that he or she is clearly attracted to in order to build confidence. Once the teacher feels that the pupil is ready to have another try with the subject that was presenting difficulty, she will suggest it indirectly or pair the child up with a peer.

Younger children are generally in awe of older children and find that working with an older child on any subject is a real treat. Older children who are asked to help instruct younger children gain a sense of confidence while reinforcing their own knowledge of subject matter through teaching.

Another way teachers and children ensure that all subjects are adequately explored is the weekly work plan. This list is created by the children according to what they know must be accomplished. The teacher will review the work plan and make suggestions where necessary. This is the guide that the children use to complete their weekly learning tasks. Because they have created it themselves, even subjects they aren’t particularly enthusiastic about become more appealing.

All of these different methods help ensure that children not only study and master all areas of the curriculum, but that they enjoy it, internalize it, and develop knowledge that will last a lifetime. In those rare cases that these methods do not prove effective, the teacher is alerted to a possible special need, such as a learning disorder or a physical limitation (children who refuse to read may need glasses, for example.) If this is found to be the case,

the teacher will begin the process outlined in our Special Needs section.

"There is a part of a child's soul that has always been unknown but which must be known. With a spirit of sacrifice and enthusiasm we must go in search like those who travel to foreign lands and tear up mountains in their search for hidden gold. This is what the adults must do who seeks the unknown factor that lies hidden in the depths of a child's soul. This is a labor in which all must share, without distinction of nation, race, or social standing since it means the bringing forth of an indispensable element for the moral progress of mankind." (The Secret of Childhood, Maria Montessori)

Class Groupings

Diversity: Diversity in terms of ethnic background, gender, and age is essential to achieve the community of students that Dr. Montessori believed would lead to peaceful, globally-minded, socially responsible adults.

Mixed age groups: Ideal Montessori classrooms gather together children of three age levels into a family group. Children remain together for several years, with only the oldest students moving on to the next class at year's end.

A Family Setting: Montessori classrooms are communities of children and adults. As children grow older and more capable, they assume a greater role in helping to care for the environment and meeting the needs of younger children in the class. The focus is less on the teachers and more on the entire community of children and adults, much like one finds in a real family.

Cooperation and Collaboration: Montessori children are expected to treat one another with kindness and respect. This behavior is modeled by the teacher and other adults in the classroom. Insults and shunning behavior tend to be rare. Instead we normally find children who have a great fondness and respect for one another. Children learn at their own pace and teachers refrain from comparing students against one another.

Unique Curricular Aspects in the Montessori Program

The Montessori curriculum also includes the following areas of study:

1. Practical Life

2. Sensorial/Motor

3. Peace Education

Practical Life enhances the development of task organization and cognitive order through care of self, care of environment, exercises of grace and courtesy, and coordination of physical movement.

Sensorial/Motor: enables the child to order, classify, and describe sensory impressions in relation to length, width, temperature, mass, color pitch, etc.

Peace Education: There are four general areas in which peace education is presented to

children in the Montessori classroom:

1. Inner Peace

2. Peace in a Community (the classroom)

3. Global Peace (Peace for all humanity)

4. Peace in Nature

Inner Peace: Lessons that develop inner peace include activities that promote awareness of inner self; silence and stillness; concentration and attention; mindfulness; gratitude; and self-reliance.

Peace in a Classroom Community: The skills necessary for building a sense of community in a classroom are the same as those needed by adults. Compassion, affirmation of others, and genuine listening skills foster respectful and caring relationships. The ability to look at conflict without anger or resentment, the willingness to admit error and to offer forgiveness are all skills that can be developed starting at a young age. Montessori teachers make a specific point of teaching respectful and compassionate language, implementing simple conflict resolution processes and leading by example.

Global Peace: Peace for all humanity is learned as the children are introduced to different cultures and are encouraged to explore applying their understanding of community peace on a broader scale. Continent and Peoples of the World studies provide a global view of life and humanity's part in it. With emphasis placed on the family of humankind and the interrelationship of all life, Montessori students begin to realize that they are not separate from the rest of the world, but are an integral part of creating a harmonious world.

Peace in Nature: The Montessori Cosmic Curriculum is designed to help instill a sense of being connected to all things in the universe. In this view the Earth must be respected and preserved. Montessori seeks to help children become adults who are respectful stewards of their environment.

Resources permitting, the SVCMS curriculum may also include, Spanish Language, Physical Education, Music and Gardening.

Supplemental Curricula

Literacy Program

The Montessori reading program will be the foundation of our literacy program. Reading serves as a building block for the entire curriculum and is interwoven throughout all aspects of it, making reading a primary focus of the student's activities. The Montessori reading program is a proven effective reading curriculum that incorporates all elements of the No Child Left Behind solution. Through the use of direct instruction and a multitude of reading activities the five essential components of reading are taught in the Montessori program: phonemic awareness, phonics, fluency, vocabulary development, and comprehension.

We will purchase a complete professionally designed Montessori curriculum which includes a specific reading curriculum. A specific, comprehensive multi item Montessori Language Arts Scope and Sequence includes items such as phonetic sounds, phonetic writing and reading, irregular or sight words, phonograms and blends, which lead to fluent (total) reading. Journal keeping, creative writing, whole language, poetry and many other activities are also part of the program.

In addition to the Montessori reading program, Junior Great Books will be used. The Junior Great Books program is a research-based K-12 reading program that provides a framework for teaching reading comprehension, critical thinking and writing, all in the context of students sharing their ideas about great literature. Junior Great Books helps students develop essential literacy skills—reading carefully, thinking critically, listening intently, and speaking and writing persuasively. By participating in Shared Inquiry discussion, students learn to read for meaning and to support their own interpretation of the text.

Additional Art Curricula

Child-Size Masterpieces: This series created by Aline D. Wolf consists of sets of postcard-size art reproductions to introduce art masterpieces to children. The program begins with matching activities for the youngest children and progresses, as they grow older to more challenging activities, ending with laying out a timeline. The program comes with companion books that contain postcard-size images of paintings from all periods of art history. Chosen to appeal to young children, each reproduction is color- coded and imprinted on the back with title and artist.

Additional History and Social Studies Curricula

Joy Hakim’s A History of US 11 volume series: This is a storyteller's history of the United States in 10 highly illustrated books of about 200 pages, each includes an atlas. Published by Oxford University Press with teaching materials developed by Johns Hopkins.

The series won the James A. Michener Award in Writing, and the Parent's Choice Gold and Silver Award. Hailed by reviewers, historians, educators, and parents for its exciting, thought-provoking narrative, the books have been recognized as a break-through tool in teaching history and critical reading skills to young people.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

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

SVCMS will serve students with limited English proficiency in accordance with all applicable Federal Laws and Regulations and in compliance with C.R.S. § 22-24-105. SVCMS will adhere to the following with regard to these students:

1. Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.

2. Students whose language survey indicates their home language is other than English will receive assessment of English proficiency using instruments and techniques approved by the District upon enrollment into the school to determine English proficiency.

3. All ELL students will be given the Access Assessment in January of each school year. The Access will help SVCMS track individual student progress in language proficiency over time and determine optimal instruction support for each ELL student.

4. Educational Programs will be responsive to students' specific needs and in compliance with state and federal guidelines.

5. SVCMS will report the number of ELL students attending the school to the District and the state. Students with Limited English Proficiency (LEPs) and Non-English proficiency (NEPs) will be included in their mixed-age, Montessori classrooms. In addition to the comprehensive Montessori scope and sequence, SVCMS will provide all NEP and LEP (1-3) students with supplemental direct English Language instruction. ELL instruction will be provided by Highly Qualified ESL teachers. SVCMS will also train general education teachers in Sheltered Instruction to ensure optimal delivery of curricular content across levels and areas. This training will occur using best practices and on an on- going basis for all general education faculty and administration.

EXHIBIT H

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	199	$ 9.07	$ 1,804.93
IC & Alpine Enterprise Enterprise Personnel Costs		16.52	3,287.48
Alpine Achievement License		6.60	1,313.40
Server Licenses (VM & Microsoft)		0.29	57.71
Shoutpoint (E-rate discount applied)		0.68	135.32
Total			$ 6,598.84

Optional Services

Citrix Fees	Num of Citrix Accounts	Cost Per Account	Total Cost
EMC Storage	2	$ 28.31	$ 56.62
Citrix Server		29.80	59.60
Citrix License		39.21	78.42
Microsoft License (part of Citrix image)		39.24	78.48
Total			$ 273.12

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	1	$ 1,000.00	$ 1,000.00
Total			$ 1,000.00

Total Exhibit H Service/License Costs:	**$ 7,871.96**

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. **Yes** X No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directl Yes X 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 dollars 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

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 _____ 6-12-13
John Creighton Date
President, SVVSD Board of Education

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 _____ 7-12-13
~~Allison Schnell~~ Gina Dattilo Date
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

_____ 7/30/13
Tony Carey Date

_____ 6/3/13
Patty Cragg Date

_____ 7/18/13
~~Tom Cooper~~ Tina Nuechterlein, Vice President Date
for Imagine at Firestone Board of Directors

_____ 7-8-13
~~Robert DuBois~~ Kathy DeMatteo Date
New Board President at Twin Peaks Charter as of June 19, 2013

_____ 6-12-13
Jennifer Kemp Date

ATTACHMENT B

Kutz & Bethke LLC
363 S. Harlan Street, Suite 104 ■ Lakewood, Colorado 80226
Kristin A. Kutz
Robin D. Jones
William P. Bethke

June 13, 2016

Katie Torres
St. Vrain Community Montessori School
1055 Delaware Avenue
Longmont, CO 80501
VIA EMAIL (ktorres@svcmontessori.org)

Dear Ms. Torres:

You have asked that I review your current enrollment and admissions policies for legal compliance. I have reviewed both the school age and preschool policies and see no issue of legal concern. I would note that you and I have discussed some minor clarification of certain points in the policies and you have noted at least one clarifying change already planned by the School. While these will improve the ability of readers to fully understand the policies, they do not affect any substantive legal issue.

Finally, you have informed me that SVCMS intends to change the status of its preschool, by agreement with the District, to a "public" preschool. Please note that under Colo. Rev. Stat. § 22-28-104.5(2)(c), a public charter school must ensure that a public preschool program it operates "[g]uarantees a student's continued enrollment from preschool to kindergarten to the extent allowed by law." In my judgment, the priority 2 category giving SVCMS preschool students priority for kindergarten enrollment except in relation to returning SVCMS school-age students is sufficient to satisfy this statutory requirement.

Please let me know if I can be of any further assistance.

Sincerely,

William P. Bethke

cc: Dick Lyons, Esq.

303 922-2003/v ▫ lawkb.com ▫ 303 922-2878/fax

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Twin Peaks Charter Academy Contract Renewal

RECOMMENDATION

That the Board of Education approve the 2016-2019 contract with Twin Peaks Charter Academy.

BACKGROUND

The District has negotiated a standardized three-year contract document with the charter schools in 2013. This year, the charter schools negotiated together to refine and update this standardized document. The three-year term remains, but the contract now contains two optional one-year renewals.

Twin Peaks Charter Academy does not have a preschool, and they have chosen to receive District services in lieu of receiving some state and federal grant funds directly.

The contracts were discussed at the May 25 and June 8, 2016 Board Meetings, and are presented individually for approval.

CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
TWIN PEAKS CHARTER ACADEMY

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
TWIN PEAKS CHARTER ACADEMY

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 **TWIN PEAKS CHARTER ACADEMY,** 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 2026 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 Charter School Name.

Charter Board shall mean the Charter School 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 MARCH 8, 2010.

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.

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

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, 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 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 3.2.5.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 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)

    1. Quarterly, within 30 days of the end of the quarter:
        i. Quarterly Financial Reports
    2. Annually, as specified:
        i. Calendar year-end trial balance – February 1
        ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
        iii. Projected enrollment – March 15
        iv. Proposed Budget – April 15
        v. Charter Board 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 1 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 provided on the completed CDE Employee Data Collection Form.

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 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 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.b 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 3.2.5 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 3.4.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 Section 8 or deficiencies related to financial reporting requirements outlined in section 3.2.5.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.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

Waivers are not required, but may be granted 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.

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.

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.

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.

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 12, including other ancillary activities, such as a private preschool which will not have District oversight.

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

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

6.4 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT C**.

6.5 Admission procedures. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

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

b. When an applicant has an existing IEP or Section 504 Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District representative 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 services 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 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. 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.

c. Admission of applicants with an IEP 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 shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such 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 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 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 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 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 will hire its own special education teacher(s), school special education facilitator and paraprofessionals subject to review and acceptance of the required licensing 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), 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 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, 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.

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 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 by the District. 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) 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 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.

6. Annual accounting. 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 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 26, 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 25 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 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 25 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 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 3.2.5.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 Section 3.5.e.

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 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. PERSONNEL

9.1 Employee status. All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities , including 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 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 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's substitute scheduling system. The School 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**). 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.

10.7 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. FACILITIES

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

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

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

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

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by December 1 of the year before the School's Charter 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 Charter expires. If the Board of Education decides to not renew the Charter, it will detail the reasons in its resolution.

b. Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

c. Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to the end of the school year.

12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that

the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

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

13. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Contract June 3 2016.

By _____
President, Board of Directors

ATTEST:

_____
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By_____
President, Board of Education

ATTEST:

_____
Secretary

EXHIBIT A

WAIVERS

Waivers from Colorado Statues and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 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

EXHIBIT A

WAIVERS

Statute or Policy BCB Title
Description: Conflict of Interest

Rationale: Addresses Charter School Board/Employee issues

Replacement Plan: T-BCB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated:

Expected Outcome: Improved Charter Board integrity through a policy that effectively applies to Charter School Governance.

Statute or Policy BDF Title
Description: Committee Policy

Rationale: Addresses Charter School Board Committee operation and expectations

Replacement Plan: T-BDF

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Basic understanding of operation and legal requirements of Charter Board Committees.

Statute or Policy: BE Title
Description: School Board Meetings

Rationale: Addresses Charter School Operation

Replacement Plan: T-BE

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy BEDH Title
Description: Public Participation at School Board Meetings

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-BEDH

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Effective use of form will comply with state law.

Statute or Policy BG Title
Description: Policy Development

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-BGB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed

Expected Outcome: Effective use of policy will comply with state law.

Statute or Policy: CC Title
Description: Administrative Organization

Rationale: Addresses Charter School Operation

Replacement Plan: T-CC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy CH Title
Description: Policy Implementation

Rationale: Addresses Charter School Operation

Replacement Plan: T-CFBA, T-CFBAI, T-CFBAS, T-CFBA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DB/DBD Title
Description: Annual Budget/Determination of Budget Priorities

Rationale: Addresses Charter School Operation

Replacement Plan: T-DB/DBH

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: DD Title
Description: Grants Management

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-DD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy DGA/DGB Title
Description: Authorized Signatures/Check Writing Services

Rationale: Addresses Charter School Operation

Replacement Plan: T-DBA/DGB Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DJ/DJA/DJB/ Title
Description: Purchasing Procedures

Rationale: Addresses Charter School Operation

Replacement Plan: T- DJB/DJB-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DJE Title
Description: Bidding Procedures

Rationale: Addresses Charter School Operation

Replacement Plan: T- DJGAA/DJGAA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy DKC Title
Description: Expense Authorization/Reimbursement

Rationale: Addresses Charter School Operation Replacement Plan: T- DKC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Statute or Policy DN/DN-R Title
Description: School Properties Disposition

Rationale: Addresses Charter School Operation

Replacement Plan: T- DN

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: ECA/ECAB Title
Description: Security/Access to Buildings

Rationale: Addresses Charter School Operation

Replacement Plan: T-ECA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy EEA/EEAA/EAAC EEBA Title
Description: Student Transportation/Walkers and Riders/Buss Scheduling and Routing/School-Owned Vehicles

Rationale: Addresses Charter School Operation Replacement Plan: T- EEA/EEAA/EEAC/EEBA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy EF/EFC/EFA Title
Description: Food Services/Use of Surplus Commodities/Free and Reduced Lunch

Rationale: Addresses Charter School Operation Replacement Plan: T- EF

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: EGAEAA Title
Description: Electronic Communication

Rationale: Addresses Charter School Operation

Replacement Plan: T-EHC Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy: GBAA Title
Description: Sexual Harassment Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GBAA Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy GBK Title
Description: Staff Concerns/Grievances

Rationale: Addresses Charter School Operation Replacement Plan: T- GBK/T-KE

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCBA Title
Description: Professional Staff Contracts and Compensation

Rationale: Addresses Charter School Operation

Replacement Plan: T- GCB/ T-GCB-E-1/ T-GCB-E-2/ T-GCB-E-3/ T-GCB-E-4/ T-GCB-E-5/ T- GCB-E-6/ T-GCB-E-7/ T-GCB-E-8/ T-GCB-E-9/ T-GCB-E-10/ T-GCB-E-11

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GBGC/GBGK Title
Description: Staff Benefits/Staff Legal Civic Duty Leave

Rationale: Addresses Charter School Operation Replacement Plan: T-GCC/GDD

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCI Title
Description: Professional Staff Development

Rationale: Addresses Charter School Operation Replacement Plan: T-GCCA-E(T-GCI)

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCE/GCF Title
Description: Professional Staff Recruiting/Hiring

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCE/GCF/GCED Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GDG Title
Description: Part Time and Substitute Employment

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCG/GCGA Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCKAA Title
Description: Teacher Displacement

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCKA/GCKB Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCO Title
Description: Evaluation of Instructional Staff

Rationale: Addresses Charter School Operation

Replacement Plan: T-GCOA and Exhibits Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GCQF Title
Description: Discipline, Suspension and Dismissal of Professional Staff (and Contract Nonrenewal)

Rationale: Addresses Charter School Operation Replacement Plan: T-GDA

Duration of the Waiver: Permanent Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy GDA Title
`
Description: Support Staff Positions

Rationale: Addresses Charter School Operation Replacement Plan: T-GDA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: GDG Title
Description: Part-Time & Substitute Support Staff Employment

Rationale: Charter Schools are a distinct entity within the school district.

Replacement Plan: T-GDG

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented Policy

Statute or Policy IC/ICA Title
Description: School Calendar

Rationale: Addresses Charter School Operation Replacement Plan: T-IC/ICA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IFC Title
Description: Multiculturalism

Rationale: Addresses Charter School Operation Replacement Plan: T-IFC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IG Title
Description: Curriculum Development

Rationale: Addresses Charter School Operation

Replacement Plan: T- IGA/IGA-R Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IHAM Title
Description: Health and Sex Education

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHAM/IHAMB/IHAMC Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IHBEA Title
Description: English Language Learners

Rationale: Addresses Charter School Operation

Replacement Plan: T- IHBEA Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IHBF/IHBF-R Title

Description: Homebound Instruction

Rationale: Addresses Charter School Operation
Replacement Plan: T- IHBF/IHBF-R Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IJ Title
Description: Instructional Resources and Materials

Rationale: Addresses Charter School Operation

Replacement Plan: T-IJ

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IJK Title
Description: Supplementary Material Selection

Rationale: Addresses Charter School Operation

Replacement Plan: T- IJK/IJK-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IJOA/IJOA-R/IJOA-E Title
Description: Field Trips

Rationale: Addresses Charter School Operation

Replacement Plan: IJOA/IJOA-R/IJOA-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IKA/IKA-R Title
Description: Grading /Assessment Systems

Rationale: Addresses Charter School Operation

Replacement Plan: T- IKA/IKA-R/IKA-R1/IKA-R2/IKAB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IKE Title
Description: Promotion, Retention and Acceleration of Students

Rationale: Addresses Charter School Operation Replacement Plan: T- IKE/T-IKE-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: IKF Title
Description: Graduation Requirements

Rationale: Addresses Charter School Operation

Replacement Plan: T-IKF

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy IKF-R Title
Description: Additional Physical Education Credit

Rationale: Addresses Charter School Operation Replacement Plan: T-IKF-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy IMB Title
Description: Teaching about Controversial/Sensitive Issues
Rationale: Addresses Charter School Operation Replacement Plan: T- IMB

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JC/JC-R Title
Description: School Attendance Area

Rationale: Addresses Charter School Operation

Replacement Plan: T- JC/JC-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JF Title
Description: Admissions and Denial of Admissions

Rationale: Addresses Charter School Operation

Replacement Plan: T- JF/JF-E/JFAB/JFAB-R/JF-2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JH/JH-R Title
Description: Student Absences and Excuses

Rationale: Addresses Charter School Operation

Replacement Plan: T- JH/JH-R/JH-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JICA Title
Description: Student Dress

Rationale: Addresses Charter School Operation Replacement Plan: T- JICA/JICA-R1/JICA-R2

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: JICEC Title
Description: Student Petitions and Distribution of Non-Curricular Materials

Rationale: Addresses Charter School Operation Replacement Plan: T-JICEC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy: JICEC-R Title
Description: Student Petitions and Distribution of Non-Curricular Materials

Rationale: Addresses Charter School Operation

Replacement Plan: T-JICEC-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy JICG Title
Description: Use of Tobacco by Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- JICG/JICG-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JICH/JICH-R Title
Description: Substance Abuse by Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- JICH/JICH-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JICI Title
Description: Weapons in School

Rationale: Addresses Charter School Operation
Replacement Plan: T- JICI

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JII/JII-E Title
Description: Student Concerns, Complaints and Grievances

Rationale: Addresses Charter School Operation

Replacement Plan: T- JII/JII-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy all section JJ Title
Description: Student Activities

Rationale: Addresses Charter School Operation

Replacement Plan: T- JJ-1/JJ-2/JJ-1,2-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JK/JK-R Title
Description: Student Discipline

Rationale: Addresses Charter School Operation
Replacement Plan: T- JK/JK-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JKD/JKE Title
Description: Suspension/Expulsion of Students

Rationale: Addresses Charter School Operation

Replacement Plan: T- JKD/JKE/JKE-E/JKE-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy JQ/JQ-E/JQ-R Title
Description: Student Fees, Fines and Charges

Rationale: Addresses Charter School Operation

Replacement Plan: T- JQ/JQ-E1/JQ-E2/JQ-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy: KBE-R Title
Description: Organizational Options for Parent Organizations (POs)

Rationale: Addresses Charter School Operation Replacement Plan: T-KBE-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy KEC/KEF Title
Description: Public Concerns/Complaints about Instructional Resources/Public concerns/complaints about Teaching Methods, Activities or Presentations

Rationale: Addresses Charter School Operation

Replacement Plan: T- KEC/KEF/KEC-E/KEC -R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KF Title
Description: Community Use of School Facilities

Rationale: Addresses Charter School Operation

Replacement Plan: T- KF/KF-E/KF-R Duration of the Waiver:

Permanent Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHB Title
Description: Advertising and Sponsorships

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHB Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHB-R Title
Description: Advertising and Sponsorships

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHB-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHC/KHC-R Title
Description: Distribution/Posting of Promotional Materials

Rationale: Addresses Charter School Operation

Replacement Plan: T- KHC/KHC-E

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

Statute or Policy KHC-R Title
Description: Distribution Materials

Rationale: Addresses Charter School Operation
Replacement Plan: T- KHC-R

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: Updated as needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy.

22-9-106 Local Boards of Education - duties Section from Certificated Personnel Evaluations

Rationale: Waiver is requested because TPCA will employ a compensation program and evaluation system of its own design, different in many respects from the District's system of evaluation. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA will conduct formal annual teacher evaluations, with the Executive Director, Board and certain parents assuming specific responsibilities in the evaluation process. The evaluations will vary in important elements from those used by the District, and will antecede contract renewal discussions and/or the awarding of performance based bonuses.

Expected Outcome: An evaluation form and process is in place.

22-32-109(1)(f) Employing Personnel and Fixing Compensation

Rationale: Waiver is requested because TPCA will hire its own personnel and establish its own salary schedule. TPCA will comply with all statutory requirements concerning equal employment opportunities and hiring practices, as well as laws regarding background checks of applicants. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be eligible for automatic waiver status per 2217-R-3.06(b).

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: With the assistance of its Administrator, TPCA shall hire and compensate personnel using 'at-will' employment contracts.

Expected Outcome: TPCA has successfully hired personnel for all positions. The only exception is the position of special education teacher, whose hiring is mutually agreed upon with the district as stipulated in the Contract. Copies of employment contracts for teachers and administrators, as well as the current salary schedule, are available in

policy on our website. Policies regarding hiring practices by the Academy are: T-GDA, T-GCB, T-GCBA, T-GCBB, T-GCBC, T-GDBA, T-GCE, T-GCF, T-GCD

22-32-110(1)(h) Discharge of Personnel

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney retained by TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-32-126 Principals, Employment and Authority

Rationale: 'Waiver is requested because TPCA has employed its own Executive Director and has determined the qualifications and duties of the position, consistent with criteria specified in the Contract and policies. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The Board of Directors will be responsible for hiring the Executive Directors and delineating duties and communicating them through the job description.

Expected Outcome: TPCA has selected and hired its Executive Director. The Academy's Contract with the District describes in detail the criteria which will be

employed in selecting an Executive Director. A copy of the Executive Director's Contract and Job Description is attached. Reference policies T-GCA, T-GCAB

22-63-201 Employment-License Required- Exception

Rationale: Waiver is requested because TPCA may wish, in certain limited circumstances, to employ qualified, non licensed personnel. However, it is the express intention of the TPCA Board to consider

licensed applicants first. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Plan: The success of the Academy will depend primarily in its ability to attract and retain excellent teachers. TPCA seeks the flexibility to make appropriate hiring decisions, in order to promote its rigorous academic goals. Therefore, with the granting of this waiver, TPCA will select, employ and provide professional development for its teachers and staff, in accordance with the terms and conditions set forth in its Contract with the District.

How the Impact of the Waiver will be Evaluated: Implemented policy T-GCFC that regulates the hiring of non-licensed personnel.This policy has enabled TPCA to employ individuals, which compliment and enhance the education of TPCA students.

22-63-202 Employment Contracts

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: “At Will” contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy’s teachers and Administrators has entered into an individual contract. (T- GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-203 Renewal of Contract

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: “At Will” contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts. Renewal and non-renewal of contracts is at the sole discretion of the TPCA Board of Directors.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy’s teachers and Administrators has entered into an individual contract. (T- GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-206 Transfer of Teachers and Salary Adjustments

Rationale: Waiver is requested because TPCA reserves the right to transfer teachers to different assignments within the Academy, as the Academy Board deems appropriate.

Adjustments to salaries, when deemed appropriate by the Executive Director and the Board of Directors, will occur and are further subject to constraints imposed by year to year contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado

Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board and the District agree that the District will not transfer teachers or other staff to or from the Academy. Similarly, the Contract with the District acknowledges that the ability to transfer teachers to different assignments within the Academy is a right reserved to the TPCA Board and/or the Academy Executive Director. Salaries are defined in a salary schedule adopted by the Academy Board, and can only be modified by Board action.

Expected Outcome: Any changes in teacher assignment whether transfers or additional job requirements have been approved by the TPCA Board and salary adjustments have been made as necessary.

22-63-301 Grounds for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. All employees serve under “at will” employee contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter

Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2

22-63-302 Procedures for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-401 Employment-Certificate Required

Rationale: Waiver is requested because TPCA will, in consultation with its Executive Director, make its own employment decisions, including, in certain limited circumstances, the employment of qualified, non certificated personnel. However, it is the express intention of the TPCA Board to consider certificated applicants first. TPCA will further decide such issues as the dismissal of its teachers. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board, in consultation with the Academy Executive Director, and as defined in its Contract with the District, will make all relevant decisions with respect to hiring, retention and dismissal of teachers.

Expected Outcome: In each of the first three years there has never been more then 10% of the teaching staff that is non-certified. All of these teachers had degrees and years of teaching experience. Some were in the process of becoming certificated

22-63-402 Service – Disbursements

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation of teachers, whether certified or not, for services rendered pursuant to their contract agreement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control.

The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Every teacher employed by TPCA will be compensated per the contract agreement.

22-63-403 Payment of Salaries

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation for teachers when their employment contract is terminated by either party. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: When a teacher's employment contract is terminated by either party, the teacher will be entitled to their pro rata share of the salary pursuant to said contract for the period during which services were performed.

22-1-110 Controlled Substance Use Curriculum

Rationale: Waiver is requested because TPCA will include in its curriculum TPCA Board approved instruction regarding substance abuse. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Community will choose its own curriculum and appropriate grade level of instruction.

22-7-207 School Building Advisory Committees

Statute Wording: In addition to any other duties and powers provided for by law, the school advisory council for each school building in the state shall make recommendations to the chief executive officer of the school relative to the prioritization of expenditures of school district moneys by such school. In addition, a copy of such recommendations shall be sent to the accountability committee of the school district and to the board of education of such school district. The chief executive officer shall consider such recommendations made by the school advisory council in formulating budget requests to be presented to the board of education.

Rationale: Waiver is requested because TPCA will budget its own Capital Reserve. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The

TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Board of Directors will plan for both long and short term needs.

22-24-105 English Language

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) will consider each student whose dominant language is not English on an individual basis. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: TPCA shall provide suitable instructional programs for all students whose dominant language is not English on a case by case basis. Reference TPCA policy T-IHBEA.

22-32-109(1)(b) Adopting Policies and Prescribing Rules and Regulations

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) intends to adopt its own policies for the appropriate administration of the Academy. Exceptions to this waiver shall be District

policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board hires its own qualified Executive Director, employing criteria specified in its Contract with the District. TPCA, in consultation with its Executive Director, shall further determine what policies and regulations are appropriate and necessary for its operation and governance, provided these are consistent with the terms of the Contract and state law, and shall enact and implement the same.

Expected Outcome: The TPCA Board, Committees, and Executive Director have joined together to write replacements for all waived policies. A complete copy of all replacement policies has been provided to SVVSD and is included in the Appendix of this waiver request.

22-32-109(1)(n)(I) and 22-32-109(1)(n)(II) Establishing a School Calendar for the District

Rationale: Waiver is requested because TPCA has determined its own school calendar, using the District's calendar as a model, and conforming to it whenever possible. TPCA will observe all official District holiday and weather related school closings, and adhere to statutory requirements for minimum hours of attendance. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: By establishing a separate school calendar, TPCA anticipates an increase in the number of hours spent in the classroom, as compared to the SVVSD. The Academy will typically observe the same holiday and weather related school closings as the rest of the District. The Academy reserves the right to determine its own in service scheduling, which will vary from the District's schedule. TPCA Board will approve the school calendar each school year.

Expected Outcome: A school calendar has been established each year and an increase in classroom hours has been achieved. The policy regarding TPCA school calendar is T-IC/ICA which can be found on our website.

22-32-109(1)(t) Determination of Educational Program

Rationale: Waiver is requested because TPCA will establish its own curriculum and educational program which will, as the Colorado Charter School Act mandates, meet or exceed the content standards of the District. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has selected the Core Knowledge curriculum developed by E.D. Hirsch, as well as skills program and appropriate supplemental materials. The Curriculum Committee, a standing committee of the TPCA Board, is charged with selecting, reviewing, monitoring, and recommending any curriculum changes to the Academy Board.

Expected Outcome: The Curriculum Committee and Academy Board have continued evaluation of the curriculum, additions and changes have been recommended and approved, as appropriate. Policies regarding curriculum issues are: T-IE, T-IFC, T-IGA, T-IGA-R, T-IGD, T-IGF, T-IHA, T-IHAM, T-IHAMB, T-

IHAMC, T-IHBC, T-IHCA, T-IHCA- R, T-IIB, T-IIB-R, T-IJ, T-IJJ, T-IJJ-R, T-IJK-R, T-IJL-R, T-IJNA, T-IJOC, T-IJOE, T-IKA, T-IKA-R, T-IKAB, T-IKE, T-IKE-R, T-IKACA, T-IL, T-ILB, T-IMB, which can be found on

our website.

22-32-109(1)(w) Policies and Regulations Regarding Student Conduct, Welfare, Etc.

Rationale: Waiver is requested because TPCA has established its own policies regarding student conduct, welfare, discipline and study, referring to the District's policies as guidelines. In its Contract with the District, TPCA was granted the authority to establish such policies, as well as the ability to suspend and dismiss students from the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has established its own discipline policies and procedures. The Board believes it has the responsibility to

ensure that discipline is maintained and that distractions to the learning process are kept to a minimum. The student code of conduct designed to promote the Academy’s educational goal has been implemented in the third year. Reference TPCA policies T- JK, T-JK-R, T-JKD/JKE, T-JKD/JKE-E, and T-JKD/JKE-R.

Expected Outcome: As a result of the student code of conduct there is in place a tracking system for all discipline and work habit incidences. Quarterly data will pinpoint areas of concern regarding specific discipline problems.

22-32-110(1)(k) Policies and Regulations Regarding Employee Training

Rationale: Waiver is requested because TPCA will establish its own policies regarding employee welfare, in-service training, professional growth, official conduct, etc.

Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: All teachers are expected to attend and participate in school provided staff development, encouraged to seek other professional growth opportunities that interest them and share this with others.

Expected Outcome: The TPCA budget has provided money for Staff Development. Teachers have been to many varied conferences in the first three years such as National Core Knowledge Conference (all three years), computer classes, St. Vrain Music Teachers, Social Studies Conference, English Conference, National Parapro Conference, CPR, First Aid, as well as on-site Core Knowledge training.

22-32-110(1)(bb) Reporting the Defectiveness of a Student

Rationale: Waiver is requested because TPCA will establish its own policies regarding the reporting of mental, moral and physical defectiveness of any child at TPCA. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: A teacher will report any mental, moral and physical defectiveness to the TPCA Executive Director who will then make the proper contact with parents/guardians and provide any necessary referrals. The Executive Director will notify the TPCA Board of any such circumstances.

22-32-116.5 Extracurricular and Interscholastic Activities

Rationale: Waiver is requested because TPCA cannot allow other public school or home schooled students to attend TPCA for extracurricular or interscholastic activities unless district funding is provided. (see contract for wording). The district will not make any student placements unless the TPCA Board has voted to allow placement.

Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Because of funding limits and class size specification it is difficult to enroll students on a part-time basis.

Pages 77-90 Do not exist due to reformatting

22-9-106 **Local Boards of Education - duties Section from Certificated Personnel Evaluations**

Rationale: Waiver is requested because TPCA will employ a compensation program and evaluation system of its own design, different in many respects from the District's system of evaluation. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA will conduct formal annual teacher evaluations, with the Executive Director, Board and certain parents assuming specific responsibilities in the evaluation process. The evaluations will vary in important elements from those used by the District, and will antecede contract renewal discussions and/or the awarding of performance based bonuses.

Expected Outcome: An evaluation form and process is in place.

22-32-109(1)(f) **Employing Personnel and Fixing Compensation**

Rationale: Waiver is requested because TPCA will hire its own personnel and establish its own salary schedule. TPCA will comply with all statutory requirements concerning equal employment opportunities and hiring practices, as well as laws regarding background checks of applicants. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be eligible for automatic waiver status per 2217-R-3.06(b).

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: With the assistance of its Administrator, TPCA shall hire and compensate personnel using 'at-will' employment contracts.

Expected Outcome: TPCA has successfully hired personnel for all positions. The only exception is the position of special education teacher, whose hiring is mutually agreed upon with the district as stipulated in the Contract. Copies of employment contracts for teachers and administrators, as well as the current salary schedule, are available in

policy on our website. Policies regarding hiring practices by the Academy are: T-GDA, T-GCB, T-GCBA, T-GCBB, T-GCBC, T-GDBA, T-GCE, T-GCF, T-GCD

22-32-110(1)(h) Discharge of Personnel

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney retained by TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-32-126 Principals, Employment and Authority

Rationale: 'Waiver is requested because TPCA has employed its own Executive Director and has determined the qualifications and duties of the position, consistent with criteria specified in the Contract and policies. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The Board of Directors will be responsible for hiring the Executive Directors and delineating duties and communicating them through the job description.

Expected Outcome: TPCA has selected and hired its Executive Director. The Academy's Contract with the District describes in detail the criteria which will be

employed in selecting an Executive Director. A copy of the Executive Director's Contract and Job Description is attached. Reference policies T-GCA, T-GCAB

22-63-201 Employment-License Required- Exception

Rationale: Waiver is requested because TPCA may wish, in certain limited circumstances, to employ qualified, non licensed personnel. However, it is the express intention of the TPCA Board to consider licensed applicants first. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.
Plan: The success of the Academy will depend primarily in its ability to attract and retain excellent teachers. TPCA seeks the flexibility to make appropriate hiring decisions, in order to promote its rigorous academic goals. Therefore, with the granting of this waiver, TPCA will select, employ and provide professional development for its teachers and staff, in accordance with the terms and conditions set forth in its Contract with the District.

How the Impact of the Waiver will be Evaluated: Implemented policy T-GCFC that regulates the hiring of non-licensed personnel. This policy has enabled TPCA to employ individuals, which compliment and enhance the education of TPCA students.

22-63-202 Employment Contracts

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-203 Renewal of Contract

Rationale: Waiver is requested because TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policies T-GCBA and T-GCBB specify the nature of the employment contracts. Renewal and non-renewal of contracts is at the sole discretion of the TPCA Board of Directors.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-206 Transfer of Teachers and Salary Adjustments

Rationale: Waiver is requested because TPCA reserves the right to transfer teachers to different assignments within the Academy, as the Academy Board deems appropriate. Adjustments to salaries, when deemed appropriate by the Executive Director and the Board of Directors, will occur and are further subject to constraints imposed by year to year contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado
Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board and the District agree that the District will not transfer teachers or other staff to or from the Academy. Similarly, the Contract with the District acknowledges that the ability to transfer teachers to different assignments within the Academy is a right reserved to the TPCA Board and/or the Academy Executive Director. Salaries are defined in a salary schedule adopted by the Academy Board, and can only be modified by Board action.

Expected Outcome: Any changes in teacher assignment whether transfers or additional job requirements have been approved by the TPCA Board and salary adjustments have been made as necessary.

22-63-301 Grounds for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. All employees serve under "at will" employee contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2

22-63-302 Procedures for Dismissal

Rationale: Waiver is requested because TPCA will establish its own employment practices, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to TPCA. Policy T-GCBA and T-GDA specifies dismissal provisions.

Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into individual contract. Each contract provides all parties to the contract the flexibility to terminate the contract, given two week's notice. (T-GCBA-E, T-GCBB-E-1, T-GCBB-E-2)

22-63-401 Employment-Certificate Required

Rationale: Waiver is requested because TPCA will, in consultation with its Executive Director, make its own employment decisions, including, in certain limited circumstances, the employment of qualified, non certificated personnel. However, it is the express intention of the TPCA Board to consider certificated applicants first. TPCA will further decide such issues as the dismissal of its teachers. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board, in consultation with the Academy Executive Director, and as defined in its Contract with the District, will make all relevant decisions with respect to hiring, retention and dismissal of teachers.

Expected Outcome: In each of the first three years there has never been more then 10% of the teaching staff that is non-certified. All of these teachers had degrees and years of teaching experience. Some were in the process of becoming certificated

22-63-402 Service – Disbursements

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation of teachers, whether certified or not, for services rendered pursuant to their contract agreement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Every teacher employed by TPCA will be compensated per the contract agreement.

22-63-403 Payment of Salaries

Rationale: Waiver is requested because TPCA will establish its own employment practices, with regard to compensation for teachers when their employment contract is terminated by either party. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: When a teacher's employment contract is terminated by either party, the teacher will be entitled to their pro rata share of the salary pursuant to said contract for the period during which services were performed.

22-1-110 Controlled Substance Use Curriculum

Rationale: Waiver is requested because TPCA will include in its curriculum TPCA Board approved instruction regarding substance abuse. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Community will choose its own curriculum and appropriate grade level of instruction.

22-7-207 School Building Advisory Committees

Statute Wording: In addition to any other duties and powers provided for by law, the school advisory council for each school building in the state shall make recommendations to the chief executive officer of the school relative to the prioritization of expenditures of school district moneys by such school. In addition, a copy of such recommendations shall be sent to the accountability committee of the school district and to the board of education of such school district. The chief executive officer shall consider such recommendations made by the school advisory council in formulating budget requests to be presented to the board of education.

Rationale: Waiver is requested because TPCA will budget its own Capital Reserve. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: The TPCA Board of Directors will plan for both long and short term needs.

22-24-105 English Language

Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) will consider each student whose dominant language is not English on an individual basis. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: TPCA shall provide suitable instructional programs for all students whose dominant language is not English on a case by case basis. Reference TPCA policy T-IHBEA.

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Rationale: Waiver is requested because Twin Peaks Charter Academy (TPCA) intends to adopt its own policies for the appropriate administration of the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: The TPCA Board hires its own qualified Executive Director, employing criteria specified in its Contract with the District. TPCA, in consultation with its Executive Director, shall further determine what policies and regulations are appropriate and necessary for its operation and governance, provided these are consistent with the terms of the Contract and state law, and shall enact and implement the same.

Expected Outcome: The TPCA Board, Committees, and Executive Director have joined together to write replacements for all waived policies. A complete copy of all replacement policies has been provided to SVVSD and is included in the Appendix of this waiver request.

22-32-109(1)(n)(I) and
22-32-109(1)(n)(II) Establishing a School Calendar for the District

Rationale: Waiver is requested because TPCA has determined its own school calendar, using the District's calendar as a model, and conforming to it whenever possible. TPCA will observe all official District holiday and weather related school closings, and adhere to statutory requirements for minimum hours of attendance. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: By establishing a separate school calendar, TPCA anticipates an increase in the number of hours spent in the classroom, as compared to the SVVSD. The Academy will typically observe the same holiday and weather related school closings as the rest of the District. The Academy reserves the right to determine its own in service scheduling, which will vary from the District's schedule. TPCA Board will approve the school calendar each school year.

Expected Outcome: A school calendar has been established each year and an increase in classroom hours has been achieved. The policy regarding TPCA school calendar is T-IC/ICA which can be found on our website.

22-32-109(1)(t) Determination of Educational Program

Rationale: Waiver is requested because TPCA will establish its own curriculum and educational program which will, as the Colorado Charter School Act mandates, meet or exceed the content standards of the District. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has selected the Core Knowledge curriculum developed by E.D. Hirsch, as well as skills program and appropriate supplemental materials. The Curriculum Committee, a standing committee of the TPCA Board, is charged with selecting, reviewing, monitoring, and recommending any curriculum changes to the Academy Board.

Expected Outcome: The Curriculum Committee and Academy Board have continued evaluation of the curriculum, additions and changes have been recommended and approved, as appropriate. Policies regarding curriculum issues are: T-IE, T-IFC, T-IGA, T-IGA-R, T-IGD, T-IGF, T-IHA, T-IHAM, T-IHAMB, T-IHAMC, T-IHBC, T-IHCA, T-IHCA-R, T-IIB, T-IIB-R, T-IJ, T-IJJ, T-IJJ-R, T-IJK-R, T-IJL-R, T-IJNA, T-IJOC, T-IJOE, T-IKA, T-IKA-R, T-IKAB, T-IKE, T-IKE-R, T-IKACA, T-IL, T-ILB, T-IMB, which can be found on our website.

22-32-109(1)(w) ***Policies and Regulations Regarding Student Conduct, Welfare, Etc.***

Rationale: Waiver is requested because TPCA has established its own policies regarding student conduct, welfare, discipline and study, referring to the District's policies as guidelines. In its Contract with the District, TPCA was granted the authority to establish such policies, as well as the ability to suspend and dismiss students from the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: TPCA has established its own discipline policies and procedures. The Board believes it has the responsibility to

ensure that discipline is maintained and that distractions to the learning process are kept to a minimum. The student code of conduct designed to promote the Academy's educational goal has been implemented in the third year. Reference TPCA policies T-JK, T-JK-R, T-JKD/JKE, T-JKD/JKE-E, and T-JKD/JKE-R.

Expected Outcome: As a result of the student code of conduct there is in place a tracking system for all discipline and work habit incidences. Quarterly data will pinpoint areas of concern regarding specific discipline problems.

22-32-110(1)(k) Policies and Regulations Regarding Employee Training

Rationale: Waiver is requested because TPCA will establish its own policies regarding employee welfare, in-service training, professional growth, official conduct, etc. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

How the Impact of the Waiver will be Evaluated: All teachers are expected to attend and participate in school provided staff development, encouraged to seek other professional growth opportunities that interest them and share this with others.

Expected Outcome: The TPCA budget has provided money for Staff Development. Teachers have been to many varied conferences in the first three years such as National Core Knowledge Conference (all three years), computer classes, St. Vrain Music Teachers, Social Studies Conference, English Conference, National Parapro Conference, CPR, First Aid, as well as on-site Core Knowledge training.

22-32-110(1)(bb) Reporting the Defectiveness of a Student

Rationale: Waiver is requested because TPCA will establish its own policies regarding the reporting of mental, moral and physical defectiveness of any child at TPCA. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: A teacher will report any mental, moral and physical defectiveness to the TPCA Executive Director who will then make the proper contact with parents/guardians and provide any necessary referrals. The Executive Director will notify the TPCA Board of any such circumstances.

22-32-116.5 Extracurricular and Interscholastic Activities

Rationale: Waiver is requested because TPCA cannot allow other public school or home schooled students to attend TPCA for extracurricular or interscholastic activities unless district funding is provided. (see contract for wording). The district will not make any student placements unless the TPCA Board has voted to allow placement. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Duration: Permanent.

Financial Impact (on the District): The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

Expected Outcome: Because of funding limits and class size specification it is difficult to enroll students on a part-time basis.

Statute or Policy: BE *Title Description:* School Board Meetings

Rationale: Addresses Charter School Operation

Replacement Plan: T-BE

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy: CC *Title Description:* Administrative Organization

Rationale: Addresses Charter School Operation

Replacement Plan: T-CC

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

Statute or Policy: ECA/ECAB *Title Description:* Security/Access to Buildings

Rationale: Addresses Charter School Operation

Replacement Plan: T-ECA

Duration of the Waiver: Permanent

Financial Impact (on the District): None

How the Impact of the Waiver will be Evaluated: As needed or required by C.R.S.

Expected Outcome: Improved operation with a Charter School Oriented policy

EXHIBIT B

RECRUITMENT OUTREACH PLAN

STUDENT RECRUITMENT PLAN 2013 - 2014

GOAL

Twin Peaks Charter Academy is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the "at risk" grades in the K-12 student population in the St.Vrain School District attendance area it serves, which is currently approximately 48%.

Advertisements & Communications

1. The student recruitment, advertisement materials and parent communications will be directed toward populations that could be considered "at risk".
   These populations will include;
   - Academically low-achieving students who may or may not be free/reduced lunch eligible students
2. There will be reduced or no fees required upon registration for students or families who qualify/are eligible.

Goal	Activities	Persons Responsible	Timeline
Recruitment of "at risk" students for Grades K – 12.	▪ Recruitment mailings/ads will be in English & Spanish regarding student openings for TPCA ▪ Provide enrollment presentations at TPCA in English & Spanish through a translator. ▪ Conduct a neighborhood walk(s) to distribute materials in new school area adjacent to Sunset Campus	Marketing Committee Principal Assistant Principal Registrar Dean of Students	August 10 January 2013 Jan – March 2013 January 2013

Parent involvement

Twin Peaks Academy recognizes that parents need to be partners in their children's education. In order for children to reach higher levels of academic success, TPCA believes that parent support and involvement within the school organization and their child's classroom greatly increases the probability of this higher level of academic achievement being attained.

Goal	Activities	Person Responsible	Timeline
Recruitment of Highly Qualified Diverse Staff Recruit and retain highly qualified diverse staff within the school organization		Faculty Advisory Principal	May – July

Goal	Activities	Person Responsible	Timeline
Support parents who may need resources and referral services on housing, health care, after-school and daycare services.	▪ When and where feasible, recruit and retain bi-lingual staff to support and communicate with families or students during conferences and school related activities. - UNC & CSU Teacher Recruitment Fairs	B.O.D. Principal Faculty Adv. Comm.	August 10 March – April 2013
	▪ Coordinate Before & After-School Day Care with YMCA Effective the Fall of 12/13 (program to be self-sufficient)	BOD/Principal Assistant Principal Registrar/Counselor	August 10 Aug. 2012 – May 2013
	▪ Provide a Student Services Title X coordinator who will support families with on-going resource and referral services for all active parents.		

EXHIBIT C

ENROLLMENT PROCEDURES

This represents current TPCA policy and may be amended as necessary by the Twin Peaks Board of Directors.

File: T-JFAB

Admission of Students

I. Order of Enrollment Preference
Waiting Lists will be activated when enrollment levels fall below numbers as specified in T-IIB. Enrollment for each grade will be cut off when maximum classroom capacity is reached.

- The first preference is for students presently attending Twin Peaks Charter Academy. Students will be allowed to re-enroll for the following school year provided the parent contract has been upheld and the student is in good standing with Twin Peaks Charter Academy. Parents must affirm their desire to re-enroll their child(ren) each year by the date published.

- The second preference is for siblings of students already enrolled. If a sibling declines an enrollment offer or accepts, attends and then withdraws, they lose sibling status for that school year but may apply through the general enrollment process. They may re-apply and receive sibling status for subsequent school years. Parents must affirm or-reaffirm their desire to enroll siblings each year by the date published.

- The third preference is for children of all full and part-time TPCA staff employees. Employees having completed 5 years of continuous service may maintain their staff preference for student enrollment, provided that their termination of employment is voluntary. Parents must affirm their desire to re-enroll their child(ren) each year by the date published.

- The fourth preference is for students who enter through the annual lottery.

- The fifth preference is for students who enter through the annual waiting list.

II. K-12 enrollment may take place through Quarter 2/Semester 1 only. No new placements will be offered in the 3rd or 4th quarter/2nd Semester.

III. The Board may, through specific action, temporarily overturn these restrictions if deemed necessary for the financial stability of TPCA.

Cross Ref: T-JC, T-JC-R, T-IKF and T-IIB
Adopted November 29, 1999
Revised February 15, 2001
Revised April 11, 2002
Revised October 27, 2005
Revised January 05, 2012
Revised November 14, 2012

EXHIBIT D

UNIFIED IMPROVEMENT PLAN

COLORADO
Department of Education

Colorado's Unified Improvement Plan for Schools for 2015-16

Organization Code: 0470 District Name: ST VRAIN VALLEY RE 1J School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY Official 2014 SPF: 3 Year

Section I: Summary Information about the School

Directions: This section provides an overview of the school's improvement plan. To complete this section, copy and paste the school's Priority Performance Challenges, Root Causes and Major Improvement Strategies from Section III and IV of the 2015-16 UIP once it has been completed. In the UIP online system, this section will populate automatically as the UIP is written.

How are students performing? Where will school staff be focusing attention?

Priority Performance Challenges: *Specific statements about the school's performance challenges (not budgeting, staffing, curriculum, instruction, etc.), with at least one priority identified for each performance indicator (achievement, growth, growth gaps, PWR) where the school did not meet federal, state and/or local expectations.*

1. Increase number of students meeting or exceeding expectations in elementary math, specifically geometry
2. Increase number of students meeting or exceeding expectations in 8th grade math/Algebra and geometry
3. Increase the number of English Learners meeting or exceeding expectations on internal and state assessments

Why is the school continuing to have these problems?

Root Causes: *Statements describing the deepest underlying cause, or causes, of the performance challenges, that, if dissolved, would result in elimination, or substantial reduction of the performance challenges.*

1. A root causes analysis determined that the lack of elementary students meeting expectations in geometry stems largely from pacing/scope and sequence issues. In many grades geometry is the last unit taught in the Singapore math program and is consequently not taught or not taught to mastery due to time restrictions.
2. A root cause analysis demonstrated that the adoption of Dimensions math and a misalignment of the sequence of math concepts with CCSS/PARCC resulted in students not receiving instruction in certain math concepts prior to assessments. Additionally, students did not have significant practice learning to solve complex, multi-step critical thinking problems which impacted their ability to perform on assessments.
3. Teachers not effectively utilizing strategies to make content accessible to English Learners. Lack of tier 2 and 3 interventions for English Learners.

What action is the school taking to eliminate these challenges?

Major Improvement Strategies: *An overall approach that describes a series of related actions intended to result in improvements in performance.*

1. Continue to align K-12 math, specifically geometry. Adjust sequencing of math units at specific grade levels. Define essential math skills at each grade level.
2. Improve tier one, two and three instruction for English learners through professional development and research based interventions for identified students.

Access School Performance Frameworks here: http://www.cde.state.co.us/schoolview/performance

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Pre-Populated Report for the School

Directions: This section summarizes program accountability requirements unique to the school based upon federal and state accountability measures. Historically, this report has included information from the School Performance Framework; because of the state assessment transition and passage of HB15-1323, 2015 SPFs will not be created. In the table below, CDE has pre-populated the school's data in **blue text**. This data shows the school's performance in meeting minimum federal and state accountability program expectations.

Accountability Status and Requirements for Improvement Plan

Summary of School Plan Timeline	October 15, 2015	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	January 15, 2016	The school has the option to submit the updated plan through Tracker for public posting on SchoolView.org.
	April 15, 2016	The UIP is due to CDE for public posting on April 15, 2016 through Tracker or the UIP online system. Some program level reviews will occur at the same time. For required elements in the improvement plan, go to the Quality Criteria at: http://www.cde.state.co.us/uip/UIP_TrainingAndSupport_Resources.asp.

State Accountability			
READ Act	All schools that serve students in grades Kindergarten through 3rd Grade.	Currently serving grades K-3	Schools serving grades K-3 must include targets and strategies that address the needs of K-3 students identified as having significant reading deficiencies (e.g., instructional strategies, parent involvement strategies). Schools and districts looking for the CDE approved scientifically or evidence based instructional programs and professional development to support identified strategies may access the advisory lists at http://www.cde.state.co.us/coloradoliteracy/readact/programming
Plan Type Assignment	Plan type is assigned based on the school's overall 2014 official School Performance Framework rating (determined by performance on achievement, growth, growth gaps, postsecondary and workforce readiness).	Performance Plan	The school meets or exceeds state expectations for attainment on the 2014 SPF performance indicators and is required to adopt and implement a Performance Plan. The plan must be submitted to CDE by April 15, 2016 to be posted on SchoolView.org. Note that some programs may still require a review of the UIP in April. Through HB 14-1204,

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			small, rural districts (less than 1200 students) may opt to submit their plans biennially (every other year).
ESEA and Grant Accountability			
Title I Focus School	Title I school with a (1) low graduation rate (regardless of plan type), and/or (2) Turnaround or Priority Improvement plan type with either (or both) a) low-achieving disaggregated student groups (i.e., minority, ELL, IEP and FRL) or b) low disaggregated graduation rate. This is a three-year designation.	Not identified as a Title I Focus School	This school is not identified as a Focus School and does not need to meet those additional requirements.
Tiered Intervention Grant (TIG)	Competitive grant (1003g) for schools identified as 5% of lowest performing Title I or Title I eligible schools, eligible to implement one of four reform models as defined by the USDE.	Not awarded a TIG Grant	This school does not receive a current TIG award and does not need to meet those additional requirements.
Diagnostic Review and Planning Grant	Title I competitive grant that includes a diagnostic review and/or improvement planning support.	Not awarded a current Diagnostic Review and Planning Grant	This school has not received a current Diagnostic Review and Planning grant and does not need to meet those additional requirements.
School Improvement Support (SIS) Grant	Title I competitive grant that supports implementation of major improvement strategies and action steps identified in the school's action plan.	Not a current SIS Grantee	This school has not received a current SIS grant and does not need to meet those additional requirements.

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Colorado Graduation Pathways Program (CGP)	The program supports the development of sustainable, replicable models for dropout prevention and recovery that improve interim indicators (attendance, behavior and course completion), reduce the dropout rate and increase the graduation rate for all students participating in the program.	Not a CGP Funded School	This school does not receive funding from the CGP Program and does not need to meet these additional program requirements.

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Section II: Improvement Plan Information

Additional Information about the School

Related Grant Awards	Has the school received a grant that supports the school's improvement efforts? When was the grant awarded?	
External Evaluator	Has the school partnered with an external evaluator to provide comprehensive evaluation? Indicate the year and the name of the provider/tool used.	

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

☐ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review and Planning Grant

☐ School Improvement Support Grant ☐ READ Act Requirements ☐ Other: _____

1	Name and Title Mic FInn, Interim Director	
	Email robert_finn@svvsd.org	
	Phone 303.772.7286	

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	Mailing Address 340 S. Sunset St. Longmont, CO 80501	
2	Name and Title Teal Maxwell Richards , Dean of Academics	
	Email maxwell_teal@svvsd.org	
	Phone 970.772.7286	
	Mailing Address 340 S. Sunset St. Longmont, CO 80501	

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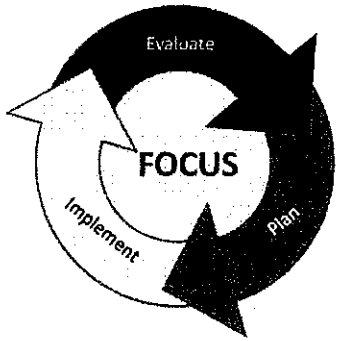
Section III: Narrative on Data Analysis and Root Cause Identification

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



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Narrative:

Description of School Setting and Process for Data Analysis:

The UIP was developed based on work done my administration, staff, and the accountability committee. Administration and school interventionists guided staff through a series of data talks to identify significant data trends and root causes. This information was then used to identify priority performance challenges, targets, and improvement strategies.

Twin Peaks Charter Academy was established in 1997 and is the longest, continually operating charter school in the St. Vrain Valley School district. With the addition of a high school in 2010, Twin Peaks serves a total of 1,023 students in grades K-12. Twin Peaks students come from a variety of backgrounds including:

- *40.2% Free/reducad lunch*
- *.31% American Indian*
- *8.55% Asian*
- *1.43% Black*
- *35.74% Hispanic*
- *51.02% White*
- *.10 % Native Hawaiian*
- *2.85% Multi race*

Process for data analysis:

The UIP was developed based on work done by administration, staff, and the accountability committee. Administration and school interventionists guided staff through a series of data talks to identify significant data trends and root causes. This information was then used to identify priority performance challenges, targets, and improvement strategies.

Review of Current Performance:

Twin Peaks received a rating of "performance" according to the 2014-15 SPF with a total score of 78.1%. In the areas of Academic Achievement, Academic Growth, and Academic Growth Gaps TPCA met state expectations. In the area of postsecondary and workforce readiness TPCA was classified as "exceeds". Of all the performance indicators, TPCA scored the lowest on "Academic Growth Gaps" with a total of 63.7%. Though the school was categorized as "meets" in this area we will monitor it closely to ensure that all TPCA students, especially those with disabilities, continue to grow academically.

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THIRD GRADERS: Reading Beginning of year (BOY): 37% of students were reading below 3rd grade reading level (which is an appropriate level at BOY) and 63% were at or above. Reading Middle of Year (MOY): 26% of students were reading below 3rd and 74% were at or above (all the way to 6th grade level). Math BOY: 65% below 3rd grade level, 35% above. Math MOY: 48% were below 3rd grade level, 52% above. This is a positive shift in scores in just four months.

FOURTH GRADERS: Reading BOY: 57% reading below 4th grade level, 43% above. Reading MOY: 36% reading below 4th grade level, 64% above. Math BOY: 51% below 4th grade level (which is appropriate). Math MOY: 74% were at or above 4th grade level. Looking at last year's PARCC data (when these students were 3rd graders), we see 100% participation and more than 50% met/exceeded expectations in ELA(better than 80% of St. Vrain's elementary schools). In math 55% met/exceeded expectations.

FIFTH GRADERS: Reading BOY: 51% reading below 5th grade level, 49% above. Reading MOY: 46% reading below 5th grade level, 54% above. Math BOY: 68% below 5th grade level. Math MOY: 53% were at or above 5th grade level.

Looking at last year's PARCC data (when these students were 4th graders), we see 4th highest participation in the district and approximately 1/3 of our students met/exceeded expectations in ELA(better than almost 60% of St. Vrain's elementary schools). In math 32% met/exceeded expectations and about half of elementary schools did better than us. This is not acceptable performance, and this class seems to be recovering from a poor 4th grade year (we have made staffing changes and have supports in place). At our first i-ready snapshot, we saw an issue with this class, and when PARCC results finally came out, we were able to confirm. If PARCC results had come out in a timely manner, we would have been able to identify this trend and implement measures to address it when we still had most of the school year in front of us. This is a grade of focus for the remainder of this year in pushing the necessary great gains needed to get back on track.

SIXTH GRADERS: Reading BOY: 50% reading below 6th grade level, 50% above. Reading MOY: 43% reading below 6th grade level, 57% above.Looking at last year's PARCC data (when these students were 5th graders), we see 100% participation and almost 40% met/exceeded expectations ELA(better than 2/3rds of St. Vrain's elementary schools). In math almost 40% met/exceeded expectations (better than 2/3rds of St. Vrain's elementary schools).

SEVENTH GRADERS: Reading BOY: 60% reading below 7th grade level, 40% above. Reading MOY: 58% reading below 7th grade level, 42% above. Looking at last year's PARCC data (when these students were 6th graders), we see 2nd highest participation in the district and almost 50% met/exceeded expectations in ELA(and only 4 middle schools performed better than us). In math almost 30% met/exceeded expectations (better than 55% of St. Vrain middle schools).

EIGHTH GRADERS: Reading BOY: 52% reading below 8th grade level, 48% above. Reading MOY: 48% reading below 8th grade level, 52% above.

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Looking at last year's PARCC data (when these students were 7th graders), we see 2nd highest participation in the district and almost 60% met/exceeded expectations in ELA(and only 4 middle schools performed better than us). In math over 45% met/exceeded expectations (only 4 middle schools performed better than us).

In high school, Twin Peaks ranked in the top 1, 2, or 3 of all high schools in the district in ELA. In math we ranked #1 in algebra II, and very high in algebra I. We also ranked as one of the top high schools in geometry, although our met/exceeded expectations percent was only 15%. While this might be a good showing in comparison to other high schools, this level of proficiency is unacceptable and has been identified as a common thread of focus and improvement here at TPCA from grades K-12.

Trend Analysis:

Elementary Reading: Overall, TPCA has seen a decline in median growth percentile for elementary reading for all sub groups. Compared to the State and District, Twin Peaks had lower growth in 2014 in this area.
Elementary Math: Since 2012 Twin Peaks has seen an overall decline in growth for elementary math. Twin Peaks elementary math growth remains higher than the district and the state. Minority, FRL, and ELL sub groups all had lower growth than their non-minority, non- FRL, non-ELL counterparts.

Elementary Writing: In 2013 writing growth dropped for elementary students. In 2014 there was a slight gain but writing growth is still not as high as in 2012. All sub groups with the exception of FRL were above 50 for writing median growth percentile and TPCA elementary students had higher growth than the state and district.

Middle School Reading: Reading growth has been on an upward trend in the last 3 years with all grades except 6th exceeding the 50th percentile this year. In 2 of the past 3 years minority and ELL students had higher growth than their non minority/ non ELL counterparts. FRL students had lower growth than non FRL students. Overall reading growth for middle school is lower than the district but higher than the state.

Middle School Math: Overall middle school math growth has increased the past 3 years but still falls short of the 50th percentile and is lower than both the district and the state. In the past 2 years minority and ELL students have had higher growth than their non minority/non ELL counterparts. FRL students have lower growth than their non FRL counterparts.

Middle School Writing: Overall middle school writing growth has been on an upward trend with scores comparable to the district and higher than the state. In 2014 FRL students had comparable growth with their non FRL counterparfs. Minority and ELL students typically have lower growth than their non minority/non ELL counterparts.

High School Reading: High school reading growth has been on a upward trend for the past 3 years and growth is higher than the state and district. Minority and FRL students have lower growth than

their non minority/non ELL counterparts.

High School Math: High school math growth declined slightly in 2014 but remains higher than the state and district. Minority and FRL students have lower growth than their non minority/non ELL counterparts.

High School Writing: High school writing growth has experienced a general downward trend but still exceeds the district and state. Minority and FRL students have lower growth than their non minority/non ELL counterparts.

Priority Performance Challenges:

4. Increase number of students meeting or exceeding expectations in elementary math, specifically geometry
5. Increase number of students meeting or exceeding expectations in 8th grade math/Algebra and geometry
6. Increase the number of English Learners meeting or exceeding expectations on internal and state assessments

Root Cause Analysis:

4. A root causes analysis determined that the lack of elementary students meeting expectations in geometry stems largely from pacing/scope and sequence issues. In many grades geometry is the last unit taught in the Singapore math program and is consequently not taught or not taught to mastery due to time restrictions.
5. A root cause analysis demonstrated that the adoption of Dimensions math and a misalignment of the sequence of math concepts with CCSS/PARCC resulted in students not receiving instruction in certain math concepts prior to assessments. Additionally, students did not have significant practice learning to solve complex, multi-step critical thinking problems which impacted their ability to perform on assessments.
6. Teachers not effectively utilizing strategies to make content accessible to English Learners. Lack of tier 2 and 3 interventions for English Learners.

Implications of Colorado Measures of Academic Success (CMAS) on Data Analysis: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, updating the data analysis this year (particularly the trend statements) may be more challenging.

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While the school's data analysis is still expected to be updated, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

Data Narrative for School

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

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

Directions: This chart supports analysis of progress made towards performance targets set for the 2014-15 school year (last year's plan). While this worksheet should be included in your UIP, ***the main intent is to record your school's reflections to help build your data narrative.***

Academic Achievement (Status)	See data narrative. Cannot determine if goals were met due to change in state assessments.		
Academic Growth			

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Academic Growth Gaps			
Postsecondary & Workforce Readiness			

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Academic Achievement (Status)	In the past 3 years Twin Peaks has experienced a general downward or stagnant trend in all content areas except 8th grade writing. However, TPCA received a Meets rating based on 3 years of data for academic achievement.	Collect, share, and analyze data in a timely manner to improve instructional practices resulting in more students scoring P/A. Continue to implement recently adopted reading and math programs (Singapore/Dimensions math and CKLA).	Significant growth at Twin Peaks has resulted in the need for a multi year approach to improve tier one instruction as well as systems of support. Factors such as differentiation at the tier one level, inadequate tier 2 intervention and lack of consistently applied, research based programs in reading and math at the elementary level contribute to this trend.
Academic Growth	In the past 3 years Twin Peaks has seen a downward or stagnant trend with regard to growth with the exception of middle school math and writing. However, TPCA received a Meets rating based on 3 years of data for academic growth.	Decrease the number of students who are not experiencing a years growth in one year.	Inadequate systems of support, particularly at the secondary level, have interfered with students being identified and provided with research based intervention in a timely manner.
Academic Growth Gaps	Twin Peaks continues to see growth gaps for students with disabilities and students needing catch up in elementary and middle school reading, FRL and students with disabilities in elementary math, all subgroups in middle school math, and FRL students, students with disabilities and	Continue to evaluate disaggregated data in order to identify groups of students who are not growing at an adequate rate.	Significant growth and an increasingly diverse student body have resulted in the need for more effective differentiation for students learning English, entering school with a lack of background knowledge, and those students with disabilities.

	students needing catch up in middle school writing. At the high school level FRL students' writing growth is the only growth gap evident at this time. However, TPCA received a Meets rating based on 3 years of data for academic growth.	Improve differentiated instruction to increase academic growth for all student groups, particularly at the middle school level.	
Postsecondary & Workforce Readiness	In 2014-15 Twin Peaks received an exceeds rating with regard to postsecondary and workforce readiness scoring 30.6 out of a possible 35 points.	N/A	

Worksheet #2: Data Analysis

Directions: ***This chart supports planning teams in recording and organizing observations about school-level data in preparation for writing the required data narrative.*** Planning teams should describe positive and negative trends for all of the four performance indicators using at least three years of data, when available, and then prioritize the performance challenges (based on notable trends) that the school will focus its efforts on improving. The root cause analysis and improvement planning efforts in the remainder of the plan should be aimed at addressing the identified priority performance challenge(s). A limited number of priority performance challenges is recommended (no more than 3-5); a performance challenge may apply to multiple performance indicators. At a minimum, priority performance challenges must be identified in any of the four performance indicator areas where minimum state and federal expectations were not met for accountability purposes. In most cases, this should just be an update to the plan from 2014 since the SPF has not changed for 2015. Finally, provide a brief description of the root cause analysis for any priority performance challenges. Root causes may apply to multiple priority performance challenges. You may add rows, as needed.

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Section IV: Action Plan(s)

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

School Target Setting Form

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

Implications of Colorado Measures of Academic Success (CMAS) on Target Setting: During the 2014-15 school year, Colorado transitioned from reading, writing and math TCAP assessments to CMAS PARCC English language arts and math assessments. These assessments measure related, but different content standards and are expected to have different proficiency levels. As a result, setting targets based on the percent of students scoring proficient and advanced on TCAP is not appropriate. Furthermore, CDE does not yet know if student growth percentiles and median student growth percentiles will be available for accountability, planning or reporting use. It is known that adequate growth percentiles will not be available this school year for 2014-15 results. Target setting is still expected to occur in the UIP process during this transition period. However, some modifications in typical practice may be needed. Refer to the UIP state assessment transition guidance document on the UIP website for options and considerations.

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Department of Education

School Target Setting Form

Academic Achievement (Status)	CMAS/PARCC, CoAlt, K-3 literacy measure (READ Act), local measures	ELA	Increase the number of English Learners meeting or exceeding expectations				Ongoing PD for classroom teachers regarding best practices for English Learners (provided by ESL Interventionist). Tier 2 and 3 intervention for English Learners provided to students identified on ACCESS.
		READ					
		M	Increase number of students meeting or exceeding expectations in math, specifically with regard to geometry.				K-12 math curriculum alignment, cross curricular math instruction, continued implementation of Singapore/Dimensions math. Define essential math skills at each grade level.
		S					

School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY

COLORADO
Department of Education

Academic Growth	Median Growth Percentile, TCAP, CMAS/PARCC, ACCESS, local measures	ELA					
		M					
		ELP					
Academic Growth Gaps	Median Growth Percentile, local measures	ELA					
		M					
Postsecondary & Workforce Readiness	Graduation Rate						
	Disag. Grad Rate						
	Dropout Rate						
	Mean CO ACT						
	Other PWR Measures						

School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
Vertical team talks	ongoing		Teachers, principals, academic dean, interventionists	time, curriculum maps	Principals will facilitate vertical team talks once per semester. Teachers will review curriculum maps/sequencing and adjust as needed.	in progress
Determine essential skills for each grade level. Define what success will look like.	complete May 2016		Teachers, principals, interventionists	time	Each team produces list of essential math concepts/skills and assessment tool with mastery criteria defined.	in progress
Continued implementation of Singapore Math and Dimensions	ongoing		Teachers, principals		Classroom observation will show teachers utilizing adopted math programs with fidelity	in progress

Action Planning Form for 2015-16 and 2016-17

Directions: Identify the major improvement strategy(s) for 2015-16 and 2016-17 that will address the root cause(s) determined in Section III. For each major improvement strategy, identify the root cause(s) that the major improvement strategy will help to dissolve. Then, indicate which accountability provision or grant opportunity it will address. In the chart below, provide details about key action steps necessary to implement the major improvement strategy. Details should include the action steps that will be taken to implement the major improvement strategy, a general timeline, resources that will be used to implement the actions, and implementation benchmarks. Additional rows for action steps may be added. While the template provides space for three

School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY

major improvement strategies, additional major improvement strategies may also be added. To keep the work manageable, however, it is recommended that schools focus on no more than 3 to 5 major improvement strategies.

Major Improvement Strategy #1: Continue to align K-12 math, specifically geometry. Adjust sequencing of math units at specific grade levels. Define essential math skills at each grade level. **Root Cause(s) Addressed:** K-12 math alignment.

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

☐ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other:

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

School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY

COLORADO
Department of Education

Major Improvement Strategy #2: Improve tier one, two and three instruction for English learners. **Root Cause(s) Addressed:** Tier 1, 2, and 3 instruction not adequately supporting English Learners

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

☐ State Accreditation ☐ Title I Focus School ☐ Tiered Intervention Grant (TIG) ☐ Diagnostic Review Grant ☐ School Improvement Support Grant

☐ READ Act Requirements ☐ Other: _____

Description of Action Steps to Implement the Major Improvement Strategy	Timeline		Key Personnel*	Resources (Amount and Source: federal, state, and/or local)	Implementation Benchmarks	Status of Action Step* (e.g., completed, in progress, not begun)
	2015-16	2016-17				
ESL teacher builds capacity with classroom teachers through professional development and work with individual teachers and teams	ongoing	ongoing	Principals, ESL teacher, teachers	Professional development time, classroom observation time	Classroom observations indicate teacher utilizing high yield strategies to make content accessible	in progress
ESL teacher supports individual students through tier 2 and 3 interventions	ongoing	ongoing		Intervention materials for English learners	Students identified as NEP and or LEP on ACCESS receive tier 2 or 3	in progress

School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY

				intervention (depending on need)	

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

Section V: Appendices

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

- Additional Requirements for Turnaround Status Under State Accountability (Required)
- Tiered Intervention Grantee (TIG) (Required)
- Title I Schoolwide Program. *Important Notice: The schoolwide addendum is one of several ways to document how a school is meeting the Title I schoolwide requirements. While schools operating a Title I schoolwide program must have a plan, use of the UIP addendum is optional. The Federal Programs Unit and the Improvement Planning Unit will be offering training in fall 2015 on schoolwide requirements and the possible pathways to meet those requirements.*

School Code: 8927 School Name: TWIN PEAKS CHARTER ACADEMY

EXHIBIT E

DISTRICT ACCREDITATION INDICATORS

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

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

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects 1) normative growth: how the academic progress of the students in this school compared to that of other students statewide with a similar TCAP 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 TCAP.

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

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

EXHIBIT F

EDUCATIONAL PROGRAM CHARACTERISTICS

MISSION

Twin Peaks Charter Academy provides students with the foundations of virtue and character, building cultural literacy through a rigorous, content rich curriculum in an encouraging environment.

Our legacy; "*Academic Excellence*"

GUIDING PRINCIPLES

Twin Peaks Charter Academy relies on founding philosophies and guiding principles that are reviewed and updated periodically to steer and direct all decision making:

1. Academics are the focus of the Academy.

- Core Knowledge is the basis of our educational philosophy. We are dedicated to a content-rich curriculum based on the Core Knowledge sequence for K-8. The Classical Education high school builds on Core Knowledge with addition of rhetoric and college preparatory coursework.

- Reading is the foundation for all learning. We apply research based reading strategies, including a focus on the skills of phonemic awareness, systematic phonics, fluency, vocabulary, and comprehension.

- Reading and analyzing classic and historic literature at all levels of education are critical and necessary building blocks for developing articulate, contributing citizens.

- Math is a fundamental skill. We believe in a balance between the memorization of math facts/basic skills and the development of number sense and problem solving skills. High school math builds on the K-8 developing critical thinking and logic skills necessary for college and life.

- Extracurricular activities and electives support academic growth. While we realize that extracurricular activities and electives should not take the place of the academic fundamentals, we believe that they enhance the educational experience of all students who wish to participate.

2. The Academy practices the traditional concept of teacher-led classes.

- Core Knowledge K-8 and Classical Education high school aligned with state standards dictates the curriculum, but not the teaching methodology.

- It is expected that a teacher will use a wide range of teaching methodologies to meet the needs of different learning styles.

3. **The Academy establishes high expectations for academics and behavior within a supportive environment.**

- We believe that children will rise to the level of expectation that is placed upon them.

- Ultimately, it is real, concrete personal accomplishments that enhance good self-esteem. Therefore, we strive to offer students opportunities for true academic success through hard work and mastery of a broad and relevant curriculum. A strict grading scale and required homework are two strategies that reinforce these high expectations.

4. **Character Education is essential in developing productive citizens in an ever changing world.**

- The principles of good character are integrated into daily instruction and are the basis for conversations with students about behavioral choices.

5. **Appropriate student discipline is necessary to ensure a learning environment that is free from disruptions.**

- Teachers and students should be free to focus on classroom instruction and learning, not on a disruptive student.

- In keeping with the focus on academics and character education, the Academy has instituted a strict three-strike discipline policy, which both protects the classroom learning environment and sanctions students for inappropriate behavior.

6. **Twin Peaks Charter Academy has instituted a student uniform dress code.**

- The purpose of the student dress code is to reduce distractions and negative peer pressure among students. A K-8 uniform dress code and high school dress code help to create an environment which is conducive to learning and reinforces our strong discipline code.

7. **Parents are an integral part of their child's education.**

- Parents are the child's first teacher and know their child the best.

- Parents must assist their child in order for them to be successful in this rigorous academic environment.

- The parent contract is used to reinforce this principle.

- Parent volunteers are welcomed and encouraged, at the direction of the teacher.

- Participation in committees and other volunteer opportunities are critical to the school's success.

EXHIBIT G

PLAN FOR ENGLISH LANGUAGE LEARNERS

All students entering Twin Peaks Charter Academy complete the District Home Language Survey. Students coming from a District School have physical cumulative records forwarded to Twin Peaks and have shared Infinite Campus and Alpine Achievement information released to Twin Peaks. All students in grades K-8 and new students in Grades 9-12 are assessed with battery of benchmark assessments in order to determine proficiency in reading, writing and math. This information assists in course placement and identifying instructional support needs under a Response to Intervention process.

Twin Peaks Charter Academy implements full English immersion for English Language Learners within all the grade levels. Within each classroom, teachers provide sheltered instruction that is scaffolded to meet the academic needs of the identified student. This form of instruction (S.I.O.P. Strategies) can take the place in a whole group or small group or one-on-one setting in a variety of content areas with the classroom. Twin Peaks teaching staff utilizes a variety of high yield, research based strategies of instruction that support all learners, including the English Language Learner. Professional development is key and the continued use of student data or progress monitoring ensures that all students, including ELL students are making progress to toward desired outcomes.

Students who are not reading and/or writing at the determined level of proficiency, and/or are identified as Non-English Proficient or Limited English Proficient are supported through instructional contact with a qualified interventionist. This is in addition to support they receive from their classroom teacher.

All students who meet the criteria and who have been identified as English Language Learners, take the state ACCESS Assessment. This information is reported to the District, principal and individual classroom teachers where Individual Literacy Plans are developed as needed or determined by the READ Act.

EXHIBIT H

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 ____, 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 _____ 6-12-13
John Creighton Date
President, SVVSD Board of Education

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 _____ 7-12-13
~~Allison Schnell~~ Gina Dattilo Date
Operations & Finance Manager for Aspen Ridge Preparatory School
Approved for signature by ARPS Board on 7-10-13.

_____ 7/30/13
Tony Carey Date

_____ 6/3/13
Patty Cragg Date

_____ 7/18/13
~~Tom Cooper~~ Tina Nuechterlein, Vice President Date
for Imagine at Firestone Board of Directors

_____ 7-8-13
~~Robert DuBois~~ Kathy DeMatteo Date
New Board President at Twin Peaks Charter as of June 19, 2013

_____ 6-12-13
Jennifer Kemp Date

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of a Resolution for the District to Accept the Colorado State Model Evaluation System

RECOMMENDATION

That the Board of Education adopt a resolution for the St. Vrain Valley to accept the Colorado State Model Evaluation System for the 2016-2017 school year.

BACKGROUND

School districts must provide annual assurance to the Colorado Department of Education that the local Board of Education is either adopting the Colorado State Model Evaluation System or implementing its own evaluation system by July 1 of each year.

The Resolution being recommended for adoption indicates the District's intent to implement the Colorado State Model Evaluation System for the 2016-17 school year. This evaluation system is in alignment with the new language of the Agreement between the St. Vrain Valley Education Association and St. Vrain Valley School District RE-1J that is being recommended for approval at the June 22, 2016 Board Meeting.

Even though SB 10-191 does not legally require a resolution, it is being recommended that the Board take public action annually to confirm the intent of the District and to serve as direction for the required annual assurance.

RESOLUTION
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

WHEREAS, the District is required to implement a written licensed personnel evaluation system in the 2016-17 school year that meets the requirements of Senate Bill 10-191, which amended the Licensed Personnel Performance Evaluation Act, C.R.S. 22-9-101 *et seq.* (the Act); and

WHEREAS, the Act requires the District's licensed personnel evaluation system to evaluate teachers, specialized services professionals, and principals consistent with the Act and applicable rules of the Colorado State Board of Education (SBE); and

WHEREAS, the Colorado Department of Education (CDE) has developed the Colorado State Model Evaluation System for use by school districts; and

WHEREAS, the Colorado State Model Evaluation System meets the requirements of the Act and applicable SBE rules; and

WHEREAS, CDE will provide professional development and other trainings and resources to districts that adopt the Colorado State Model Evaluation System; and

WHEREAS, the Board has determined that it is in the best interest of the District to adopt the Colorado State Model Evaluation System;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the St. Vrain Valley School District RE-1J hereby adopts the Colorado State Model Evaluation System and directs the Superintendent to take all actions necessary to implement the Colorado State Model Evaluation System in the District beginning in the 2016-17 school year.

Adopted this 22nd day of June 2016.

_____
President, Board of Education

Attest: _____
Secretary, Board of Education

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of the Superintendent's Budget--All Funds, for Fiscal Year 2017

RECOMMENDATION

That the Board of Education adopt the Superintendent's Budget--All Funds, for Fiscal Year 2017, by the Appropriation Resolution presented.

BACKGROUND

The Proposed Fiscal Year 2017 Budget was introduced to the Board of Education on May 25, 2016. On June 8, 2016 Tony Whiteley, Executive Director of Budget, presented a brief overview of the Proposed Fiscal Year 2017 Budget and answered questions from Board members, and then the Board conducted a Public Hearing. This timing complies with all the rules and regulations of the State of Colorado.

Tony Whiteley will be available to answer any questions Board members may have prior to formal action on the budget resolution.

ST. VRAIN VALLEY SCHOOLS

academic excellence by design

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

Boulder, Broomfield, Larimer, and Weld Counties

SUPERINTENDENT'S ADOPTED BUDGET

2017 Fiscal Year
July 1, 2016 – June 30, 2017

May 25, 2016 (Introduction)
June 8, 2016 (Public Hearing)
June 22, 2016 (Adoption)

www.svvsd.org

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

St. Vrain Valley School District RE-1J • 395 South Pratt Parkway • Longmont • CO • 80501-6436

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

SUPERINTENDENT'S ADOPTED BUDGET

FISCAL YEAR ENDING JUNE 30, 2017

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ST. VRAIN VALLEY SCHOOLS
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SUPERINTENDENT'S BUDGET MESSAGE

DATE: May 25, 2016

TO: Board of Education and Citizens of the St. Vrain Valley School District

This St. Vrain Valley School District General Fund proposed budget, together with the budgets for other funds for Fiscal Year 2017, is the current expenditure plan for all funds generated through local, state and federal sources, commencing July 1, 2016 and extending through June 30, 2017. This document includes financial, budgetary, and program information that we believe will provide the user with a better understanding of the District's operations. Financial negotiations with the St. Vrain Valley Education Association (SVVEA) were successfully completed. Therefore, the accompanying General Fund proposed budget has been prepared showing the adjustments to compensation as agreed to with the SVVEA.

The General Fund budget appropriation for 2016-17 is proposed to be $286,632,392, which includes planned expenditures of $265,938,428 plus appropriated reserves of $20,693,964.

The following summary provides the budgeted expenditures by fund, and the total budget, including the appropriated District reserves. Additional detailed information summarized by fund, operating activity, individual school, and department, as well as other pertinent information is included in the accompanying financial budget document.

	Budgeted Expenditures	Appropriated Reserves	Total Expenditures and Reserves
Operating Funds			
General Fund	$ 265,938,428	$ 20,693,964	$ 286,632,392
Capital Reserve Capital Projects Fund	5,448,009	2,301,991	7,750,000
Fair Contributions for Public School Sites Fund	1,465,000	6,980,643	8,445,643
Nutrition Services Fund	9,611,224	13,546	9,624,770
Governmental Designated Purpose Grant Fund	14,216,000	-	14,216,000
Risk Management Fund	3,444,095	151,606	3,595,701
Student Activities Special Revenue Fund	6,423,000	4,135,624	10,558,624
Student Activities Agency Fund	116,000	159,356	275,356
Self Insurance Fund	15,728,500	-	15,728,500
Sub-Total - General Student Population	322,390,256	34,436,730	356,826,986
Colorado Preschool Program Fund	1,559,554	76,574	1,636,128
Community Education Fund	6,310,000	415,000	6,725,000
Sub-Total - Operating Funds	330,259,810	34,928,304	365,188,114
Other Funds			
Bond Redemption Fund	35,543,477	-	35,543,477
Building Fund	25,000	6,777,861	6,802,861
Student Scholarship Fund	50,450	-	50,450
Total Budget	**$ 365,878,737**	**$ 41,706,165**	**$ 407,584,902**

The 2017 fiscal year budgets of the St. Vrain Valley School District will provide instructional and support services for a student body membership of approximately 32,000 students.

The program budgeting process is based primarily upon the Board-adopted Mission Statement, the District's Strategic Priorities and the goals set by the District's Board of Education.

All final revenues and expenditures are within current limitations established by Colorado Revised Statutes and the TABOR Amendment.

The annual budget development is a cooperative staff and community effort. We continue to appreciate the time and support provided by those contributing to the process, especially the Finance and Audit Committee. We invite further participation of any who are interested in helping provide the best education we can for the children.

Respectfully,

Don Haddad, Ed.D.
Superintendent of Schools

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

APPROPRIATION RESOLUTION

Be it resolved by the Board of Education of School District RE-1J in Boulder, Weld, and Larimer Counties and the City and County of Broomfield that it hereby appropriates the amounts shown in the following schedule to each fund for the ensuing fiscal year beginning July 1, 2016, and extending through June 30, 2017, and adopts the budgets related thereto.

General Fund	$ 286,632,392
Bond Redemption Fund	35,543,477
Building Fund	6,802,861
Capital Reserve Capital Projects Fund	7,750,000
Colorado Preschool Program Fund	1,636,128
Community Education Fund	6,725,000
Fair Contributions for Public School Sites Fund	8,445,643
Governmental Designated Purpose Grant Fund	14,216,000
Nutrition Services Fund	9,624,770
Risk Management Fund	3,595,701
Student Activities Special Revenue Fund	10,558,624
Student Activities Agency Fund	275,356
Student Scholarship Fund	50,450
Self Insurance Fund	15,728,500
TOTAL	$ 407,584,902

Date of the adoption of the budgets June 22, 2016

Signature – President of the Board_____

ST. VRAIN VALLEY SCHOOLS
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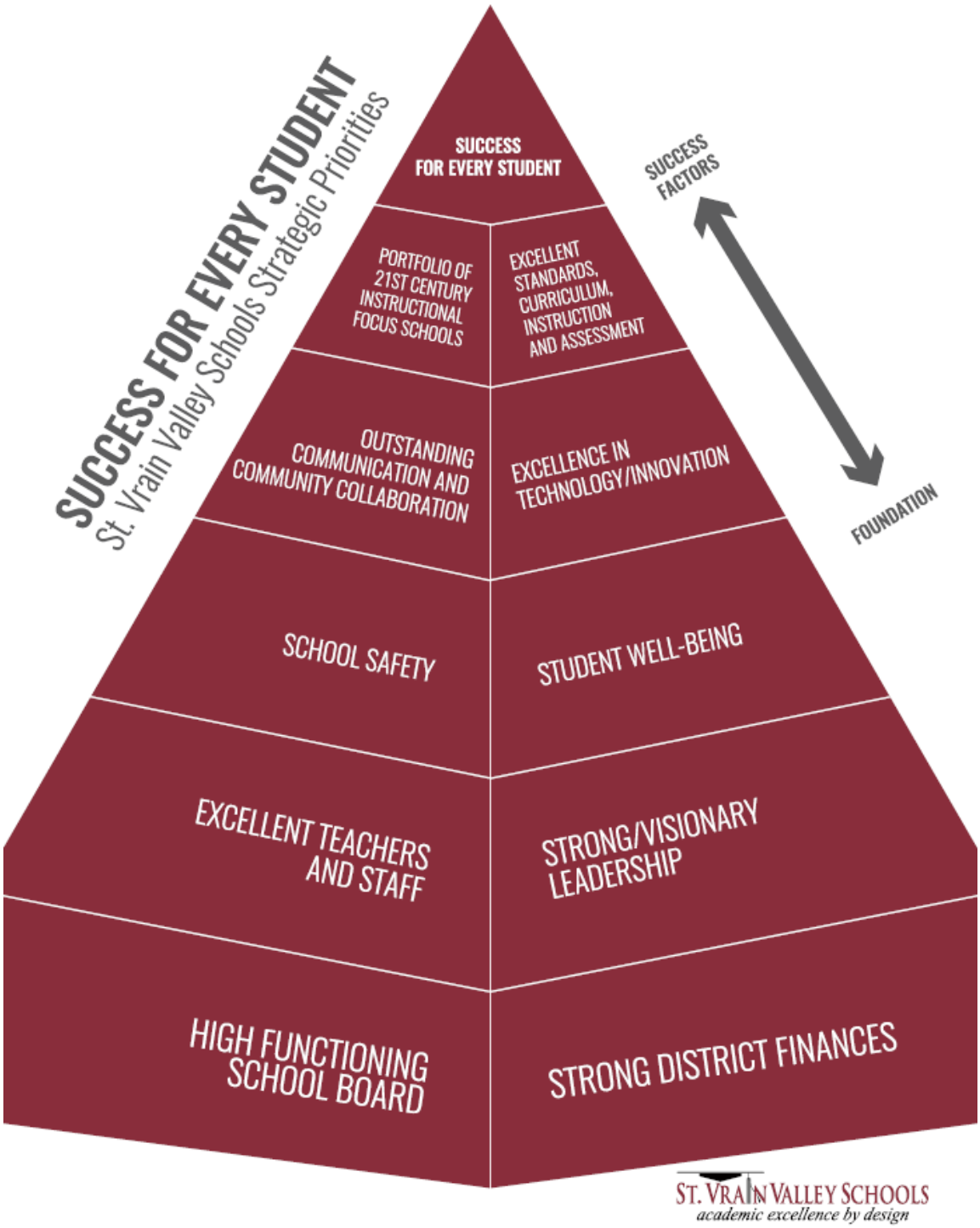
STRATEGIC PRIORITIES HIERARCHY



BUDGET INFORMATION

The Superintendent's Budget is the District's annual operating budget. The following information is intended to provide a general understanding of the budget process and resulting budget document.

Fund Accounting

The District uses funds to report its financial position and results of operations. 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 collection and disbursement of earmarked funds (special revenue funds), the acquisition, construction or remodeling of major capital facilities (capital projects fund), and the servicing of long-term debt (debt service funds). The District's major governmental funds are the General Fund (including the CPP and Risk Management Funds as subfunds), Governmental Designated Purpose Grants Fund, Bond Redemption Fund, and the Building Fund:

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.

Colorado Preschool Program Fund – This fund is reported as a sub-fund of the General Fund. Monies 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.

Risk Management Fund – This fund is also a sub-fund of the General Fund. Monies 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.

Special Revenue *Governmental Designated Purpose Grants Fund* – This fund accounts for the restricted state and federal grants. This includes, but is not limited to, the NCLB Consolidated Grants, IDEA grants, and ARRA grants.

Debt Service Fund – The District has one debt service fund, the *Bond Redemption Fund*. This fund is used to account for the accumulation of resources for, and the payment of, long-term debt principal, interest, and related costs. The fund's primary revenue source is local property taxes levied specifically for debt service.

Nutrition Services Fund – This fund accounts for the financial transactions related to the nutrition service operations of the District.

Capital Projects Funds – The District has two capital projects funds, the Building Fund (major) and the Capital Reserve Capital Projects Fund (non-major). The *Building Fund* accounts 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 equipment. *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 major equipment purchases.

The other "non-major" governmental funds of the District are Special Revenue Funds (other than the Governmental Designated Purpose Grants Fund) – These funds account for revenues derived from earmarked revenue sources, charges for supporting educational services, and tuition. The "non-major" Special Revenue Funds consist of the *Community Education Fund, Fair Contributions Fund,* and *Student Activities Special Revenue 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. The District's only internal service fund is the *Self Insurance Fund* which accounts for the financial transactions related to the District's self-funded dental and medical insurance plans.

Fiduciary Funds – Fiduciary fund 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 Activities Agency Fund*.

FUND 10 – GENERAL FUND

The General Fund is a governmental fund which includes the revenues and expenditures for the general operations of the District. The expenditures for the school and departmental operations are primarily budgeted and accounted for in the General Fund. The total budgeted revenues in the General Fund are $265,938,428. The total budgeted expenditures in the General Fund are $272,313,392. Therefore, the General Fund fund balance is to be spent down by $6,374,964 in Fiscal Year 2017. In addition, reserved fund balance of $14,319,000 is also appropriated in the General Fund. The appropriated reserves include $5,728,000 for contingency reserve as required by Board policy, and $8,591,000 of TABOR reserves. The total General Fund budget appropriation for the year ending June 30, 2017 is $286,632,392.

Budget Development Assumptions

1.	2017 Fiscal Year Budget	This adopted budget for the school year July 1, 2016 - June 30, 2017 (FY17) is presented based on the Colorado Public Schools Finance Act of 1994, as amended.
2.	Pupil Membership	The adopted budget is based upon a K-12 student headcount of 31,416.
3.	Funded Pupil Count	Membership count is the actual number of K-12 students attending SVVSD. Funded pupil count (FPC) is based on whether those students attend class full time or half time (e.g., kindergarten students for FY17 count as 1 student but 0.58 funded pupil count). The FPC for the budget is 29,451.7, an increase of 78.2 (0.27%) above FY16.
4.	Instructional Supplies and Materials	District policy requires the budget include $210 per student for instructional supplies, books, field trips and capital outlay. The required minimum instructional supplies and materials budget is $5,533,219. This is based on 26,348.7 FPC (net of charter school FPC).
5.	Capital Reserve/Risk Management	District policy requires direct allocation of funding to the Capital Reserve Fund and Risk Management Fund in the amount of at least $333 per student for FY17. A total of $8,774,104 is included in FY17. This includes $3,429,095 to the Risk Management Fund and $5,345,009 to the Capital Reserve Fund.
6.	State Equalization Program	Based on current appropriation from the State of Colorado, the District is forecasting $7,261.24 per pupil FPC as per pupil revenue (PPR) for FY17. PPR was $7,143.24 for FY16.
7.	Mill Levy Override	The voters of the District passed mill levy overrides in November of 2008 and 2012, both of which provide additional funds for a variety of items as defined within the ballot questions. As required, accounting for the MLO funds is incorporated within the General Fund totals. Additional details regarding planned expenditures are included below.

8. Charter Schools

The District must account for 100% of the District's per pupil revenue, including the increased funding for all-day kindergarten, multiplied by the funded pupil count of the charter schools. The District shares the 2008 Mill Levy Override revenue with five of the charter schools in proportion to the October 1, 2008 student FPC. The District also shares the 2012 Mill Levy Override revenue with the six current charter schools in proportion to the October 1, 2012 student FPC. The projected student FPC for the charter schools for FY17 is 3,103.0, an increase of 5.8 compared to FY16, resulting in a total adopted budget charter school allocation of $25,845,092 as follows:

	FPC	PPR	MLO
Aspen Ridge	391.0	$ 2,839,145	$ 114,884
Carbon Valley	248.5	1,804,418	483,260
Flagstaff Academy	795.0	5,772,686	846,820
Imagine at Firestone	552.0	4,008,204	693,616
St. Vrain Montessori	198.0	1,437,726	139,540
Twin Peaks	918.5	6,669,449	1,035,344
	3,103.0	$22,531,628	$3,313,464

9. Contingency Reserve

For FY17, a 2.0% Board-established contingency reserve is calculated on seven operating funds and is maintained entirely within the budget of the General Fund.

10. TABOR Emergency Reserve

The TABOR Reserve is funded as required per Article X of the State Constitution (TABOR Amendment) and is held in cash and investments in the General Fund.

11. School Allocations

Schools are not being allowed to carry over unexpended General Fund budgets into FY17 from FY16.

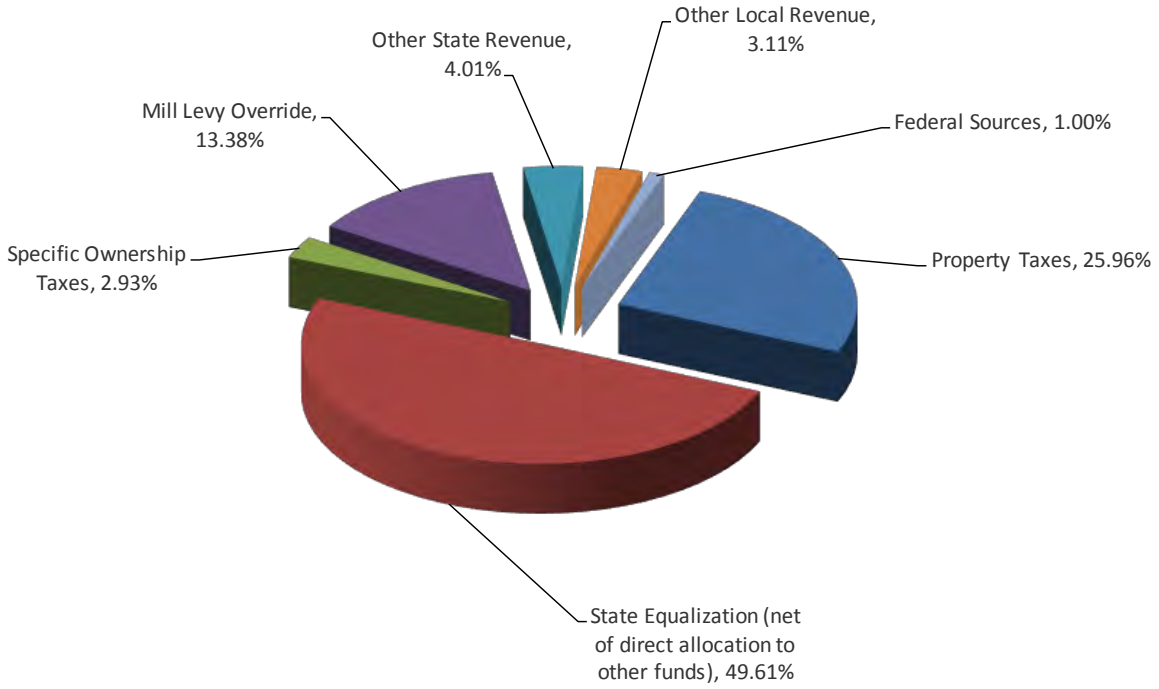
12. Salaries and Benefits

The FY17 salaries expense includes an average compensation increase of 4.05%, and funding for education advancement on the salary schedule. Benefits expense includes the additional PERA funding required and net increase in health and dental insurance premiums. This is the case for each fund that pays salaries and benefits.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
SUMMARY OF GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEARS ENDED 2015 - 2017

Sources of Revenues	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Local Sources	$ 110,077,450	$ 114,383,557	$ 129,891,444	$ 129,680,291	$ 120,671,633
State Sources	144,978,978	148,758,720	143,427,942	143,504,532	152,934,127
Federal Sources	1,444,454	1,447,867	3,888,386	3,888,386	2,665,626
Revenues Before Allocation	**256,500,882**	**264,590,144**	**277,207,772**	**277,073,209**	**276,271,386**
Allocation to:					
Capital Reserve Fund	(4,921,561)	(4,805,803)	(5,482,577)	(5,482,577)	(5,345,009)
Risk Management Fund	(2,834,942)	(3,224,919)	(3,109,773)	(3,109,773)	(3,429,095)
Colorado Preschool Program	(1,417,317)	(1,481,001)	(1,471,161)	(1,471,161)	(1,558,854)
Fiscal Emergency Reserve	-	-	-	-	-
Total General Fund Revenues	**247,327,062**	**255,078,421**	**267,144,261**	**267,009,698**	**265,938,428**
Expenditures	234,719,852	259,305,728	262,037,944	255,462,564	272,313,392
Transfers	-	-	-	-	-
Total Expenditures & Transfers	**234,719,852**	**259,305,728**	**262,037,944**	**255,462,564**	**272,313,392**
Excess of Revenues Over Expenditures & Transfers	**$ 12,607,210**	**$ (4,227,307)**	**$ 5,106,317**	**$ 11,547,134**	**$ (6,374,964)**

GENERAL FUND REVENUE SOURCES
Fiscal Year Ending 06/30/17



Summary of General Fund Revenue	Adopted Budget 2017	%
Property Taxes	$ 69,027,290	25.96%
State Equalization (net of direct allocations to other funds)	131,925,622	49.61%
Specific Ownership Taxes	7,800,000	2.93%
Mill Levy Override	35,572,000	13.38%
Other State Revenue	10,675,547	4.01%
Other Local Revenue	8,272,343	3.11%
Federal Sources	2,665,626	1.00%
Total	$ 265,938,428	100.00%

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

GENERAL FUND

SUMMARY OF REVENUES BY SOURCE AND EXPENDITURES BY ACTIVITY

FISCAL YEARS ENDED 2015 - 2017

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Local Sources	$ 110,077,450	$ 114,383,557	$ 129,891,444	$ 129,680,291	$ 120,671,633
State Sources	144,978,978	148,758,720	143,427,942	143,504,532	152,934,127
Federal Sources	1,444,454	1,447,867	3,888,386	3,888,386	2,665,626
Revenue Allocation:					
Capital Reserve Fund	(4,921,561)	(4,805,803)	(5,482,577)	(5,482,577)	(5,345,009)
Risk Management Fund	(2,834,942)	(3,224,919)	(3,109,773)	(3,109,773)	(3,429,095)
Colorado Preschool Program Fund	(1,417,317)	(1,481,001)	(1,471,161)	(1,471,161)	(1,558,854)
Fiscal Emergency Reserve	-	-	-	-	-
Total Revenues	**247,327,062**	**255,078,421**	**267,144,261**	**267,009,698**	**265,938,428**
Designated and Reserved Fund Balance	-	-	-	-	-
Total Funds Available	**247,327,062**	**255,078,421**	**267,144,261**	**267,009,698**	**265,938,428**
Expenditures					
Instruction					
Direct Instruction					
Preschool Education	3,398,297	4,826,028	5,034,766	4,908,427	5,005,520
Elementary Education	42,110,990	48,000,115	48,107,250	46,900,083	47,668,846
Middle School Education	21,624,474	22,891,982	22,885,617	22,311,343	24,376,583
High School Education	26,350,293	29,605,646	29,673,796	28,929,184	33,627,132
Other Regular Education	13,199,119	18,024,677	18,617,721	18,150,542	18,277,658
Special Programs	15,935,122	17,681,722	17,119,612	16,690,026	18,509,119
Subtotal-Direct Instruction	**122,618,295**	**141,030,170**	**141,438,762**	**137,889,605**	**147,464,858**
Indirect Instruction					
Pupil Support Services	12,554,629	14,015,499	14,429,129	14,067,055	16,045,486
Instructional Staff Services	10,495,587	9,137,918	10,034,694	9,782,891	9,924,765
School Administration	17,690,721	18,432,161	18,731,620	18,261,583	19,575,876
Subtotal-Indirect Instruction	**40,740,937**	**41,585,578**	**43,195,443**	**42,111,529**	**45,546,127**
Total Instruction	**163,359,232**	**182,615,748**	**184,634,205**	**180,001,134**	**193,010,985**
Other Expenditures					
General Administration	1,698,411	1,843,516	1,768,512	1,724,134	1,933,362
Fiscal Services	3,078,957	3,577,231	3,493,731	3,406,062	3,556,144
Operations/Maintenance/Custodial	21,749,069	22,264,032	22,352,712	21,791,810	23,391,297
Pupil Transportation	7,136,988	7,424,858	7,311,447	7,127,979	8,187,444
Central Services	12,286,299	14,337,047	16,612,852	16,195,982	16,265,068
Community Services	675,134	124,000	124,000	120,888	124,000
Charter Schools	24,735,762	27,119,296	25,740,485	25,094,575	25,845,092
Total Other Expenditures	**71,360,620**	**76,689,980**	**77,403,739**	**75,461,430**	**79,302,407**
Total Expenditures	**234,719,852**	**259,305,728**	**262,037,944**	**255,462,564**	**272,313,392**
Transfers to Other Funds	-	-	-	-	-
Total Expenditures and Transfers	**234,719,852**	**259,305,728**	**262,037,944**	**255,462,564**	**272,313,392**
Net Change in Fund Balance	**12,607,210**	**(4,227,307)**	**5,106,317**	**11,547,134**	**(6,374,964)**
Beginning Fund Balance	62,390,069	70,277,281	74,997,279	74,997,279	86,544,413
Less Appropriated Fund Balance	-	-	-	-	-
Ending Fund Balance	**74,997,279**	**66,049,974**	**80,103,596**	**86,544,413**	**80,169,449**
Nonspendable - Deposits, Inventories, & Prepaids	564,695	-	-	-	-
Restricted for TABOR	8,023,712	7,528,000	7,687,000	7,664,000	8,591,000
Committed for Contingencies	5,349,142	4,949,000	5,055,000	5,109,251	5,728,000
Committed for BOE allocations	8,704,722	-	-	-	-
Assigned for Subsequent Year Expenditures	4,815,248	-	-	-	-
Assigned for Mill Levy Override	25,498,100	25,872,443	31,702,741	31,702,741	33,992,097
Unassigned Fund Balance	**$ 22,041,660**	**$ 27,700,531**	**$ 35,658,855**	**$ 42,068,421**	**$ 31,858,352**

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

GENERAL FUND

SUMMARY OF REVENUES BY SOURCE AND EXPENDITURES BY OBJECT

FISCAL YEARS ENDED 2015 - 2017

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Local Sources					
Property taxes	$ 60,375,453	$ 65,528,675	$ 73,767,769	$ 73,767,769	$ 69,027,290
Specific ownership taxes	8,253,685	7,616,475	8,200,000	7,800,000	7,800,000
Mill levy override	31,932,829	32,790,641	39,524,340	39,524,340	35,572,000
Investment income	241,794	226,000	226,000	310,847	99,008
Charges for services	5,995,926	5,690,000	5,590,977	5,400,000	5,590,977
Miscellaneous	3,277,763	2,531,766	2,582,358	2,877,335	2,582,358
Total local revenues	**110,077,450**	**114,383,557**	**129,891,444**	**129,680,291**	**120,671,633**
State Sources					
Equalization	133,584,264	137,850,147	132,752,395	132,752,395	142,258,580
Special education	5,767,659	5,677,003	5,920,708	5,920,708	5,920,708
Vocational education	641,051	593,710	689,350	765,941	689,350
Transportation	1,590,814	1,558,502	1,627,698	1,627,698	1,627,698
Gifted and talented	278,505	278,505	285,409	285,409	285,409
English Language Proficiency Act	1,514,464	1,514,463	1,552,331	1,552,331	1,552,331
BEST Grant	641,275	320,000	-	-	-
Miscellaneous	960,946	966,390	600,051	600,050	600,051
Total state revenues	**144,978,978**	**148,758,720**	**143,427,942**	**143,504,532**	**152,934,127**
Federal Sources					
Other Federal Sources	-	-	2,422,760	2,422,760	1,200,000
Build America Bond Rebates	1,411,273	1,411,273	1,418,885	1,418,885	1,418,885
Migrant grant pass through BOCES	33,181	36,594	46,741	46,741	46,741
Total federal revenues	**1,444,454**	**1,447,867**	**3,888,386**	**3,888,386**	**2,665,626**
Revenue Allocation:					
Capital Reserve Fund	(4,921,561)	(4,805,803)	(5,482,577)	(5,482,577)	(5,345,009)
Risk Management Fund	(2,834,942)	(3,224,919)	(3,109,773)	(3,109,773)	(3,429,095)
Colorado Preschool Program Fund	(1,417,317)	(1,481,001)	(1,471,161)	(1,471,161)	(1,558,854)
Total Revenues	**247,327,062**	**255,078,421**	**267,144,261**	**267,009,698**	**265,938,428**
Designated and Reserved Fund Balance	-	-	-	-	-
Total Funds Available	**247,327,062**	**255,078,421**	**267,144,261**	**267,009,698**	**265,938,428**
Expenditures					
Salaries	137,804,824	149,122,455	150,837,436	146,145,352	157,037,725
Benefits	41,357,324	47,302,362	46,563,732	46,932,680	51,449,303
Purchased services	9,851,258	11,372,644	11,217,058	12,433,126	10,465,165
Supplies and materials	19,396,193	23,425,676	26,654,138	23,294,106	26,608,878
Other	771,978	920,295	975,095	608,488	857,229
Charter schools	24,735,762	27,119,296	25,740,485	25,740,485	25,845,092
Capital outlay	802,513	43,000	50,000	308,329	50,000
Total Expenditures	**234,719,852**	**259,305,728**	**262,037,944**	**255,462,564**	**272,313,392**
Transfers to (from) Other Funds	-	-	-	-	-
Total Expenditures and Transfers	**234,719,852**	**259,305,728**	**262,037,944**	**255,462,564**	**272,313,392**
Net Change in Fund Balance	**12,607,210**	**(4,227,307)**	**5,106,317**	**11,547,134**	**(6,374,964)**
Beginning Fund Balance	62,390,069	70,277,281	74,997,279	74,997,279	86,544,413
Ending Fund Balance	**74,997,279**	**66,049,974**	**80,103,596**	**86,544,413**	**80,169,449**
Nonspendable - Deposits, Inventories, & Prepaids	564,695	-	-	-	-
Restricted for TABOR	8,023,712	7,528,000	7,687,000	7,664,000	8,591,000
Committed for Contingencies	5,349,142	4,949,000	5,055,000	5,109,251	5,728,000
Committed for BOE allocations	8,704,722	-	-	-	-
Assigned for Subsequent Year Expenditures	4,815,248	-	-	-	-
Assigned for Mill Levy Override	25,498,100	25,872,443	31,702,741	31,702,741	33,992,097
Unassigned Fund Balance	**$ 22,041,660**	**$ 27,700,531**	**$ 35,658,855**	**$ 42,068,421**	**$ 31,858,352**

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

SCHEDULE OF GENERAL FUND REVENUES
FROM LOCAL, STATE, AND FEDERAL SOURCES
FISCAL YEARS ENDED 2015 - 2017

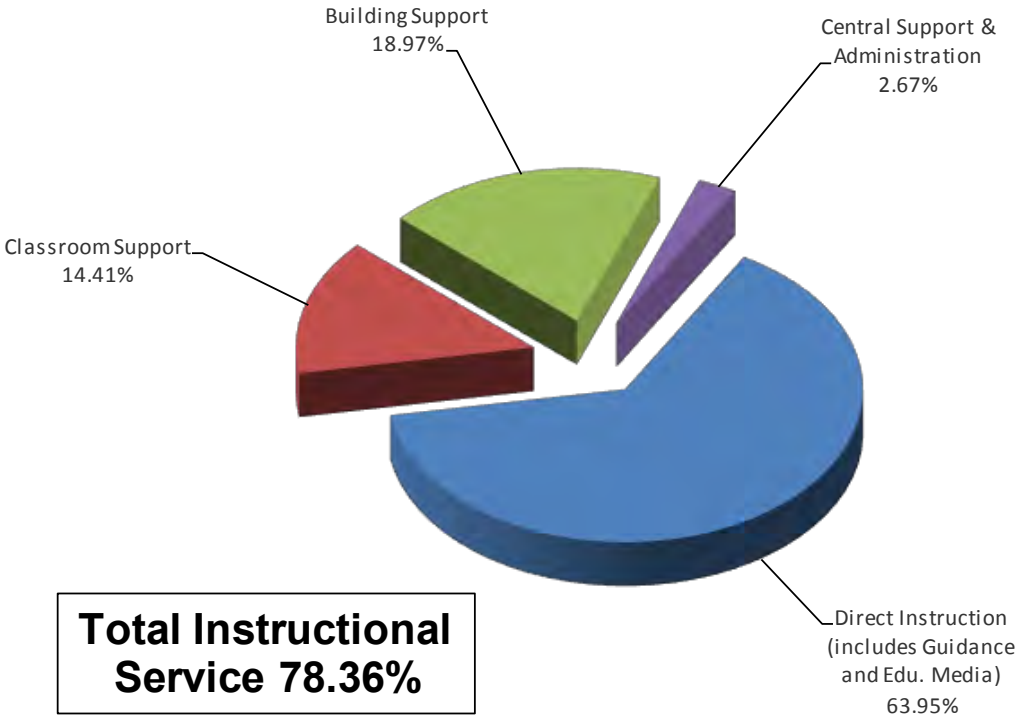
Local Sources	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Property Taxes	$ 60,375,453	$ 65,528,675	$ 73,767,769	$ 73,767,769	$ 69,027,290
Specific Ownership Taxes	8,253,685	7,616,475	8,200,000	7,800,000	7,800,000
Mill Levy Override	31,932,829	32,790,641	39,524,340	39,524,340	35,572,000
Subtotal Taxes	**100,561,967**	**105,935,791**	**121,492,109**	**121,092,109**	**112,399,290**
Other Local					
Investment Income	241,794	226,000	226,000	310,847	99,008
Charges for Service	4,869,780	4,990,000	4,890,977	4,750,000	4,890,977
Rental of Facilities	227,335	206,766	227,335	227,335	227,335
Indirect Cost Revenue	1,140,263	975,000	975,000	975,000	975,000
Services to Charter Schools	1,126,146	700,000	700,000	650,000	700,000
Other Local	1,910,165	1,350,000	1,380,023	1,675,000	1,380,023
Subtotal Other Local	**9,515,483**	**8,447,766**	**8,399,335**	**8,588,182**	**8,272,343**
Total Local Sources	**110,077,450**	**114,383,557**	**129,891,444**	**129,680,291**	**120,671,633**
Percent Change		**3.91%**	**18.00%**	**17.81%**	**-6.95%**
State Sources					
State Equalization Aid	133,584,264	137,850,147	132,752,395	132,752,395	142,258,580
Special Education	5,767,659	5,677,003	5,920,708	5,920,708	5,920,708
Vocational Education	641,051	593,710	689,350	765,941	689,350
Transportation	1,590,814	1,558,502	1,627,698	1,627,698	1,627,698
Gifted and Talented	278,505	278,505	285,409	285,409	285,409
English Language Proficiency Act	1,514,464	1,514,463	1,552,331	1,552,331	1,552,331
BEST Grant	641,275	320,000	-	-	-
Other State	960,946	966,390	600,051	600,050	600,051
Total State Sources	**144,978,978**	**148,758,720**	**143,427,942**	**143,504,532**	**152,934,127**
Percent Change		**2.61%**	**-1.07%**	**-1.02%**	**6.57%**
Federal Sources					
Other Federal Sources	-	-	2,422,760	2,422,760	1,200,000
Build America Bond Rebates	1,411,273	1,411,273	1,418,885	1,418,885	1,418,885
Migrant Grant Pass Through BOCES	33,181	36,594	46,741	46,741	46,741
Total Federal Sources	**1,444,454**	**1,447,867**	**3,888,386**	**3,888,386**	**2,665,626**
Percent Change		**0.24%**	**169.19%**	**169.19%**	**-31.45%**
Total Revenue Before Allocation for Capital Reserve, Risk Management and Colorado Preschool Program	**$ 256,500,882**	**$ 264,590,144**	**$ 277,207,772**	**$ 277,073,209**	**$ 276,271,386**
Percent Change		**3.15%**	**8.07%**	**8.02%**	**-0.29%**

*FY16 Adopted, Amended, and Projected Actual percentages are in comparison to FY15 Actuals.
FY17 Adopted percentages are in comparison to FY16 Projected Actuals.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND ADOPTED BUDGET
EXPENDITURES BY ACTIVITY AND OBJECT
FISCAL YEAR ENDING JUNE 30, 2017

Item	Salaries	Employee Benefits	Purchased Services	Supplies & Materials	Other Expenses	Charter Schools	Capital Outlay	Total
Regular Instruction								
Preschool	$ 2,759,072	$ 1,139,447	$ 15,000	$ 1,092,001	$ -	$ -	$ -	$ 5,005,520
Elementary School	35,463,810	11,489,035	-	709,001	7,000	-	-	47,668,846
Middle School	17,542,298	5,987,539	-	846,746	-	-	-	24,376,583
High School	22,952,235	7,796,941	100,000	2,774,956	3,000	-	-	33,627,132
Gifted and Talented	444,331	128,921	850	18,000	500	-	-	592,602
Integrated Education	4,437,449	780,030	976,150	2,496,746	79,025	-	-	8,769,400
General Instructional Media	1,987,778	735,553	-	220,404	-	-	-	2,943,735
Activites and Athletics	2,433,340	500,566	149,000	29,395	6,180	-	-	3,118,481
Other Regular Instruction	2,289,118	224,422	20,900	299,000	20,000	-	-	2,853,440
Regular Instruction Total	**90,309,431**	**28,782,454**	**1,261,900**	**8,486,249**	**115,705**	**-**	**-**	**128,955,739**
Special Education								
General	10,684,757	4,086,417	1,101,975	101,144	7,500	-	-	15,981,793
Hearing and Vision	89,634	24,534	-	-	-	-	-	114,168
Speech Language	1,835,455	577,703	-	-	-	-	-	2,413,158
Special Programs Total	**12,609,846**	**4,688,654**	**1,101,975**	**101,144**	**7,500**	**-**	**-**	**18,509,119**
Grand Total Direct Instruction	**102,919,277**	**33,471,108**	**2,363,875**	**8,587,393**	**123,205**	**-**	**-**	**147,464,858**
Support Services								
Pupils								
Student Support Services	2,094,059	666,269	-	32,857	7,000	-	-	2,800,185
Attendance and Social Work Services	1,861,352	754,159	210,200	-	11,800	-	-	2,837,511
Guidance	4,656,748	1,484,990	10,100	20,034	20,000	-	-	6,191,872
Health	2,027,663	752,434	-	9,494	-	-	-	2,789,591
Psychological Services	689,915	239,659	-	-	-	-	-	929,574
Audiology	148,350	36,674	-	-	-	-	-	185,024
Other	225,751	84,946	-	1,032	-	-	-	311,729
Pupils Total	**11,703,838**	**4,019,131**	**220,300**	**63,417**	**38,800**	**-**	**-**	**16,045,486**
Instructional Staff								
Curriculum Development	3,321,583	950,953	352,295	782,180	11,900	-	-	5,418,911
Instructional Staff Training	285,193	54,559	352,751	151,355	10,900	-	-	854,758
Other Instructional Staff Services	1,740,769	520,698	90,400	45,363	86,500	-	7,000	2,490,730
Educational Media	797,435	263,917	1,790	95,624	1,600	-	-	1,160,366
Instructional Staff Total	**6,144,980**	**1,790,127**	**797,236**	**1,074,522**	**110,900**	**-**	**7,000**	**9,924,765**
School Administration								
Office of the Principal	**14,132,603**	**4,426,114**	**5,600**	**981,629**	**29,930**	**-**	**-**	**19,575,876**
Grand Total Classroom Support	**31,981,421**	**10,235,372**	**1,023,136**	**2,119,568**	**179,630**	**-**	**7,000**	**45,546,127**
General Administration								
Board of Education and Executive Administration	701,885	204,620	839,300	143,357	44,200	-	-	1,933,362
General Administration Total	**701,885**	**204,620**	**839,300**	**143,357**	**44,200**	**-**	**-**	**1,933,362**
Fiscal Services								
Fiscal Services	1,365,092	390,278	438,850	15,050	330,074	-	-	2,539,344
Printing/Purchasing/Warehouse	726,316	229,434	14,050	36,000	11,000	-	-	1,016,800
Fiscal Services Total	**2,091,408**	**619,712**	**452,900**	**51,050**	**341,074**	**-**	**-**	**3,556,144**
Operations and Maintenance								
Administration	178,565	50,945	122,380	83,753	720	-	-	436,363
Utilities	-	-	3,031,888	-	-	-	-	3,031,888
Care & Upkeep of Buildings	8,315,250	3,066,014	447,400	5,458,650	76,400	-	43,000	17,406,714
Care & Upkeep of Grounds	1,101,258	332,257	114,800	514,200	-	-	-	2,062,515
Other Operation and Maintenance	100,000	21,495	85,478	82,000	37,000	-	-	325,973
Security Services	-	-	-	127,844	-	-	-	127,844
Operations and Maintenance Total	**9,695,073**	**3,470,711**	**3,801,946**	**6,266,447**	**114,120**	**-**	**43,000**	**23,391,297**
Transportation								
Administration	284,653	90,983	-	3,000	-	-	-	378,636
Vehicle Operations	2,989,792	1,300,373	354,000	948,000	-	-	-	5,592,165
Vehicle Service and Maintenance	943,043	311,364	90,000	340,000	11,000	-	-	1,695,407
Other Transportation Expenses	319,335	101,901	56,000	42,000	2,000	-	-	521,236
Transportation Total	**4,536,823**	**1,804,621**	**500,000**	**1,333,000**	**13,000**	**-**	**-**	**8,187,444**
Central Services								
Assessment & Evaluation	238,864	76,136	89,200	118,388	12,600	-	-	535,188
Unemployment Insurance	-	-	300,000	-	-	-	-	300,000
Planning Services	231,937	64,334	7,058	8,000	2,500	-	-	313,829
Communication Services	512,552	153,106	216,000	9,000	12,200	-	-	902,858
Human Resources	1,210,260	365,818	360,250	148,000	13,200	-	-	2,097,528
Technology Services	2,728,225	836,970	321,500	7,824,675	1,500	-	-	11,712,870
Other Support Services	190,000	146,795	66,000	-	-	-	-	402,795
Central Services Total	**5,111,838**	**1,643,159**	**1,360,008**	**8,108,063**	**42,000**	**-**	**-**	**16,265,068**
Grand Total Support Services	**54,118,448**	**17,978,195**	**7,977,290**	**18,021,485**	**734,024**	**-**	**50,000**	**98,879,442**
Community Services	-	-	124,000	-	-	-	-	124,000
Charter Schools								
Aspen Ridge Academy						2,954,029		2,954,029
Carbon Valley Academy						2,287,678		2,287,678
Flagstaff Academy, Inc.						6,619,506		6,619,506
Imagine Charter School at Firestone						4,701,820		4,701,820
St. Vrain Community Montessori						1,577,266		1,577,266
Twin Peaks Charter Academy						7,704,793		7,704,793
Total General Fund Expenditures	**$157,037,725**	**$ 51,449,303**	**$ 10,465,165**	**$ 26,608,878**	**$ 857,229**	**$ 25,845,092**	**$ 50,000**	**$272,313,392**

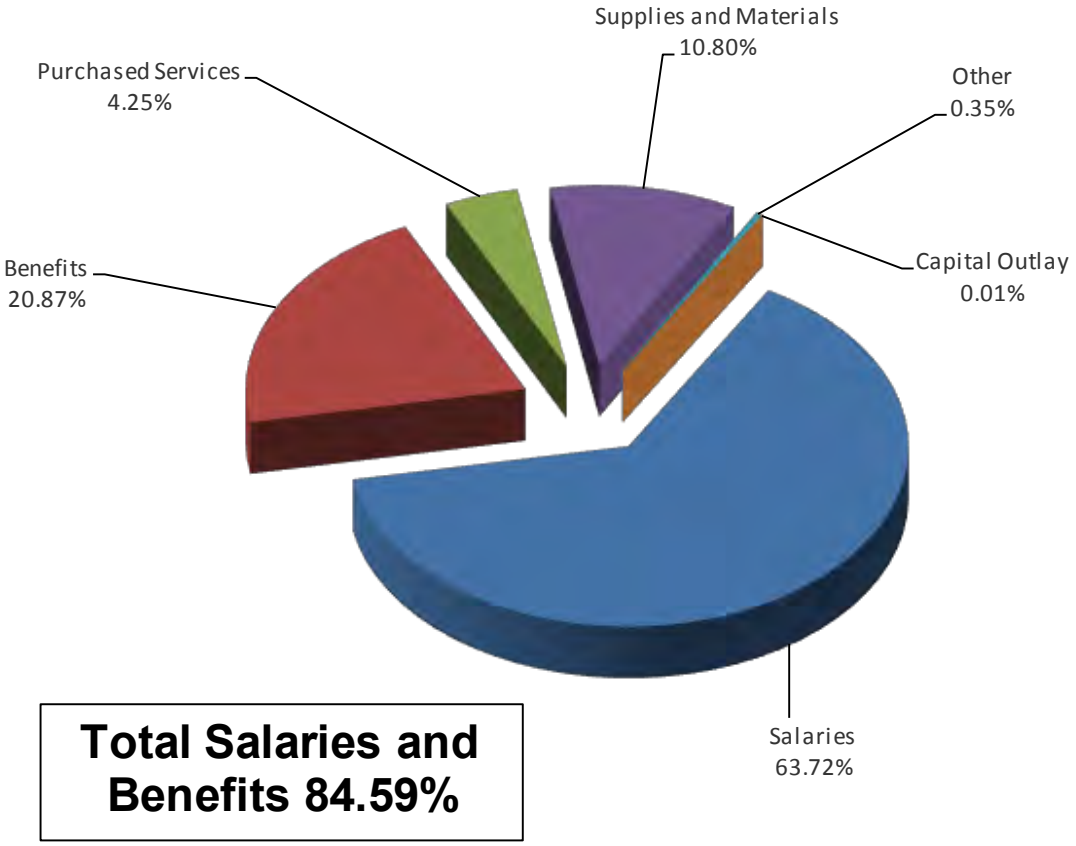
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND ADOPTED BUDGET
EXPENDITURE ANALYSIS BY ACTIVITY
FISCAL YEAR ENDING JUNE 30, 2017



Summary of General Fund Expenses by Activity	Adopted Budget 6/30/17	%
Direct Instruction (includes Guidance and Edu. Media)	$ 157,617,281	63.95%
Classroom Support	35,517,704	14.41%
Building Support		
Transportation	8,187,444	
Operations/Maintenance/Custodial	23,391,297	
Printing/Purchasing/Warehouse	1,016,800	
Communication Services	902,858	
Technology Services	11,712,870	
Assessment/Planning/Risk Management	1,551,812	
	46,763,081	18.97%
Central Support & Administration		
Human Resources	2,097,528	
Finance/Payroll/Budgeting	2,539,344	
Superintendent's Office/General Administration	1,933,362	
	6,570,234	2.67%
Sub-Total	246,468,300	100.00%
Charter Schools	25,845,092	
Total	$ 272,313,392	

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

GENERAL FUND ADOPTED BUDGET
EXPENDITURE ANALYSIS BY OBJECT
FISCAL YEAR ENDING JUNE 30, 2017



Summary of General Fund Expenses by Object	Adopted Budget Total	%
Salaries	$ 157,037,725	63.72%
Benefits	51,449,303	20.87%
Purchased Services	10,465,165	4.25%
Supplies and Materials	26,608,878	10.80%
Other	857,229	0.35%
Capital Outlay	50,000	0.01%
Sub-Total	246,468,300	100.00%
Charter Schools	25,845,092	
Total	$ 272,313,392	

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

GENERAL FUND

INSTRUCTIONAL MATERIALS AND SUPPLIES

FISCAL YEARS ENDED 2015 - 2017

Description	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Program Codes 0010 - 2099					
Repairs & maintenance	$ 100,105	$ 145,500	$ 145,500	$ 97,675	$ 144,500
Rentals	12,802	-	-	25	-
Printing, binding & duplicating	8,205	3,500	3,500	3,878	4,500
Travel, registration, and entrance	79,690	36,050	36,050	96,644	27,250
Supplies	2,800,094	4,245,112	4,946,472	3,580,299	5,011,952
Books and periodicals	2,103,742	3,586,393	3,586,393	3,033,945	3,575,441
Equipment	-	-	-	-	-
Internal transportation charges	78,840	80,190	80,190	75,379	82,680
Other internal charges	4,426	32,500	32,500	9,195	32,225
Total Budgeted Expenditures	**$ 5,187,904**	**$ 8,129,245**	**$ 8,830,605**	**$ 6,897,040**	**$ 8,878,548**
Required Allocation					
Student FTE (Excl. Charters)	25,576.2	25,657.3	26,276.3	26,276.3	26,348.7
Rate per student	198	206	206	206	210
Current Year Allocation	$ 5,064,088	$ 5,285,396	$ 5,412,918	$ 5,412,918	$ 5,533,219
Carryover from prior year	NONE	NONE	NONE	NONE	NONE
Total Required Allocation	**$ 5,064,088**	**$ 5,285,396**	**$ 5,412,918**	**$ 5,412,918**	**$ 5,533,219**
Carryover to Subsequent Year	**NONE**	**NONE**	**NONE**	**NONE**	**NONE**

ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

2008 AND 2012 MILL LEVY OVERRIDE SUMMARY *

FISCAL YEARS ENDED 2015 - 2017

Description	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Mill Levy Override Revenues	**$ 31,932,829**	**$ 32,790,641**	**$ 39,524,340**	**$ 39,524,340**	**$ 35,572,000**
Mill Levy Override Expenditures					
Advanced Placement Programs	100,000	100,000	100,000	100,000	100,000
Focus School Allocations	1,316,290	1,452,290	1,452,290	1,452,290	1,590,000
Operations and Maintenance	1,109,000	1,149,000	1,149,000	1,149,000	1,149,000
Preschool Programs	904,729	1,150,000	1,350,000	1,350,000	1,150,000
Reduce Class Sizes	8,416,180	8,416,180	8,416,180	8,416,180	8,416,180
Safety and Security	640,000	640,000	640,000	640,000	640,000
STEM Programming	289,380	300,000	310,620	310,620	300,000
Teacher/Staff Compensation	10,350,000	10,350,000	10,350,000	10,350,000	10,350,000
Technology	6,248,000	5,784,000	5,870,000	5,870,000	6,274,000
Supplemental Allocations	-	-	-	-	-
Charter School Allocations	3,024,140	3,054,379	3,681,609	3,681,609	3,313,464
Total Mill Levy Override Expenditures	**32,397,719**	**32,395,849**	**33,319,699**	**33,319,699**	**33,282,644**
Change in MLO Fund Bal. Assignment	**(464,890)**	**394,792**	**6,204,641**	**6,204,641**	**2,289,356**
Beginning MLO Fund Bal. Assignment	**25,962,990**	**25,477,651**	**25,498,100**	**25,498,100**	**31,702,741**
Ending MLO Fund Bal. Assignment	**$ 25,498,100**	**$ 25,872,443**	**$ 31,702,741**	**$ 31,702,741**	**$ 33,992,097**

**The above amounts are included in the previous budget schedules within the catagories to which they belong; they are presented in the above schedule to provide details specific to the Mill Levy Override revenue and related uses.*

Total Program Funding

Total Program Funding is the primary funding source for the District's General Fund. The Colorado Department of Education uses a formula to determine how much Total Program Funding is provided to each Colorado school district based on a number of factors. Total Program can be expressed in total dollars, or in terms of Per Pupil Revenue (PPR) multiplied by the District's Funded Pupil Count.

Total Program is funded by three sources: Local Property Tax, Specific Ownership Tax (i.e. vehicle registrations), and the remainder is provided to St. Vrain Valley Schools by the State of Colorado through what is called "State Equalization."

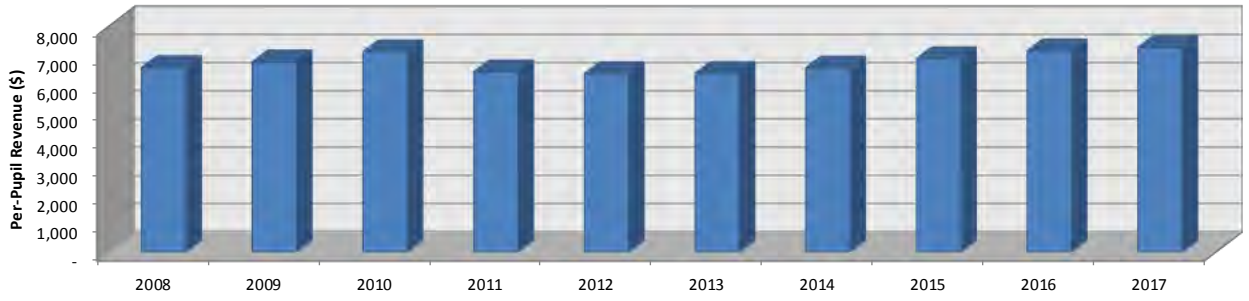
Below is a historical breakdown of Total Program Funding for St. Vrain Valley Schools.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GENERAL FUND
SUMMARY OF TOTAL PROGRAM FUNDING
FISCAL YEARS ENDED 2008 - 2017

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Local Property Tax	$ 55,284,897	$ 56,338,544	$ 59,599,384	$ 58,458,046	$ 58,451,393	$ 60,902,524	$ 60,496,735	$ 59,712,081	$ 72,693,957	$ 67,567,304
Specific Ownership Tax	3,986,729	4,007,696	3,282,442	3,264,963	3,125,544	3,127,653	3,354,034	3,882,507	3,887,950	4,004,588
State Equalization	90,272,960	101,018,473	114,183,874	101,304,149	103,816,214	108,361,241	119,163,453	133,605,666	133,240,101	142,283,680
Total Program Funding	**$149,544,586**	**$161,364,713**	**$177,065,700**	**$163,027,158**	**$165,393,151**	**$172,391,418**	**$183,014,222**	**$197,200,254**	**$209,822,008**	**$213,855,572**
Funded Pupil Count	22,836.5	23,901.1	24,905.9	25,493.3	26,120.2	27,207.8	28,011.8	28,740.5	29,373.5	29,451.7
Per-Pupil Revenue	**$ 6,548.49**	**$ 6,751.35**	**$ 7,109.39**	**$ 6,394.90**	**$ 6,332.00**	**$ 6,336.10**	**$ 6,533.47**	**$ 6,861.41**	**$ 7,143.24**	**$ 7,261.24**

St. Vrain Valley Schools Total Program Funding
2008 - 2017

St. Vrain Valley Schools Per-Pupil Revenue
2008 - 2017



FUND 18 – RISK MANAGEMENT FUND

The Risk Management Fund is used to account for the payment of loss or damage to the property of the school district, liability claims, workers' compensation claims, and related administrative expenses.

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The District plans to provide for or restore the economic damages of those losses through risk retention and risk transfer.

The District is a member of two public entity risk sharing pools. The District's share of each pool varies based on exposures, the contribution paid to each pool, the District's claims experience, each pool's claims experience, and each pool's surplus and dividend policy. The District may be assessed to fund any pool surplus deficit.

Since July 1, 2002, the District has been a member of the Colorado School Districts Self Insurance Pool for property and liability insurance. The District has insurance deductibles of $50,000 (property), $25,000 (general liability), and $1,000 (vehicle liability) per claim.

Prior to July 1, 2002, the District purchased its property and liability insurance from the Northern Colorado School Districts Property Self Insurance Pool, and the Northern Colorado School Districts Liability Self Insurance Pool, respectively. These two pools have since been dissolved. The remaining assets from the two pools are now held in a joint account with the other former members (Park School District and Thompson School District) to meet the run-off obligations as described in the dissolution plans. The remaining assets are sufficient to meet these run-off obligations, according to the actuarial reports dated June 11, 2003, and July 12, 2004.

Since July 1, 1985, the District has been a member of the Northern Colorado School Districts Workers' Compensation Self Insurance Pool. The other current pool members are Park School District (Estes Park) and Windsor School District. The workers' compensation pool discontinued insurance operations effective July 1, 1998, and resumed insurance operations on July 1, 2003. During the intervening years, insurance coverage was obtained outside the pool. The District's deductible is $50,000 per claim for the year ended June 30, 2017.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
RISK MANAGEMENT FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment income	$ 1,767	$ 5,000	$ 5,000	$ 3,055	$ 5,000
State equalization	2,834,942	3,224,919	3,109,773	3,109,773	3,429,095
Miscellaneous	670,532	10,000	77,000	78,000	10,000
Total revenues	**3,507,241**	**3,239,919**	**3,191,773**	**3,190,828**	**3,444,095**
Expenditures					
Salaries	216,519	228,126	232,275	232,275	240,193
Benefits	56,188	64,353	62,058	62,058	66,068
Purchased services	2,344,829	1,472,570	1,472,570	1,459,946	1,532,570
Supplies and materials	29,193	72,650	72,650	23,676	72,650
Claims paid	855,102	1,600,000	1,600,000	857,400	1,632,000
Other	15,350	52,220	52,220	15,360	52,220
Total expenditures	**3,517,181**	**3,489,919**	**3,491,773**	**2,650,715**	**3,595,701**
Excess of revenues over (under) expenditures	**(9,940)**	**(250,000)**	**(300,000)**	**540,113**	**(151,606)**
Fund balance, beginning	3,312,831	3,123,773	3,302,891	3,302,891	3,843,004
Fund balance, ending					
Committed for contingencies	71,000	70,000	70,000	54,000	- *
Committed	3,231,891	2,803,773	2,932,891	3,789,004	3,691,398
Fund balance, ending	**$ 3,302,891**	**$ 2,873,773**	**$ 3,002,891**	**$ 3,843,004**	**$ 3,691,398**

**2% Board contingency maintained in General Fund starting in FY17*

FUND 19 – COLORADO PRESCHOOL PROGRAM FUND

The Colorado Preschool Program Fund is used to account for revenue allocations from the General Fund used for the Colorado Preschool Program which is a state funded program for preschool children the year before kindergarten. Children who qualify for Colorado Preschool Program have a variety of risk factors in their family, including low income and substance abuse. Funding for the program is the per pupil operating revenue (PPOR) times the number of student FTE approved by the Department of Education. A total of 450 students have been approved for FY17, resulting in a FPC of 225 and $1,558,854 in revenue.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
COLORADO PRESCHOOL PROGRAM FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Equalization	$ 1,417,317	$ 1,481,001	$ 1,471,161	$ 1,471,161	$ 1,558,854
Investment income	263	250	250	691	700
Total revenues	**1,417,580**	**1,481,251**	**1,471,411**	**1,471,852**	**1,559,554**
Expenditures					
Salaries	149,092	166,621	174,497	174,497	180,996
Benefits	45,014	57,428	55,138	55,138	57,887
Purchased services	1,069,537	1,113,750	1,113,750	1,069,200	1,133,380
Supplies and materials	26,376	99,450	99,450	48,000	87,200
Capital outlay	-	-	250,000	250,000	150,000
Other	23,965	28,225	28,576	25,000	26,665
Total expenditures	**1,313,984**	**1,465,474**	**1,721,411**	**1,621,835**	**1,636,128**
Excess of revenues over (under) expenditures	**103,596**	**15,777**	**(250,000)**	**(149,983)**	**(76,574)**
Fund balance, beginning	454,113	568,680	557,709	557,709	407,726
Fund balance, ending					
Restricted	557,709	584,457	307,709	407,726	331,152
Fund balance, ending	**$ 557,709**	**$ 584,457**	**$ 307,709**	**$ 407,726**	**$ 331,152**

FUND 21 – NUTRITION SERVICES FUND

The Nutrition Services Department is accountable for the meal service programs within the District. The program operates with a financially self-supporting budget. The program purchases food and supplies for preparation and service of meals according to Federal Child Nutrition Program guidelines. The Nutrition Service office staff assesses the needs of the department and its customers, sets measurable goals, and maintains a philosophy of customer service in dealing with students, parents, school staff, and the community.

For Fiscal Year 2016, the Colorado Department of Education recommended a change in accounting treatment for the Nutrition Services fund, reclassifying its fund type from a Proprietary Fund to Special Revenue Fund. This change is reflected in the following budget.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
NUTRITION SERVICES FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment income	$ 1,251	$ 1,176	$ 1,176	$ 3,036	$ 2,000
Charges for services	3,436,233	3,440,000	3,400,000	3,250,654	3,400,000
Miscellaneous	19,016	20,000	20,000	27,387	25,000
State match	146,959	144,000	144,000	159,480	159,000
Commodities entitlement	534,454	591,875	655,875	655,875	726,098
National school lunch program	5,085,454	5,100,000	5,100,000	5,200,110	5,299,126
Total revenues	**9,223,367**	**9,297,051**	**9,321,051**	**9,296,542**	**9,611,224**
Expenses					
Salaries	3,083,197	3,174,841	3,174,841	3,099,257	3,278,227
Benefits	1,102,129	1,152,971	1,152,971	1,198,233	1,277,636
Purchased services	69,583	160,000	160,000	150,000	160,000
Supplies and materials	4,491,261	4,651,245	4,651,245	4,660,253	4,733,907
Equipment	131,132	75,000	125,000	125,000	75,000
Other	214,133	100,000	100,000	100,000	100,000
Total expenses	**9,091,435**	**9,314,057**	**9,364,057**	**9,332,743**	**9,624,770**
Net change in fund balance	**131,932**	**(17,006)**	**(43,006)**	**(36,201)**	**(13,546)**
Fund Balance, beginning	3,273,080	2,413,373	2,358,675	2,358,675	2,322,474
Restatement due to Accounting Change	(1,046,337)	-	-	-	-
Fund balance, ending	**$ 2,358,675**	**$ 2,396,367**	**$ 2,315,669**	**$ 2,322,474**	**$ 2,308,928**

FUND 22 – GRANTS FUND

The Governmental Designated Purpose Grant Fund is used to account for restricted state and federal grants.

The NCLB Act of 2001 incorporates the principles and strategies proposed by the Bush Administration. These include increased accountability for school districts and schools; greater choice for parents and students, particularly those attending low-performing schools; more flexibility for local education agencies in the use of Federal education dollars; and a stronger emphasis on reading, especially for our youngest children.

Consolidated Grants

Title I: Part A: Improving Academic Achievement of the Disadvantaged
This funding focuses on promoting school-wide reform in at-risk schools and ensuring student access to scientifically based instructional strategies and challenging academic content. This program is the largest federal program and allocates its resources based on the poverty rates of students.

Title II: Part A: Teachers and Principals Training and Recruiting
This funding is a key principle of No Child Left Behind – high quality teachers will be available for all students. The grant provides for teacher training and recruitment of highly qualified teachers, para-educators, and principals capable of ensuring that all children achieve high standards.

Title III: Language Instruction for Limited English Proficient and Immigrant Students
This grant helps children with limited English skills develop high levels of academic attainment in English and meet the state academic achievement standards set for each grade level. Title III also addresses the need for family literacy, providing English language instruction for parents and preschool age children.

Federal Grants

IDEA - PL 94-142 - Part B
The purposes of the Individuals with Disabilities Education Act (IDEA) are to ensure that all children with disabilities have available to them free appropriate public education which emphasizes special education and related services designed to meet their unique needs; ensure the rights of children with disabilities are protected; assist local educational agencies to provide education of all children with disabilities; and assess and ensure the effectiveness of efforts to educate children with disabilities.

IDEA - PL 99-457 – Preschool
Provides grants to local education agencies to assist in providing special education and related services to children with disabilities ages three to five.

Carl Perkins – Career and Technical Education
This grant develops the vocational skills of secondary students by promoting integrated career, academic and technical instruction.

McKinney - Education for Homeless Children and Youth
This grant ensures that all homeless children and youth have equal access to the same free, appropriate public education available to other children.

School to Work Alliance Program (SWAP)

The purpose of SWAP is to provide career development and employment related services to youth with disabilities through partnership with the Colorado Department of Education, the Division of Vocational Rehabilitation and school districts. SWAP is designed to enhance transition services mandated through IDEA.

Race to the Top District (RTT-D) Grant

The purpose of this grant is improving student achievement, closing achievement gaps, decreasing dropout rates, and increasing high school graduation rates in the Skyline feeder group by focusing on STEM education, summer intervention, and individual academic plans. This is a four year grant that began in January 2013.

State Grants

Expelled and At Risk Student Services

These funds are used to support the development, implementation, and continuation of programs to provide services to students who have been expelled or are at risk of expulsion. The program recognizes the importance of keeping these children in school by improving attendance, promoting academic gains, and reducing the need for disciplinary action.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
GOVERNMENTAL DESIGNATED PURPOSE GRANTS FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Local grants	$ 152,260	$ -	$ -	$ -	$ -
State grants	598,879	550,000	421,951	378,000	278,000
Federal grants	9,031,044	9,580,000	10,620,668	9,510,000	10,813,000
ARRA - Federal Education Stimulus Funds	5,512,737	5,700,000	4,516,413	4,040,000	3,125,000
Total revenues	**15,294,920**	**15,830,000**	**15,559,032**	**13,928,000**	**14,216,000**
Expenditures					
Salaries	9,443,839	9,480,000	9,606,915	8,823,000	9,010,000
Benefits	2,564,993	2,660,000	2,609,285	2,500,000	2,550,000
Purchased services	790,155	560,000	803,799	395,000	400,000
Supplies and materials	1,594,609	2,140,000	1,622,145	1,300,000	1,330,000
Capital outlay	19,302	110,000	19,635	30,000	30,000
Other	882,022	880,000	897,253	880,000	896,000
Total expenditures	**15,294,920**	**15,830,000**	**15,559,032**	**13,928,000**	**14,216,000**
Excess of revenues over (under) expenditures	**-**	**-**	**-**	**-**	**-**
Fund balance, beginning	-	-	-	-	-
Fund balance, ending	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

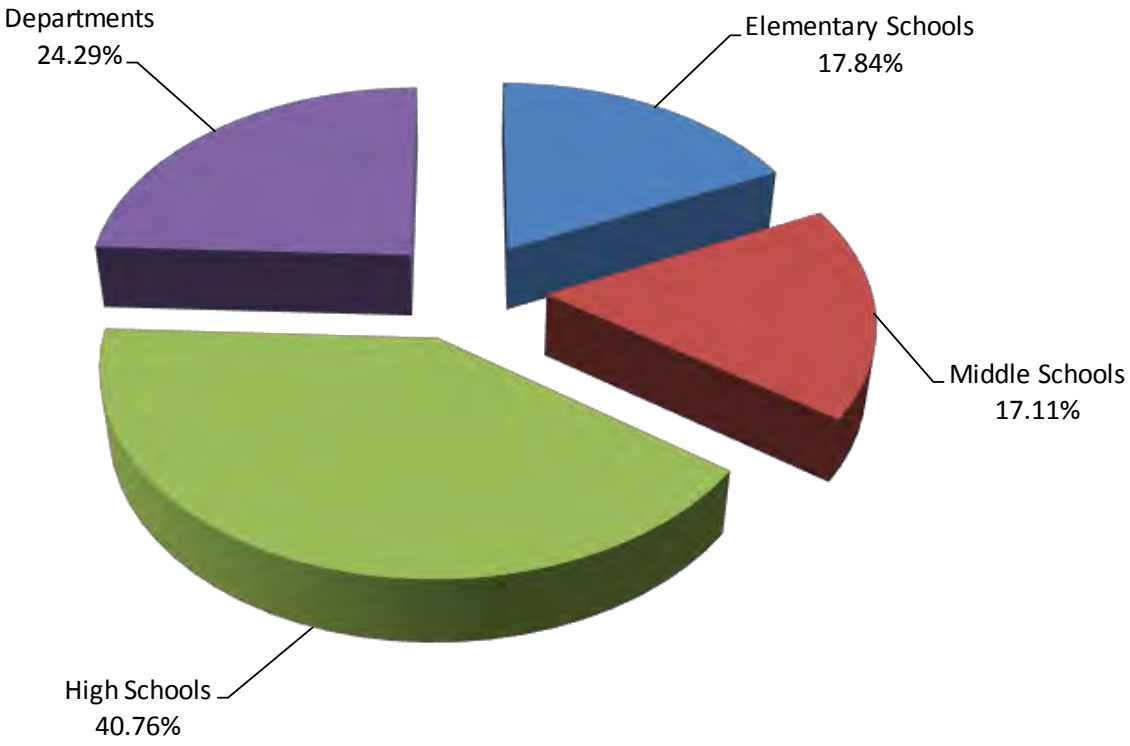
FUND 23 – STUDENT ACTIVITIES SPECIAL REVENUE FUND

The Student Activities Special Revenue Fund records financial transactions related to school sponsored pupil intrascholastic and interscholastic athletic and other related activities. Although these activities are generally supported by revenues from pupils and gate receipts, they may be supplemented by fund raisers and gifts. Accounting is maintained for each District school and department, and separate activities within each location.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
STUDENT ACTIVITIES SPECIAL REVENUE FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment Income	$ 4,228	$ 4,000	$ 5,000	$ 13,000	$ 13,000
Athletic activities	2,155,064	2,200,000	2,200,000	2,201,000	2,178,000
Pupil activities	3,633,153	3,600,000	3,700,000	3,177,000	3,405,000
PTO/Gift activities	1,052,987	1,000,000	1,060,000	601,000	827,000
Total revenues	**6,845,432**	**6,804,000**	**6,965,000**	**5,992,000**	**6,423,000**
Expenditures					
Athletic activities	2,128,963	3,148,355	3,105,790	2,113,000	3,547,404
Pupil activities	3,434,670	6,149,710	6,027,612	3,002,000	5,611,611
PTO/Gift activities	886,281	1,764,372	1,740,222	650,000	1,399,608
Total expenditures	**6,449,914**	**11,062,437**	**10,873,624**	**5,765,000**	**10,558,624**
Excess of revenues over expenditures	**395,518**	**(4,258,437)**	**(3,908,624)**	**227,000**	**(4,135,624)**
Other financing sources (uses)					
Transfer from/(to) General Fund	-	-	-	-	-
Transfer from/(to) other Funds	6,669	-	-	-	-
Total financing other sources (uses)	**6,669**	**-**	**-**	**-**	**-**
Net change in fund balance	**402,187**	**(4,258,437)**	**(3,908,624)**	**227,000**	**(4,135,624)**
Fund balance, beginning	3,506,437	4,258,437	3,908,624	3,908,624	4,135,624
Fund balance, ending	**$ 3,908,624**	**$ -**	**$ -**	**$ 4,135,624**	**$ -**

Fund Balance June 30, 2015



ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
Student Activities Special Revenue Fund Balances

Location	6/30/12	6/30/13	6/30/14	6/30/15
Elementary Schools				
Alpine	$ 12,981	$ 16,753	$ 12,310	$ 18,371
Black Rock	30,301	38,802	57,813	74,367
Blue Mountain	9,993	23,789	(5,485)	26,348
Burlington	23,957	27,236	41,419	55,253
Centennial	16,015	13,957	13,798	14,902
Central	23,062	29,630	35,044	46,732
Columbine	17,910	23,120	23,982	26,100
Eagle Crest	19,006	24,454	33,050	35,054
Erie	12,013	22,874	13,347	(2,533)
Fall River	50,222	61,565	60,967	56,361
Frederick	3,757	6,403	-	-
Hygiene	(195)	6,817	13,029	10,572
Indian Peaks	5,341	8,629	10,376	7,858
Legacy	11,968	7,942	47,636	38,135
Loma Linda	9,301	9,981	-	-
Longmont Estates	51,530	29,227	22,662	9,748
Lyons	15,042	32,070	49,167	50,469
Mead	27,949	26,184	24,613	28,857
Mountain View	15,555	22,308	26,816	22,984
Niwot	28,991	22,880	21,401	21,717
Northridge	8,096	5,782	6,758	8,307
Prairie Ridge	35,488	30,369	31,024	45,146
Red Hawk	12,981	91,405	79,571	65,498
Rocky Mountain	16,303	14,318	14,578	15,656
Sanborn	35,571	40,496	26,236	21,588
Spangler	19,353	13,078	-	-
Elementary School Total	**512,491**	**650,069**	**660,112**	**697,490**
Middle Schools				
Altona	39,267	59,471	48,580	46,355
Coal Ridge	60,653	66,582	68,128	63,101
Erie	78,965	86,271	91,798	114,722
Heritage	22,721	27,553	-	-
Longs Peak	33,139	28,234	29,489	23,676
Mead	27,949	26,184	64,933	68,004
Sunset	169,413	167,267	159,904	171,093
Thunder Valley K8	-	-	11,597	18,522
Timberline K8	-	-	42,085	49,864
Trail Ridge	44,151	44,937	60,239	62,101
Westview	49,321	47,569	61,565	51,147
Middle School Total	**525,579**	**554,068**	**638,318**	**668,585**
High Schools				
CDC	144,239	135,337	129,980	122,741
Erie	108,455	135,115	155,351	201,263
Frederick	99,305	136,525	120,447	131,835
Longmont	233,407	274,496	284,740	309,301
Lyons	63,665	79,679	142,763	127,198
Mead	77,364	100,345	84,145	84,127
Niwot	213,284	188,579	225,274	203,665
Olde Columbine	12,391	16,055	11,690	49,782
Silver Creek	107,824	115,241	149,109	147,358
Skyline	117,114	128,560	177,105	216,031
High School Total	**1,177,048**	**1,309,932**	**1,480,604**	**1,593,301**
Departments				
Athletics	307,568	403,762	430,378	464,777
Extracurricular	26,896	20,010	21,511	19,366
Other	341,047	299,195	275,514	465,105
Department Total	**675,511**	**722,967**	**727,403**	**949,248**
District Total	**$ 2,890,629**	**$ 3,237,036**	**$ 3,506,437**	**$ 3,908,624**

FUND 27 – COMMUNITY EDUCATION FUND

The Community Education Fund is a Special Revenue Fund and is used to record financial transactions from such activities as driver's education, summer school, community projects, and student alternative make-up programs.

Community Schools - Funds are generated through tuition and fees. Expenditures include salaries, enrichment program services, supplies/materials, and some furniture/equipment purchases. Community Schools includes before/after school child care, wrap-around programs for part-time preschool or kindergarten students, and after-school, summer, or non-school-day enrichment programs. Community Schools primarily serves elementary school age students.

Driver Education - Funds are generated through tuition. Expenditures include instructors' salaries, tuition assistance and safe driving motivational materials. This program serves students of driving age (15 years 3 months - adult) including resident and non-resident students.

Summer School - Funds are generated through tuition and donations. Expenditures include instructor salaries, clerical support, supplies/materials, tuition assistance and utility/custodial support. This program serves students in both elementary and secondary grades.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
COMMUNITY EDUCATION FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment income	$ 3,195	$ 5,000	$ 5,000	$ 9,300	$ 10,000
Charges for services	5,662,654	5,750,000	6,100,000	6,100,000	6,300,000
Total revenues	**5,665,849**	**5,755,000**	**6,105,000**	**6,109,300**	**6,310,000**
Expenditures					
Instruction	5,779,057	6,550,000	6,250,000	6,101,000	5,900,000
Support services	583,794	475,000	620,000	790,000	750,000
Capital Outlay	83,480	-	75,000	200,000	75,000
Total expenditures	**6,446,331**	**7,025,000**	**6,945,000**	**7,091,000**	**6,725,000**
Excess (deficiency) of revenues over (under) expenditures	**(780,482)**	**(1,270,000)**	**(840,000)**	**(981,700)**	**(415,000)**
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Transfers out	(6,669)	-	-	-	-
Net change in fund balance	**(787,151)**	**(1,270,000)**	**(840,000)**	**(981,700)**	**(415,000)**
Fund balance, beginning	3,153,357	1,891,457	2,366,206	2,366,206	1,384,506
Fund balance, ending					
Restricted	2,366,206	621,457	1,526,206	1,384,506	969,506
Fund balance, ending	**$ 2,366,206**	**$ 621,457**	**$ 1,526,206**	**$ 1,384,506**	**$ 969,506**

FUND 29 – FAIR CONTRIBUTIONS FUND

This Special Revenue Fund was first established November 15, 1995 in accordance with the Intergovernmental Agreement Concerning Fair Contributions for Public School Sites between the City of Longmont and the St. Vrain Valley School District in order to collect monies for acquisition, development or expansion of public school sites based on the impacts created by residential subdivisions. Since that date, additional intergovernmental agreements have been set up with the Towns of Mead, Frederick, Firestone, Erie, and Lyons. Additional fair contribution fees for public school sites are collected from Boulder County, Larimer County, and from individual developers in Weld County.

The fee is assessed according to the type of dwelling: single family, duplex/triplex, condo/townhouse, multi-family or mobile home. The fees are collected for use within the senior high school feeder attendance area boundaries, which serve the individual dwelling units.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment income	$ 56,532	$ 56,000	$ 57,000	$ 65,000	$ 65,000
Miscellaneous	1,078,391	1,100,000	1,100,000	1,330,000	1,400,000
Total revenues	**1,134,923**	**1,156,000**	**1,157,000**	**1,395,000**	**1,465,000**
Expenditures					
Purchased services	4,805	150,000	150,000	20,000	150,000
Capital outlay	-	7,317,912	7,414,030	801,387	8,295,643
Total expenditures	**4,805**	**7,467,912**	**7,564,030**	**821,387**	**8,445,643**
Excess of revenues over (under) expenditures	**1,130,118**	**(6,311,912)**	**(6,407,030)**	**573,613**	**(6,980,643)**
Fund balance, beginning	5,276,912	6,311,912	6,407,030	6,407,030	6,980,643
Fund balance, ending					
Committed	6,407,030	-	-	6,980,643	-
Fund balance, ending	**$ 6,407,030**	**$ -**	**$ -**	**$ 6,980,643**	**$ -**

FUND 31 – BOND REDEMPTION FUND

The Bond Redemption Fund is a debt service fund used to account for property taxes levied and investment income earned, and to provide for payment of general long-term debt principal retirement, semi-annual interest, and related fees.

The District's long-term debt, in the form of general obligation bonds, totals $375,995,000 as of June 30, 2016. The budgeted amount for this debt service and related fees in Fiscal Year 2016-17 is $35,543,477. Property taxes provide nearly all of the revenue for this fund, with investment income contributing less than 0.1%.

The legal debt limit of 20% of the District's 2015 assessed valuation of $2.908 billion is $581.7 million. This exceeds the net amount of the District's bonds payable by approximately $205.7 million. State statute allows a debt limit of 25% of assessed valuation in years of high growth, which the District is currently experiencing. Under this scenario, the District's debt limit is $727.1 million, exceeding its current outstanding bonds payable by $351.1 million.

The District's enrollment has been increasing from 1.6% to 4.5% per year and continued annual increases of approximately 2 - 3% are expected for the next several years. District needs for additional school facilities are expected to continue to increase in subsequent years. The need for the issuance of bonds to provide for these school facilities is carefully considered with the assistance of the Long-Range Facilities Planning Committee. The Board of Education approved a bond issue request for the November 2008 ballot and $189 million of additional school bonds were approved by the voters.

The property tax levy for principal and interest on bonds was Board-approved at 14.800 mills for 2015, which is approximately 27.5% of the total projected tax levy of 53.887 mills. The annual principal and interest payments on the currently outstanding bonds remain stable through 2023 when they decrease by 16% and then remain stable until 2034 when the current bonds will be fully repaid. Maintaining the current scheduled repayment of long-term debt is not expected to have any significant financial impact on current or future operations of the District.

General Obligation Bonds

In April 2005, $42,815,000 General Obligation Refunding Bonds were issued. Interest accrues at 5.0% and is payable each June 15th and December 15th. Principal was due annually on December 15 through 2017. In Fiscal Year 2016, a portion of these Bonds was refinanced due to favorable market conditions. The premium of $3,546,660 is being amortized over the term of the bonds. As of June 30, 2016, none of the original principal remains outstanding.

$14,000,000 General Obligation Building Bonds were also issued in April 2005. Interest accrues at 5.0% and is payable each June 15th and December 15th. Principal was due annually on December 15 through 2015. In Fiscal Year 2015, a portion of these Bonds was refinanced due to favorable market conditions. The premium of $511,241 that was received upon the issuance of the bonds is being amortized based upon maturity of the bonds. As of June 30, 2016, none of the original principal remains outstanding.

In April 2006, $43,455,000 General Obligation Refunding Bonds were issued. Interest accrues at 3.95% to 5.25% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2022. The

premium of $2,520,719 is being amortized over the life of the bonds. As of June 30, 2016, the outstanding balance is $38,825,000.

$56,800,000 General Obligation Building Bonds were issued in November 2006. Interest accrues at 4.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2016. In Fiscal Year 2015, a portion of these Bonds was refinanced due to favorable market conditions. The premium of $3,622,791 that was received upon the issuance of the bonds is being amortized based upon maturity of the bonds. As of June 30, 2016, the outstanding balance is $125,000.

$104,000,000 General Obligation Building Bonds were issued in February 2009. Interest accrues at rates ranging from 2.500% to 3.625% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2021. In Fiscal Year 2016, a portion of these Bonds was refinanced due to favorable market conditions. The premium of $504,199 that was received upon the issuance of the bonds is being amortized based upon maturity of the bonds. As of June 30, 2016, the outstanding balance is $600,000.

The remaining authorized bonds in the amount of $85,000,000 were issued in May 2010; $8,590,000 of Tax-Exempt General Obligation Building Bonds and $76,410,000 of Taxable General Obligation Building Bonds as part of the Direct Pay Build America Bond program. The tax-exempt bonds accrue interest at 5.25%, payable each June 15th and December 15th. Principal is due annually on December 15, 2023 through 2025. The premium of $1,191,756 received upon the issuance of the bonds is being amortized based upon maturity of the bonds. The taxable bonds accrue interest at rates ranging from 5.34% to 5.79%, payable each June 15th and December 15th. Principal is due annually on December 15, 2026 through 2033.

In May 2011, $34,355,000 General Obligation Refunding Bonds were issued. Interest accrues at 3.0% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2019. The premium of $4,011,133 is being amortized over the life of the bonds. As of June 30, 2016, the outstanding balance is $27,825,000.

In June 2011, $31,150,000 General Obligation Refunding Bonds were issued. Interest accrues at 2.0% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2022. The premium of $4,359,203 is being amortized over the life of the bonds. As of June 30, 2016, the outstanding balance is $25,280,000.

In February 2012, $34,695,000 General Obligation Refunding Bonds were issued. Interest accrues at 1.0% to 4.0% and is payable each June 15th and December 15th. Principal is due annually on December 15, 2016 through 2024. The premium of $4,245,413 is being amortized over the life of the bonds.

In October 2014, $50,355,000 General Obligation Refunding Bonds were issued. Interest accrues at 3.0% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2026. The premium of $10,821,491 is being amortized over the life of the bonds. As of June 30, 2016, the outstanding balance is $48,490,000.

In February 2016, $115,155,000 General Obligation Refunding Bonds were issued. Interest accrues at 2.5% to 5.0% and is payable each June 15th and December 15th. Principal is due annually on December 15 through 2033. The premium of $12,871,395 is being amortized over the life of the bonds.

Additional information relative to the principal and interest of the general obligation bonds through Fiscal Year 2034 is presented on the following pages.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
BOND REDEMPTION FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Property taxes	$ 35,181,183	$ 35,710,190	$ 43,043,431	$ 43,043,431	$ 41,752,128
Investment income	1,842	2,000	2,000	1,650	2,000
Miscellaneous	3,216	-	-	-	-
Total revenues	**35,186,241**	**35,712,190**	**43,045,431**	**43,045,081**	**41,754,128**
Expenditures					
Debt principal	14,205,000	15,225,000	15,225,000	15,225,000	18,145,000
Interest	18,711,630	18,932,570	18,932,570	17,181,733	17,388,477
Fiscal charges	428,003	10,000	800,000	761,701	10,000
Total expenditures	**33,344,633**	**34,167,570**	**34,957,570**	**33,168,434**	**35,543,477**
Excess of revenues over (under) expenditures	**1,841,608**	**1,544,620**	**8,087,861**	**9,876,647**	**6,210,651**
Other financing sources (uses)					
Proceeds of refunding bonds	50,355,000	-	115,055,000	115,155,000	-
Premium received on issuance of bonds	10,821,491	-	13,405,000	12,871,395	-
Payment to refunded bond escrow agent	(61,682,860)	-	(131,460,000)	(128,498,887)	-
Total other financing sources (uses)	**(506,369)**	**-**	**(3,000,000)**	**(472,492)**	**-**
Excess of revenues and other sources over (under) expenditures and other uses	**1,335,239**	**1,544,620**	**5,087,861**	**9,404,155**	**6,210,651**
Fund balance, beginning	32,700,504	34,203,526	34,035,743	34,035,743	43,439,898
Fund balance, ending	**$ 34,035,743**	**$ 35,748,146**	**$ 39,123,604**	**$ 43,439,898**	**$ 49,650,549**

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

BOND REDEMPTION FUND
GENERAL OBLIGATION BONDS
AS OF JUNE 30, 2016

	Principal	Interest	Total
General Obligation Bonds			
Refunding 1997 in 2006	$ 38,825,000	$ 8,474,406	$ 47,299,406
Building 2006B	125,000	2,500	127,500
Building 2009	600,000	57,938	657,938
Building 2010A	8,590,000	3,848,250	12,438,250
Building 2010B	76,410,000	63,455,769	139,865,769
Refunding 2003 in 2011	27,825,000	2,825,175	30,650,175
Refunding 2003 in 2011B	25,280,000	6,674,075	31,954,075
Refunding 2004 in 2012	34,695,000	7,342,200	42,037,200
Refunding 2006 in 2014	48,490,000	21,367,150	69,857,150
Refunding 2009 in 2016	115,155,000	55,862,850	171,017,850
Total G.O. Bonds	**$ 375,995,000**	**$ 169,910,312**	**$ 545,905,312**

DETAIL OF ANNUAL PAYMENTS - ALL BONDS

Fiscal Year	Principal	Interest	Total Principal/Interest
2016-17	$ 18,145,000	$ 17,388,477	$ 35,533,477
2017-18	17,905,000	16,399,089	34,304,089
2018-19	19,150,000	15,581,639	34,731,639
2019-20	20,025,000	14,669,614	34,694,614
2020-21	21,120,000	13,706,264	34,826,264
2021-22	22,045,000	12,753,639	34,798,639
2022-23	23,015,000	11,780,670	34,795,670
2023-24	16,200,000	10,903,795	27,103,795
2024-25	16,950,000	10,134,058	27,084,058
2025-26	17,725,000	9,294,714	27,019,714
2026-27	18,615,000	8,378,317	26,993,317
2027-28	19,240,000	7,404,923	26,644,923
2028-29	20,295,000	6,367,462	26,662,462
2029-30	21,365,000	5,322,301	26,687,301
2030-31	22,585,000	4,269,931	26,854,931
2031-32	25,880,000	3,112,010	28,992,010
2032-33	27,320,000	1,845,740	29,165,740
2033-34	28,415,000	597,671	29,012,671
Total	**$ 375,995,000**	**$ 169,910,312**	**$ 545,905,312**

FUND 41 – BUILDING FUND

The Building Fund is a Capital Project Fund used to budget and 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.

In February 2009 the District received $103.9 million in proceeds from the sale of bonds authorized by the voters in November 2008. Many projects covered by the bonds, including Red Hawk Elementary School in Erie, and a new Frederick High School have been completed.

Proceeds from the $85 million bond issuance in May 2010 provide the balance of the funds necessary for all of the planned projects as described in the November 2008 ballot information.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
BUILDING FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment income	$ 43,925	$ 45,000	$ 43,000	$ 36,000	$ 25,000
Miscellaneous	35,370	-	40,000	-	-
Total revenues	**79,295**	**45,000**	**83,000**	**36,000**	**25,000**
Expenditures					
Salaries	379,832	225,000	272,800	272,800	278,500
Benefits	96,642	58,188	78,100	78,100	83,000
Purchased services	3,871,983	4,000,000	4,000,000	2,046,000	2,500,000
Supplies and materials	3,034	100,000	100,000	10,000	10,000
Capital outlay	7,481,160	7,437,332	8,686,811	3,954,000	3,921,361
Other	3,953	50,000	50,000	1,950	10,000
Total expenditures	**11,836,604**	**11,870,520**	**13,187,711**	**6,362,850**	**6,802,861**
Excess of revenues over (under) expenditures	**(11,757,309)**	**(11,825,520)**	**(13,104,711)**	**(6,326,850)**	**(6,777,861)**
Fund balance, beginning	24,862,020	11,825,520	13,104,711	13,104,711	6,777,861
Fund balance, ending	**$ 13,104,711**	**$ -**	**$ -**	**$ 6,777,861**	**$ -**

FUND 43 – CAPITAL RESERVE 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 major equipment purchases.

Schools and departments submit project and equipment funding requests. Requests are evaluated and recommended by the Capital Reserve Committee and submitted to the Board of Education for final approval.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CAPITAL RESERVE CAPITAL PROJECTS FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Equalization	$ 4,921,561	$ 4,805,803	$ 5,482,577	$ 5,482,577	$ 5,345,009
Investment income	9,644	7,500	10,000	28,600	28,000
Miscellaneous	105,907	75,000	175,000	59,520	75,000
Total revenues	**5,037,112**	**4,888,303**	**5,667,577**	**5,570,697**	**5,448,009**
Expenditures					
Capital expenditures	6,235,537	6,750,000	7,750,000	6,771,000	7,750,000
Total expenditures	**6,235,537**	**6,750,000**	**7,750,000**	**6,771,000**	**7,750,000**
Excess of revenues over (under) expenditures	**(1,198,425)**	**(1,861,697)**	**(2,082,423)**	**(1,200,303)**	**(2,301,991)**
Fund balance, beginning	8,588,049	7,491,110	7,389,624	7,389,624	6,189,321
Fund balance, ending					
Nonspendable - deposits, prepaids	371,915	500,000	225,000	225,000	-
Committed	7,017,709	5,129,413	5,082,201	5,964,321	3,887,330
Fund balance, ending	**$ 7,389,624**	**$ 5,629,413**	**$ 5,307,201**	**$ 6,189,321**	**$ 3,887,330**

Cap Reserve FY 2017 Summary

		GF Funded 2017 CAP Reserve ESTIMATED COSTS		
Fund Accounts	**Fund Manager**	**Percent of Total**	**2017 Proposed CAP Summary**	**2017 CAP Funding Source**
Arts/Athletics	Robert Berry	**2.699%**	**$ 129,550.00**	**2017 General Fund**
Custodial	John Goddard	**1.666%**	**$ 79,950.00**	**2017 General Fund**
Environmental	Carey Jensen	**2.083%**	**$ 100,000.00**	**2017 General Fund**
FFE	John Goddard	**6.667%**	**$ 320,000.00**	**2017 General Fund**
Growth	Brian Lamer	**2.667%**	**$ 128,000.00**	**2017 General Fund**
Maintenance and Grounds	Todd Piccone	**40.525%**	**$ 1,945,188.00**	**2017 General Fund**
Portable Classrooms	Brian Lamer	**13.486%**	**$ 647,338.00**	**2017 General Fund**
Regulatory Compliance	Brian Lamer	**5.374%**	**$ 257,974.00**	**2017 General Fund**
Transportation	Randy McKie	**24.833%**	**$ 1,192,000.00**	**2017 General Fund**
	TOTAL	100%	$ 4,800,000.00	2017 General Fund

FUND 65 – SELF INSURANCE FUND

The Self Insurance Fund is an internal service fund used to account for the District's self-funded insurance plan. Revenues for the fund include employee and District contributions towards health and dental claims, and rebates or incentives from healthcare provider contracts. Expenditures include salary, benefits, purchased services, supplies, and equipment related to managing the self-insurance health and dental plans and complying with the Health Insurance Portability and Accountability Act (HIPAA).

Initial funding for the fund was in the form of transfers from the General Fund that were attributable to the United, Cigna and MetLife plan histories, and the results of successful negotiations by the District Administration on behalf of the District's employees.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
SELF INSURANCE FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Investment income	$ 5,836	$ 5,000	$ 6,500	$ 18,900	$ 19,000
Charges for services	14,967,215	15,787,000	15,896,000	15,900,000	16,000,000
Total revenues	**14,973,051**	**15,792,000**	**15,902,500**	**15,918,900**	**16,019,000**
Expenditures					
Salaries	143,162	154,000	162,800	162,800	170,300
Benefits	43,307	49,000	55,000	55,000	53,200
Purchased Services	795,569	524,000	1,350,000	1,992,000	2,000,000
Supplies and materials	-	5,000	1,000	100	5,000
Other	12,500	-	12,500	-	-
Claims paid	14,248,070	15,060,000	15,100,000	13,485,752	13,500,000
Total expenditures	**15,242,608**	**15,792,000**	**16,681,300**	**15,695,652**	**15,728,500**
Excess of revenues over (under) expenditures	**(269,557)**	**-**	**(778,800)**	**223,248**	**290,500**
Net Assets, beginning	**4,238,685**	**4,218,630**	**3,969,128**	**3,969,128**	**4,192,376**
Net Assets, ending	**$ 3,969,128**	**$ 4,218,630**	**$ 3,190,328**	**$ 4,192,376**	**$ 4,482,876**

FUND 72 – STUDENT SCHOLARSHIP FUND

The Student Scholarship Fund is a Trust Fund and is used to account for assets held by a governmental unit in a trustee capacity and is used to record scholarship award monies, according to the individual trust guidelines.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
STUDENT SCHOLARSHIP FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Additions					
Investment income	$ 175	$ 180	$ 300	$ 445	$ 450
Contributions	47,998	50,000	50,000	33,500	50,000
Total additions	**48,173**	**50,180**	**50,300**	**33,945**	**50,450**
Deductions					
Scholarships	42,968	50,180	50,300	46,500	50,450
Total deductions	**42,968**	**50,180**	**50,300**	**46,500**	**50,450**
Change in undistributed monies	**5,205**	**-**	**-**	**(12,555)**	**-**
Net Assets, beginning	219,184	219,184	224,389	224,389	211,834
Net assets, ending	**$ 224,389**	**$ 219,184**	**$ 224,389**	**$ 211,834**	**$ 211,834**

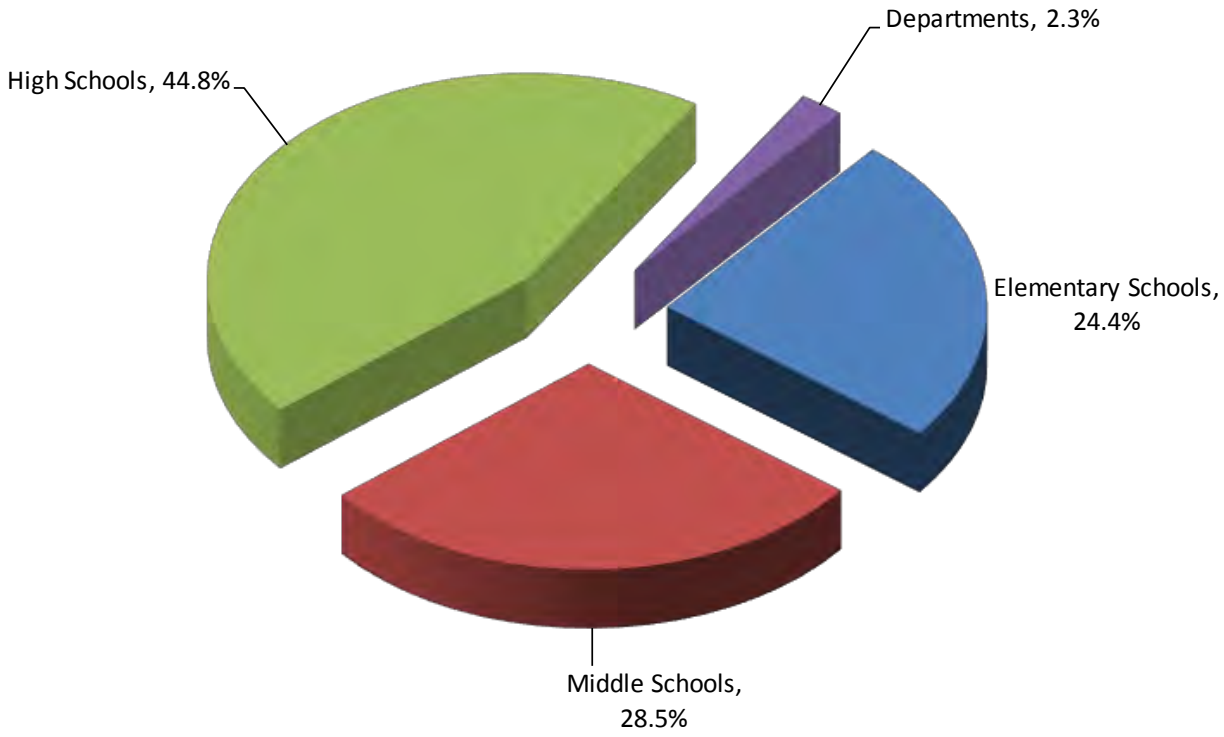
FUND 74 – STUDENT ACTIVITIES AGENCY FUND

The Student Activities Agency Fund is used to record pupil organizations and activities that are self-supporting and do not receive direct or indirect District support. Accounting is maintained for each District school and department, and separate activities within each location. This fund includes the District's Option 1 PTO organizations. Option 1 organizations are not separate 501(c)3 charitable organizations. Revenues may be provided from fund raisers, gifts, vending machine proceeds, retail and grocery store certificates, and miscellaneous sources.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
STUDENT ACTIVITIES AGENCY FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	Projected Actual 6/30/16	Adopted Budget 6/30/17
Revenues					
Elementary Schools	$ 43,681	$ 45,000	$ 45,000	$ 75,000	$ 50,000
Middle Schools	26,121	20,000	27,000	28,000	26,000
High Schools	37,428	40,000	38,000	47,000	40,000
Other Revenue	-	-	-	3,300	-
Total revenues	**107,230**	**105,000**	**110,000**	**153,300**	**116,000**
Expenditures					
Elementary Schools	43,010	81,872	75,716	50,000	106,533
Middle Schools	33,309	61,964	58,638	25,000	65,731
High Schools	59,475	108,897	104,702	48,000	96,852
Other Expenditures	-	2,887	-	-	6,240
Total expenditures	**135,794**	**255,620**	**239,056**	**123,000**	**275,356**
Change in undistributed monies	**(28,564)**	**(150,620)**	**(129,056)**	**30,300**	**(159,356)**
Transfers out	**-**	**-**	**-**	**-**	**-**
Transfer to/from Other Funds	-	-	-	-	-
Undistributed monies, beginning	157,620	150,620	129,056	129,056	159,356
Undistributed monies, ending	**$ 129,056**	**$ -**	**$ -**	**$ 159,356**	**$ -**

Fund Balance June 30, 2015



ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

Student Activities Agency Fund Balances

Location	6/30/12	6/30/13	6/30/14	6/30/15
Elementary Schools				
Alpine	$ 122	$ 381	$ 381	$ 431
Black Rock	533	500	865	2,373
Blue Mountain	(318)	366	136	376
Burlington	281	497	1,158	1,314
Centennial	995	688	295	180
Central	199	320	428	541
Columbine	190	59	237	402
Eagle Crest	231	446	667	660
Erie	129	81	224	299
Fall River	1,064	1,275	1,490	1,730
Frederick	2,192	2,355	-	-
Hygiene	294	440	544	366
Indian Peaks	15,811	11,236	4,024	2,354
Legacy	-	-	-	-
Loma Linda	6,369	6,678	-	-
Longmont Estates	186	121	208	159
Lyons	86	229	275	359
Mead	878	1,158	1,646	1,819
Mountain View	333	267	427	86
Niwot	173	333	467	629
Northridge	18,090	8,979	4,395	5,879
Prairie Ridge	514	419	189	298
Red Hawk	165	2,958	2,155	2,126
Rocky Mountain	140	94	9,749	8,899
Sanborn	125	420	412	253
Spangler	10,829	3,057	-	-
Elementary School Total	**59,611**	**43,357**	**30,372**	**31,533**
Middle Schools				
Altona	2,919	6,083	5,566	2,218
Coal Ridge	2,256	3,329	3,931	4,089
Erie	1,811	1,979	2,043	1,111
Heritage	4,892	5,149	-	-
Longs Peak	3,964	3,586	2,657	3,710
Mead	-	-	9,252	6,947
Sunset	3,552	5,009	7,064	6,989
Thunder Valley K-8	-	-	2,432	2,615
Timberline K-8	-	-	6,443	5,714
Trail Ridge	2,132	1,416	2,173	1,137
Westview	1,364	2,183	2,903	2,201
Middle School Total	**22,890**	**28,734**	**44,464**	**36,731**
High Schools				
CDC	3,102	4,119	9,255	8,647
Erie	6,940	2,633	3,227	3,260
Frederick	238	2,542	5,896	1,389
Longmont	26,844	22,855	28,633	20,513
Lyons	(1,235)	-	2,071	1,870
Mead	4,247	5,831	5,022	4,084
Niwot	4,038	1,627	4,920	5,381
Olde Columbine	-	-	-	-
Silver Creek	5,580	13,048	10,830	10,036
Skyline	9,076	8,915	10,043	2,672
High School Total	**58,830**	**61,570**	**79,897**	**57,852**
Departments				
Athletics	-	-	-	-
Extracurricular	-	-	-	-
Other	(4,015)	9,685	2,887	2,940
Department Total	**(4,015)**	**9,685**	**2,887**	**2,940**
District Total	**$ 137,316**	**$ 143,346**	**$ 157,620**	**$ 129,056**

SUMMARY BUDGET REPORTS

The following pages contain consolidated budgetary information to provide a district-wide, comprehensive summary of the individual fund budgets.

Consolidated Budget Summary

The first page of the Consolidated Budget Summary shows all funds available compared to total appropriations, indicating total non-appropriated fund balances, summarized by operating funds and other funds. Subsequent pages show the detail for each fund in a side-by-side, comparison format.

Operating funds include the General Fund, Capital Reserve Fund, Colorado Preschool Program Fund, Community Education Fund, Fair Contributions Fund, Designated Grant Fund, Nutrition Services Fund, Risk Management Fund, Self-Insurance Fund, Student Activities Special Revenue Fund, and Student Activities Agency Fund.

Other funds include the Bond Redemption Fund, Building Fund, and Student Scholarship Fund.

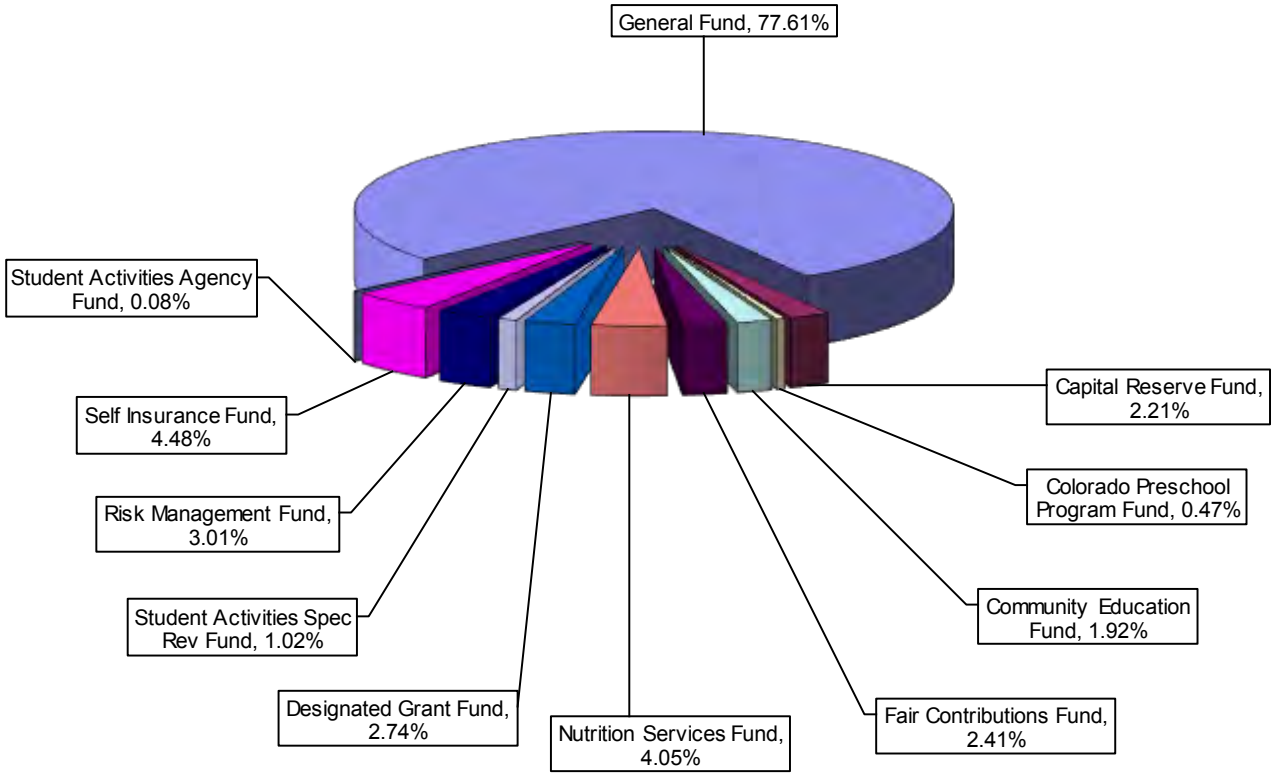
Expenditures by Program and Object

This schedule presents the budget of each fund, organized by program and object, according to the state-mandated "Uniform Budget Summary" format as required under C.R.S. 22-44-105(1)(d.5).

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
FISCAL YEAR ENDING JUNE 30, 2017

	Net Operating Funds Total	Net Other Funds Total	District Total
Beginning Fund Balance	$ 116,159,443	$ 50,429,593	$ 166,589,036
Revenue	330,550,310	41,829,578	372,379,888
Total Funds Available	**$ 446,709,753**	**$ 92,259,171**	**$ 538,968,924**
Expenditures	$ 350,869,114	$ 42,396,788	$ 393,265,902
TABOR Reserves	8,591,000	-	8,591,000
Other Appropriated Reserves	5,728,000	-	5,728,000
Total Appropriations	**365,188,114**	**42,396,788**	**407,584,902**
Non-appropriated Fund Balance	81,521,639	49,862,383	131,384,022
Total Appropriations and Non-appropriated Fund Balance	**$ 446,709,753**	**$ 92,259,171**	**$ 538,968,924**

Consolidated Operating Funds Expenditures and Transfers



ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
OPERATING FUNDS
FISCAL YEAR ENDING JUNE 30, 2017

	General Fund	Capital Reserve Fund	Colorado Preschool Program Fund	Community Education Fund	Fair Contributions Fund
Revenues					
State Formula					
Local Property Tax	$ 69,027,290	$ -	$ -	$ -	$ -
State Equalization	131,925,622	5,345,009	1,558,854	-	-
Specific Ownership Tax	4,004,588	-	-	-	-
Local Sources					
Other Specific Ownership Tax	3,795,412	-	-	-	-
Mill Levy Override	35,572,000	-	-	-	-
Investment Income	99,008	28,000	700	10,000	65,000
Charges for Services	5,590,977	-	-	6,300,000	-
Other	2,582,358	75,000	-	-	1,400,000
State Sources					
Special Education	5,920,708	-	-	-	-
Vocational Education	689,350	-	-	-	-
Transportation	1,627,698	-	-	-	-
Other	2,437,791	-	-	-	-
Federal Sources					
Special Education	-	-	-	-	-
Other	2,665,626	-	-	-	-
Total Revenues	**265,938,428**	**5,448,009**	**1,559,554**	**6,310,000**	**1,465,000**
Designated and Reserved Fund Balance	-	-	-	-	-
Total Funds Available	**265,938,428**	**5,448,009**	**1,559,554**	**6,310,000**	**1,465,000**
Direct Instruction	147,464,858	-	1,133,380	5,900,000	-
Instructional Support Services	25,970,251	-	502,748	750,000	-
School Management	19,575,876	-	-	-	-
Instruction Services Subtotal	**193,010,985**	**-**	**1,636,128**	**6,650,000**	**-**
District Wide Support Services					
General Administration	1,933,362	-	-	-	-
Fiscal Services	3,556,144	-	-	-	-
Operations/Maintenance/Custodial	23,391,297	-	-	-	-
Pupil Transportation	8,187,444	-	-	-	-
Central Services	16,265,068	-	-	-	-
Nutrition Services	-	-	-	-	-
Capital Outlay	-	7,750,000	-	75,000	8,295,643
Other Support Services	-	-	-	-	150,000
District Wide Support Services Subtotal	**53,333,315**	**7,750,000**	**-**	**75,000**	**8,445,643**
Community Services	124,000	-	-	-	-
Other Operating Expenditures	-	-	-	-	-
Charter Schools	25,845,092	-	-	-	-
District Wide Subtotal	**25,969,092**	**-**	**-**	**-**	**-**
Total Budgeted Expenditures	**272,313,392**	**7,750,000**	**1,636,128**	**6,725,000**	**8,445,643**
Transfers To (From) Other Funds	-	-	-	-	-
Total Expenditures and Transfers	**272,313,392**	**7,750,000**	**1,636,128**	**6,725,000**	**8,445,643**
Prior Year Obligations	-	-	-	-	-
Total Expenditures, Transfers and Prior Year Obligations	**272,313,392**	**7,750,000**	**1,636,128**	**6,725,000**	**8,445,643**
Net Change in Fund Balance	**(6,374,964)**	**(2,301,991)**	**(76,574)**	**(415,000)**	**(6,980,643)**
Beginning Fund Balance	86,544,413	6,189,321	407,726	1,384,506	6,980,643
Ending Fund Balance	**80,169,449**	**3,887,330**	**331,152**	**969,506**	**-**
Committed - for Subsequent Year Expenditures	-	3,887,330	-	-	-
Nonspendable - Capital Assets	-	-	-	-	-
Restricted for TABOR	8,591,000	-	-	-	-
Restricted	-	-	331,152	969,506	-
Committed for Contingencies	5,728,000	-	-	-	-
Assigned / Unassigned Fund Balance	**$ 65,850,449**	**$ -**	**$ -**	**$ -**	**$ -**

Funded Pupil Count	29,226.7	29,451.7	225.0		29,451.7
Budgeted Expenditures per Funded Pupil	**$ 9,317**	**$ 263**	**$ 7,272**		**$ 287**

Designated Grant Fund	Nutrition Services Fund	Risk Management Fund	Self Insurance Fund	Student Activities Spec Rev Fd	Student Activities Agency Fund	Net Operating Funds Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 69,027,290
-	-	3,429,095	-	-	-	142,258,580
-	-	-	-	-	-	4,004,588
-	-	-	-	-	-	3,795,412
-	-	-	-	-	-	35,572,000
-	2,000	5,000	19,000	13,000	-	241,708
-	3,400,000	-	16,000,000	-	-	31,290,977
-	25,000	10,000	-	6,410,000	116,000	10,618,358
-	-	-	-	-	-	5,920,708
-	-	-	-	-	-	689,350
-	-	-	-	-	-	1,627,698
278,000	159,000	-	-	-	-	2,874,791
3,656,978	-	-	-	-	-	3,656,978
10,281,022	6,025,224	-	-	-	-	18,971,872
14,216,000	**9,611,224**	**3,444,095**	**16,019,000**	**6,423,000**	**116,000**	**330,550,310**
-	-	-	-	-	-	-
14,216,000	**9,611,224**	**3,444,095**	**16,019,000**	**6,423,000**	**116,000**	**330,550,310**
6,824,000	-	-	-	-	-	161,322,238
7,392,000	-	-	-	-	-	34,614,999
-	-	-	-	-	-	19,575,876
14,216,000	**-**	**-**	**-**	**-**	**-**	**215,513,113**
-	-	-	-	-	-	1,933,362
-	-	-	-	-	-	3,556,144
-	-	-	-	-	-	23,391,297
-	-	-	-	-	-	8,187,444
-	-	3,595,701	15,728,500	-	-	35,589,269
-	9,624,770	-	-	-	-	9,624,770
-	-	-	-	-	-	16,120,643
-	-	-	-	-	275,356	425,356
-	**9,624,770**	**3,595,701**	**15,728,500**	**-**	**275,356**	**98,828,285**
-	-	-	-	-	-	124,000
-	-	-	-	10,558,624	-	10,558,624
-	-	-	-	-	-	25,845,092
-	**-**	**-**	**-**	**10,558,624**	**-**	**36,527,716**
14,216,000	**9,624,770**	**3,595,701**	**15,728,500**	**10,558,624**	**275,356**	**350,869,114**
-	-	-	-	-	-	-
14,216,000	**9,624,770**	**3,595,701**	**15,728,500**	**10,558,624**	**275,356**	**350,869,114**
-	**-**	**-**	**-**	**-**	**-**	**-**
14,216,000	**9,624,770**	**3,595,701**	**15,728,500**	**10,558,624**	**275,356**	**350,869,114**
-	**(13,546)**	**(151,606)**	**290,500**	**(4,135,624)**	**(159,356)**	**(20,318,804)**
-	2,322,474	3,843,004	4,192,376	4,135,624	159,356	116,159,443
-	**2,308,928**	**3,691,398**	**4,482,876**	**-**	**-**	**95,840,639**
-	-	3,691,398	4,482,876	-	-	12,061,604
-	-	-	-	-	-	-
-	-	-	-	-	-	8,591,000
-	2,308,928	-	-	-	-	3,609,586
-	-	-	-	-	-	5,728,000
$ -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 65,850,449**

29,451.7	29,451.7	29,451.7		29,451.7	29,451.7	
$ 483	**$ 327**	**$ 122**		**$ 359**	**$ 9**	

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

CONSOLIDATED ADOPTED BUDGET SUMMARY

OTHER FUNDS

FISCAL YEAR ENDING JUNE 30, 2017

Description	Bond Redemption Fund	Building Fund	Student Scholarship Fund	Net Total Other Funds
Revenues				
Local Sources				
Property Tax	$ 41,752,128	$ -	$ -	$ 41,752,128
Investment Income	2,000	25,000	450	27,450
Fund Raising and Contibutions	-		50,000	50,000
Proceeds From Borrowing	-	-	-	-
Total Revenues	**41,754,128**	**25,000**	**50,450**	**41,829,578**
Expenditures				
Debt Services	35,543,477	-	-	35,543,477
Capital Construction	-	6,802,861	-	6,802,861
Student Scholarships	-		50,450	50,450
Total Budgeted Expenditures	**35,543,477**	**6,802,861**	**50,450**	**42,396,788**
Net Change in Fund Balances	**6,210,651**	**(6,777,861)**	**-**	**(567,210)**
Beginning Fund Balances	43,439,898	6,777,861	211,834	50,429,593
Ending Fund Balances	**$ 49,650,549**	**$ -**	**$ 211,834**	**$ 49,862,383**

Estimated Funded Pupil Count	29,451.7	29,451.7		
Budgeted Expenditures per Funded Pupil	**$ 1,207**	**$ 231**		

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
EXPENDITURES BY PROGRAM AND OBJECT
FISCAL YEAR ENDING JUNE 30, 2017

Description	Fund # / Fund Name	10 General Fund	18 Risk Management	19 Colorado Preschool Program	22 Designated Grants	23 Student Activities Spec Rev Fund	27 Community Education
BEGINNING FUND BALANCE (Includes ALL Reserves)	Object/ Source	86,544,413	3,843,004	407,726	-	4,135,624	1,384,506
REVENUES							
Local Sources	1000 - 1999	120,604,920	15,000	700	-	6,423,000	6,310,000
Intermediate Sources	2000 - 2999	66,713	-	-	-	-	-
State Sources	3000 - 3999	152,934,127	-	-	278,000	-	-
Federal Sources	4000 - 4999	2,665,626	-	-	13,938,000	-	-
TOTAL REVENUES		**276,271,386**	**15,000**	**700**	**14,216,000**	**6,423,000**	**6,310,000**
TOTAL BEGINNING FUND BALANCE & REVENUES		**362,815,799**	**3,858,004**	**408,426**	**14,216,000**	**10,558,624**	**7,694,506**
TOTAL ALLOCATIONS (TO)/FROM OTHER FUNDS	5600,5700,5800	(10,332,958)	3,429,095	1,558,854	-	-	-
TRANSFERS (TO)/FROM OTHER FUNDS	5200 - 5300	-	-	-	-	-	-
TRANSFERS TO CHARTER SCHOOLS	5200,5700	(25,845,092)	-	-	-	-	-
Other Sources	5100,5400, 5500,5900, 5990, 5991	-	-	-	-	-	-
AVAILABLE BEGINNING FUND BALANCE & REVENUES (Plus or Minus (if Revenue) Allocations and Transfers)		**326,637,749**	**7,287,099**	**1,967,280**	**14,216,000**	**10,558,624**	**7,694,506**
EXPENDITURES							
Instruction - Program 0010 to 2099							
Salaries	0100	102,919,277	-	-	4,800,437	-	3,930,426
Employee Benefits	0200	33,471,108	-	-	1,347,011	-	1,080,304
Purchased Services	0300,0400,0500	2,363,875	-	1,133,380	20,668	-	688,707
Supplies and Materials	0600	8,587,393	-	-	681,372	10,558,624	586,756
Property	0700	-	-	-	22,809	-	128,918
Other	0800,0900	123,205	-	-	39,022	-	309,889
Total Instruction		**147,464,858**	**-**	**1,133,380**	**6,911,319**	**10,558,624**	**6,725,000**
Supporting Services							
Students - Program 2100							
Salaries	0100	11,703,838	-	-	1,850,113	-	-
Employee Benefits	0200	4,019,131	-	-	579,921	-	-
Purchased Services	0300,0400,0500	220,300	-	-	58,756	-	-
Supplies and Materials	0600	63,417	-	-	261,505	-	-
Property	0700	-	-	-	118	-	-
Other	0800,0900	38,800	-	-	3,763	-	-
Total Students		**16,045,486**	**-**	**-**	**2,754,176**	**-**	**-**
Instructional Staff - Program 2200							
Salaries	0100	6,144,980	-	180,996	2,115,999	-	-
Employee Benefits	0200	1,790,127	-	57,887	559,470	-	-
Purchased Services	0300,0400,0500	797,236	-	-	165,936	-	-
Supplies and Materials	0600	1,074,522	-	87,200	177,116	-	-
Property	0700	7,000	-	150,000	133	-	-
Other	0800,0900	110,900	-	26,665	6,693	-	-
Total Instructional Staff		**9,924,765**	**-**	**502,748**	**3,025,347**	**-**	**-**
General Administration - Program 2300							
Salaries	0100	701,885	-	-	-	-	-
Employee Benefits	0200	204,620	-	-	-	-	-
Purchased Services	0300,0400,0500	839,300	-	-	-	-	-
Supplies and Materials	0600	143,357	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	44,200	-	-	-	-	-
Total General Administration		**1,933,362**	**-**	**-**	**-**	**-**	**-**
School Administration - Program 2400							
Salaries	0100	14,132,603	-	-	150,647	-	-
Employee Benefits	0200	4,426,114	-	-	39,602	-	-
Purchased Services	0300,0400,0500	5,600	-	-	13,060	-	-
Supplies and Materials	0600	981,629	-	-	22,384	-	-
Property	0700	-	-	-	473	-	-
Other	0800,0900	29,930	-	-	1,308	-	-
Total School Administration		**19,575,876**	**-**	**-**	**227,474**	**-**	**-**
Business Services - Program 2500							
Salaries	0100	2,091,408	-	-	-	-	-
Employee Benefits	0200	619,712	-	-	-	-	-
Purchased Services	0300,0400,0500	452,900	-	-	27,668	-	-
Supplies and Materials	0600	51,050	-	-	180,614	-	-
Property	0700	-	-	-	6,467	-	-
Other	0800,0900	341,074	-	-	-	-	-
Total Business Services		**3,556,144**	**-**	**-**	**214,749**	**-**	**-**

29	31	41	43	21	65	72	74	
Fair Contributions	Bond Redemption	Building Fund	Capital Reserve	Nutrition Services	Self Insurance	Student Scholarship	Student Activities Agency Fund	TOTAL
6,980,643	43,439,898	6,777,861	6,189,321	2,322,474	4,192,376	211,834	159,356	166,589,036
1,465,000	41,754,128	25,000	103,000	3,427,000	16,019,000	50,450	116,000	196,313,198
-	-	-	-	-	-	-	-	66,713
-	-	-	-	159,000	-	-	-	153,371,127
-	-	-	-	6,025,224	-	-	-	22,628,850
1,465,000	**41,754,128**	**25,000**	**103,000**	**9,611,224**	**16,019,000**	**50,450**	**116,000**	**372,379,888**
8,445,643	**85,194,026**	**6,802,861**	**6,292,321**	**11,933,698**	**20,211,376**	**262,284**	**275,356**	**538,968,924**
-	-	-	5,345,009	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	(25,845,092)
								-
8,445,643	**85,194,026**	**6,802,861**	**11,637,330**	**11,933,698**	**20,211,376**	**262,284**	**275,356**	**513,123,832**
-	-	-	-	-	-	-	-	111,650,140
-	-	-	-	-	-	-	-	35,898,423
-	-	-	-	-	-	50,450	-	4,257,080
-	-	-	-	-	-	-	275,356	20,689,501
-	-	-	-	-	-	-	-	151,727
-	-	-	-	-	-	-	-	472,116
-	**-**	**-**	**-**	**-**	**-**	**50,450**	**275,356**	**173,118,987**
-	-	-	-	-	-	-	-	13,553,951
-	-	-	-	-	-	-	-	4,599,052
-	-	-	-	-	-	-	-	279,056
-	-	-	-	-	-	-	-	324,922
-	-	-	-	-	-	-	-	118
-	-	-	-	-	-	-	-	42,563
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**18,799,662**
-	-	-	-	-	-	-	-	8,441,975
-	-	-	-	-	-	-	-	2,407,484
-	-	-	-	-	-	-	-	963,172
-	-	-	-	-	-	-	-	1,338,838
-	-	-	-	-	-	-	-	157,133
-	-	-	-	-	-	-	-	144,258
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**13,452,860**
-	-	-	-	-	-	-	-	701,885
-	-	-	-	-	-	-	-	204,620
-	-	-	-	-	-	-	-	839,300
-	-	-	-	-	-	-	-	143,357
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	44,200
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,933,362**
-	-	-	-	-	-	-	-	14,283,250
-	-	-	-	-	-	-	-	4,465,716
-	-	-	-	-	-	-	-	18,660
-	-	-	-	-	-	-	-	1,004,013
-	-	-	-	-	-	-	-	473
-	-	-	-	-	-	-	-	31,238
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**19,803,350**
-	-	-	-	-	-	-	-	2,091,408
-	-	-	-	-	-	-	-	619,712
-	-	-	-	-	-	-	-	480,568
-	-	-	-	-	-	-	-	231,664
-	-	-	-	-	-	-	-	6,467
-	-	-	-	-	-	-	-	341,074
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,770,893**

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONSOLIDATED ADOPTED BUDGET SUMMARY
EXPENDITURES BY PROGRAM AND OBJECT
FISCAL YEAR ENDING JUNE 30, 2017

Description	Fund # / Fund Name	10 General Fund	18 Risk Management	19 Colorado Preschool Program	22 Designated Grants	23 Student Activities Spec Rev Fund	27 Community Education
Operations and Maintenance - Program 2600							
Salaries	0100	9,695,073	-	-	1,352	-	-
Employee Benefits	0200	3,470,711	-	-	-	-	-
Purchased Services	0300,0400,0500	3,801,946	-	-	101,760	-	-
Supplies and Materials	0600	6,266,447	-	-	-	-	-
Property	0700	43,000	-	-	-	-	-
Other	0800,0900	114,120	-	-	-	-	-
Total Operations and Maintenance		**23,391,297**	**-**	**-**	**103,112**	**-**	**-**
Student Transportation - Program 2700							
Salaries	0100	4,536,823	-	-	-	-	-
Employee Benefits	0200	1,804,621	-	-	-	-	-
Purchased Services	0300,0400,0500	500,000	-	-	-	-	-
Supplies and Materials	0600	1,333,000	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	13,000	-	-	10,868	-	-
Total Student Transportation		**8,187,444**	**-**	**-**	**10,868**	**-**	**-**
Central Support - Program 2800							
Salaries	0100	5,111,838	240,193	-	91,452	-	-
Employee Benefits	0200	1,643,159	66,068	-	23,996	-	-
Purchased Services	0300,0400,0500	1,360,008	1,605,220	-	12,152	-	-
Supplies and Materials	0600	8,108,063	1,632,000	-	7,009	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	42,000	52,220	-	834,346	-	-
Total Central Support		**16,265,068**	**3,595,701**	**-**	**968,955**	**-**	**-**
Enterprise Operations - Program 3200							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	124,000	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	-	-	-	-	-	-
Total Enterprise Operations		**124,000**	**-**	**-**	**-**	**-**	**-**
Education for Adults - Program 3400							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	-	-	-	-	-	-
Total Education for Adults Services		**-**	**-**	**-**	**-**	**-**	**-**
Total Supporting Services		**99,003,442**	**3,595,701**	**502,748**	**7,304,681**	**-**	**-**
Property - Program 4000							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	-	-	-	-	-	-
Total Property		**-**	**-**	**-**	**-**	**-**	**-**
Other Uses - Program 5000s - including Transfers Out and/or Allocations Out as an expenditure							
Salaries	0100	-	-	-	-	-	-
Employee Benefits	0200	-	-	-	-	-	-
Purchased Services	0300,0400,0500	-	-	-	-	-	-
Supplies and Materials	0600	-	-	-	-	-	-
Property	0700	-	-	-	-	-	-
Other	0800,0900	-	-	-	-	-	-
Total Other Uses		**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES		**246,468,300**	**3,595,701**	**1,636,128**	**14,216,000**	**10,558,624**	**6,725,000**
RESERVES							
District Emergency Reserve - Program 9315	0840	5,728,000	-	-	-	-	-
Reserve for TABOR 3% - Program 9310	0840	8,591,000	-	-	-	-	-
Res. for TABOR - Multi-Year Obligations Program 9320	0840	-	-	-	-	-	-
TOTAL RESERVES		**14,319,000**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES & RESERVES		**260,787,300**	**3,595,701**	**1,636,128**	**14,216,000**	**10,558,624**	**6,725,000**
NON-APPROPRIATED RESERVE - Program 9200		-	3,691,398	331,152	-	-	969,506
TOTAL AVAILABLE BEGINNING FUND BALANCE & REVENUES LESS TOTAL EXPENDITURES & RESERVES LESS NON-APPROPRIATED RESERVEs		**65,850,449**	**-**	**-**	**-**	**-**	**-**

29	31	41	43	21	65	72	74	
Fair Contributions	Bond Redemption	Building Fund	Capital Reserve	Nutrition Services	Self Insurance	Student Scholarship	Student Activities Agency Fund	TOTAL
-	-	-	-	-	-	-	-	9,696,425
-	-	-	-	-	-	-	-	3,470,711
-	-	-	-	-	-	-	-	3,903,706
-	-	-	-	-	-	-	-	6,266,447
-	-	-	-	-	-	-	-	43,000
-	-	-	-	-	-	-	-	114,120
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**23,494,409**
-	-	-	-	-	-	-	-	4,536,823
-	-	-	-	-	-	-	-	1,804,621
-	-	-	-	-	-	-	-	500,000
-	-	-	-	-	-	-	-	1,333,000
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	23,868
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**8,198,312**
-	-	-	-	-	170,300	-	-	5,613,783
-	-	-	-	-	53,200	-	-	1,786,423
-	-	-	-	-	15,500,000	-	-	18,477,380
-	-	-	-	-	5,000	-	-	9,752,072
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	928,566
-	**-**	**-**	**-**	**-**	**15,728,500**	**-**	**-**	**36,558,224**
-	-	-	-	3,278,227	-	-	-	3,278,227
-	-	-	-	1,277,636	-	-	-	1,277,636
-	-	-	-	160,000	-	-	-	284,000
-	-	-	-	4,733,907	-	-	-	4,733,907
-	-	-	-	75,000	-	-	-	75,000
-	-	-	-	100,000	-	-	-	100,000
-	**-**	**-**	**-**	**9,624,770**	**-**	**-**	**-**	**9,748,770**
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
-	**-**	**-**	**-**	**9,624,770**	**15,728,500**	**-**	**-**	**135,759,842**
-	-	278,500	-	-	-	-	-	278,500
-	-	83,000	-	-	-	-	-	83,000
150,000	-	2,500,000	-	-	-	-	-	2,650,000
-	-	10,000	-	-	-	-	-	10,000
8,295,643	-	3,921,361	7,750,000	-	-	-	-	19,967,004
-	-	10,000	-	-	-	-	-	10,000
8,445,643	**-**	**6,802,861**	**7,750,000**	**-**	**-**	**-**	**-**	**22,998,504**
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	10,000	-	-	-	-	-	-	10,000
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	35,533,477	-	-	-	-	-	-	35,533,477
-	**35,543,477**	**-**	**-**	**-**	**-**	**-**	**-**	**35,543,477**
8,445,643	**35,543,477**	**6,802,861**	**7,750,000**	**9,624,770**	**15,728,500**	**50,450**	**275,356**	**367,420,810**
-	-	-	-	-	-	-	-	5,728,000
-	-	-	-	-	-	-	-	8,591,000
-	-	-	-	-	-	-	-	-
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**14,319,000**
8,445,643	**35,543,477**	**6,802,861**	**7,750,000**	**9,624,770**	**15,728,500**	**50,450**	**275,356**	**381,739,810**
-	49,650,549	-	3,887,330	2,308,928	4,482,876	211,834	-	65,533,573
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**65,850,449**

ST. VRAIN

academic excellence by design

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

RECOMMENDATION

That the Board of Education approve the updated 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

After reviewing the numbers from the County Assessor's Office, the Town of Frederick is revising the URA that was approved by the Board of Education on May 25, 2016. The only change is the legal description, map and impact report; the body of the Agreement did not change. The URA area is now just one section of the original area.

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:_____

ATTEST:

_____,

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

By: _____

ATTEST:

By:_____

Exhibit A
Legal Descriptions of the Area

PARCEL:

L1 EAGLE BUSINESS PARK

RIGHTS-OF-WAY:

ALL PUBLIC RIGHTS-OF-WAY ASSOCIATED WITH 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 B
Impact Report (See Attached Narrative and Spreadsheet)

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 and business light industrial.

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 $5,670. 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 $504,618.56 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: June 22, 2016

TO: Board of Education

FROM: Robert J. Smith, Board President

SUBJECT: Adoption of Resolution and Oath for the Appointment of Designated Election Official

RECOMMENDATION

That the Board of Education adopt a resolution appointing the following designated election official for the coordinated election to be held November 8, 2016:

Greg Fieth

And further authorize Greg Fieth, on behalf of the Board, to enter into an Intergovernmental Agreement with the respective county officials for assistance in conducting the election.

Hillary Hall, Boulder County
Angela Myers, Larimer County
Carly Koppes, Weld County
Jim Candelarie, City and County of Broomfield

BACKGROUND

The Uniform Election Code requires that the Designated Election Official be formally appointed by the Board of Education when a “coordinated election” is facilitated between the responsible parties for the election. Greg Fieth has also signed an “Oath of Designated Election Official” form swearing to perform the duties of Designated Election Official according to law.

A RESOLUTION OF THE BOARD OF EDUCATION OF THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J DESIGNATING A DISTRICT ELECTION OFFICER TO ASSIST IN THE CONDUCT OF A COORDINATED ELECTION ON NOVEMBER 8, 2016

WHEREAS, the St. Vrain Valley School District RE-1J (the "District"), in the Counties of Boulder, Larimer, and Weld and City and County of Broomfield in the State of Colorado, is a Colorado school district duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, if the District determines it is in the public interest to hold an election coordinated by the Counties listed above, a Designated Election Official must be appointed.

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

Mr. Greg Fieth is hereby appointed as the Designated Election Official of the District for purposes of performing acts required or permitted by law or by the intergovernmental agreements with the County Clerks in connection with a coordinated election to be held November 8, 2016.

Adopted this 22nd day of June, 2016

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
Robert J. Smith, Board President

ATTEST:

_____
Debbie Lammers, Board Secretary

OATH OF DESIGNATED ELECTION OFFICIAL

I, _____, do solemnly swear or affirm, that I will perform the duties of designated election official according to law; that I will studiously endeavor to prevent fraud, deceit, and abuse in conducting the same; that I will not try to ascertain how any elector voted, nor will I disclose how any elector voted if in the discharge of my duties as designated election official such knowledge shall come to me, unless called upon to disclose the same before some court of justice; that I have never been convicted of any election fraud, any other election offense or fraud, and that I will not disclose the results of votes until the polls have closed. I will support the Constitution of the United States and the Constitution of the State of Colorado; I will implement the rules established by the Colorado Secretary of State as they pertain to the conduct of this election, and I will faithfully perform the duties of the office of designated election official as steward of the people of this district. I will act in good faith, and without bias, for the duration of my employment as designated election official for the November 8, 2016 coordinated election in and for the St. Vrain Valley School District RE-1J, Boulder, Weld, Larimer Counties and the City and County of Broomfield, State of Colorado, to the best of my skill and ability.

_____
Designated Election Official's Signature

State of Colorado)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2016.

_____
NOTARY SIGNATURE

My commission expires: _____
(SEAL)

OATH OF DESIGNATED ELECTION OFFICIAL

I, Greg Fieth, do solemnly swear or affirm, that I will perform the duties of designated election official according to law; that I will studiously endeavor to prevent fraud, deceit, and abuse in conducting the same; that I will not try to ascertain how any elector voted, nor will I disclose how any elector voted if in the discharge of my duties as designated election official such knowledge shall come to me, unless called upon to disclose the same before some court of justice; that I have never been convicted of any election fraud, any other election offense or fraud, and that I will not disclose the results of votes until the polls have closed. I will support the Constitution of the United States and the Constitution of the State of Colorado; I will implement the rules established by the Colorado Secretary of State as they pertain to the conduct of this election, and I will faithfully perform the duties of the office of designated election official as steward of the people of this district. I will act in good faith, and without bias, for the duration of my employment as designated election official for the November 8, 2016 coordinated election in and for the St. Vrain Valley School District RE-1J, Boulder, Weld, Larimer Counties and the City and County of Broomfield, State of Colorado, to the best of my skill and ability.

Greg Fieth

Designated Election Official's Signature

State of Colorado)
) ss.
County of Boulder)

Subscribed and sworn to before me this 15th day of June, 2016.

Candyce L. Tiff

NOTARY SIGNATURE

My commission expires: 3-5-2017
(SEAL)

CANDYCE L. TIFF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19934001458
MY COMMISSION EXPIRES MARCH 05, 2017

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Notice of Intent to Participate in Election

RECOMMENDATION

That the Board of Education approve participation in the November 8, 2016 coordinated election.

BACKGROUND

At this time, the District's governing board would like to keep the option open for submittal of a ballot issue to the electors of the District. Colorado statutes require the District to notify all affected counties, by July 29, 2016, of possible intent to participate in the November 8, 2016 coordinated election. The attached letter has been prepared by legal counsel, and will be sent to counties pending approval of participation by the Board of Education.

NOTICE OF INTENT TO TAKE PART IN THE
NOVEMBER 8, 2016 COORDINATED ELECTION

__ County Clerk and Recorder
Address

Re: __ District

Dear County Clerk and Recorder:

Please allow this letter to serve as notice pursuant to § 1-7-116(5), C.R.S. of the District's intention to take part in the November 8, 2016 coordinated election in ____ County.

At this time, the District's governing board is considering submittal of a ballot issue to the electors of the District but has not yet reached a final decision. I will notify you on behalf of the District as soon as the Board formally adopts a resolution that would formally submit the matter to the electors.

If submitted, the ballot issue will require a TABOR notice.

Send any election IGA addressed to me as the Designated Election Official for the District. If you have any questions or concerns, please do not hesitate to call.

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Supplemental Budget for Fiscal Year 2016

RECOMMENDATION:

That the Board of Education adopt the Superintendent's Supplemental Budget for the 2016 Fiscal Year.

BACKGROUND INFORMATION:

As the 2015-2016 fiscal year draws to a close, financial services staff prepare an overall estimation of year-end results in an attempt to ensure that the District is in compliance with statute regarding budgets, appropriations and use of beginning fund balances for the current year.

Colorado Revised Statute 22-44-110(5) allows the Board of Education to adopt a supplemental budget subsequent to January 31 to appropriate money received for a specific purpose. Additional revenues were received by the District and are being appropriated for each fund for the fiscal year beginning July 1, 2015 and extending through June 30, 2016.

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

APPROPRIATION RESOLUTION

WHEREAS, C.R.S. § 22-44-103(1) requires the board of education of each school district to adopt a budget and an appropriation resolution for each fiscal year;

WHEREAS, C.R.S. § 22-44-115(1) prohibits the expenditure of moneys in excess of the amount appropriated by resolution for a particular fund; and,

WHEREAS, C.R.S. § 22-44-110(5) allows the board of education to change the budget, for any purpose, at any time prior to January 31 of the fiscal year for which the budget was adopted, and to adopt a supplemental budget subsequent to January 31 to appropriate money received for a specific purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J that the revenues and expenditures as indicated below be appropriated for the fiscal year beginning July 1, 2015 and ending June 30, 2016, and adopts the amended budget related thereto.

Community Education Fund

Revenues received for expanded Community Schools Programs	$ 400,000
Expenditures, including compensation, services, and supplies	$ 400,000

Dated: June 22, 2016

_____
President of the Board

_____
Secretary of the Board

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
COMMUNITY EDUCATION FUND

	Actual 6/30/15	Adopted Budget 6/30/16	Amended Budget 6/30/16	2nd Amended Budget 6/30/16
Revenues				
Investment income	$ 3,195	$ 5,000	$ 5,000	$ 5,000
Charges for services	5,662,654	5,750,000	6,100,000	6,500,000
Total revenues	**5,665,849**	**5,755,000**	**6,105,000**	**6,505,000**
Expenditures				
Instruction	5,779,057	6,550,000	6,250,000	6,650,000
Support	583,794	475,000	620,000	620,000
Capital Outlay	83,480	-	75,000	75,000
Total expenditures	**6,446,331**	**7,025,000**	**6,945,000**	**7,345,000**
Excess (deficiency) of revenues over (under) expenditures	**(780,482)**	**(1,270,000)**	**(840,000)**	**(840,000)**
Other Financing Sources (Uses)				
Transfers in	-	-	-	-
Transfers out	(6,669)	-	-	-
Net change in fund balance	**(787,151)**	**(1,270,000)**	**(840,000)**	**(840,000)**
Fund balance, beginning	3,153,357	1,891,457	2,366,206	2,366,206
Fund balance, ending				
Restricted	2,366,206	621,457	1,526,206	1,526,206
Fund balance, ending	**$ 2,366,206**	**$ 621,457**	**$ 1,526,206**	**$ 1,526,206**

MEMORANDUM

DATE: June 22, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Review of Innovation Land Options

PURPOSE

To provide the Board of Education with information on two potential land options for the proposed Innovation Center.

DISCUSSION

The District has identified two parcels of land suitable for the Innovation Center identified in the proposed 2016 Bond Measure.

The first site, shown on Attachment 1, is located on 10 acres of land and is known as the Sisters Property. Located east of Main Street on Quail Road the property is relatively flat and easily buildable. The site is impacted by an existing oil well as identified on the included site map, however, staff believes a school building placed on the site can effectively be located outside of the 1,000 radius from the well head. Pros and Cons for the site include the following:

Pros

1. District owns the 10 acre site.
2. Adjacent to a future park. School would be placed in a park-like setting.
3. Close to Main Street without the traffic of Main.
4. Flat site, easy to build.
5. Area directors felt this was a nice site for a school.
6. Bus stop just west on Quail.

Cons

1. Need to move utilities and improve Quail Rd. Cost at $600,000.
2. Need to annex the property into Longmont. Presently in Boulder County.
3. Not visible from Main street.

4. Presently students can't walk to local restaurant locations until the housing project to the north of the site is complete.
5. Close to an oil well.

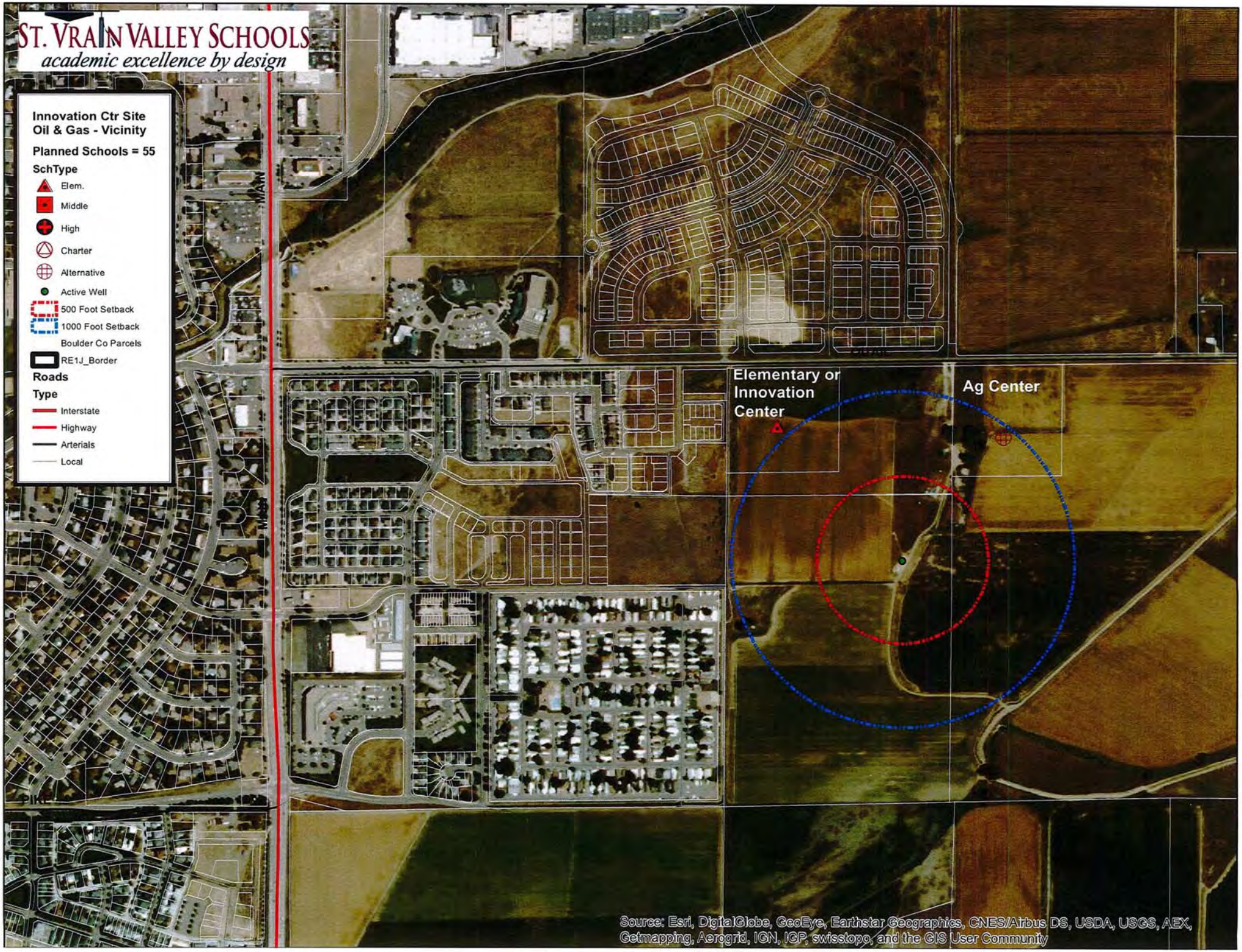
The second site, depicted in Attachment 2, is located south of 119 on Third Street. It is a 13-acre parcel and has utilities and streets completed around the site. Similarly, the site is relatively flat and buildable. Due to the location, the site is more central to the District and easily accessible off of 119. Pros and Cons for the site include:

Pros

1. Flat site easy to build.
2. Utilities at the property line.
3. Visible from 119.
4. More central to the entire District.
5. Within the City limits.
6. Strong connection to roads.

Cons

1. City does not want a non-tax based school on this site.
2. Cost to the District: $3.825m purchase price + road and utility cost already in place $600k to $1m = $4.425m to $4.825m.



Attachment 1 - Sisters

Attachment 2 - 119 and Third Street Site