AGENDA
REGULAR BOARD OF EDUCATION MEETING
August 10, 2017
Fantastic 49 - 6:00 p.m.
Business Meeting – 6:30 p.m.
Education Service Center – Board Room

Fantastic 49
• SeSSI, Southeast Springs Soccer Initiative  
  • Katherine Hochevar, Data & Assessment Analyst  
  • Nathan Pearsall, CDE Commissioner’s Teachers Cabinet

1.00   Call to Order and Roll Call
2.00   Welcome and Pledge of Allegiance
3.00   Approval of Agenda

4.00   Consent Agenda
4.01   Approval of Minutes of Regular Board of Education Meeting 7/13/2017
4.02   Approval of Matters Relating to Administrative Personnel
4.03   Approval of Matters Relating to Professional/Technical Personnel
4.04   Approval of Matters Relating to Licensed Personnel
4.05   Approval of Matters Relating to Educational Support Personnel

5.00   Board Update
5.01   Chief Officer Update
5.02   Student Board of Representatives Update

6.00   Open Forum (3 minute time limit for each speaker)

7.00   Action Items
7.01   Approval of Policy Review
      a. BDFA District Personnel Performance Evaluation Council
      b. EBBB Accident Report
      c. ECAC Vandalism
      d. EG Information Technology Management
      e. GBEB Staff Conduct & Responsibilities
      f. GCEC Posting and Advertising of Professional Vacancies
      g. GCO Evaluation of Licensed Personnel
      h. GCOE Evaluation of Evaluators
      i. GDEA Posting and Advertising of Education Support Staff Vacancies
      j. ICA School Year/School Calendars/Instruction Time
      k. IHAM Health and Family Life/Sex Education
      l. IJ Instructional Resources and Materials
      m. JICJ Use of Electronic Communication Devices
      n. KFD Guest User Policy
7.02   Action on Policy EJ Service Animals (5 minutes)
7.03   Action on Revised Job Description
      a. Grounds Maintenance Supervisor
7.04   Action on Falcon Zone New School Name
7.05   Reauthorization of the Pikes Peak Board of Cooperative Educational Services Contracts
7.06   Appoint Board Representative for Colorado Association of School Boards Delegate Assembly

The Best Choice to Learn, Work and Lead
7.07 Action on Sand Creek Zone Boundary Changes
7.08 Sungard Conversion Update and Modification (10 minutes)
7.09 Approval of Intergovernmental Agreement for November Election
7.10 Items Removed from Consent Agenda

8.00 Information Items
8.01 Process Improvement Update
   a. EG-R Information Technology Management
   b. GBE-R Staff Conduct & Responsibilities
   c. GCBA-R Instructional Staff Contracts/Compensation/Salary Schedules
   d. ICA-R School Year/School Calendars/Instruction Time
   e. IHAM-R Health and Family Life/Sex Education
   f. IJ-R, IJ-E-1, IJ-E-2 Instructional Resources and Materials
   g. JS-E Student Use of the Internet and Electronic Communications

9.00 Discussions Items
9.01 Operations Performance Update
   a. Nutrition Services (10 minutes)
9.02 Facility Change Process Presentation (10 minutes)
9.03 2016 3B Projects Update (10 minutes)
9.04 Review of Job Titles & Compensation Structure, Professional Technical Position Focus (10 minutes)
9.05 District Resolutions for Colorado Association of School Boards (10 minutes)

10.00 Other Business
11.00 Adjournment

DATE OF POSTING: August 3, 2017

_________________________________
Donna Richer
Executive Assistant to the Board of Education
### BOARD OF EDUCATION AGENDA ITEM 4.01

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
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<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Donna Richer, Executive Assistant to the BOE</td>
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<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Approval of Minutes of Regular Board of Education Meeting 7/13/2017</td>
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<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Consent - Action</td>
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**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Board approval required prior to posting minutes.

**RATIONALE:** Board of Education directors shall review minutes of meetings to ensure accuracy.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Minutes of the meetings will be posted on the district website after board approval.

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

<table>
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**FUNDING REQUIRED:** N/A  
**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the consent agenda, including the minutes from the July 13th regular board of education meeting.

**APPROVED BY:** Tammy Harold, Board Secretary  
**DATE:** July 28, 2017
**BOARD OF EDUCATION AGENDA ITEM 4.02**

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<td>TITLE OF AGENDA ITEM:</td>
<td>Approval of Matters Relating to Administrative Personnel</td>
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**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are included in this roster.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its’ function of hiring and other associated personnel activities that impact student achievement.

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**FUNDING REQUIRED:** Yes  
**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer; Brett Ridgway, Chief Business Officer  
**DATE:** July 28, 2017
BOARD OF EDUCATION AGENDA ITEM 4.03

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FUNDING REQUIRED: Yes

AMOUNT BUDGETED: In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer; Brett Ridgway, Chief Business Officer

DATE: July 28, 2017
**BOARD OF EDUCATION AGENDA ITEM 4.04**

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<td>TITLE OF AGENDA ITEM:</td>
<td>Approval of Matters Relating to Licensed Personnel</td>
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**FUNDING REQUIRED:** Yes  
**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer  
**DATE:** July 28, 2017
BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for personnel changes

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FUNDING REQUIRED: Yes  
AMOUNT BUDGETED: In accordance with Board of Education approved salary tables.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the attached personnel changes as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer  
DATE: July 28, 2017
BOARD OF EDUCATION AGENDA ITEM 7.01

BOARD MEETING OF: August 10, 2017
PREPARED BY: D. Richer, Executive Assistant to the BOE
TITLE OF AGENDA ITEM: Policy and Procedure Review
ACTION/INFORMATION/DISCUSSION: Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Ongoing review of Board policies to ensure compliance with current laws and regulations and to ensure policies align with practices that best serve the district.

RATIONALE: Board policies are routinely reviewed to ensure that they are current and reflect applicable federal and/or state regulations as well as the needs and processes of the districts.

RELEVANT DATA AND EXPECTED OUTCOMES:

<table>
<thead>
<tr>
<th>No.</th>
<th>Designation</th>
<th>Title</th>
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<tbody>
<tr>
<td>7.01a</td>
<td>BDFA</td>
<td>District Personnel Performance Evaluation Council</td>
<td>A. Whetstine, P. Andersen</td>
<td>Periodic review; minor revisions</td>
</tr>
<tr>
<td>7.01b</td>
<td>EBBB</td>
<td>Accident Reports</td>
<td>J. Pietraalio, S. Hathaway</td>
<td>Regular approval process after emergency approval to meet new legislative implications</td>
</tr>
<tr>
<td>7.01c</td>
<td>ECAC</td>
<td>Vandalism</td>
<td>D. Watson</td>
<td>Recommend repeal per CASB Special Policy update to meet new legislative implications</td>
</tr>
<tr>
<td>7.01d</td>
<td>EG</td>
<td>Information Technology Management</td>
<td>D. DeJesus, A. Whetstine</td>
<td>Periodic review; minor revisions</td>
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<td>7.01e</td>
<td>GBEF</td>
<td>Staff Conduct &amp; Responsibilities</td>
<td>P. Andersen</td>
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<td>7.01f</td>
<td>GCEC</td>
<td>Posting and Advertising of Professional Vacancies</td>
<td>P. Andersen</td>
<td>Recommend repeal; procedural matters for which policy is not needed</td>
</tr>
<tr>
<td>7.01g</td>
<td>GCO</td>
<td>Evaluation of Licensed Personnel</td>
<td>P. Andersen, A. Whetstine</td>
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<td>GCOE</td>
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<td>7.01k</td>
<td>IHAM</td>
<td>Health and Family Life/Sex Education</td>
<td>A. Whetstine</td>
<td>Reviewed; no revisions</td>
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<tr>
<td>7.01l</td>
<td>IJ</td>
<td>Instructional Resources and Materials</td>
<td>A. Whetstine</td>
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<td>7.01m</td>
<td>JICJ</td>
<td>Use of Electronic Communication Devices</td>
<td>D. DeJesus, A. Whetstine</td>
<td>Updated to reflect current practice</td>
</tr>
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BOE Regular Meeting August 10, 2017
Item 7.01 continued

| 7.01n | KFD | Guest User Policy | D. DeJesus A. Whetstine | Periodic review; minor revisions |

**IMPACTS ON THE DISTRICT’S STRATEGIC PRIORITIES—THE BIG ROCKS:**

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FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After a first reading at the prior board meeting, I move to approve the 14 policies in item 7.01 as recommended by the administration.

REVIEWED BY: Chief Officers

DATE: July 28, 2017
The Board of Education shall appoint, pursuant to state law, an advisory district licensed personnel performance evaluation council which shall, at a minimum, consist of one teacher, one administrator, one principal, one parent, and one person who does not have a child in school.

The council may be composed of any other school district committee having membership as defined above. The council shall consult with the Board as to the fairness, effectiveness, credibility and professional quality of the licensed personnel performance evaluation system and its processes and procedures and shall conduct a continuous evaluation of the system.

As part of its ongoing review, the District personnel performance evaluation council shall seek evidence that the evaluators are implementing the process in a fair, professional, and credible manner and shall report its finding and recommendations to the Board.

- Adopted: February 27, 1986
- Revised: September 3, 1998
- Revised: March 11, 2010
- Revised: March 13, 2014
- Revised: August 10, 2017

LEGAL REFS:
- C.R.S. 22-9-107 (licensed personnel performance evaluation council)

CROSS REFS:
- CBI, Evaluation of Chief Education Officer
- GCO, Evaluation of Instructional Staff
Adequate and prompt accident reporting is essential. If injuries or property damage occur, prompt reports also are vital in assuring the district staff, students and others of insurance coverage.

The Board requires that an accident report be filed on every accident that takes place on district property or that involves a district vehicle, students or staff on school-sponsored trips or activities, including staff members on authorized district business trips. Such reports are required whether or not there is any apparent evidence of injuries or damage to property. District staff must file an appropriate worker's compensation form.

- Current practice codified 1980
- Adopted: date of manual adoption
- Revised: March 4, 1999
- Revised: October 3, 2002
- Revised: March 11, 2010
- Revised: January 10, 2013
- Reviewed: November 10, 2016
- Revised: June 28, 2017
- Revised: August 10, 2017
Vandalism is defined as the malicious defacement or destruction of private or public property. This includes the knowing and unauthorized use, alteration, damage, or destruction of any computer, computer system, software, program or computerized data.

It is the intent of the Board of Education to seek damages, as permitted by law, from students who vandalize school property and/or the students’ parents or guardians.

The school system’s buildings and grounds are built and maintained with taxes levied on the community's taxpayers, and all damage caused must be paid for in the same way. Therefore, every citizen of the district, students, and members of the police department are urged by the Board to cooperate in reporting any incidents of vandalism to property belonging to the district and the name of the person or persons believed to be responsible. Each employee of the district shall report to the principal of the school every incident of vandalism known to him and, if known, the names of those responsible. The Principal or designee shall report the incident to the Facilities Department at the Education Service Center.

The Chief Education Officer, Chief Business Officer, Chief Operations Officer, Zone Innovation Leaders, the Principal, or their approved designees are authorized to sign a criminal complaint against persons suspected of vandalism against district property.

Students who willfully or maliciously destroy district property through vandalism or arson or who create a hazard to the safety of other people on district property may be referred to law enforcement authorities. Students who are caught vandalizing district property may be suspended and/or expelled.

- Adopted: November 3, 1977
- Revised: March 4, 1999
- Revised: July 12, 2001
- Revised: May 13, 2010
- Revised: June 30, 2014
- Revised: January 10, 2013
- Reviewed: December 15, 2016

LEGAL REFS:
- C.R.S. 13-21-107
- C.R.S. 19-3-113
- C.R.S. 19-3-117

CROSS REFS:
- GBGB, Staff Personal Security and Safety
- JKD/JKE, Suspension/Expulsion of Students
Information technology has become critical to the achievement of goals in both the educational and administrative functions of the District. In order to maximize the effectiveness of information technology and ensure its close alignment with the requirements of educational and administrative processes of the District, information technology must be closely and properly managed. This policy provides guidance and defines responsibilities in the management of information technology within the District.

**Information Technology Architecture**

The Executive Officer of Education Services Technology Quality Assurance Manager, or designee, in conjunction with the Innovation Leaders shall define and publish information technology architecture and define a set of standards for various classes of IT equipment and software that seeks to maximize the potential of information technology for the District within anticipated constraints. The Executive Officer of Education Services Technology Quality Assurance Manager or designee will regularly update the architecture and standards to stay current with rapidly changing technology trends.

**District Core Information Technology**

The Executive Officer of Education Services Technology Quality Assurance Manager, or designee shall make recommendations to the Chief Education Officer as to what equipment and software should comprise the core set of information technology. Inclusion of IT equipment and software in the core set of information technology is dependent upon sufficient funding being allocated by the Administration and approved by the Board of Education.

**Supplemental Information Technology**

Schools, departments, or programs that have needs beyond the capabilities the core technology set provides are highly encouraged to supplement the core technology set with IT equipment and software that addresses those requirements. In order to ensure this supplemental technology operates effectively with the overall District IT architecture and the core technology set, all supplemental technology must adhere to District standards. Schools, departments, and programs must also plan and budget for maintaining this supplemental technology throughout its useful life and replacing it when it becomes obsolete.

**Purchasing Process of Information Technology**

In order to facilitate the enforcement of this policy, the Administration will structure the purchase requisition process such that all requests for the purchase of IT equipment and software are routed through the Executive Officer of Education Services Technology Quality Assurance Manager, or a designee, for endorsement prior to approval. The Executive Officer of Education Services Technology Quality Assurance Manager, or a designee, shall take appropriate steps to ensure the suitability, interoperability, and supportability of the requested items in light of the District IT architecture and applicable District IT standards prior to endorsing the purchase requisition.

- Adopted: May 28, 2008
- Revised: November 17, 2010
- Revised: January 10, 2013
- Revised: August 10, 2017
CROSS REFS:
- GBEE, Staff Use of Internet and Electronic Communications
- JS, Student Use of Internet and Electronic Communications
- DJB-R, Purchasing Procedures
All staff members shall have a responsibility to make themselves familiar with and abide by federal and state laws as these affect their work, and the policies and regulations of the district. As representatives of the district and role models for students, all staff shall demonstrate and uphold high professional, ethical and moral standards.

**Professional boundaries**
Staff members shall conduct themselves in a manner that is consistent with the educational mission of the district and shall maintain professional boundaries with students at all times in accordance with this policy’s accompanying regulation. Interactions between staff members must be based on mutual respect and any disputes will be resolved in a professional manner.

A staff member may request an advisory opinion from the secretary of state concerning issues relating to conduct that is proscribed by state law.

**Rules of conduct**
Each staff member shall observe rules of conduct established in law, which specify that a school employee shall not:

1. Disclose or use confidential information acquired in the course of employment to substantially further personal financial interest.
2. Accept any gift of substantial value or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position, or which the staff member knows or should know is primarily for the purpose of a reward for action taken in which the staff member exercised discretionary authority.
3. Engage in a financial transaction for private business purposes with a person whom the staff member supervises.
4. Perform any action in which the staff member has a discretionary authority, which directly and substantially confers an economic benefit on a business or other undertaking in which the staff member has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

It is permissible for an employee, in his/her capacity as an employee, to receive:

1. An occasional non-pecuniary gift which is insignificant in value.
3. Payment or reimbursement for actual and necessary expenditures for travel, and subsistence (within the limitations of Board policy) for attendance at a convention, school function, or other meeting at which his/her attendance has been approved by an immediate supervisor.
4. Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is not extraordinary when viewed in light of the position.
5. Items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.
6. Payment for speeches, debates, or other public events reported as honorariums.
It shall not be considered a breach of conduct for a staff member to:

1. Use school facilities and equipment to communicate or correspond with constituents, family members, or business associates on an occasional basis, except that long distance personal calls must be placed using a personal credit card or phone card. – EDITED FROM REGULATION GEBB-R-2.
2. Accept or receive a benefit as an indirect consequence of transacting district business.

**Felony/misdemeanor convictions**

If, subsequent to beginning employment with the district, the district has good cause to believe that any staff member has been convicted of, or pled nolo contendere to, or received a deferred or suspended sentence for any felony or misdemeanor other than a misdemeanor traffic offense or infraction, the district shall make inquiries to the Department of Education for purposes of screening the employee.

In addition, the district shall require the employee to submit a complete set of fingerprints taken by a qualified district employee or a qualified law enforcement agency. Fingerprinted must be submitted within 20 school days after receipt of written notification. The fingerprints shall be forwarded to the Colorado Bureau of Investigation (CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.

Disciplinary action, which could include dismissal from employment, may be taken against personnel if the results of fingerprint processing provide relevant information. Non-licensed employees shall be terminated if the results of the fingerprint-based criminal history record check disclose a conviction for certain felonies, as provided in law.

Employees shall not be charged fees for processing fingerprints under the above-mentioned circumstances.

**Child abuse**

All District employees who have reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must immediately upon receiving such information report such fact in accordance with policy JLF and state law.

The Chief Education Officer or designate is authorized to conduct an internal investigation or to take any other necessary steps if information is received from a county department of social services or a law enforcement agency that a suspected child abuse perpetrator is a school district employee. Such information shall remain confidential except that the Chief Education Officer shall, as required by law, notify the Colorado Department of Education of the child abuse investigation.

**Unlawful behavior involving children**

The district may make an inquiry with the Department of Education concerning whether any current employee of the district has been convicted of, pled nolo contendere to, or received a deferred or suspended sentence or deferred prosecution for a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children. Disciplinary action, including termination, may be taken if the inquiry discloses information relevant to the employee’s fitness for employment.

**Personnel addressing health care treatment for behavior issues**

School personnel are prohibited under state law from recommending or requiring the use of psychotropic drugs for students. They are also prohibited from testing or requiring testing for a student’s behavior without giving notice to the parent/guardian describing the recommended testing and how any test results will be used and
obtaining prior written permission from the student or from the student’s parent/guardian. See policy JLDAC. School personnel are encouraged to discuss concerns about a student’s behavior with the parent/guardian and such discussions may include a suggestion that the parent/guardian speak with an appropriate health care professional regarding any behavior concerns school personnel may have.

**Possession of deadly weapons**
The provisions of the policy regarding public possession of deadly weapons on school property or in school buildings shall apply to district employees. However, the restrictions shall not apply to employees who are required to carry or use deadly weapons in order to perform their necessary duties and functions.

**Disciplinary action**
Violations of this policy may result in disciplinary action up to and including recommendation for dismissal, in accordance with Board policies regarding discipline, suspension and dismissal.

Violations involving sexual or other abuse will also be referred to the Department of Human Services and/or law enforcement in accordance with the Board policy JLF – Reporting Child Abuse/Child Protection.

The district will report violations to the Colorado Department of Education as required by statute and in accordance with Board policy.

- Adopted: April 4, 1994
- Reviewed: May 11, 2000
- Revised: January 11, 2001
- Revised: March 8, 2002 *(Minor grammatical correction; Board action not required.)*
- Revised: November 11, 2010
- Revised: August 11, 2011
- Revised: July 27, 2012
- Revised: July 10, 2014
- Revised: June 28, 2017
- Revised: August 10, 2017

**LEGAL REFS:**
- C.R.S. 18-12-105.5 *(unlawful carrying/possession of weapons on school grounds)*
- C.R.S. 18-12-214(3)(b) *(school security officers may carry concealed handgun pursuant to valid permit)*
- C.R.S. 19-3-308(5.7) *(child abuse reporting)*
- C.R.S. 22-32-109(1)(ee) *(duty to adopt policy prohibiting personnel from recommending certain drugs for students or ordering behavior tests without parent permission)*
- C.R.S. 22-32-109.1(8) *(policy requiring inquiries upon good cause to department of education for purpose of ongoing screening of employees)*
- C.R.S. 22-32-109.7 *(duty to make inquiries prior to hiring)*
- C.R.S. 22-32-109.8(6) *(requirement to terminate non-licensed employees for certain felony offenses)*
- C.R.S. 22-32-109.9 *(licensed personnel-submittal of fingerprints)*
- C.R.S. 22-32-110(1)(k) *(power to adopt conduct rules)*
- C.R.S. 24-18-104 *(government employee rules of conduct)*
- C.R.S. 24-18-109 *(Local government employee rules of conduct)*
• C.R.S. 24-18-110 (*voluntary disclosure*)

CROSS REFS:
• JLC, Student Health Services and Records
• JLDAC, Screening/Testing of Students
• JLF, Reporting Child Abuse/Child Protection
• KFA, Public Conduct on School Property
Vacancies occur when a position established by the Board of Education is not currently filled by a licensed employee. Vacancies occur when a new position is created or when a licensed employee vacates a continuing position.

Vacancies shall be advertised as follows:

1. From August 1 through the current school year, licensed vacancies shall be filled by an “Intent Not to Renew” (INR) contract.

2. For the following school year:
   a. Postings shall indicate the position, requirements, and the closing date for submitting applications to the Human Resource Department.
   b. Vacancies shall be posted online at www.d49.org under “Career Opportunities.” All applicants must apply on-line and have a complete application to be considered for a position. Paper applications are not accepted.
   c. Prior to July 15, licensed employees shall have ten (10) working days from the date of an external posting to apply for the opening.
   d. After July 15 and before August 1, licensed employees shall have five working days to apply for the opening.
   e. When a vacancy occurs due to a granted leave request, the building administration may request an INR contract.

Adopted: April 21, 1977
Revised to conform with practice: date of manual adoption
Revised: April 18, 1991
Revised: August 6, 1992
Reviewed: May 11, 2000
Revised: August 28, 2001
Revised: October 7, 2010

CROSS REFS:
GCKA, Instructional Staff Assignments and Transfers
Title | Evaluation of Licensed Personnel
--- | ---
Designation | GCO
Office/Custodian | Business and Education/Director of Human Resources and Executive Director of Learning Services

The Board of Education recognizes that sound appraisal of licensed staff performance is critical in achieving the educational goals of the district.

This policy shall be considered part of the district’s licensed personnel performance evaluation system. The District’s licensed personnel evaluation system shall be developed and implemented in accordance with state law. The Board shall consult with district and zone administrators, teachers, parents and the district-licensed personnel performance evaluation council in developing and evaluating the District’s evaluation system.

The purposes of the District-licensed personnel evaluation system shall be to serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure the professional growth and development and the level of effectiveness of licensed personnel. The District-licensed personnel performance evaluation system shall also serve as the measurement of effective performance and documentation for dismissal for unsatisfactory performance pursuant to state law, if applicable. For purposes of this policy and the District’s licensed personnel performance evaluation system, “unsatisfactory performance” shall be defined as a performance rating of “ineffective” or “partially effective”.

The District shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Nothing in this policy shall be construed to imply the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by Colorado law, Board policy or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to or prevent the Board from modifying an employee's contract status, employment status or assignment under the terms of the employment contract and state law. The content of the evaluation, the rating given and any improvement plan shall not be grievable under the District’s formal grievance process.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law. Any dismissal or other employment action shall be in accordance with Colorado law and Board policy.

- Adopted: March 13, 2014
- Revised: August 10, 2017

LEGAL REFS:
- C.R.S. 22-9-101 et seq. (Licensed Personnel Performance Evaluation Act)
• C.R.S. 22-63-301 (grounds for dismissal)
• CCR 301-87 (State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel)

CROSS REFS:
• BDFA, District Personnel Performance Evaluation Council
• GCOE, Evaluation of Evaluators
• GCQF, Discipline, Suspension and Dismissal of Professional Staff
• IK, Academic Achievement
Title | Evaluation of Evaluators  
---|---  
Designation | GCOE  
Office/Custodian | Business and Education/Director of Human Resources and Executive Director of Learning Services

Provision shall be made for periodic evaluation of evaluators of professional staff to ensure that the total process is being carried out in a fair, professional, and credible manner.

All persons who evaluate licensed personnel shall possess a principal or administrative license issued by the Colorado Department of Education. Issuance or renewal of license requires that the applicant has received education and training in evaluation skills approved by the Colorado Department of Education.

A licensed principal or administrator may designate an individual to perform evaluations of licensed personnel, provided such designee shall have received education and training in evaluation skills approved by the Colorado Department of Education.

To ensure that evaluators comply with state law and the District’s evaluation system, evaluation instruments for all licensed personnel shall include a section dealing with their evaluation skills and responsibilities. The Chief Education Officer or other supervisor of the evaluator shall review and sign each evaluation report prepared and when necessary shall discuss with them procedure and form with the evaluator.

The Chief Education Officer’s evaluation skills shall be part of the evaluation by the Board of Education.

As part of its ongoing review, the District personnel performance evaluation council shall seek evidence that evaluators are implementing the process in a fair, professional, and credible manner and shall report its finding and recommendations to the Board.

- Adopted: December 9, 2010
- Revised: August 11, 2011
- Revised: August 10, 2017

LEGAL REF:
- C.R.S.22-9-101 et seq. *(Licensed Personnel Performance Evaluation Act)*

CROSS REF:
- BDFA, District Personnel Performance Evaluation Council
Title: Posting and Advertising of Education Support Staff Vacancies

Designation: GDEA

Office/Custodian: Business/Director of Human Resources

Vacancies occur when a position established by the Board of Education is not currently filled, when a new position is created or when a support employee vacates an existing position.

The Human Resources Office shall post and date notices of all support staff vacancies in the online application system. All notices shall be posted for a period of at least (ten) 10 working days. Exceptions may be approved by the Chief Education Officer, Chief Business Officer or Chief Operation Officer.

All postings shall indicate the position, qualifications, and closing date for submitting applications to the Human Resources Office.

- Adopted: April 21, 1977
- Revised: August 17, 1978
- Revised: April 18, 1994
- Revised to conform with practice: date of manual revision
- Reviewed: May 11, 2000
- Revised: January 13, 2011
- Revised: November 10, 2011
- Revised: January 10, 2013

CROSS-REFS:
- GDJ, Support Staff Assignments and Transfers
Prior to the end of the school year, preferably by the February regular meeting, the Board of Education shall adopt a calendar for the following school year. The calendar shall specify the days during which district schools shall be in session, the days on which the district will close in observation of federal holidays, and the dates of major breaks.

The calendar shall provide for sufficient days to meet the contact hours required by Colorado statute, including a reasonable buffer to account for weather or other emergency delays or closures. The calendar and bell schedules shall calculate student contact time based on the Board’s definition of “actively engaged in the educational process.” The calendar shall include a sufficient number of days to allow the Chief Education Officer and Zone Leaders flexibility in supporting the district’s strategic priorities, including how best to address the needs of all students to enable them to meet or exceed state and District content standards.

Based on the expressed preferences of our parents, staff, and other community stakeholders, the calendar shall conform as nearly as possible to the following parameters:

- The first day of school for students shall be in early August, but not before August 1.
- The calendar shall include a two-week fall break commencing on the second Monday in October.
- The calendar shall include a scheduled school day on Veterans Day. District 49 does not cancel school on Veterans Day—instead, our schools observe and recognize the sacrifices and contributions of our veterans through programs and focus lessons at school.
- The calendar shall include a full week break for students and teachers during Thanksgiving week.
- The calendar shall include a Christmas break of at least two full weeks.
- The calendar shall include a two-week spring break, typically beginning the second or third Monday in March—preferably coordinated with colleges and other local districts.
- Graduations for our comprehensive high schools shall be scheduled on the Saturday before Memorial Day.
- The school year shall end before Memorial Day.
- When possible, professional development days shall be scheduled before Monday holidays to create a four-day break for students and families.
- The calendar shall include professional development as full-day sessions—avoiding the practice of half-day schedules.
- High schools may continue to offer short-day schedules via late start or early release to accommodate teacher professional planning.
- The calendar shall maintain a nominal teacher contract of 182 days, with appropriate and necessary adjustments to work calendars for Educational Support Personnel and other staff.

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<tr>
<th>Title</th>
<th>Designation</th>
<th>Office/Custodian</th>
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<tbody>
<tr>
<td>School Year/School Calendar/Instruction Time</td>
<td>ICA</td>
<td>Education/Executive Director of Learning Services and CEO</td>
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• Revised: September 4, 2003
• Revised: February 11, 2010
• Revised: September 8, 2011
• Revised: February 11, 2016
• Reviewed: June 28, 2017
• Revised: August 10, 2017

LEGAL REFS:
• C.R.S. 22-1-112 (School year and national holidays)
• C.R.S. 22-32-109 (1)(n) (duty to determine school year and instruction hours)
• C.R.S. 22-33-102 (1) (definitions of academic year)
• C.R.S. 22-33-104 (1) (compulsory attendance law)
• C.R.S. 22-44-115.5 (fiscal emergency)
• 1 CCR 301-39, Rules 2254-R-2.06 (school year and instruction hours; definition of contact/instruction time)

CROSS REFS:
• EBCE, School Closings and Cancellations
Health and Family Life/Sex Education

The Board believes a comprehensive health education program is an integral part of each student's education. The health education program should emphasize the functioning and proper care of the human body and encourage the development of lifelong, positive health habits. In addition, it should inform students about potential physical and mental health hazards they are likely to encounter in various life situations and help them make sound, intelligent decisions when they are confronted with choices that could affect their health or that of others.

The Board further believes that the district’s comprehensive health education program should provide information about family life and sex education. While parents have the prime responsibility to assist their children in developing moral values, the district should support and supplement these efforts by offering students factual information and opportunities to discuss the moral and practical concerns, issues and attitudes inherent in family life and sexual behavior.

The district shall teach about family life and sex education in regular courses on anatomy, physiology, science, health, consumer and family studies. If a separate family life or sex education program is developed, it shall not be required. Any curriculum that includes instruction on human sexuality shall be in accordance with applicable law and the district’s academic standards.

In addition to the requirements listed below, the Board’s policies and regulations concerning the approval of new curriculum and instructional materials shall apply to any comprehensive health education courses offered by the district:

1. The basic curriculum and instructional materials to be used in the district’s comprehensive health education program shall be available for inspection by the public during school hours. A forum to receive comments from the public concerning the basic curriculum and instructional materials used in the district’s health education program shall be scheduled prior to Board adoption.

2. In accordance with applicable state law, students’ parents/guardians shall be notified in writing prior to the student’s involvement in the health education course. The notice to parents/guardians shall include a detailed, substantive outline of the topics and materials to be presented.

3. The notice shall also inform students’ parents/guardians that they may exempt their child, upon written request, from a specific portion or portions of the instruction on the grounds that it is contrary to religious beliefs and teachings or closely held personal beliefs of the student or the student’s parent/guardian. If the request for the exemption is from a specific portion of the curriculum that concerns human sexuality, no reason must be given by the parent/guardian when requesting the exemption.

4. Students shall be provided with alternate educational assignments or activities for credit corresponding to that portion of the planned curriculum from which they are exempt.

• Adopted: November 3, 1977
• Revised: To conform with practice: date of manual revision
• Revised: September 2, 1999
• Revised: July 10, 2003
• Revised: September 2, 2004
• Reviewed: February 24, 2010
• Revised: July 10, 2014
• Reviewed: August 10, 2017

LEGAL REFS:
• 20 U.S.C. 7906 (prohibition against the use of Title I Funds to operate a program of contraception in the schools contained in the No Child Left Behind Act of 2001)
• C.R.S. 22-1-128 (education regarding human sexuality)
• C.R.S. 22-25-105 (Colorado Comprehensive Health Education Program)
• C.R.S. 22-25-106 (4) (district must provide exemption procedure)
• C.R.S. 22-25-110 (2) (operation of other health education programs)

CROSS REFS:
• IG, Curriculum Development
• JLC, Student Health Services and Requirements, and subcodes
As the governing body of the school district, the Board is legally responsible for the selection of instructional materials. Since the Board is a policymaking body, it delegates to the District’s professional personnel the authority for the selection of instructional and library materials in accordance with this policy.

Instructional materials for school classrooms and school libraries shall be selected by the appropriate professional personnel in consultation with the administration, teachers and students. Final decision on purchase shall rest with the Chief Education Officer or designee, subject to approval by the Board. All instructional resources and materials shall be aligned with the District’s academic standards and support the District’s educational objectives.

All textbooks, library materials and other instructional resources and materials shall be available for inspection by students’ parents/guardians.

- Adopted: November 3, 1977
- Revised: July 21, 1983
- Revised: October 1, 1991
- Revised to conform with practice: date of manual revision
- Revised: September 2, 1999
- Revised: May 13, 2010
- Revised: October 27, 2011
- Revised: July 10, 2014
- Reviewed: August 10, 2017

LEGAL REFS:
- C.R.S. 22-32-109 (1)(t) (Board duty to determine educational programs and prescribe textbooks)
- C.R.S. 22-32-110 (1)(r) (Board power to exclude immoral or pernicious materials and books)
- C.R.S. 22-54-105 (1) (budgeting for instructional supplies and materials)

CROSS REFS:
- DB, Annual Budget, and subcodes
- IMB, Teaching about Controversial/Sensitive Issues
- KEC, Public Concerns/Complaints about Instructional Resources
The Board of Education recognizes the value of electronic communication devices. Personal technology devices may be useful tools for students in the educational environment and can play a vital communication role during emergency situations. However, indiscriminate use of personal technology devices in school situations must be regulated to assure that the use of such devices does not disrupt or interfere with the educational process or school operations. Therefore, students may only use personal technology devices on district property, on a district vehicle or at a district or school-sponsored activity or event in accordance with this policy. Personal technology devices are allowed only during passing periods, lunch periods and during emergencies. For the purposes of this policy, “emergency” shall mean an actual or imminent threat to public health or safety, which may result in loss of life, injury or property damage.

For purposes of this policy, “personal technology device” (PTD) includes any privately-owned portable technology device, including but not limited to cell phones, pagers, tablets, laptops, cameras, audio and/or video recorders and players, and all other hand-held electronic communication and data storage devices.

Students who knowingly use an electronic communication device on school grounds or on school buses, at school-sponsored activities, and/or on field trips in a manner which constitutes an interference with school purposes or an educational function or use an electronic communication device in a manner that is profane, indecent, or obscene or constitutes an invasion of privacy, will be subject to disciplinary action, which could include suspension and/or expulsion from school. In addition, a Principal or other administrator may also refer the matter to law enforcement as appropriate.

Students may use PTDs as a designated tool for learning if authorized by the student’s teacher. It is the student’s responsibility to ensure that the PTD is turned off or placed in silent mode during unauthorized times.

Student use of PTDs with cameras and/or video recording capabilities is prohibited in locker rooms, bathrooms or any other location where such use could violate another person’s reasonable expectation of privacy.

Students shall not use PTDs to engage in, promote, or facilitate any other conduct that violates the student code of conduct, other Board policies or regulations, or state or federal law.

Violation of this policy may result in disciplinary measures and/or temporarily confiscation of the PTD. Electronic communication devices are considered personal effects in a student’s possession and District 49, El Paso County, Colorado
thereby are subject to Board Policy governing searches of such items. Administrators may search
PTDselectronic communications devices if they have a reasonable suspicion that school rules or Board policies
may have been violated, and the search will yield evidence that the student has violated these rules or policies.
If the building principal or designee believes a student’s possession or use of a PTD may involve a violation of
the law, the building principal or designee may also refer the matter to law enforcement.

Confiscated PTDselectronic communication devices shall be returned to the student only after a conference with the parent/guardian,
student and school personnel or parent/guardian only. The district shall not be responsible for loss, theft or
destruction of PTDselectronic communication devices brought onto district property.

- Adopted: October 3, 2002
- Revised: October 7, 2004
- Revised: July 8, 2010
- Revision: June 30, 2011
- Revised: September 12, 2013
- Revised: August 10, 2017

LEGAL REFS:
- C.R.S. 16-22-102(9) (unlawful sexual behavior)
- C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of discipline code)
- C.R.S. 22-32-109.1 (2)(a)(I)(E) (policy required as part of conduct and discipline code)
- C.R.S. 22-33-1 05 (suspension, expulsion, and denial of admission)
- C.R.S. 22-33-106 (grounds for suspension, expulsion, and denial of admission)
- C.R.S. 18-7-109 (posting, possession or exchange of a private image by a juvenile)

CROSS REFS:
- JIC and subcodes, Student Conduct
- JIH Student Interviews, Interrogations and Searches
- JK and subcodes, Student Discipline
- JS Student Use of the Internet and Electronic Communications
### General Information

Internet connectivity has become a mandatory service in our schools. Like other school districts, we must provide safe, regulated access for all devices to make use of the expanding number of resources available to our students and staff. We are also willing to provide access to district guests who may access our network as a parent, community member or in some other capacity. Providing guest internet (including wireless) access to our students, staff, and other visitors can help improve communication, collaboration, critical thinking and problem solving skills.

The district network is the property of the district and guest access is a privilege. The district assumes no liability for any damage or malfunction that may occur while or after using the guest network. In addition, the guest network is unsupported—meaning that we will not provide technical assistance to help users connect to or otherwise use our guest network other than SSID information, the district will not provide support for any hardware or software incompatibilities on the guest device. To keep our network safe we will regulate our guest access. Our desire to ensure smooth operation of our network relies upon users adhering to specific protocols and limitations. In order to be granted access to the district’s network, a user must agree to the provisions of the district's policies and regulations governing network use—which are typically documented in a network user agreement (NUA). In general, the NUA require guests to agree to use our network in ways that are efficient, ethical, and legal. If a user violates the NUA, or other relevant regulations, procedures or guidelines, the district may revoke access to the network and may take other legal or disciplinary action. If necessary, the district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district network. Attempts to degrade or disrupt system performance will be viewed as violations of district policy and the NUA.

The guest network will be limited to bandwidth and connectivity resources that are not essential to district operations. Only Board members, staff members, and students enrolled in the district will be granted access to the district’s primary, non-guest user network. District administrators may make occasional exceptions to include individuals in the employ of other agencies who are routinely on duty at a school site and who provide direct services to district students and/or teachers or guests who are involved in an educational activity at a district function. An appropriate zone leader or central office administrator must approve the exception prior to activation. In nearly all cases, procedures for access to the district network will be managed and maintained by district technology services.

Unless otherwise indicated by Human Resources, compliance with the NUA is a condition of employment Falcon School district 49.

**Guests who accept the terms of the NUA will:**

- Use the district network in support of educational and administrative objectives and in a way that is consistent with the mission and curriculum of Falcon School district 49.
- Abide by local, state, and federal laws such as, but not limited to, the Copyright Law, licensing laws, privacy laws, and district policies and regulations, as well as district and school-based guidelines.
- Abide by the acceptable use agreement referenced in BOE policy.
- Be responsible for maintaining confidentiality of passwords and protecting accounts from misuse.
• Ensure electronic communication sent from any non-district account will meet district requirements for acceptable use.
• Access network systems only when permitted by the owner of the account or with prior administrator authorization.
• Access the district network only through district-approved resources and/or services.
• Remain responsible for any physical or virtual damage done to the Falcon School district network, software, data, user accounts, hardware and for any unauthorized costs.

Users will not:
• Use the wireless guest network to create or expand the network—granting access to other users.
• Use the district wireless guest network to harass any person on the basis of race, color, sex, religion, national origin, age, disability, or any other basis. (district policies and regulations prohibiting harassment apply to the use of the district wireless guest network.)
• Use the district wireless guest network to access, process, generate, or distribute pornographic or obscene material, inappropriate text or graphic files, files which may be harmful to themselves and others, or files dangerous to the integrity of the Falcon School district network.
• Attempt to circumvent security measures or filters.
• Load, install, redistribute or access software on district assets without permission from district Technology Services (i.e., open source, unlicensed, or illegal).
• Install hardware into the network that is not owned and licensed by the district.
• Use the district network for private financial gain, commercial advertising, or solicitation purposes.
• Use the district network to solicit, proselytize, advocate or communicate the views of any non-school sponsored organization, or to raise or solicit funds for any non-school related or non-school sponsored entity or organization, whether for profit or non-profit.
• Use the district network to establish any non-approved website.
• Perform an act that plagiarizes the work of another without express consent.
• Participate in any form of slander.
• Pretend to be someone else when sending/receiving electronic communications.
• Reveal personal information such as addresses or phone numbers of the user or others.
• Use the district network in such a way that would disrupt the use of the district network by other users.
• Send frivolous or excessive messages and images.
• Create, send, or forward chain letters or any other message type that causes district network congestion or interferes with the delivery of electronic communication to others.
• Send electronic communication to anyone who asks you not to.
• Forge or attempt to forge electronic messages.
• Attempt to read, delete, copy, or modify the electronic communication of other system users or interfere with the ability of other system users to send/receive electronic communication.
• Download attachments into the district system that do not meet these responsible use guidelines.
• Host unofficial and unauthorized resources represented as district websites.

Additional Conditions
• The district reserves the right to access, retrieve, print, read, disclose to third parties or otherwise monitor (i) all messages (including personal messages) sent or received through its electronic communications system; (ii) all sites visited and files downloaded on the Internet; and (iii) all other uses of the district network.
• Reasons for which the district or others authorized by it may access such information include, but are not limited to: (i) to provide for the safety and security of minors; (ii) to determine whether a violation of this policy or other district policies has occurred; (iii) to investigate and repair a failure or error in the network system; or (iv) to obtain information requested by a third party in litigation or in response to a
government investigation.

- Messages sent over the district network (including personal messages) and other uses of the district network should not be considered private or confidential.
- Use of the district network constitutes consent to access by the district or others authorized by it to electronic messages sent and received, to sites visited on and files downloaded from the Internet and to all other uses of the district network.
- Electronic communication sent or received by the Board, district employees or students, including electronic communications on district-owned equipment, as well as other documents generated through use of the district network, may be considered a public record subject to disclosure or inspection under the Colorado Open Records Act.

**Teachers monitoring student use of network shall:**

- Review with students the district network policies, regulations, and responsible use guidelines, to include Internet safety information, guidelines for appropriate online behavior including use of social networks, and cyberbullying awareness and response, as well as applicable acceptable use agreements.
- Report to appropriate district personnel any inappropriate materials that are found to be accessible.
- Report to appropriate district personnel inappropriate behavior. Report any attempt to harm or destroy any district equipment or materials, data of another user of the district system, or any other networks.
- Prohibit and report any harm or destruction that is the result of negligence to any district equipment or materials, the data of another user of the district system, or any other networks.

- **Adopted:** October 10, 2013
- **Revised:** August 10, 2017

**LEGAL REFS:**

- C.R.S. 16-22-102(9) *(unlawful sexual behavior)*
- C.R.S. 22-32-109.1 (2)(a) *(adoption and enforcement of discipline code)*
- C.R.S. 22-32-109.1 (2)(a)(I)(E) *(policy required as part of conduct and discipline code)*
- C.R.S. 22-33-105 *(suspension, expulsion, and denial of admission)*
- C.R.S. 22-33-106 *(grounds for suspension, expulsion, and denial of admission)*

**CROSS REFS:**

- JIC and subcodes, Student Conduct
- JIH, Student Interviews, Interrogations and Searches
- JK and subcodes, Student Discipline
BOARD OF EDUCATION AGENDA ITEM 7.02

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<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Nancy Lemmond, PhD – Executive Director of Individualized Education</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Policy EJ – Service Animals Update</td>
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<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Approval</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION, DESCRIPTION OF NEED: An OCR investigation found policy EJ to be in partial non-compliance. Removing items 5 and 6 under “Admission of Service Animals” results in the policy being compliant according to OCR’s Letter of Findings.

RATIONALE: Individualized Education in conjunction with District 49’s vision and mission strives to be in compliance for all policies.

RELEVANT DATA AND EXPECTED OUTCOMES: Removal of the 2 items will result in a compliant Service Animal policy.

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

<table>
<thead>
<tr>
<th>Culture</th>
<th>Inner Ring—How we treat each other</th>
<th>Outer Ring—How we treat our work</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Policy corrections indicates our desire to be the best choice to learn, work, and lead</td>
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</tr>
<tr>
<td>Rock #1</td>
<td>Establish enduring trust throughout our community</td>
<td></td>
</tr>
<tr>
<td>Rock #2</td>
<td>Research, design and implement programs for intentional community participation</td>
<td></td>
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<tr>
<td>Rock #3</td>
<td>Grow a robust portfolio of distinct and exceptional schools</td>
<td></td>
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<tr>
<td>Rock #4</td>
<td>Build firm foundations of knowledge, skills and experience so all learners can thrive</td>
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</tr>
<tr>
<td>Rock #5</td>
<td>Customize our educational systems to launch each student toward success</td>
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</tbody>
</table>

Strategy

FUNDING REQUIRED: N/A AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the recommended revisions to policy EJ on an emergency basis to address a compliancy issue.

APPROVED BY: Peter Hilts, Chief Education Officer DATE: August 2, 2017
Service Animals

District 49, El Paso County, Colorado

 Definitions

1. "Service Animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Except as provided by law, other species of animals, whether wild or domestic, trained or untrained, are not service animals for purposes of this definition.

The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to:

   a) Assisting individuals who are blind or have low vision with navigation and other tasks
   b) Alerting individuals who are deaf or hard of hearing to the presence of people or sounds
   c) Providing non-violent protection or rescue work
   d) Pulling a wheelchair
   e) Assisting an individual during a seizure
   f) Retrieving items such as medicine or the telephone, providing physical support and assisting with balance and stability to individuals with mobility disabilities
   g) Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

2. "Service animal-in-training" means a dog that is being trained as a service animal.

3. In accordance with state law, "Trainer of a Service Animal" means a person who is qualified to train dogs to serve as service animals.

4. "Direct threat" means a significant risk to the health and safety of others that cannot be eliminated by a modification of policies, practices or procedures. In determining whether an individual poses a "direct threat" to the health or safety of others, DISTRICT 49 will make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

Admission of Service Animals

In accordance with law, individuals with disabilities, including students, employees and visitors, may be accompanied by service animals in District 49 facilities and vehicles, on District 49’s grounds and at District 49 functions. A student with a disability or employee with a disability may submit a request to be accompanied by a service animal to school or work. However, there is no automatic right to be accompanied by a service animal.
animal in any District 49 facility or vehicle, on District 49 grounds or at District 49 functions. We have established the following procedures for evaluating whether and how a request to bring a service animal on school property can be implemented on a case-by-case basis.

1. All requests for an individual with a disability to be accompanied by a service animal on District 49 school property must be addressed in writing to the appropriate school principal. This written request must be delivered to the principal’s office at least 10 business days prior to bringing the service animal to school or to school functions.

2. Service animal handlers, including District 49 parents or guardians, must comply with safety and security requirements required by District 49 to include completed background check and fingerprinting card prior to first interaction in school setting. If someone other than the student is the animal handler on a routine and recurrent basis, they shall pay the expense to the police station for fingerprinting at the time of finger printing and the cost for the background check to be paid to District 49 at the time of initiating the background check.

3. Owners of a service dog used in District 49 facilities on a routine and recurring basis are asked to voluntarily provide annual proof of the following vaccinations: DHLPPC (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, and Coronavirus), Bordetella, and Rabies.

4. It is recommended that all service animals at District 49 be spayed or neutered.

5. All service animals must be treated for and kept free of fleas and ticks.

6. All service animals must be kept clean and groomed to avoid shedding and dander and not have an offensive odor.

Admission of Service Animals-in-Training

In accordance with state law, a trainer of a service animal may be accompanied by a service animal that the trainer is in the process of training in District 49 facilities and vehicles, on District 49 grounds and at District 49 functions. However, there is no automatic right to be accompanied by a service animal-in-training in such facilities and vehicles, on such grounds or at such functions.

504 Plans and Individualized Education Plans

If a student has either a 504 plan or an Individualized Education Program ("IEP"), the service animal may be included in the 504 plan or IEP under the following conditions:

1. In the case of a 504 plan, if use of a service animal is necessary to avoid discrimination on the basis of a disability, to enable the student to participate in or benefit from the District 49 services, programs or activities (except as otherwise provided by this policy or by applicable law) or to provide the student with a free, appropriate, public education ("FAPE") as defined by section 504; and

2. In the case of an IEP, if use of a service animal or other animal is required for the student to receive FAPE as defined by the Individuals with Disabilities Education Act (2004).

A student with a service animal who does not have a 504 plan may request that such a plan be developed. A student with a disability may be accompanied by a service animal regardless of whether the service animal is written into a 504 plan or IEP, subject to any conditions or limitations established by this policy or by applicable law.

Inquiries
Before a service animal will be allowed in a District 49 facility or vehicle, on District 49 grounds or at District 49 functions, the owner or handler of the animal, to the extent it is not readily apparent, may be asked questions regarding the following:

1. Whether the animal is required because of a disability; and
2. The type of work or task the animal has been trained to perform.

**Care and Supervision of Service Animal**

The owner/handler of a service animal may be solely responsible for:

1. Supervision and care of the animal, including any feeding, exercising, walking to relieve, clean up and stain removal; and
2. Except as provided below, harnessing, leashing or tethering the animal.

District 49 may not be responsible for the care and supervision of a service animal.

**Identification of Service Animal**

It is recommended that a service animal wear a harness, saddle bag or vest which identifies him/her as a service animal. A service animal must always be on a harness, leash or other tether unless either the handler is unable because of a disability to use a harness, leash or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

**Reasonable Accommodation / Facilities, Vehicles, Grounds and Functions**

In accordance with law, District 49 shall strive to make reasonable accommodations so that its facilities, vehicles, grounds and functions are accessible for an individual with a disability who is accompanied by a service animal.

**Exclusion of Service Animal**

District 49 may exclude a service animal from District 49 facilities, vehicles, grounds or functions under the following circumstances:

1. The animal is out of control, and the animal's handler does not take effective action to control it;
2. The animal is not housebroken;
3. The animal poses a direct threat to the health or safety of others; or
4. For any other reason permitted by law.

If District 49 excludes a service animal, District 49 shall provide the individual with a disability the opportunity to participate in the service, program or activity without the service animal on the premises.

**Access to Areas**

Individuals with disabilities may be accompanied by their service animals in all areas of District 49's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

**Conflicting Disabilities**
Individuals with disabilities that are adversely impacted by service animals should contact the building principal/administrator. Such individuals will be asked to provide documentation that identifies their disabilities and their need for accommodations. The building principal/administrator shall strive to facilitate a process to resolve the conflict that considers the conflicting needs/accommodations of the individuals involved.

Liability

The owner or the handler of a service animal or a service animal-in-training is liable for any and all damages to property or injuries to persons caused by the service animal or service animal-in-training. The owner or the handler of a service animal or a service animal-in-training must also indemnify, defend and hold harmless District 49 from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage or injury caused by the service animal or service animal-in-training.

- Adopted: September 8, 2016
- Revised: August 10, 2017

LEGAL REFS:

- 34 C.F.R. part 300 (Individuals with Disabilities Education Act (2004))
- 29 U.S.C. § 794
- 34 C.F.R. part 104 (Section 504 of Rehabilitation Act of 1973)
- 28 C.F.R. §§ 35.104, 35.136 (Americans with Disabilities Act)
- C.R.S. § 22-36-101 (Public Schools of Choice)
- C.R.S. § 24-34-803 (Rights of Persons with Assistance Dogs)
BOARD OF EDUCATION AGENDA ITEM 7.03

BOARD MEETING OF: August 10, 2017
PREPARED BY: C.J. Jilek, Co-Director of Facilities
TITLE OF AGENDA ITEM: Revised Job Description: Grounds Maintenance Supervisor
ACTION/INFORMATION/DISCUSSION: Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED:
Based on the recommendations from the Human Resources Department we would like to move the current hourly Grounds Foreman position to a Professional Technical Range 2 salaried position.

RATIONALE:
This move would align the management pay structure more appropriately due to the amount of oversight the School District’s Grounds require.

RELEVANT DATA AND EXPECTED OUTCOMES:

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

<table>
<thead>
<tr>
<th>Culture</th>
<th>Impact</th>
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<tbody>
<tr>
<td>Inner Ring</td>
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<td>Rock #5</td>
<td>Customize our educational systems to launch each student toward success</td>
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</table>

FUNDING REQUIRED: Currently allocated in our staffing budget.

AMOUNT BUDGETED: $63,310.00 including benefits

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After discussion at the previous board meeting, I move to approve the revisions to the Grounds Maintenance Supervisor job description.

APPROVED BY: Brett Ridgway, Chief Business Officer
DATE: July 28, 2017
To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**POSITION SUMMARY:** The Grounds Maintenance Supervisor is responsible for performs maintenance and supervisory work in the planning, organizing, coordinating, and directing of all activities of a multiple landscaping and grounds maintenance unit. The Grounds Maintenance Supervisor provides Responsible for giving direction to crew leaders who have crews reporting to them and Position is responsible for beginning to end completion of landscaping projects and maintenance while also overseeing related work as directed.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**
The following statements of essential functions and responsibilities are intended to describe the general nature and level of work being performed by individuals assigned to this position. These statements are not intended to be an exhaustive list of all duties and responsibilities required of all personnel within this position. Actual duties and responsibilities may vary depending on building assignment and other factors.

- Prioritizes and coordinates project specifications required per job site; supervises and delegates tasks including work orders to personnel under charge.
- Processes paper work and writes reports as needed.
- Receives and critically reviews facilities and property maintenance and repair work orders, preliminary plans, and proposals to determine feasibility/ advisability.
- Discusses property maintenance and repair projects with requesting schools, private contractors (when applicable), and district supervisory and managerial officials.
- Continually prioritizes work schedule and then shifts assets and/or equipment to meet the demands of unexpected situations.
- Inspects status/progress of on-going projects or any relevant special concerns.
- Interacts with private consultants and contractors, as needed and inspects and monitors contractual work for compliance with plans and specifications.
- Ensures adherence to prescribed pesticide and herbicide application schedules and established district policies.

Related Organization Chart

**Director of Facilities**

**Grounds Maintenance Foreman Supervisor**

**Grounds Technicians**
To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Establishes a functional mowing schedule, both natural and turf, which works effectively with stripping, aeration, fertilization, and athletic schedules.
- Monitors vehicles and equipment to ensure that the proper maintenance and/or repairs are reported and then corrected.
- Provides training for the safe operation of vehicles and/or equipment.
- Coordinates and assigns the sweeping, striping, seal coat, overlay, and crack repair of the asphalt parking lots.
- Coordinates the repair and/or replacement of concrete sidewalks, curbing, and drain pans.
- Prioritizes, coordinates, and supervises a variety of schedules involving grounds maintenance (e.g., field marking, fertilization, aeration, top dressing, overseeding, and sports schedules).
- Assigns inspections and maintenance on playgrounds structures and surface material to remain in compliance with state and local code application.
- Performs weather related maintenance on district property to provide safe access to school property during inclement weather. (Snow removal, site reports, sanding or chemical melt application and sweeping)
- Monitors school sites to determine when the snow removal process needs to take place. Communicating the start times and priorities of snow removal with the crews.
- Provides training to employees on how to operate snow removal equipment in a safe and efficient manner. This is accomplished through instructional videos and hands on training.
- Conducts routine reviews with Facilities Administration in charge.
- Performs annual evaluations on all grounds maintenance technicians which fall under this category, including a review of those evaluations with the Facilities Administration in charge.
- Responds to after hour emergencies and remedies the situation/concern.
- Other duties as assigned.

Supervision & Technical Responsibilities: Directly supervises all grounds maintenance employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include planning, assigning, and directing work; and appraising performance.

Budget Responsibility: This position has no direct budget responsibility.

QUALIFICATIONS
The requirements listed below are representative of the education, experience, knowledge, skills, and/or abilities required for this position.

Education & Training:
- High School Diploma or GED required
- Vocational/technical training in equipment, irrigation systems and design and maintenance; or an equivalent combination of education, training, and experience that provides the required knowledge, skills and abilities to perform the essential job functions.
- Back Flow Protection Assembly tester certification, and Playground Certified Inspector within three months of employment.

Experience:
- Over 5 years of progressively skilled experience in property maintenance work
- Demonstrating leadership qualities and ability to fulfill the physical and dexterity requirement of the work, as applicable to the assigned maintenance area (i.e. grounds maintenance, pavement maintenance, athletic turf maintenance); vocational/technical training in equipment, irrigation systems and design and
To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge Skills & Abilities:

- Excellent oral and written communication and interpersonal relation skills. Ability to perform, track, and provide the current status of multiple simultaneous tasks. Ability to keep sensitive information confidential.

Certificates, Licenses, & Registrations:

- Criminal background check required for hire.
- Back Flow Protection Assembly tester certification required within three months of employment.
- Playground Certified Inspector certification required within three months of employment.
- Valid Driver’s License required.
- Criminal background check required for hire.

OTHER WORK FACTORS
The physical demands, work environment factors and mental functions described herein are representative of those that employee must meet to successfully perform the essential functions of this job.

Physical Demands:  While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to walk, sit, and use hands to finger, handle, and feel. The employee is occasionally required to stand, stoop, kneel, crouch, crawl, and lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

Work Environment:  While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts; high places; fumes or airborne particles; outdoor weather conditions; extreme cold; extreme heat; risk of electrical shock vibration. The noise level in the work environment is usually moderate to high.

Mental Functions:  While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts; high places; fumes or airborne particles; outdoor weather conditions; extreme cold; extreme heat; risk of electrical shock vibration. The noise level in the work environment is usually moderate to high.
**BOARD OF EDUCATION AGENDA ITEM 7.04**

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
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<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Sue Holmes, Falcon Zone Leader</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Falcon Zone New School Name</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Action</td>
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**BACKGROUND INFORMATION, DESCRIPTION OF NEED:**
Falcon Zone PTA groups, staff, and community members were asked to submit ideas for a name for the new Elementary School. The Falcon Zone Coalition then met to discuss each of the suggestions and submit 5 or 6 back to the community via a survey to determine what names resonated most. This data will be shared with the board in hopes that a new name can be determined during the August Board Meeting. By the August Board meeting, we will also have data supporting what students would like to see for the new mascot and school colors based on the community recommendations.

**RATIONALE:**
The survey feedback will assist the board with voting on the name of the building during the August board meeting.

**RELEVANT DATA AND EXPECTED OUTCOMES:**
Building name(s) that most resonate with the community will be highlighted.

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

| Inner Ring—How we treat each other | Respect: We respect our community’s input  
<table>
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<tbody>
<tr>
<td></td>
<td>Trust: Being transparent and gaining stakeholder feedback builds trust in the Falcon Zone and within District</td>
</tr>
</tbody>
</table>
| Outer Ring—How we treat our work | Gaining feedback and will grow trust in the Falcon Zone  
| Rock #1—Establish enduring trust throughout our community | The survey was solely designed to gain community feedback that would support the board decision  
| Rock #2—Research, design and implement programs for intentional community participation | Naming the new school on our innovative K-8 campus definitely will add to our portfolio of schools  
| Rock #3—Grow a robust portfolio of distinct and exceptional schools | Rock #4—Build firm foundations of knowledge, skills and experience so all learners can thrive  
| Rock #5—Customize our educational systems to launch each student toward success | |

**FUNDING REQUIRED:**
None

**AMOUNT BUDGETED:**
None

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:**
I move to approve the recommended school name so from the groundbreaking onward, this construction project can be called by the actual school name. This will build “brand” identity and ownership of the school throughout the Falcon Zone.

**APPROVED BY:**
Peter Hilts, Chief Education Officer  
**DATE:**
July 28, 2017
New Falcon Zone Elementary School
Name, Mascot, and Colors

Sue Holmes, Falcon Zone Leader
Brian Smith, Executive Principal
Firebird Nation Campus

August 10, 2017
Our Charge

• Bring back the best school name for the Falcon Zone community

• Bring back top mascot

• Bring back school colors
Digging Deeper

• Continued to look at survey feedback

• Took concerns seriously

• Went back to the Falcon Zone Coalition

• Gained feedback from Falcon Zone elementary students
Responding to Concerns

**Concern**

- Bennett Ranch Elementary School too close to Banning Lewis Ranch Academy

**Responses**

- Falcon Zone Coalition has no anticipation of confusion between BRES and BLRA
- Matt Meister analyzed from a marketing perspective and doesn’t see branding conflict
- Banning Lewis is reimagining and marketing as BLA...
Banning Lewis Academy
<table>
<thead>
<tr>
<th>Concern</th>
<th>Response</th>
</tr>
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<tbody>
<tr>
<td>• Bennett Ranch would be named after person (not a precedent in D49)</td>
<td>• Bennett Ranch would honor the land upon which Falcon Zone sits</td>
</tr>
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<td></td>
<td>• The richness of the history of the land would be preserved and honored by the name, not a specific family member</td>
</tr>
</tbody>
</table>
Responding to Concerns Cont.

**Concern**
- Can’t always name schools after rural “stuff”

**Response**
- Falcon Zone Coalition loves the historic value of the name Bennett Ranch Elementary
- Bennett Ranch is not a rural item that may lose its identity or seem dated such as Wagon Wheel or Stagecoach
Responding to Concerns Cont.

<table>
<thead>
<tr>
<th>Concern</th>
<th>Response</th>
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<tr>
<td>• Cowboys as a mascot is too gender specific</td>
<td>• Eliminated cowboys as a potential mascot</td>
</tr>
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</table>
Elementary Survey Data

- Mascot: split between Bulls and Eagles
- Colors: Black, Gold, and Silver
- Since Skyview currently carries Eagles as a mascot, it would be better for the new school to have a unique mascot
Zone Community and Student Recommendation
QUESTIONS & COMMENTS
BOARD OF EDUCATION AGENDA ITEM 7.05

BOARD MEETING OF: August 10, 2017
PREPARED BY: Kathlynn Jackson, Director of Special Education
TITLE OF AGENDA ITEM: Pikes Peak BOCES Annual Contract
ACTION/INFORMATION/DISCUSSION: Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The Pikes Peak Board of Cooperative Educational Services (BOCES) is utilized by Falcon School District 49 for providing a number of mandated special education services. These services are delineated in three contracts: 1) the first contract is for a student slot ($42,500/year) in the COLA program. This program primarily serves lower cognitive students that are also autistic; 2) the second contract is for a student in the Pathways program ($29,050/student/year) providing day treatment for students with behavioral and emotional disabilities. This contract states that the agreement will terminate if/when the IEP team determines he may need a different placement including returning to a District 49 school; and 3) the third contract relates to Visually Impaired program, Deaf/Hard of Hearing, Speech-Language Pathology and Administrative costs.

RATIONALE: These are federally (IDEIA) and state (ECEA) required Special Education services. The Pathways Program and COLA Program services are for out-of-district placements requiring more intensive intervention. Contracting these services through the Pikes Peak BOCES is more cost effective than contracting the services through other agencies.


IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

<table>
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<th>Culture</th>
<th>Outer Ring—How we treat our work</th>
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<tr>
<td>Rock #1—Establish enduring trust throughout our community</td>
<td>Reduced Itinerant Contract due to providing Deaf/Hard of Hearing and Audiology services by District Staff, implementation of the District PEAK program, which mirrors Pathways, COLA and Liberty and brings the program into the District, as well as the need for Speech-Language Pathologists through contracted agencies. This reduces Transportation costs.</td>
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<tr>
<th>Strategy</th>
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<tbody>
<tr>
<td>Rock #2—Research, design and implement programs for intentional community participation</td>
<td></td>
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<tr>
<td>Rock #3—Grow a robust portfolio of distinct and exceptional schools</td>
<td>Supports Best District in a manner that shows our commitment to meet the needs of all students and leverage additional program support.</td>
</tr>
<tr>
<td>Rock #4—Build firm foundations of knowledge, skills and experience so all learners can thrive</td>
<td>Supports portfolio of schools for students with high needs and still maintaining service commitment and high level of support.</td>
</tr>
<tr>
<td>Rock #5—Customize our educational systems to launch each student toward success</td>
<td>Focus on the individual needs of the student to excel academically, behaviorally, and socially.</td>
</tr>
</tbody>
</table>
FUNDING REQUIRED: $412,832

AMOUNT BUDGETED: $412,832

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the Pikes Peak Annual BOCES contracts in item 7.05 as recommended by the administration.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: Aug 1, 2017
PIKES PEAK BOARD OF COOPERATIVE EDUCATIONAL SERVICES

CONTRACT

THIS AGREEMENT made this 30TH day of June, 2017 by and between the
Pikes Peak Board of Cooperative Educational Services, herein referred to as the party of the
first part, and Falcon School District #49 herein referred to (or parties) of the second part for
the period July 1, 2017, through June 30, 2018.

WITNESSETH, that whereas the party (or parties) of the second part desire to
contract with the Pikes Peak Board of Cooperative Educational Services for the performance
of certain services and they have been authorized by law to enter into this agreement under
Title 22, Section 5, 1973 CRS as amended.

NOW, THEREFORE, the service to be covered by this contract and furnished by
the Pikes Peak Board of Cooperative Educational Services shall be as outlined in the
Cooperative Special Education Program and PPBOCES Program Summary.

IN CONSIDERATION of the above services, the party (or parties) of the second
part agree to pay to the party of the first part:

UP TO AND NOT to exceed the amount estimated as direct cost on the attached
summary unless revisions are negotiated and agreed to by both parties during the contract.
Total amount of contract shall be $341,282.00. However, it is mutually agreed
that both parties of contract must first agree to any changes in program cost and that these
changes must be annotated on an addendum to this original contract and signed by both
parties prior to becoming an adjustment to the contract. The increase or decrease, as
determined by these adjustments, shall determine the actual total contract amount.

IN WITNESS WHEREOF, the parties have set their hands the day and year
above written.

President        District #49 Board of Education   Date        Address

Secretary        District #49 Board of Education   Date        Address

FOR THE PIKES PEAK BOARD OF COOPERATIVE EDUCATIONAL SERVICES

President        Secretary
BOCES             BOCES

Date
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<tbody>
<tr>
<td>Administration</td>
<td>23,000</td>
<td>23,000</td>
<td></td>
</tr>
<tr>
<td>D/HH Program</td>
<td>299,748</td>
<td>256,483</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.0</td>
<td></td>
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<tr>
<td></td>
<td>0.105</td>
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<td>Vision Impaired</td>
<td>17,878</td>
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<tr>
<td>Teacher</td>
<td></td>
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<tr>
<td>O &amp; M</td>
<td>0.25</td>
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<tr>
<td>Speech</td>
<td>1.0</td>
<td>0.6</td>
<td>61,799</td>
</tr>
<tr>
<td>Total</td>
<td>$425,546</td>
<td></td>
<td>$341,282</td>
</tr>
</tbody>
</table>
CONTRACT FOR SPECIAL EDUCATION SERVICES
FOR ENROLLMENT BETWEEN

FALCON SCHOOL DISTRICT #49 (hereafter referred to as “District”)
AND
PPBOCES School of Excellence/PATHWAYS Program, (hereafter referred to as “Provider”), located at the Pikes Peak BOCES School of Excellence, 2883 South Circle, Colorado Springs, CO 80906

For daily enrollment at Pikes Peak Pathways Program during the 2017-2018 school year.

The term of this contract is between August, 1, 2017 and June 30, 2018
(Start Date) (End date)

1. Annual rate per student is $29,050.00. The District will be billed at a monthly rate of $2,905.00 per student the months of August 2017 thru May 2018 for the 2017-2018 school year. Billing begins when the student is enrolled and ends when student is disenrolled. Referrals after the start of the school year will be billed at $175.00 per day for the first partial month of enrollment. Subsequent months will be billed at the monthly rate.

2. The Provider will:

a. Send the District prior written notice for IEP reviews, annual reviews, and other meetings.
b. Follow the District’s IEP or develop a new IEP with the District invited to participate in IEP team meetings to develop a new one.
c. Send copies of the current IEP and reports/assessments to the District within thirty (30) days and upon District request.
d. Make no amendments to IEPs without notification to the District.
e. Provide monthly attendance reports, and quarterly grade and progress reports, to the District.
f. Allow the District access to the SOE and the student’s educational records to facilitate the District’s oversight of the student’s program.
g. Implement the IEP in good faith.
h. Provide special education, speech and language, school mental health, and occupational therapy services to students per the IEP. Additional services (services from deaf/hard of hearing teacher, services from teacher of the visually impaired, physical therapy, interpreting services, orientation and mobility services, gifted education, and services to address needs of second language learners) will be negotiated outside of this contract.
i. Provide a policy or policies of comprehensive general liability insurance. Limits of liability are not less than $200,000 per person and $2,000,000 per occurrence. Proof of such insurance will be provided to the District upon request.

j. Reimburse the District for any additional funds (e.g., DHS) received by the Provider for the District’s specific students unless such funds are to provide services identified in paragraph 2 h. above.

k. Issue final billing for this contract and any other contract executed pursuant to paragraph 2 h. above covering the regular school year prior to June 15.

l. If a legal challenge is made regarding the student’s educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The Provider will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District’s student.

m. Designate as the Provider contact person, the Principal of the PPBOCES School of Excellence, who may be reached by telephone at (719)635-6333.

3. The District will:
   a. Retain the right to preview the Provider’s educational and/or financial records relating to this agreement, or to the student.
   b. Retain the right to review all IEPs and request meetings when necessary.
   c. Collaborate with Provider to set up and complete triennial meetings.
   d. Make good faith efforts to attend staffings and IEP meetings. If a District representative cannot attend, he/she may request a staffing be rescheduled at a mutually agreeable time, delegate District representation to a member of the staffing team, or request a conference call be set up. If the District does not attend, the District will abide by the IEP team’s decision unless or until another IEP meeting can be convened.
   e. Designate an individual in the District to receive attendance and other student reports.
   f. Retain the obligation as the student’s Administrative Unit of Residence to ensure that the student’s IEP and enrollment in the School of Excellence offer the student a free appropriate public education in the least restrictive environment.
   g. If a legal challenge is made regarding the student’s educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The District will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District’s student.
   h. Provide immediate notice to the Provider of any potential legal claim that may implicate the Provider.
   i. Pay within 30 days invoices for educational services and/or full program costs as specified above.
j. Resolve, including through disenrollment, attendance and absence related difficulties after seven (7) consecutive school day absences or as determined by the IEP team.

**PROVIDER**

PPBQCES Executive Director

______ Date ______

**DISTRICT**

District Authorized Signature

______ Date ______
CONTRACT FOR SPECIAL EDUCATION SERVICES
PURSUANT TO C.R.S. § 22-20-109(1)(a) FOR SLOTS BETWEEN

Falcon School District 49 (hereafter referred to as “District”)

AND

PPB OCES School of Excellence/COLA Program (hereafter referred to as “Provider”)

For Special Education Services

at the Pikes Peak BOCES School of Excellence,
2883 South Circle, Colorado Springs, CO 80906

For service slots at COLA Program during the 2017-2018 school year.

1. The term of this contract is between August 1, 2017 and June 30, 2018,
   ensuring the minimum number of school days approved by the Colorado Department
   of Education.

2. Falcon School District 49 will be contracted for 1 slot for the 2017-2018 school year
   at a cost of $42,500.00 each.

3. The District will be billed $42,500.00 for the 2017-2018 school year for
   these slots, payable in 12 monthly payments of $3,541.66 from July 2017 through
   June 2018.

   a. The District may refer special education students to fill the slots at any time.
   b. The District may refer additional students after the District’s slots are filled. The time
      frame for admission of these additional students may be impacted by slot availability. If
      additional students are referred (beyond the number of purchased slots) and accepted, the
      District will be billed for those students at the daily rate of $272.00. If a District
      slot becomes available due to a District student moving out of the program, Provider will
      then use that slot for billing purposes as identified in paragraph 3 above, rather than
      charging the District at the above daily rate.
   c. There will not be an end-of-year refund for unused slots.
   d. The cost adjustment for additional referrals will be applied monthly at the daily rate.

4. The Provider will:
   a. Send the District prior written notice for IEP reviews, annual reviews, and other
      meetings.
b. Follow the District’s IEP or develop a new IEP with the District invited to participate in IEP team meetings to develop a new one.

c. Send copies of the current IEP and reports/assessments to the District within thirty (30) days and upon District request.

d. Make no amendments to IEPs without notification to the District.

e. Provide monthly attendance reports, and quarterly grade and progress reports, to the District.

f. Allow the District access to the SOE and the student’s educational records to facilitate the District’s oversight of the student’s program.

g. Implement the IEP in good faith.

h. Provide special education, speech and language, school mental health, and occupational therapy services to students per the IEP. Additional services (services from deaf/hard of hearing teacher, services from teacher of the visually impaired, physical therapy, interpreting services, orientation and mobility services, gifted education, and services to address needs of second language learners) will be negotiated outside of this contract.

i. Provide a policy or policies of comprehensive general liability insurance. Limits of liability are not less than $200,000 per person and $2,000,000 per occurrence. Proof of such insurance will be provided to the District upon request.

j. Reimburse the District for any additional funds (e.g., DIIS) received by the Provider for the District’s specific students unless such funds are to provide services identified in paragraph 4 h. above.

k. Issue final billing for this contract and any other contract executed pursuant to paragraph 4 h. above covering the regular school year prior to June 15.

l. If a legal challenge is made regarding the student’s educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The Provider will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District’s student.

m. Designate as the Provider contact person, the Principal of the PPBOCES School of Excellence, who may be reached by telephone at (719)635-6333.

5. The District will:

a. Retain the right to preview the Provider’s educational and/or financial records relating to this agreement, or to the student.

b. Retain the right to review all IEPs and request meetings when necessary.

c. Collaborate with Provider to set up and complete triennial meetings.

d. Make good faith efforts to attend staffings and IEP meetings. If a District representative cannot attend, he/she may request a staffing be rescheduled at a mutually agreeable time, delegate District representation to a member of the staffing team, or request a conference call be set up. If the District does not attend, the District will abide by the IEP team’s decision unless or until another IEP meeting can be convened.

e. Designate an individual in the District to receive attendance and other student reports.

f. Retain the obligation as the student’s Administrative Unit of Residence to ensure that the student’s IEP and enrollment in the School of Excellence offer the student a free appropriate public education in the least restrictive environment.

g. If a legal challenge is made regarding the student’s educational (including special education services), the Provider and District mutually agree to immediately
notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The District will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District’s student.

h. Provide immediate notice to the Provider of any potential legal claim that may implicate the Provider.

i. Pay within 30 days invoices for educational services and/or full program costs as specified above.

j. Resolve, including through disenrollment, attendance and absence related difficulties after seven (7) consecutive school day absences or as determined by the IEP team.

PROVIDER

[Signature]

PPB OCES Executive Director

7-7-17

Date

DISTRICT

[Signature]

District Authorized Signature

8-2-2017

Date
# BOARD OF EDUCATION AGENDA ITEM 7.06

**BOARD MEETING OF:** August 10, 2017  
**PREPARED BY:** Donna Richer, BOE Executive Assistant  
**TITLE OF AGENDA ITEM:** Appoint Board Representative for Colorado Association of School Boards Delegate Assembly  
**ACTION/INFORMATION/DISCUSSION:** Action  

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Colorado Association of School Boards (CASB) resolutions represent philosophy and belief statements that are core to the work of local school boards.

**RATIONALE:** Appointing a Board Representative to serve as a Delegate at the September Delegate Assembly ensures that the district takes an active role in helping to determine the issues on which CASB should proactively lobby for legislative change that will benefit local school boards and the students those boards serve.

**RELEVANT DATA AND EXPECTED OUTCOMES:** The Board’s Delegate will represent the District in the Delegate Assembly.

**IMPACTS ON THE DISTRICT’S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<table>
<thead>
<tr>
<th>Culture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inner Ring—How we treat each other</td>
</tr>
<tr>
<td>Outer Ring—How we treat our work</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rock #1—Establish enduring <strong>trust</strong> throughout our community</td>
</tr>
<tr>
<td>Rock #2—Research, design and implement programs for intentional <strong>community</strong> participation</td>
</tr>
<tr>
<td>Rock #3—Grow a robust <strong>portfolio</strong> of distinct and exceptional <strong>schools</strong></td>
</tr>
<tr>
<td>Rock #4—Build <strong>firm foundations</strong> of knowledge, skills and experience so all learners can thrive</td>
</tr>
<tr>
<td>Rock #5—Customize our educational systems to <strong>launch each student toward success</strong></td>
</tr>
</tbody>
</table>

**FUNDING REQUIRED:**  
**AMOUNT BUDGETED:**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to appoint Marie La Vere-Wright as the Board Representative and John Graham as the alternate to serve as a Delegate at CASB’s Delegate Assembly.

**APPROVED BY:** John Graham, Board Vice-President  
**DATE:** August 4, 2017
BOARD OF EDUCATION AGENDA ITEM 7.07

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Melissa Andrews, Community and Project Planning Manager</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>SCIZ Boundary Changes</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Action</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION, DESCRIPTION OF NEED:
After reviewing future boundary changes for the new elementary schools opening in 2018 and 2019, and evaluating where future developments will occur, it became clear that a new development coming in East of Marksheffel and South of Barnes would be in an unfavorable spot with the current boundaries. This area is currently in the Falcon Innovation Zone and the schools are anywhere from 9 to 15 miles which equates to 25 -35 minutes on the bus each direction. With tremendous future growth occurring in both Falcon and POWER Zones and limited growth potential in the Sand Creek Zone, it makes sense to place these new families in the Sand Creek Zone schools that are much closer to home and not as overcrowded.

RATIONALE:
Without a boundary change in the Sand Creek Zone, families moving into new subdivisions coming in East of Marksheffel and South of Barnes will still be slated to attend Falcon Zone Schools. Families will be driving past many schools to attend their boundaried school. By altering the boundaries prior to homes being constructed, families will not be impacted by boundary changes in the near future, they will be able to attend a school closer to home and the cost for transportation of these students would be less.

RELEVANT DATA AND EXPECTED OUTCOMES:
Both Remington and Springs Ranch Elementary Schools enrollment was under their core capacity in the 2016/17 school year. Horizon Middle School is now set up with the Panther Den, allowing them to more easily absorb additional students over the other two middle schools. Additionally, this would feed more students into Sand Creek High School, which is currently underutilized (1255 built for 1600). There is very little growth potential in the Sand Creek Zone boundary as it currently stands. With the tremendous growth potential in both the POWER Zone and the Falcon Zone, it makes sense to expand the Sand Creek Zone Boundary east.

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

<table>
<thead>
<tr>
<th>Inner Ring—How we treat each other</th>
<th>Outer Ring—How we treat our work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rock #1—Establish enduring trust throughout our community</td>
<td>Trust is established by forward thinking (altering boundaries prior to families moving into a new development) and respecting our communities’ time (understanding that the distance to the Falcon Zone schools is excessive).</td>
</tr>
<tr>
<td>Rock #2—Research, design and implement programs for intentional community participation</td>
<td></td>
</tr>
<tr>
<td>Rock #3— Grow a robust portfolio of distinct and exceptional schools</td>
<td></td>
</tr>
<tr>
<td>Rock #4— Build firm foundations of knowledge, skills and experience so all learners can thrive</td>
<td></td>
</tr>
</tbody>
</table>
Item 7.07 continued

<table>
<thead>
<tr>
<th>Rock #5 — Customize our educational systems to launch each student toward success</th>
</tr>
</thead>
</table>

**FUNDING REQUIRED:** None  
**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the recommended changes to the Sand Creek Zone boundary.

**APPROVED BY:** Brett Ridgway, Chief Business Officer  
**DATE:** July 28, 2017
New Development will soon commence South of Barnes and East of Marksheffel

Propose to extend Springs Ranch and Remington boundaries East to the future Banning Lewis Ranch Parkway prior to new families moving in
BOARD OF EDUCATION AGENDA ITEM 7.08

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
</tr>
</thead>
</table>
| PREPARED BY:     | Brett Ridgway, Chief Business Office  
                  Peter Hilts, Chief Education Officer |
| TITLE OF AGENDA ITEM: | Sungard conversion update and modification |
| ACTION/INFORMATION/DISCUSSION: | Action/Discussion |

BACKGROUND INFORMATION, DESCRIPTION OF NEED: When D49 originally considered new core software systems for our education and business offices, PowerSchool (offering PowerSchool SIS) and Sunguard (Offering BusinessPlus and ESchoolPlus SIS) were the two finalist companies. We chose Sunguard, largely because they had both a SIS and a business system. In our evaluation, we did not find much functional difference between ESP SIS and PS SIS.

One of the reasons we negotiated favorable pricing and support is because Sunguard saw our contract as an entry point into the Colorado market—where they did not yet have a presence. We anticipated and initially received favorable support because Sunguard wasn’t just building a client relationship with us, they were building a new market for ESP.

Shortly after we completed our contract with Sunguard to implement the Business Plus and ESP enterprise system, PowerSchool completed an acquisition of Sunguard. PowerSchool promised to uphold Sunguard’s commitment to an enterprise system for D49, including BusinessPlus and ESP. However, because PowerSchool already has an installed base of school districts in Colorado using PS SIS, we assumed that either the two platforms would merge, or we would eventually be converted to PS SIS—it was a question of timing and priority on the part of Powerschool. As the calendar year 2017 has progressed, Powerschool has determined that they would rather make this transition sooner rather than later and are encouraging us to head that way.

RATIONALE: One of the major reasons PowerSchool acquired Sunguard was to get access to Business Plus. Sunguard was originally a financial services company, so their strength was budgeting, accounting, controls, and other functions that make a strong financial package. PowerSchool has already begun integrating PS SIS with BusinessPlus, and that is their preferred configuration for an enterprise solution.

RELEVANT DATA AND EXPECTED OUTCOMES: Advantages of the Proposed Pivot - PowerSchool has offered to convert D49 from an ESP client to a PS SIS client for no additional charge, with additional human support and technical assistance so we can stay on our overall timeline. In particular, one of the most challenging aspects of the ESP transition has been the creation of state reporting functions. With PS SIS already installed and working in CO districts, the PS SIS state reporting functionality is already working and proven. There is an existing group of district users in Colorado that could support our transition. We would not lose the work we have done to clean up our data. Among other offers, Powerschool is giving D49 credit for a majority of funds already spent in relation to the ESP SIS, allowing us to ‘re-spend’ those dollars in bringing a PS SIS to life and up to speed.

Disadvantages of the Proposed Pivot - We have already invested significant time and attention to transitioning the back side of our systems to ESP. We would lose some of that human investment and insight. It may be that the pivot would be seen as reactive or poor planning. Because PS SIS is already installed in some districts, there may be staff members who have heard of or who have experienced frustrations with the PS SIS functionality. Like any complex system, it comes with imperfections and a natural learning curve.
### IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

<table>
<thead>
<tr>
<th>Culture</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inner Ring</strong>—How we treat each other</td>
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</tr>
<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategy</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rock #1</strong>—Establish enduring trust throughout our community</td>
<td>Understanding opportunities available to the District and presenting those opportunities in a way to give comfort to leadership to make an informed decision on a quick turnaround to recognize the benefits of favorable price and service options provided.</td>
</tr>
<tr>
<td><strong>Rock #2</strong>—Research, design and implement programs for intentional community participation</td>
<td></td>
</tr>
<tr>
<td><strong>Rock #3</strong>—Grow a robust portfolio of distinct and exceptional schools</td>
<td></td>
</tr>
<tr>
<td><strong>Rock #4</strong>— Build firm foundations of knowledge, skills and experience so all learners can thrive</td>
<td>Firm Foundations will be facilitated to a higher degree with improved data integrity, data integration and analytics.</td>
</tr>
<tr>
<td><strong>Rock #5</strong>—Customize our educational systems to launch each student toward success</td>
<td>Every Student’s potential success will be facilitated to a higher degree with improved data integrity, data integration and analytics.</td>
</tr>
</tbody>
</table>

**FUNDING REQUIRED:** No additional funding  
**AMOUNT BUDGETED:** $842,977 (17/18)

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Move to authorize the Chief Business Officer to proceed with contractual changes necessary to change the planned Sungard SIS conversion to a Powerschool SIS conversion.

**APPROVED BY:**  
Brett Ridgway, Chief Business Officer  
Peter Hilts, Chief Education Officer  

**DATE:** August 2, 2017
<table>
<thead>
<tr>
<th>Product Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>License and Subscription Fees</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS SIS Bundle: Subscription + Hosting</td>
<td>14,500.00</td>
<td>Students</td>
<td>USD 9.30</td>
<td>USD 134,797.32</td>
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<tr>
<td>PS SIS SSL Certificate</td>
<td>1.00</td>
<td>Each</td>
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<td>PS SIS PD+ Annual Fee</td>
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<tr>
<td>PowerPack</td>
<td>14,500.00</td>
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<td>14,500.00</td>
<td>Students</td>
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<td>USD 35,164.53</td>
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<td>Registration Add-On - Additional Language Annual Fee</td>
<td>1.00</td>
<td>Each</td>
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<td>PS Unified Classroom Platform</td>
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<tr>
<td>License and Subscription Totals:</td>
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<tr>
<td>Professional Services and Setup Fees</td>
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<tr>
<td>PS SIS Standard Pub School Implementation Services</td>
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<td>PS SIS Standard PowerScheduler Implementation Services</td>
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<td>PowerPack Setup Fee</td>
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<td>PowerSchool Registration Signature Set-Up Fee</td>
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<td>Registration Add-On - Additional Language Setup</td>
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<tr>
<td>PS SIS Keys to Ownership</td>
<td>21.00</td>
<td>Hours</td>
<td>USD 187.50</td>
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<tr>
<td>PS SIS Customizations - Remote</td>
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<td>Unified Project Management Services/Implementation</td>
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<td>Each</td>
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<td>USD 1,500.00</td>
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<tr>
<td>Professional Services and Setup Fee Totals:</td>
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<td>USD 88,094.62</td>
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<tr>
<td>Training Services</td>
<td></td>
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<tr>
<td>PS SIS Training and Consulting - Onsite</td>
<td>13.00</td>
<td>Day</td>
<td>USD 2,000.00</td>
<td>USD 26,000.00</td>
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</table>

Page 1 of 2
Registration Training Remote 1.00 Day USD 1,500.00 USD 1,500.00
PS SIS Certification Shadowing (IPT Frameworks) 2.00 Each USD 2,000.00 USD 4,000.00
PS SIS Training and Consulting - Remote 10.00 Day USD 1,500.00 USD 15,000.00
PS SIS Non Exclusive Workshop - Onsite 10.00 Day USD 400.00 USD 4,000.00
PS Unified Classroom Training - Remote 1.00 Day USD 1,500.00 USD 1,500.00

Training Services Total: USD 52,000.00

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<tr>
<th>Quote Total</th>
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<tbody>
<tr>
<td>Total Discount:</td>
<td>USD 24,477.15</td>
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<tr>
<td>Year One Total:</td>
<td>USD 334,248.30</td>
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</table>

### Annual Ongoing Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Students</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS SIS Bundle: Subscription + Hosting</td>
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<td>Students</td>
<td>USD 9.30</td>
<td>USD 134,797.32</td>
</tr>
<tr>
<td>PS SIS SSL Certificate</td>
<td>1.00</td>
<td>Each</td>
<td>USD 400.00</td>
<td>USD 400.00</td>
</tr>
<tr>
<td>PS SIS PD+ Annual Fee</td>
<td>14,500.00</td>
<td>Students</td>
<td>USD 0.45</td>
<td>USD 6,511.95</td>
</tr>
<tr>
<td>PowerPack</td>
<td>14,500.00</td>
<td>Students</td>
<td>USD 1.12</td>
<td>USD 16,279.88</td>
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<td>PowerSchool Registration Signature Annual Fee</td>
<td>14,500.00</td>
<td>Students</td>
<td>USD 2.43</td>
<td>USD 35,164.53</td>
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<tr>
<td>Registration Add-On - Additional Language Annual Fee</td>
<td>1.00</td>
<td>Each</td>
<td>USD 1,000.00</td>
<td>USD 1,000.00</td>
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<tr>
<td>PS Unified Classroom Platform</td>
<td>14,500.00</td>
<td>Students</td>
<td>USD 2.00</td>
<td>USD 29,000.00</td>
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</table>

Annual Ongoing Fees Total: USD 223,153.68

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the ‘Annual Ongoing Fees’ amount uplifted by 3.0% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

This Quote is subject to and incorporates the terms and conditions for the applicable product(s) located at: https://www.powerschool.com/product-specifications/

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this signed Quote and the applicable PowerSchool Licensed Product and Services Agreement.

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/
**BOARD OF EDUCATION AGENDA ITEM 7.09**

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
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</thead>
<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Donna Richer, Designated Election Official</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Approval of Intergovernmental Agreement between District 49 and El Paso County Clerk and Recorder for the November 2017 Election</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Action</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** In order to include District 49 School Director candidates in the November 7, 2017 Election, the district must enter into an intergovernmental agreement with the El Paso County Board of Commissioners, the El Paso County Clerk and Recorder, and the State of Colorado. The Board of Education has previously stated their intent to do so at the July 13, 2017 meeting where an election official was designated and the intent to participate in the 2017 coordinated election was approved.

**RATIONALE:** District participation in the coordinated election with El Paso County will keep the district’s election expenses down. The agreement specifically delineates the responsibilities of the county and those of the district.

**RELEVANT DATA AND EXPECTED OUTCOMES:** The estimated cost for District 49 for the November 7, 2017 election is **$15,823.38**.

**IMPACTS ON THE DISTRICT’S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<table>
<thead>
<tr>
<th>Inner Ring—How we treat each other</th>
<th>Outer Ring—How we treat our work</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rock #1</strong> Establish enduring trust throughout our community</td>
<td>Handling such requirements in an open and transparent manner validates the importance placed on community trust.</td>
</tr>
<tr>
<td><strong>Rock #2</strong> Research, design and implement programs for intentional community participation</td>
<td></td>
</tr>
<tr>
<td><strong>Rock #3</strong> Grow a robust portfolio of distinct and exceptional schools</td>
<td></td>
</tr>
<tr>
<td><strong>Rock #4</strong> Build firm foundations of knowledge, skills and experience so all learners can thrive</td>
<td></td>
</tr>
<tr>
<td><strong>Rock #5</strong> Customize our educational systems to launch each student toward success</td>
<td></td>
</tr>
</tbody>
</table>

**FUNDING REQUIRED:** **$15,823.38**  
**AMOUNT BUDGETED:** **$34,726**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the intergovernmental agreement between School District 49 and the El Paso County Board of Commissioners, the El Paso County Clerk and Recorder, and the State of Colorado, as presented to adopt the attached resolution stating that the Jurisdiction (School District 49) agrees to the terms and conditions of the Intergovernmental Agreement.
INTERGOVERNMENTAL AGREEMENT

BETWEEN

EL PASO COUNTY CLERK AND RECORDER

AND

FALCON SCHOOL DISTRICT 49

Regarding the Conduct and Administration of the

November 7, 2017

COORDINATED ELECTION

Prepared by:

Chuck Broerman
El Paso County Clerk and Recorder
1675 West Garden of the Gods Road
Suite 2201
Colorado Springs, CO 80907
(719) 575-VOTE (8683)
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS ("County"); THE EL PASO COUNTY CLERK AND RECORDER ("County Clerk") and FALCON SCHOOL DISTRICT 49 ("Jurisdiction"), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S. or the “Code”) § 1-7-116(2), as amended, and the Rules of the Colorado Secretary of State (the “Rules”); the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties concerning the conduct of the November 7, 2017, Coordinated Election (“Election”); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as required by law;

WHEREAS, the Colorado Constitution, Section 20 of Article X, requires the production of a mailed Ballot Issue Notice (also known as a “TABOR” notice) concerning certain ballot issues that will be submitted to the electors of the County and the Jurisdiction; and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this Coordinated Election.

NOW, THEREFORE, for and in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with El Paso County for this purpose and may include any jurisdiction type, eligible to conduct such an election within the El Paso County limits and the State of Colorado.

2. This election shall be conducted by El Paso County as a Mail Ballot Election.

3. FURTHER, the Parties agree as follows:
ARTICLE ONE
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS:

A. “Coordinated Election Official”, (hereinafter “CEO”) shall mean the El Paso County Clerk and Recorder as referenced in C.R.S. § 1-7-116(1)(a). The CEO shall act within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

B. “Colorado Election Code” or “Code” shall mean any part of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

C. “Coordinated Election” shall mean an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions.

D. “Designated Election Official” (hereinafter “DEO”), shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the CEO or his designated contact person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.

E. “IGA” or “Agreement” shall mean Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

F. “General Election” means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.

G. “Jurisdiction” shall mean those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.

H. “Mail Ballot Packet” shall mean the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy sleeve, and a return envelope. C.R.S. § 1-7.5-103(5).

I. “SOS” shall mean the State of Colorado Secretary of State.
J. **“SOS Election Calendar”** shall mean the most recent 2017 election calendar as published on the SOS website located at www.sos.state.co.us.

1.2 **GOAL:** The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.

1.3 **COORDINATED ELECTION OFFICIAL:** The County Clerk and Recorder shall act as the CEO in accordance with the Code and Rules and, as such, shall conduct the election for the Jurisdiction.

1.4 **CONTACT PERSON:** The CEO designates Liz Olson, or her designee, (Phone: 719-520-6222; email: lizolson@elpasoco.com) as the contact person to act as primary liaison between the CEO and the Jurisdiction. The contact person shall act under the authority of the CEO and shall have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the CEO herein. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.

1.5 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction shall appoint a Designated Election Official (DEO) to act as primary liaison between the Jurisdiction and the CEO. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: ____________________________________________

Primary phone: _________________________________________

Cell phone: ____________________________________________

Email: ________________________________________________

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County’s contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction’s election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the
ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

1.6 **APPLICABILITY:** This Agreement shall be construed to apply to that portion of the Jurisdiction within El Paso County, State of Colorado.

1.7 **TERM:** This Agreement shall start as of the date of the last party’s execution of this Agreement and shall continue through the official certification of the November 7, 2017, Coordinated Election.

1.8 **LEGAL ADVICE:** The Jurisdiction understands that the CEO and his designees do not provide legal advice to the Jurisdiction. The CEO and his designees may provide information to the Jurisdiction concerning the CEO’s understanding of applicable laws and rules, but it is the responsibility of the Jurisdiction to contact its own attorney for legal advice.

1.9 **RESPONSIBILITIES BEYOND THIS AGREEMENT:** The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.

1.10 **UPDATING OTHER CEO’S:** For those Jurisdictions which extend beyond El Paso County, the Jurisdiction is responsible for keeping each county informed of any and all changes to its ballot language and Ballot Issue Notice language. It is also the Jurisdiction’s responsibility to inform itself of all election procedures for each County.

**ARTICLE TWO**

**DUTIES OF THE COUNTY CLERK AND RECORDER (CEO)**

The CEO shall perform the following duties for the election for the Jurisdiction:

2.0 **VOTER REGISTRATION:** Supervise, administer and provide the necessary facilities and forms for all regular voter registration sites and voter service and polling centers.

2.1 **BALLOT PREPARATION:** Upon certification from the DEO pursuant to Section 3.4, the CEO shall layout the text of the ballot in a format that complies with the Code and the Rules. CEO shall provide ballot printing layouts and text for proofreading and for signature approval of the Jurisdiction. CEO shall certify the ballot content to the printer.

2.2 **VOTER LISTS:** Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector
registered to vote in the Jurisdiction. This will not be a certified list, but may be used for checking signatures on candidate petitions. The Jurisdiction shall pay the CEO for the cost of such list. The Jurisdiction may choose to receive the list on CD, via FTP site or as a printed copy. The fee for furnishing the list shall be as follows:

- List on ftp site = $25.00
- List on CD = $25.00 plus $1.25 CD charge
- List as a Printed Copy = $25.00 and $.05 per page

2.3 **MAIL BALLOT PLAN:** The CEO shall file the proposed election plan with the Secretary of State as required by C.R.S. § 1-7.5-105 (1).

2.4 **ELECTION JUDGES/ BOARD OF CANVASSERS/ STAFF:** The CEO shall appoint, receive appointments as required by law, compensate, instruct and oversee election judges, the Board of Canvassers, and any qualified number of additional election staff to adequately serve the number of electors registered to vote in the Coordinated Election.

2.5 **ELECTION SUPPLIES:** The CEO shall provide all necessary equipment, forms and personnel to conduct the election, including the County’s electronic vote counting equipment.

2.6 **LOGIC AND ACCURACY:** The CEO shall conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Rules promulgated by the Secretary of State, including a hardware test, public logic and accuracy test, and a post-election test. The CEO shall select a testing board comprised of at least two persons, who are registered electors.

The CEO shall conduct public testing of voting equipment prior to the commencement of voting. The public test shall be open to representatives of the political parties, the press and the public, pursuant to C.R.S. § 1-7-509(2)(b). The CEO shall select a testing board comprising of at least two persons who are registered electors. Notice of the fact that the public test will take place shall be posted in the designated public place for posting notices in the county for at least seven days before the public test.

2.7 **PREPARE AND MAIL BALLOT PACKETS:** The CEO shall prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110.

2.8 **ELECTION DAY:** The CEO shall provide Election Day telephone and in person support from 7:00 a.m. to the conclusion of the unofficial count on election night.
2.9 **COUNTING OF BALLOTS:** The CEO shall conduct and oversee the process of counting the ballots and reporting the results by precinct. Establish backup procedures and voting sites should the need arise. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the election. Provide personnel and all other necessary services for any recount as provided by the Code.

2.10 **STORAGE:** The CEO shall store all voted ballots and all other election materials for a minimum of twenty-five (25) months, to be saved in such a manner that they may be accessed by the participating jurisdictions, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.

2.11 **PUBLIC NOTICE:** The CEO shall provide notice by publication of a mail ballot election as required by C.R.S. § 1-5-205.

2.12 **BALLOT ISSUE NOTICE:** The CEO shall determine the “least cost” method for mailing the Ballot Issue Notice package and combine the text of the Ballot Issue Notice produced by the Jurisdiction with those of other Jurisdictions to produce the Ballot Issue Notice package. The CEO will determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis.

The CEO shall print, address and mail the package to “All Registered Voters” at each address of one or more active registered elector of the Jurisdiction. Nothing herein shall preclude the CEO from sending the Ballot Issue Notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the CEO’s efforts to mail the Ballot Issue Notice package at “least cost.”

2.13 **COSTS:** The CEO shall keep a careful and accurate accounting of all chargeable items to the Jurisdiction. Costs shall include, but are not limited to: software and equipment usage, election judges and other associated election personnel, ballots and related election forms, printing, election supplies, public notices paid for by the CEO, legal costs, postage, rental charges, related computer hardware and technical support, and any other fees reasonably related to conducting the 2017 Coordinated Election.

The CEO shall charge each Jurisdiction taking part in the election a proportional share of the actual costs of the election. This proportional share shall be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and may also include take into account the number of ballot issues and/or items to be included on the ballot for each Jurisdiction.
Legal costs shall include, but are not limited to any costs incurred by El Paso County to enforce a provision of this Agreement or to defend any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 7, 2017, Coordinated Election.

El Paso County shall be the sole determiner as to whether legal counsel outside of the El Paso County Attorney’s office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.

2.14 **Voting and Ballot drop-off:** The CEO shall establish, voter service and polling centers, and ballot drop-off locations as required by law.

**ARTICLE THREE**
**DUTIES OF THE JURISDICTION**

3.0 **AUTHORITY:** The DEO shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction will follow the election provisions of the Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement, including the time guidelines schedule attached hereto as these relate to the November 7, 2017, Coordinated Election. The ordinance or resolution will also name and authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.

3.1 **CALL AND NOTICE:** The CEO shall publish the Notice as required by C.R.S. § 1-5-205. If other notices required by C.R.S. § 1-7-908 or any other constitutional or statutory reference are required by the Jurisdiction, it shall be the DEO’s responsibility to comply with those requirements.

3.2 **PETITIONS:** The DEO shall perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations shall be made available through the office of the DEO for the Jurisdiction. Signatures on all petitions shall be verified by the Jurisdiction.

3.3 **CAMPAIGN FINANCE:** The DEO understands that all candidates running for office must become familiar with the requirements of Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S.

**APPROPRIATE FILING OFFICE:** The DEO understands that candidates for any school board or any committees formed to support or oppose any
school district or special district ballot issue or ballot question must file paperwork with the Secretary of State’s office. The DEO understands that candidates for municipal elections or any issue committee formed to support or oppose any municipal ballot issue or question must file paperwork with the municipal clerk of the applicable municipality.

3.4 BALLOT PREPARATION and CERTIFICATION: The DEO shall certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached “Format Information Page” to the CEO exactly as the list is to be printed on the ballot as soon as the information is available but no later than 5:00 P.M. on September 8, 2017.

Certification is required by two methods any time prior to the above deadline:

Electronically by email to lizolson@elpasoco.com, and

A printed hard copy delivered to the Main Clerk & Recorder’s office no later than 5:00 p.m. on September 8, 2017.

The Jurisdiction is to provide the phonetic pronunciation of each candidate’s name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.

The DEO shall email a recording of correct pronunciation to lizolson@elpasoco.com or call the CEO at (719) 520-6760 and leave an audio recording of the candidate’s name in the voice mail box.

The Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. Jurisdiction shall be solely responsible for the content of any ballot issue and/or ballot question, including the title and summary of any ballot issue and/or ballot question. The CEO may provide proofreading assistance (i.e. technical, grammatical, or syntactic proofing) but under no circumstance shall the CEO be responsible for the content or how it is presented to its voters.

The Jurisdiction understands that it must wait and that it must instruct ballot issue committees and coordinating entities to wait before the numbering of a ballot issue and/or ballot question until the CEO has assigned a number to the respective ballot issue and/or ballot question.
3.5 **PROOFING:** The DEO shall proofread the layout and the text of the Jurisdiction’s portion of the official ballots before authorizing in writing the printing of the ballots. Such authorization shall be made **WITHIN THREE (3) HOURS** of the CEO’s email or fax transmission to the DEO. The expected date and time for this proofing will be between 8:00 a.m. and 5:00 p.m. on Thursday, 9/14/17 or Friday, 9/15/17. Should the DEO fail to contact the CEO within three (3) hours of the CEO’s email or fax transmission, the CEO shall not be held responsible for any errors or omissions should they proceed with the printing of the ballots.

3.6 **SPECIAL DISTRICTS – PROPERTY OWNER VOTER LISTS:** The CEO will mail ballot packets to each eligible elector included on the property owner list provided by the DEO. Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the CEO. The list must include eligible electors which are included on the Assessor’s property owner list and are not included on the registered voter list which was provided with this IGA. The Jurisdiction is also responsible for verifying that each of the eligible electors on their prepared list is registered to vote in the state of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State’s web site: [https://www.sos.state.co.us/voter-classic/auth/login.xhtml](https://www.sos.state.co.us/voter-classic/auth/login.xhtml).

The list of eligible property owners must be submitted to the CEO no later than October 2, 2017, and must include the voter’s full name, mailing address, and Colorado Voter ID number.

3.7 **BALLOT ISSUE NOTICE:** The Jurisdiction shall prepare, and be solely responsible for, the language for the Notice for each ballot issue relating to Section 20, Article X of the Colorado Constitution. The language shall consist only of a concise title in the format as described in the attached “Ballot Issue Notice Example Page”, and pro and con summaries each of 500 words or less. The Ballot Issue Pro/Con comments shall be delivered to the Jurisdiction’s DEO by September 22, 2017, or September 25, 2017, as applicable. The Ballot Issue Notice including the summarized comments shall be delivered to the CEO by 5:00 p.m. September 26, 2017, for inclusion in the Notice.

For Special Districts submitting a ballot issue measure to the ballot, the CEO shall mail Ballot Issue Notices to each household with at least one active registered voter as well as each household included on the property owner list provided from section 3.6 of this IGA. The Notice may include only those ballot issues that electors receiving the Notice are eligible to vote on based upon their residential address.
3.8 **ELECTION DAY:** The Jurisdiction shall provide support on Election Day via the contact phone number provided in this agreement.

3.9 **RECOUNT:** The Jurisdiction shall be responsible for costs of a recount pursuant to C.R.S. § 1-10.5-101 and § 1-11-215 except for costs collected from an “interested party” pursuant to C.R.S. § 1-10.5-106 which shall be collected by the entity conducting the recount.

3.10 **PAYMENT OF COSTS:** The Jurisdiction shall reimburse the County for such costs allocated to the Jurisdiction within thirty (30) days of date of final billing.

3.11 **ESTIMATED COSTS:** The estimated cost for the Jurisdiction’s portion of the election is approximately $15,823.38. It is understood and agreed that this is a cost estimate and the actual cost may be higher or lower depending on questions presented to the Jurisdiction’s electorate and the number of Jurisdictions that participate in the Coordinated Election. The Jurisdiction further agrees to pay a deposit of $7,911.69 which is 50% of the estimated cost to the CEO at the time the ballot certification is submitted to the CEO but no later than 5:00 p.m. Friday, September 8, 2017. The CEO will maintain the deposit in a separate account and will remit any funds not used for the election to the Jurisdiction.

**ARTICLE FOUR**

**CANCELLATION OF THE ELECTION**

4.0 In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208 and notice of such resolution shall be immediately provided to the CEO. The Jurisdiction shall within thirty (30) days promptly pay the CEO the Jurisdiction’s proportional share of the activities of the CEO relating to the election incurred both before and after the receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the election and a copy of the notice shall be posted in the office of the CEO, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

**ARTICLE FIVE**

**LIABILITY**

5.0 The Jurisdiction agrees to indemnify, defend, and hold harmless the County to the extent permitted by law, from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the Jurisdiction in completing its responsibilities relating to the November 7, 2017, Coordinated Election. Nothing in this provision shall be deemed to waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity
Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SIX
MISCELLANEOUS

6.0 APPROPRIATION: Both the County and the Jurisdiction intend and commit to use all good faith and due diligent efforts to honor their respective financial obligations as set forth in this Agreement.

6.1 NOTICES: Any and all notices required to be given by the Parties by this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a fax or email was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing:

To County Clerk: Liz Olson, Election Manager
and Recorder’s contact person El Paso County Clerk and Recorder
P.O. Box 2007
Colorado Springs, Colorado 80901-2007
FAX: 719-520-7327

With a copy to: El Paso County Attorney
200 South Cascade Avenue
Suite 150
Colorado Springs, Colorado 80903-2208

To Jurisdiction: ____________________________
Attn: ______________________
Address: ___________________
City, State, Zip________________

6.2 AMENDMENT: This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.

6.3 INTEGRATION: The Parties acknowledge that this written Agreement, constitutes the sole agreement between them relating to the subject matter hereof, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.
6.4 **CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT:** In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the El Paso County Board of County Commissioners, this Agreement shall be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this agreement.

6.5 **TIME OF ESSENCE:** Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement.

6.6 **Additional DEO and District Contact Information**

Jurisdiction Name: __________________________________________________________

Business Hours: __________________________________________________________

Telephone Numbers (during normal business hours):

____________________________________________

____________________________________________

Emergency Telephone Numbers (before and after normal business hours):

____________________________________________

____________________________________________

Election Day contact information:

____________________________________________

____________________________________________

**ATTACHMENTS:**

1. Format Information Page (pg. 15)
2. Ballot Issue Notice Example Page (pg. 16-17)
3. Sample Candidate Ballot Layout (pg. 18)
4. 2017 Election Calendar
5. Voter Registration List (Provided to Special Districts only)
IN WITNESS WHEREOF, the Parties have hereto signed this Agreement to be effective as described in Article One, section 1.7 of this agreement. Pursuant to Resolution No. 17-204, the El Paso County Clerk and Recorder (CEO) is authorized to execute this Agreement on behalf of the Board of County Commissioners, El Paso County, Colorado.

County Signatures below

El Paso County Clerk and Recorder

Date: ________________

APPROVED AS TO FORM:

County Attorney's Office

Date: ________________

Signatures from the Jurisdiction below

Jurisdiction Name:

Signature of DEO

Date: ________________

APPROVED AS TO FORM:

Jurisdiction’s Legal Counsel

Date: ________________
Certification Format Information Page

Ballot certification is required in two formats:

- Printed hard copy; and,
- Electronic copy. The electronic version must be provided using Microsoft word. No PDF versions will be accepted.

The electronic copy must be emailed to lizolson@elpasoco.com. Both the printed hard copy and electronic copy must be received at the main Clerk & Recorder’s Office location at 1675 Garden of the Gods Rd., Suite 2202, Colorado Springs, CO 80907 as soon as possible but no later than 5:00 p.m. on September 8, 2017.

Important: Per Rule 4.5.5(f)(4) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or printed hard copy, have been received by the CEO.

Electronic version: These requirements apply to the ballot content, as well as the Ballot Issue notice information. Email using Microsoft word is acceptable.

SPACING: All text must have single line spacing.

TEXT: For Ballot Issues, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper lower case.

TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.

Audio Recording: If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate’s name to lizolson@elpasoco.com or call (719) 520-6760 to leave an audio recording of each candidate’s name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder’s office.
NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:
[Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]

[DISTRICT NAME]
EL PASO COUNTY, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:
The below information is not required with your ballot certification on 9/8/17. It is required with your Ballot Issue Notice submission which is due on 9/26/17.

Fiscal Year Spending Information:
Year (Current fiscal year estimated) [$1,000,000]
Year (Actual) [$1,000,000]
Year (Actual) [$1,000,000]
Year (Actual) [$1,000,000]
Year (Actual) [$1,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]
Overall dollar amount change: [Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [insert year] fiscal year spending without tax increase:  [amount of spending]

Information on Current Bonded Debt:
Principal amount:  [$?,000,000]
Maximum annual repayment cost:  [$?,000,000]
Total repayment cost:  [$?,000,000]

Information on Proposed Bonded Debt:
Principal amount:  [$?,000,000]
Maximum annual repayment cost:  [$?,000,000]
Total repayment cost:  [$?,000,000]

Summary of written comments for the proposal:
•  [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
•  [Summaries must be 500 words or less and accurately summarize all written comments.]
•  [Summaries may not contain names of persons or private groups that are for or against the proposal.]
•  [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

Summary of written comments against the proposal:
•  [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
•  [Summaries must be 500 words or less and accurately summarize all written comments.]
•  [Summaries may not contain names of persons or private groups that are for or against the proposal.]
•  [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder’s office.
Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE
Name of Office here
Length of Term here
(Vote for not more than?)

_____ Candidate’s name

_____ Candidate’s name

_____ Candidate’s name

_____ Candidate’s name

_____ Candidate’s name

_____ Candidate’s name

Your School District Name Here
Name of the Office here
Length of Term here
(Vote for not more than?)

_____ Candidate’s name

_____ Candidate’s name

_____ Candidate’s name

_____ Candidate’s name

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder’s office.
RESOLUTION

APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN
SCHOOL DISTRICT 49
AND THE EL PASO COUNTY CLERK AND RECORDER
REGARDING THE CONDUCT AND ADMINISTRATION OF THE
NOVEMBER 7, 2017 COORDINATED ELECTION

BE IT RESOLVED THAT THE Intergovernmental Agreement between School District 49 and the El Paso County Clerk and Recorder regarding the conduct and administration of the November 7, 2017 Coordinated Election be approved, and

BE IT FURTHER RESOLVED that School District 49 will follow the election provisions of the Code and will participate in the Coordinated Election in accordance with the terms and conditions of the Intergovernmental Agreement, including the time guidelines scheduled attached hereto as these relate to the November 7, 2017, Coordinated Election. The Board of Education authorizes the school designated election official to execute this agreement.

ADOPTED AND APPROVED this 10th day of August, 2017.

________________________________________
Marie LaVere-Wright, Board President
School District 49

(SEAL) ATTEST:

_________________________________
Tammy Harold, Board Secretary
School District 49
BOARD OF EDUCATION AGENDA ITEM 8.01

**BOARD MEETING OF:** August 10, 2017  
**PREPARED BY:** D. Richer, Executive Assistant to the BOE  
**TITLE OF AGENDA ITEM:** Process Improvement Update  
**ACTION/INFORMATION/DISCUSSION:** Information

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** We seek to continuously improve our processes in the district.

**RATIONALE:** Administrative regulation development and revision and systematic review of district policies are designed to increase the probability of an effective and efficient school system.

**RELEVANT DATA AND EXPECTED OUTCOMES:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Designation</th>
<th>Title</th>
<th>Reviewed by</th>
<th>Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.01a</td>
<td>EG-R</td>
<td>Information Technology Management</td>
<td>D. DeJesus A. Whetstine</td>
<td>Periodic review; minor revisions</td>
</tr>
<tr>
<td>8.01b</td>
<td>GBEB-R</td>
<td>Staff Conduct &amp; Responsibilities</td>
<td>P. Andersen</td>
<td>Regular approval process after emergency approval to meet new legislative implications</td>
</tr>
<tr>
<td>8.01c</td>
<td>GCBA-R</td>
<td>Instructional Staff Contracts /Compensation/Salary Schedules</td>
<td>P. Andersen A. Whetstine S. McDermott</td>
<td>Periodic review; minor revisions</td>
</tr>
<tr>
<td>8.01d</td>
<td>ICA-R</td>
<td>School Year/School Calendars/ Instruction Time</td>
<td>A. Whetstine P. Hilts</td>
<td>Regular approval process after emergency approval to meet new legislative implications</td>
</tr>
<tr>
<td>8.01e</td>
<td>IHAM-R</td>
<td>Health and Family Life/Sex Education</td>
<td>A. Whetstine</td>
<td>Reviewed; no revisions</td>
</tr>
<tr>
<td>8.01f</td>
<td>IJ-R, IJ-E-1, IJ-E-2</td>
<td>Instructional Resources and Materials</td>
<td>A. Whetstine</td>
<td>Periodic review; minor revisions</td>
</tr>
<tr>
<td>8.01g</td>
<td>JS-E</td>
<td>Student Use of Internet and Electronic Communications</td>
<td>D. DeJesus</td>
<td>Reviewed; no revisions</td>
</tr>
</tbody>
</table>

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Culture</th>
<th>Outer Ring—How we treat our work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rock #1—Establish enduring trust throughout our community</td>
<td>Inner Ring—How we treat each other</td>
<td></td>
</tr>
<tr>
<td>Rock #2—Research, design and implement programs for intentional community participation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock #3—Grow a robust portfolio of distinct and exceptional schools</td>
<td></td>
<td>Updated regulations and exhibits support board policies to reflect current laws, regulations and best practices which provides a solid foundation to lead the District.</td>
</tr>
</tbody>
</table>
Rock #4 — Build firm foundations of knowledge, skills and experience so all learners can thrive

Rock #5 — Customize our educational systems to launch each student toward success

FUNDING REQUIRED: No
AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Information only

REVIEWED BY: Chief Officers
DATE: July 28, 2017
Acquisition, Maintenance, and Replacement of Information Technology

The IT Department Technology Quality Assurance Manager shall plan, budget for, acquire, and implement all components of District core information technology and replace those components when they become obsolete. The IT Department Technology Quality Assurance Manager will also plan and budget for the maintenance of and maintain core information technology. A primary means of maintaining core technology will be to ensure the technology is covered by a warranty (hardware) or maintenance and support agreement (software) for the expected useful life of the equipment. When maintenance which will not be covered under warranty is required because of misuse or negligence, the school, department, or program to which the employee who was responsible for the proper care and protection of the equipment reports shall pay for the repair or replacement of the equipment.

Any school, department, or program that chooses to use supplemental information technology must plan, budget for, acquire, and implement the supplemental technology and replace those components when they become obsolete using appropriate funds available to the school, department, or program. The school, department, or program must also budget for the maintenance of supplemental technology. While the IT Department Technology Quality Assurance Manager will facilitate the maintenance of the equipment, when the maintenance will incur a cost the school, department, or program who acquired supplemental information technology must either pay the associated cost or remove the item from service. Schools, departments, or programs should normally acquire technology components with a warranty (hardware) or maintenance and support agreement (software) that will cover the component for its expected useful life. The IT Department Technology Quality Assurance Manager will facilitate the warranty service process for items acquired through central purchase agreements or from vendors with which the District has an established relationship.

The Chief Education Officer in conjunction with the Chief Business officer and/or Chief Operations Officer may initiate bulk purchasing agreements to facilitate acquisition and maintenance of information technology components when such agreements would provide favorable pricing and/or standardization for IT equipment and software acquired throughout the District. When necessary to obtain the most favorable pricing, the agreement may be structured as an exclusive agreement for a category of information technology for the term of the agreement. The bidding process for all such agreements shall follow District policies and applicable law. For supplemental technology purchases, if a non-exclusive central purchase agreement exists for the type of information technology sought, the school, department, or program may use the purchase agreement to facilitate the purchase. If the purchase agreement is an exclusive agreement, the school, department, or program must use the purchase agreement for the purchase.

Support of Information Technology

Once equipment is acquired, whether it is core or supplemental technology, the IT Department Technology Quality Assurance Manager will plan and budget for the support of and provide support for all information technology that meets District standards and was acquired following defined processes. Support includes ensuring the information technology is configured correctly, interoperates with other technology components, receives necessary software updates, etc. It does not include replacing damaged or worn components, replacing the technology at the end of its useful life, or providing consumables that are needed for operation of the technology.
Consumables
Schools, departments, and programs must plan and budget for the acquisition of and acquire all necessary consumables, such as toner for printers and bulbs for projectors, required for the operation of all technology used regardless of whether it is core or supplemental technology.

Disposal
When an IT component has reached the end of its useful life, the Technology Quality Assurance Manager will dispose of the component in a proper manner ensuring to a reasonable level that all confidential or proprietary information is adequately protected in the process. Disposal will adhere to District policies and law.

Software License Management
Software licensing costs can be reduced by aggregating purchases and/or purchasing site or District licenses. There is considerable potential for exposing the District to significant liability if software is used in a manner inconsistent with license agreements. The Technology Quality Assurance Manager will manage the software licenses acquired throughout the District. The Technology Quality Assurance Manager will only install software for which it can be validated that the District holds a valid license. The Technology Quality Assurance Manager will also ensure that users cannot install software without District approval.

Organizations requesting software will provide information on the requirements for the software and the specific software requested, if applicable, to the Technology Quality Assurance Manager prior to submitting a purchase request in order to determine if the necessary licensing is available or current license agreements can be expanded more cost effectively than acquiring the licensing separately. If new software is required, the Technology Quality Assurance Manager will coordinate the requirement with other affected departments prior to approving the purchase.

Equipment Donations
Occasionally information technology equipment is donated to the District. It is highly encouraged that donations of IT equipment be directed to the District as a whole rather than a particular school such that the donations can be directed to the locations in the District where they will have the greatest impact. In all cases, any donated equipment will be processed through the Technology Quality Assurance Manager in order to ensure the proper configuration of equipment prior to use within the District. Equipment that does not meet District standards shall not be accepted as a donation. The person or entity donating equipment must have the authority to transfer ownership of the equipment and associated operating system licenses permanently to the District.

Use of Personal Equipment
Information technology not owned by the District shall not be used consistently or for extended periods of time to perform educational or administrative functions of the District. If District employees, volunteers, or other information technology users own IT equipment or software they desire to use regularly in the performance of a District function, they should consider donating the equipment to the District through established processes. The Technology Quality Assurance Manager shall not support or maintain any equipment not owned by the District.

Adopted: November 17, 2010
Revised: January 10, 2013
Revised: August 10, 2017
CROSS REFS:

- GBEE, Staff Use of Internet and Electronic Communications
- JS, Student Use of Internet and Electronic Communications
Title | Staff Conduct and Responsibilities – Professional Boundaries  
---|---  
Designation | GBEB-R  
Office/Custodian | Business/Director of Human Resources

In a professional staff/student relationship, staff members maintain boundaries with students that are consistent with their professional code of conduct and obligations. All district employees are expected to observe and maintain proper professional boundaries, in accordance with this regulation and accompanying policy.

**Prohibited conduct**
The following list provides examples of staff conduct that, in the absence of evidence of a legitimate educational purpose or other reason deemed valid by the district, may be regarded as evidence that a staff member has violated professional boundaries with a student:

- Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under Board policy
- Furnishing alcohol, drugs or tobacco to a student or being present when any student is consuming these substances
- Repeating sexual or inappropriate romantic rumors
- Accepting massages, or offering or giving massages other than in the course of injury care administered by the appropriate athletic trainer, coach or health care provider
- Initiating or extending contact with a student beyond the school day or outside of class times for the staff member’s personal purposes
- Sending or accompanying a student on personal errands
- Going to a student’s home when the student’s parent/guardian or an appropriate chaperone is not present
- Giving a student a ride in a vehicle without prior notification to and approval from both the student’s parent/guardian and the building principal, except in an emergency under appropriate circumstances
- Singling out a particular student or students for personal attention and friendship beyond the professional staff-student relationship
- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student’s school performance.
- Addressing students, or permitting students to address staff members with personalized terms of endearment, pet names, or otherwise in an overly familiar manner
- Maintaining private contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking Web sites, or letters (beyond homework or other legitimate school business) without including the parent/guardian
- Giving gifts or money to a student
- Giving or exchanging inappropriate personal gifts, cards or letters with an individual student
- Socializing or spending time with students (including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling, and recreational activities) outside of school-sponsored events, except as participants in organized community activities
- Unnecessarily invading a student’s privacy (e.g., initiating a hug with a student or “following” a student into the bathroom)
- Being alone with an individual student out of the view of others
- Inviting or allowing individual students to visit the staff member’s home
Interacting with students over social media for non-educational purposes when that interaction:
  - Is hidden and/or secretive
  - Is loosely connected or has no connection to school
  - Is not disclosed or is actively concealed from the employee’s supervisor
  - Is not disclosed or is actively concealed from the student’s parent(s)

Any other action or activity similar in nature to those listed above

Prohibited communications
Prohibited communications in any format (email, text messaging, written communications, in person, etc.) by a staff member with a student includes, but is not limited to the following:

- Any communications without a legitimate educational purpose
- Flirting, propositions or sexual remarks
- Sexual slurs, leering, sexual or derogatory comments
- Inappropriate comments about a student’s body
- Sexual jokes, notes, stories, drawings, gestures or pictures
- Displaying or transmitting sexual pictures, objects or depictions
- Disclosing personal, sexual, romantic, marital or employment issues or other private matters
- Other communications or activities similar in nature to those listed above

Reporting violations
Staff members are required to promptly notify the principal, zone leader, human resources or a chief officer if they become aware of a situation that may constitute a violation of this policy. Depending on the specific circumstances of the allegations or suspicions, staff members may have a mandatory duty under state law to report the violation(s) as child abuse, in accordance with applicable Board policy.

Students and their parents/guardians should notify the principal or superintendent if they believe a teacher or other staff member may be engaging in conduct that violates this regulation.

In determining whether a violation of professional boundaries has occurred, the district shall consider the totality of the circumstances, including the nature and extent of the conduct involved, the job description and duties of the employee, the employee’s intent or purpose in engaging in the conduct, and whether the conduct caused harm to the student or adversely affected the education of students.

Persons reporting in good faith regarding alleged violations or suspected violations of this regulation shall not be subjected to retaliation in any form.

- Adopted: July 10, 2014
- Assigned to: CEO July 10, 2014
- Revised: June 28, 2017
- Revised: August 10, 2017
Title | Instructional Staff Contracts/Compensation/Salary Schedules
---|---
Designation | GCBA-R
Office/Custodian | Education & Business/Director of Human Resources, Executive Director of Learning Services and Finance

**Classification**
Certified-Licensed staff will be placed on the salary schedule at the time of initial employment. The Human Resources Department will categorize the certified staff member’s placement using official information supplied by the staff member. It is the responsibility of each staff member to present complete, accurate evidence of training and experience.

The number of years of out-of-district experience that will be granted will be approved when the salary schedule is adopted and will appear on the salary schedule. The placement of new hires on the salary schedule may be affected by recent financial conditions at the District that may have resulted in salary freeze actions. During an active salary freeze, the experience granted to an incoming staff member will be discounted by one (1) year for every year that continuing staff has not received an increase in pay related to experience and/or cost of living adjustments. Once a salary freeze is no longer active, the discount will ‘unwind’ by two (2) years each year until expired.

**Movement on the schedule**
Vertical and horizontal movement will be allowed within the salary schedule. These are the rules for movement:

**Vertical movement (experience).** Annually, in June, certified staff members continuing with the District will be granted an experience (vertical) step on the salary schedule, unless:

1. The Board of Education determines there is a fiscal emergency and does not grant an experience step for salary increases or in lieu of declaring a fiscal emergency, the Board of Education determines there are insufficient budgetary reserves to grant a district-wide raise.

2. The certified staff member is at the bottom of a column and has no additional educational credit to submit.

3. The certified staff member has taught less than 120 contact days during the previous school year.

4. The certified staff member is on a plan of remediation or not in good standing.

If the certified staff member returns after completing at least a 120 contract days as an INR, they may be granted an experience step for the next school year.

**Horizontal credit (education).** In order to move horizontally on the salary schedule, evidence of items to be considered may be submitted once a year. Prior to September 1 of each contract year, items may be submitted to the Human Resources Department for consideration of a horizontal move. If evidence is filed prior to March 1 of each contract year, the Human Resources Department will consider a horizontal move which will amount to one-half (1/2) of the total additional pay that would have been awarded at the beginning of the year.

The following areas are allowable evidence for consideration in an attempt to make a horizontal move:
### Area of professional activity

<table>
<thead>
<tr>
<th>Credit at the rate of activity</th>
<th>Activity rules</th>
</tr>
</thead>
<tbody>
<tr>
<td>College/university credit</td>
<td>a. Work must be completed at an accredited college or university.</td>
</tr>
<tr>
<td></td>
<td>b. A letter grade of “C” or better in the course must be earned in order for it to be counted. In courses in which letter grades are not given, a “pass” or “satisfactory” grade for the course must be obtained in order for it to be counted.</td>
</tr>
<tr>
<td></td>
<td>c. Graduate hours in the teaching major or minor area will be counted. Graduate hours in an advanced education degree program will be accepted.</td>
</tr>
<tr>
<td></td>
<td>d. Undergraduate hours obtained prior to initial employment will not count for salary placement. Undergraduate hours, with prior approval, can be submitted for credit while a District 49 employee.</td>
</tr>
<tr>
<td>Second Career College or University Credit</td>
<td>Typically, this will include only graduate courses but may include undergraduate courses to support license endorsement knowledge. Credit submitted in a non-endorsement related area must have prior approval from Human Resources and the employee’s immediate supervisor and must clearly state what endorsement is being sought and when the required coursework will be completed.</td>
</tr>
</tbody>
</table>
| Uncompensated District in-service training and workshops | One semester hour credit for each 15 clock hours of instruction or participation. Instruction may include development and delivery of in-service training. | a. District sponsored in-service/ training not during regular working hours.  
b. In-service/training provided by other school districts or professional organizations, which is applicable to job not during regular working hours. |
| Supervising a student teacher, intern, or resident teacher | One semester hour for supervising a student teacher. | Being responsible for student teacher. |
| Travel | One semester hour for each week of approved activity or major fraction thereof. Request must be submitted to Human Resources Manager or Director for review and approval | To be recognized, travel must satisfy all of the following purposes:  
a. Broaden the person and his cultural understanding and human relations  
b. Provide for visitation of educational programs allowing for use of ideas in improvement of our educational programs  
c. Specifically relate to the subject areas of the teacher.  
d. Be of not less than one week's duration. |
Revised: August 10, 2017

CROSS REFS:
- GCBC, Professional Staff Supplementary Pay Plans/Overtime
- GCI, Professional Staff Development
The following criteria apply to the District 49 School Family Calendar and should be used when calculating instructional time:

The Board defines “actively engaged in the educational process” as time when students are working toward achieving educational objectives under the supervision of a licensed teacher, including:

- Classroom instruction time
- Individual student work time while at school, including study hall and library research
- School-related field trips
- Independent study insofar as such study is allowed under district policy
- Assemblies

Calculations for contact time may include passing periods between classes.

Time calculated as “actively engaged in the educational process” shall not include:

- Lunch
- Time students spend before school waiting for classes to begin and time after the last class of the day, including waiting for the bus
- Teacher preparation time

Supervision by a licensed teacher shall not require that the teacher be in the student’s physical presence at all times but that the teacher is exercising direction and control over the nature of the student’s activities.

In developing the annual school family calendar, the Chief Education Officer and designees shall only reduce the required student contact hours for allowable activities including parent teacher conferences, teacher in-service efforts and emergency closings made for the health, safety or welfare of students.

All calendars shall include the dates for all professional development programs scheduled for the coming school year. The administration will consider public input from parents and teachers prior to scheduling the dates for staff professional development programs.

If school is closed due to emergencies, so that student-teacher contact time is reduced below the minimum hours/minutes allowed by state law and provided for in the calendar, the Chief Officers shall adjust the calendar to make up for the lost hours/minutes. The Chief Officers shall carefully consider the academic effects as well as impacts on parents/guardians, students, and staff due to schedule changes. The Chief Officers shall consider financial and operational implications of any proposed adjustments to the calendar and shall select the least disruptive option that still preserves the most academic benefit.

A copy of the calendar shall be available to all parents/guardians of students enrolled in district schools. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than thirty (30) days.
It is the expectation of the Board that the Chief Education Officer will annually develop a calendar for final adoption for the next school year as well as a second calendar for the following school year which the board may consider for preliminary approval to assist families and staff in planning vacations and other activities.

- Adopted: February 11, 2010
- Revised: February 11, 2016
- Revised: June 28, 2017
- Revised: August 10, 2017

LEGAL REFS:
- C.R.S. 22-1-112 (school year and national holidays)
- C.R.S. 22-32-109 (1)(m) (duty to determine school year and instruction hours)
- C.R.S. 22-33-102 (1) (definition of academic year)
- C.R.S. 22-33-104 (1) (compulsory attendance law)
- C.R.S. 22-44-115.5 (fiscal emergency)
- 1 CCR 301-39, Rules 2254-R-2.06 (school year and instruction hours; definition of contact/instruction time)

CROSS REFS:
- EBCE, School Closings and Cancellations
Title: Health and Family Life/Sex Education (Exemption Procedure)  
Designation: IHAM-R  
Office/Custodian: Education/Executive Director of Learning Services

1. Exemption will be granted from a specific portion of the health education curriculum on the grounds that the material taught is contrary to the religious beliefs and teachings or closely held personal beliefs of the student or of the student’s parent/guardian. If the request for the exemption is from a specific portion of the health education curriculum that concerns human sexuality, no reason must be given by the parent/guardian when requesting the exemption.

2. A request for exemption must be submitted in writing to the principal at least 10 school days in advance of instruction in that portion of the curriculum for which the exemption is requested.

3. The principal will confer with the teacher to determine the length of time a student will be exempt. The teacher will develop an alternative activity for which the student will receive credit.

4. The principal or teacher will inform the parent/guardian of disposition of the request within 3 school days of receipt of the request.

Student: ___________________________________________ Grade: ____________

Exemption requested for: ____________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Reason: ____________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Parent: __________________________ Telephone: __________________

Parent’s Signature: ______________________________ Date: ________________

• Adopted: September 3, 1998  
• Revised: September 2, 1999  
• Revised: September 2, 2004  
• Reviewed: February 24, 2010  
• Revised: July 10, 2014
• Assigned to CEO: July 10, 2014
• Reviewed: August 10, 2017
USE OF MOVIES
The use of movies shall correlate with and enhance the educational program. The chart below shall guide the selection of movies. No X-rated, NC-17, or full length R-rated movies shall be shown at any grade level.

| RATINGS (based on current movie rating system)* |
|------------------|------------------|------------------|------------------|
| Grade Level      | G                | PG              | PG-13            | R                |
| Pre-K – 5        | Prior permission is required. | May not be shown at these grade levels. | May not be shown at these grade levels. |
| 6-8              | Prior permission is required. | Prior permission is required. | Prior permission is required. |
| 9/12             | No prior permission is required. | No prior permission is required. | Prior permission is Excerpts of R-rated movies may be shown at these grade levels with parental consent. |

When showing a movie which requires parental permission, staff shall notify parents/legal guardians in writing at least five (5) days in advance. Such notification shall include:

a. the name of movie and its rating;
b. rationale for showing the movie;
c. the description of an alternative activity if permission is not granted by the parent/legal guardian; and,
d. a permission form which requires the signature of a parent/legal guardian and which is to be returned to the teacher.

This administrative procedure shall apply to all K-12 programs, and to all Before- and-After School Programs sponsored by the District.

*The Code of Self-Regulation of the Motion Picture Association establishes the following ratings:

G  All ages admitted. General audiences.
PG All ages admitted. Parental guidance suggested. Some material may not be suitable for pre-teenagers.
PG-13 Parents are strongly cautioned to give special guidance for children under 13. Some material may be inappropriate for young children.
R  Restricted. Under 17 requires accompanying parent or adult guardian.
NC-17 No one 17 and under admitted.
X  No one under 17 admitted. (Age limit may vary in certain areas.)
• Adopted: September 13, 2007
• Reviewed: April 28, 2010
• Reassign to Education Office: September 11, 2014
• Revised: August 10, 2017
District 49 Worksheet for Selecting Supplementary Materials

Teacher_________________________School___________________________
Materials being considered_____________________ Date ___________

Supplemental instructional materials are used for less than one-fourth of the instruction of a course.

Does the material under consideration support District 49’s standards, benchmarks, and expectations?

Is it age appropriate?

YES NO

Proceed to use the material per your building guidelines and principal’s approval.

Is it potentially problematic/controversial?

If so, specify how:

Do not use the material.

YES NO

Specifically:
- Are the issues in question within the range, knowledge, maturity, and competence of the student? YES or NO
- Are the potentially controversial issues related to course objectives and District-approved standards and curriculum? YES or NO
- Is there a plan to inform parents of upcoming controversial issues in the curriculum prior to implementing the curriculum? YES or NO

YES NO (on any of the above)

Proceed as per your building guidelines.

Can sufficient modifications be made so that the material is no longer problematic/controversial?

YES NO

List modifications below; file this worksheet with building administrator, and use the material after following any building guidelines.

Modifications: ___________________________________________________

In determining whether material is potentially problematic/controversial, consider three viewpoints: the teacher’s, the parent’s, and the student’s. Can you anticipate concerns in any of the following categories?

- Inappropriate reading level (difficulty of text OR mature content or concepts)
- Controversial material (e.g., sex education, religion, self-esteem)
- Inappropriate language
- Inaccurate/outdated content
- Biases (cultural, gender, ethnic, and/or racial)
- Promotion of political/social/religious agenda
- Inappropriate illustrations
- Others (please elaborate) ____________

Some of the following may be appropriate modifications for potentially problematic material:
- Including material from the opposing point of view in same unit
- Other (please elaborate)
- Correcting inaccurate/outdated information

- Reassign to Education Office: September 11, 2014
- Reviewed: August 10, 2017
District 49 Movie Permission Form Falcon School District 49
MOVIES PERMISSION FORM

Dear Parent/Legal Guardian,

On, ____________________________, 20__, I will be showing the movie(s) entitled ________________________________ to the class. Rating(s): __________________

The reason for showing the movie is _____________________________________________
____________________________________________________________________________

In accordance with School Board Policy IJ, IJ-R, I am required to secure your permission for your child to watch this movie. If you wish to exclude your child from viewing this movie, an alternative activity will be available to him/her.

If you have any questions, please contact (Teacher / Sponsor Name) —at ______
______________________________ (Phone Number / Email)
(Teacher/sponsor name) (Phone number)

* In Before & After School programs, etc., and other classes which focus on film study, teachers/sponsors may utilize a blanket permission form which indicates a group of movies and their ratings and dates on which they are expected to be shown.

____________________________________________________________________________
(Please sign and return to teacher/sponsor.)

________________________________________ has my permission to see the movie(s).

Parent/Legal Guardian Signature
Date ______________________________

________________________________________ does not have my permission to see the movie(s).

Parent/Legal Guardian Signature
Date ______________________________

Reassign to Education Office: September 11, 2014
Revised: August 10, 2017
(Annual Acceptable Use Agreement)

I have read, understand and will abide by the district’s policy on Student Use of the Internet and Electronic Communications. Should I commit any violation or in any way misuse my access to the school district’s technology devices, including use of the Internet and electronic communications, I understand and agree that my access privileges may be revoked and disciplinary and/or legal action may be taken.

If I am 18 years or older, I hereby release the school district from all costs, claims, damages or losses resulting from my use of district technology devices including use of the Internet and electronic communications, including but not limited to any user fees or charges incurred through the purchase of goods and services.

Your signature on this Acceptable Use Agreement is binding and indicates you have read the school district’s policy on Student Use of the Internet and Electronic Communications and understand its significance.

________________________________________________________________________________________

_________________________  __________________________
Student’s Name (Printed)    Date of Birth (day/mo/yr)

_________________________  __________________________
Student’s Signature         Date

If the user is under 18 years of age, a parent or guardian must also sign this agreement.

As the parent or guardian of this student, I have read the district’s policy on Student Use of the Internet and Electronic Communications. I understand that access to the Internet and electronic communications is designed for educational purposes and that the school district has taken reasonable steps to block or filter material and information that is obscene, child pornography or otherwise harmful to minors, as defined by the board. I also recognize, however, that it is impossible for the school district to prevent access to all materials or information I might find harmful or controversial and I agree not to hold the district responsible for any such materials and information accessed by my child. Further, I accept full responsibility for supervision if and when my child’s Internet or electronic communications use is not in a school setting.

I hereby release the school district from all costs, claims, damages or losses resulting from my child’s use of district technology devices, including use of the Internet and electronic communications, including but not limited to any user fees or charges incurred through the purchase of goods or services.

I hereby give permission to issue an Internet and electronic, communications account for my child and certify that the information contained on this form is true and correct.
Your signature on this Acceptable Use Agreement is binding and indicates you have read the district’s policy on Student Use of the Internet and Electronic Communications carefully and understand its significance.

__________________________
Parent/Guardian’s Name (Printed)

__________________________  ________________________
Parent/Guardian’s Signature  Date

- Revised: December 13, 2013
- Revised: August 10, 2017
BOARD OF EDUCATION AGENDA ITEM 9.01

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Monica Deines-Henderson, Director of Nutrition Services</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Nutrition Department Update</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Information</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Annual update to BOE

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

RELEVANT DATA AND EXPECTED OUTCOMES:

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<table>
<thead>
<tr>
<th>Culture</th>
<th>Inner Ring—How we treat each other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Outer Ring—How we treat our work</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Rock #1—Establish enduring trust throughout our community</th>
<th>Major</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rock #2—Research, design and implement programs for intentional community participation</td>
<td></td>
</tr>
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<td></td>
<td>Rock #3—Grow a robust portfolio of distinct and exceptional schools</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Rock #5—Customize our educational systems to launch each student toward success</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING REQUIRED: N/A AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, Chief Education Officer DATE: July 28, 2017
Nutrition Services Update

Monica Deines-Henderson
Director of Nutrition Services
2016-2017 Wrap Up

• Meals Served

Breakfast

• 140,764
• $222,032.10
• Lunch
  • 914,942 meals
  • $1,530,407.75
Summer Meals Program

In 20 days of service to our community:

938 Breakfast served

781 Lunches served
Other Revenue Sources

Ala Carte: $366,994

Adult Meals: $4,691

Catering: $45,557

Summer Meals: $5,045
Revenue to Expenses

Revenue

$3,386,270
103% of budget target

Expense

$3,405,126
104% of budget target

Net Loss $ 18,856
• 3.03 (4) “the food service fund shall be operated as nearly as practicable on a nonprofit basis.”

• 3.03(8) Net Cash resources must be limited to three months average expenditures based upon a nine-month operating year.
This is a follow up to the fiscal year 2015-2016 December Data Pipeline and audit review of excess net cash resources in the food service fund.

Federal regulations (7 CFR 210.19(a)(1)) require state agencies to monitor the level of net cash resources (formally referenced as current operating resources) in districts’ food service fund. These regulations specifically require that the level of net cash resources to not exceed three months’ average expenditures, as reported in the food service fund. State rules (1 CCR 301-11-3.03(8)) clarify that the three months’ average expenditures is based upon a nine-month operating year. Net cash resources is defined as current assets (not including USDA donated commodities/USDA Foods, nor prepaid items) less current liabilities as of June 30, 2016.

As referenced in the district’s FY15-16 Audit and Financial Data Pipeline Submission review letter, the CDE monitoring process revealed the following:

- Net Cash Resources $1,248,469.00
- Total Expenditures $3,450,688.00
- Three-Month Average Expenditures $1,150,229.00
- Resources in Excess $98,240.00

Please respond by including a detailed current spending plan to reduce the amount in excess of the allowable threshold. This plan could include improving the quality of meals or the purchase/replacement of food service equipment, but is not limited to these items. The funds must be used for the support of the food service program pursuant to federal and state rules and regulations, including the CDE approved equipment list or decision tree process.
Plan for drawdown of fund

- Implemented new staffing structure in 2016-17 school year to provide more support to school
- District salary schedule changes
- Save funds for remodel/updating of kitchen/s
Distribution of Expenses

- Salary/Benefits, 1599252.3, 47%
- Supplies, 1529613.64, 45%
- Other purchases, 102305.8, 3%
- Property, 229.99, 0%
- Other objects, 12014.58, 0%
- Prof Svs, 8006.93, 0%
- Pur Svs, 154303.16, 5%
Current Free and Reduced %

- This is for students that attend a school that participates in the National meal program
  - Total students receiving benefits = 26.68%
    - Free = 21.48%
    - Reduced = 5.20%

*More than one out of every 4 students in our District are in a household with food insecurities*
Reauthorization

- Child Nutrition Program must be reauthorized by congress every 5 years. The current authorization expired on Sept 30, 2015. The program has been running on an extension
Goals for 2017-18

• 3rd Annual Food Expo
• Be engaged in the Reauthorization process
• Offer Youth Mental Health First Aid training to all staff
• Reinvest in equipment in certain kitchens
• Prepare for the opening of Londonderry and Liberty Tree schools
Nutrition Department Contributed

$100,000

To the General Fund for the 2016-17 school year
BOARD OF EDUCATION AGENDA ITEM 9.02

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Melissa Andrews, Community &amp; Facility Planning Manager</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Facility Improvements Process</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Information</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Over the past few years, many capital facility projects have occurred in School District 49. Some have followed an informal, undocumented process, while others have been frenetic, undefined and costly. A comprehensive process has been intended for many years as well, but differences in styles and opinions consistently derailed attempts to standardize. A group of persons called the ‘Facility Change Team’ has now pushed through those style preferences to, at long last, come up with a comprehensive process that will provide consistent results for the District.

RATIONALE: District 49 annually takes on $1-2mm in capital improvements, and currently adds to that with $83.5mm of 2016-3B projects. With D49’s need to maximize efficiency and effectiveness, a good, clean, consistent process is needed to ensure that best result.

RELEVANT DATA AND EXPECTED OUTCOMES: Following the established process for all parties (customers included) will ensure all projects are well thought out, properly funded and executed; resulting in best-case results.

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

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<th>Culture</th>
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<td>Rock #1—Establish enduring trust throughout our community</td>
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Each employee brings an area of expertise to any project. Though often unintentional, departments have been overlooked in the process to obtain an objective, resulting in unforeseen issues. By documenting the workflow process, every person involved understands the process and each department has the opportunity to participate and provide necessary information to ensure a successful project/task.

Outer Ring—How we treat our work

Documentation of the process will create a more complete file history of all work done at the District facilities.

Rock #2—Research, design and implement programs for intentional community participation

Trust will be enhanced when the process delivers consistency in approach, execution and delivery of capital projects.

Rock #3—Grow a robust portfolio of distinct and exceptional schools

Rock #4—Build firm foundations of knowledge, skills and experience so all learners can thrive

Rock #5—Customize our educational systems to launch each student toward success
FUNDING REQUIRED: None

AMOUNT BUDGETED: None

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Any endorsement/caution/feedback for staff implementing the process flow presented.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 2, 2017
Facility Change Process Flow

Facility Change Team
- Community & Facility Planning Manager: Melissa Andrews
- Facility Logistics Facilitator: Jennifer Kiggins
- Facilities Manager(s): Ron Lee, CJ Jilek, Daniel Payne
- Purchasing & Contracts Manager: Jim Rohr
- Operations Finance: Ben Tippets, Heather Diaz
Facility Change Process Flow

• What?
  – Any project / maintenance / improvement item in any facility the district owns or occupies.

• Why?
  – Balance the Competing Priorities of:
    • Risk Management
    • Efficiency
    • Effectiveness
Facility Change Process Flow

The Best Choice to Learn, Work and Lead
Facility Change Process Flow

Chief Officer Role is supervisory only

Facility Change Team
- Facility Logistics
- Community & Facility Planning Mgr
- Purchasing & Contracts Mgr
- Facility Mgmt
- Finance

Boxes corresponding to above colors indicate ‘1st Chair’ responsibility. A team environment is expected and so 2nd and 3rd chair roles are frequently appropriate.

all decision boxes further explained on next page

all dark outline, red shadowed boxes further defined and clarified on next page
Facility Change Process Flow

Customers may explore idea feasibility, wide scope thoughts, & 'fat thumb' estimates via email, but NO real/formal action will occur until the customer has entered a request in Schooldude and the process herein is followed with only rare, specifically approved, exceptions.

Capital Fund Facility Change Priorities identified by process and authorized by BoE

General Fund Facility Change Priorities identified by Senior Leaders, authorized by BoE if highly visible and/or material in cost

Intended Facility Change Request entered into Schooldude. Schooldude message center becomes official record of communications.

Facility Logistics Staff evaluates request for routing determination and completeness of funding source info.
Facility Change Process Flow

Work Order Flow

- Work Order and RWA established
- W/O re-eval for project detem. & scheduling vs. outsourcing

Project Flow

Yes:
- Schooldude Project Open; Referred to CommFacPln

No:
- Community & Facility Planning Mgr scopes project with internal and external expert inputs as necessary. BoE notification/approval as appropriate.
Facility Change Process Flow
Facility Change Process Flow

Plan walkthrough with Customer to review full plan & cost estimate

- Proceed as presented?
  - Yes: Contract signed (if nec.), Budget codes assigned, funding resource confirmed & allocated
  - No: Re-scope

- No Abandon

Project Oversight: Issues 'OK to Go' comm with vendor/internal resource

Facilities Mgmt, Logistics & Finance monitor progress with reference to contract SLA/scope/timing definitions and expectations, along with customer/Bldg Mgr observations.

Concerns/Issues?
  - Yes: D
  - No: Re-scope

The Best Choice to Learn, Work and Lead
Facility Change Process

1. Identification: Identify the need for change.
2. Analysis: Evaluate the necessity and feasibility of the change.
3. Planning: Develop a plan with clear timelines and responsibilities.
4. Approval: Seek approval from stakeholders.
5. Implementation: Execute the plan with appropriate resources.
6. Monitoring: Oversee the implementation process to ensure compliance.
7. Evaluation: Assess the outcome and make necessary adjustments.

- Successful Navigation?
- Changes vetted / communicated; formal re-approval sought if necessary
- High Vis or Material A?
- Contract A Needed?
- Contract is adjusted for new criteria
- Acceptable Changes?
- Revisit?
Facility Change Process Flow

- Project work completed/closed; Customer feedback is gathered for Perf. Imp.
- Project Accounting closed out
- Contract closed out (if nec.)
- Project is abandoned & settled legal or negotiated if nec.

The Best Choice to Learn, Work and Lead
Facility Change Process Flow

**Objective Criteria / Processes includes:**
- cost estimate > $5,000?
- any likelihood of permit required?
- MLO or Capital Reserve Funds involved?
- potential impacts beyond requesting facility?

**Policy / Strategy / Process Implications for selected boxes**
- Capital Fund Facility Change Priorities identified by process and authorized by BoE
- Annual process for site visits led by CFPM and staffed with Facilities representatives
- Full list compiled by CFPM, valued and prioritized by CFPM and Operations Management
- Available Capital Funds quantified in proposed and amended budget processes
- Prioritized List presented to Chief Officer Team for review and approval
- Fully vetted list presented to BoE for review and approval

---

### (1) Project Definition?

- **(A)**
- Does necessary expertise reside in house?
- Is risk management a concern?
- Is all necessary equipment already in place, or can equipment be nominally rented, or is new equipment a wise investment to be used later?

---

### (2) Feasible for In-sourcing?

- **(B)**

---

The Best Choice to Learn, Work and Lead
Facility Change Process Flow

• Intentions & Conclusions:
  – This flow, like any realistic flow is designed to cover most scenarios, but not all.
  – The Facility Change Team (FCT) is empowered (expected) to play to their strengths, and to defer to others’ strengths.
  – When in doubt, the default position will lean toward communication and collaboration with FCT - rather than a ‘my call’ style.
Facility Change Process Flow

• Intentions & Conclusions (cont.):
  – Chief Officer role is supervisory and trouble-shooting only – not ‘stepping in’ or overriding the FCT, or any individual member.
  – This process flow is not simply intended for quick results. It is intended for efficient & effective process – balancing competing risks & opportunities (which does includes timeliness), for the best overall result.
BACKGROUND INFORMATION, DESCRIPTION OF NEED: With the passage of ballot initiative 2016-3B in November 2016, District 49 was authorized to invest in capital facility priorities as follows:

1. ATTRACTING AND RETAINING HIGHLY EFFECTIVE TEACHERS BY OFFERING SALARIES AND BENEFITS THAT ARE COMPETITIVE WITH OTHER DISTRICTS IN EL PASO COUNTY;
2. MAKING PRIORITY CAPITAL IMPROVEMENTS TO RESTORE AND REFURBISH ALL EXISTING EDUCATIONAL FACILITIES ON A REGULAR PATTERN GOING FORWARD;
3. INVESTING IN THE TRADITIONAL HIGH SCHOOLS TO ENSURE THE BUILDINGS PROVIDE EQUITABLE OPPORTUNITIES FOR STUDENTS AND SAFE AND EFFECTIVE ENVIRONMENTS FOR STUDENT ACHIEVEMENT;
4. CONSTRUCTING TWO K-5 NEIGHBORHOOD SCHOOLS, IN ORDER TO SERVE CURRENT DEMAND IN THE CENTRAL AND NORTHERN PORTIONS OF THE DISTRICT;

Priority One is greyed out for this presentation as it is not a capital focused item like priorities 2-4.

The consistent presentation and intention of the ballot initiative was that priority two, above, was to have $20.0 mm generated through Certificate of Participation Financing and allocated to all district facilities.

The consistent presentation and intention of the ballot initiative was that priority three, above, was to have $17.5mm generated through Certificate of Participation Financing and allocated to the three ‘regular’ high schools.

The consistent presentation and intention of the ballot initiative was that priority two, above, was to have $46.0 mm generated through Certificate of Participation Financing and allocated to all district facilities.

In January 2016, Wember, Inc. was retained to provide ‘Owner’s Rep’ services for D49 along with a designated employee, Ron Lee – tabbed as the D49 16-3B Project Manager. Together, they will provide project oversight and regular reporting on the progress of all 16-3B projects.

RATIONALE: District 49 needs to utilize expertise that is not normally kept in house to ensure projects are executed and delivered as presented to the constituents and intended by District leaders.

RELEVANT DATA AND EXPECTED OUTCOMES: It is expected that projects will be pursued in a logical sequence, that appropriate decisions will be made to maximize the efficiency and effectiveness of the resulting changes and that all priorities will be accomplished within funding limitations established by the CoP financing.

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

<table>
<thead>
<tr>
<th>Culture</th>
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<tbody>
<tr>
<td>Inner Ring—How we treat each other</td>
<td></td>
</tr>
<tr>
<td>Outer Ring—How we treat our work</td>
<td>Carefully and intentionally managing each project to the best possible outcome.</td>
</tr>
<tr>
<td><strong>Strategy</strong></td>
<td><strong>Execution</strong></td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Rock #1</strong>—Establish enduring <strong>trust</strong> throughout our community</td>
<td>Executing project work with fidelity to the verbiage of the ballot initiative and communications and intentions of the campaign in support of the initiative.</td>
</tr>
<tr>
<td><strong>Rock #2</strong>—Research, design and implement programs for intentional <strong>community</strong> participation</td>
<td></td>
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</tr>
</tbody>
</table>

**FUNDING REQUIRED:** None  
**AMOUNT BUDGETED:** $86.5mm  
**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** Receive report of projects’ status and make any inquiries needed for clarity and public perspective and perception.  
**APPROVED BY:** Brett Ridgway, Chief Business Officer  
**DATE:** August 2, 2017
Project Update Report

Project Name: District 49 Schools – P2 Projects
Wember Inc. Project Number: 2016.63
Issue Date: August 2, 2017

The purpose of this update is to report on the current status of the District 49 School P2 Projects. This report is to serve as a summary of pertinent information related to the project at this point:

Summary

- Projects below are information thru August 2nd 2017
- Contracts are only put in if they have been encumbered through the PO process. Those still in that process are not shown.
- Focus of the work at this time, summer project closeout. Projects that will not be complete as expected are a few of the entries due to a construction error. The pour-in-place due to the amount of rain in place.
- Over the next month Wember and the District’s focus will be on organizing and planning the next round of projects.
<table>
<thead>
<tr>
<th>Zone</th>
<th>School Name</th>
<th>Current Budget</th>
<th>Committed Cost</th>
<th>Projected To Complete</th>
<th>Incurred Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Falcon Zone</td>
<td>FHS - Falcon High School</td>
<td>$1,378,000.00</td>
<td>$77,910.00</td>
<td>$622,090.00</td>
<td>$24,555.75</td>
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<tr>
<td></td>
<td>FMS - Falcon Middle School</td>
<td>$2,441,000.00</td>
<td>$800,729.07</td>
<td>$793,703.00</td>
<td>$46,567.93</td>
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<td></td>
<td>FES - Falcon Elementary School</td>
<td>$1,039,500.00</td>
<td>$462,882.42</td>
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<td></td>
<td>MRE - Meridian Ranch Elementary School</td>
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<td>WHE - Woodmen Hills Elementary School</td>
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<td>$370,368.00</td>
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<td>Power Zone</td>
<td>VRH - Vista Ridge High School</td>
<td>$1,167,500.00</td>
<td>$38,414.74</td>
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<tr>
<td></td>
<td>SMS - Skyview Middle School</td>
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<td>OES - Odyssey Elementary School</td>
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<td></td>
<td>RVE - Ridgeview Elementary School</td>
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<td>$351,006.00</td>
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<td></td>
<td>SES - Stetson Elementary School</td>
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<td>Sand Creek Zone</td>
<td>SCH - Sand Creek High School</td>
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<tr>
<td></td>
<td>HMS - Horizon Middle School</td>
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<td>RME - Remington Elementary School</td>
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<td>SRE - Springs Ranch Elementary School</td>
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### Falcon High School P2 Financial

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<th>Task</th>
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<th>Duration</th>
<th>Resource Names</th>
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<td><strong>A.1.F 06-Lighting &amp; Automation</strong></td>
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**Total**

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**Total**

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<th>(Over)/Under</th>
<th>Incurred</th>
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**Updates**

- Baseball field design to be released end of this week followed by pricing in two weeks.
- Pricing for HVAC to be issued to the District Mid-August.
  - Previous early estimates have been targeted on budget.
### Falcon Middle School P2 Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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</thead>
<tbody>
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<td>Bryan Construction</td>
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<td>03-Classroom flooring</td>
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<td>04-Roof replacement</td>
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<tr>
<td>05-LED Lighting upgrades</td>
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<td>06-Fixed furnishings</td>
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<td>07-Pave bus loop</td>
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<td>08-Exterior concrete repair and drainage</td>
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<td>09-Custodial equipment upgrade</td>
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<td>10- Safety Interior and exterior cameras</td>
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<td>14- Paint - Exterior</td>
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**Updates**
- Office remodel complete, minor touch-up work will be complete during off hours. Space is functional.
- Library construction on-going, to be complete by the end of August.
## Falcon Elementary School P2 Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>A Initial Budget</th>
<th>C Current Budget</th>
<th>G Committed Cost</th>
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**Total** $1,039,500.00 $1,039,500.00 $462,882.42 $130,000.00 $446,617.58 $120,316.17

### Task Name

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<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Falcon Elementary School of Technology</td>
<td>Tue 5/30/17</td>
<td>Fri 10/20/17</td>
<td>104 days?</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>01-Safe Entry</td>
<td>Tue 5/30/17</td>
<td>Fri 10/20/17</td>
<td>104 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>Safe Entry Doors</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
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<td>Entry Canopy</td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>10 days</td>
<td>Alerio</td>
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<tr>
<td>02-Intercom system</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>46 days</td>
<td>Olinook</td>
</tr>
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<td>03-Basketball Courts</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>46 days</td>
<td>Performance Recreation</td>
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<td>04-Pour in place</td>
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<td>Fri 8/11/17</td>
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<td>06-ADA walkway</td>
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<td>07-Playground</td>
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<tr>
<td>08-Flooring throughout</td>
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<tr>
<td>09-Paint classrooms</td>
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<td>13-Fixed furnishings</td>
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</tbody>
</table>

**Update**

- Pour-in-place at playground due to rain will not be complete by school start, should be complete within two weeks weather dependent.
  - Weather dependent should be complete August 5th.
- Canopy at entry will not be in place at the start of school, will be installed during fall break. Will not be affect any functions.
## Meridian Ranch Elementary School P2 Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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<td>01-Paint - Interior</td>
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<td>Tue 8/1/17</td>
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<td>AMC Painting</td>
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<tr>
<td>02-Paint - Exterior</td>
<td>Mon 7/24/17</td>
<td>Fri 8/18/17</td>
<td>20 days</td>
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<tr>
<td>03-Flooring</td>
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<td>Fri 10/20/17</td>
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<td>United Flooring</td>
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<tr>
<td>Phase 1 - Halls, Admin &amp; Cafeteria</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
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<td>Tue 8/1/17</td>
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<tr>
<td>07-Safe Entry</td>
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<td>08-Building Automation</td>
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### Updates

- Pour-in-place at playground is complete at this school.
- Building Automation funds have been reduced as the amount allocated was less than all the requests.
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
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<tr>
<td>Woodmen Hills Elementary School</td>
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<td>Fri 10/20/17</td>
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<td>Wells &amp; West</td>
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<tr>
<td>01-Safe Entry</td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>10 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>02-Flooring refresh</td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>104 days</td>
<td>United Flooring</td>
</tr>
<tr>
<td>Phase 1:</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>46 days</td>
<td>AMC Painting</td>
</tr>
<tr>
<td>Phase 2:</td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>10 days</td>
<td>AMC Painting</td>
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<tr>
<td>03-Paint-Interior</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>46 days</td>
<td>AMC Painting</td>
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<tr>
<td>Phase 1 - Halls &amp; Entry</td>
<td>Tue 5/30/17</td>
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<td>46 days</td>
<td>AMC Painting</td>
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<td>Phase 2</td>
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<td>Fri 10/20/17</td>
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<td>05-Parking</td>
<td>Sat 7/1/17</td>
<td>Fri 9/29/17</td>
<td>65 days?</td>
<td>Olginook</td>
</tr>
<tr>
<td>Design</td>
<td>Sat 7/1/17</td>
<td>Fri 9/29/17</td>
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<tr>
<td>Construction</td>
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</tr>
<tr>
<td>06-Security Cameras</td>
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<tr>
<td>07-Security Storage</td>
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<tr>
<td>08-Building automation</td>
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<tr>
<td>09-Pour-in-place</td>
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<tr>
<td>10-Turf - Play Area</td>
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<td>11-Curb - NW Play Area</td>
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<tr>
<td>12-LED Fixture lighting upgrade</td>
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Updates
- Priority numbers 9-12 are not funded as the amount allocated was less than all the requests.
### Vista Ridge High School P2 Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-Safety Ext/Int Cameras - Safety</td>
<td>Mon 5/1/17</td>
<td>Fri 8/3/18</td>
<td>330 days</td>
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<tr>
<td>02-Security Storage or Lighting - Safety</td>
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<tr>
<td>03-ADA Walkway - Safety</td>
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<tr>
<td>04-HVAC System Improvement</td>
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<td>Construction</td>
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<td>05- Paving - Access Road</td>
<td>Tue 5/30/17</td>
<td>Fri 7/7/17</td>
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<td>06-Landscape - Logo</td>
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<tr>
<td>07-Landscape - Retaining Wall</td>
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<tr>
<td>08- Flooring Improvements - Concessions</td>
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<tr>
<td>09-Paving/Curb</td>
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<tr>
<td>10- Paving - Bus Loop/Student Lot</td>
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<tr>
<td>11-Custodial Equip.</td>
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<tr>
<td>12-Contingencey</td>
<td>Mon 5/1/17</td>
<td>Fri 8/3/18</td>
<td>330 days</td>
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</table>

**Updates**

- HVAC design will be complete early August, GMP (Guaranteed Maximum Price) will be issued mid-August.
  - Previous estimates are tracking on budget.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total-Contingency - Unallocated Funds</td>
<td>Mon 5/1/17</td>
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<table>
<thead>
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<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-Safety Ext/Int Cameras - Safety</td>
<td>Mon 5/1/17</td>
<td>Fri 8/3/18</td>
<td>330 days</td>
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<tr>
<td>02-Security Storage or Lighting - Safety</td>
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<tr>
<td>03-ADA Walkway - Safety</td>
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<tr>
<td>04-HVAC Improvements and Gym - Bldg Efficiency</td>
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<tr>
<td>05-Paving - Access Road - Safety</td>
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<td>06-Landscape - Retaining Wall - Athletics</td>
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<td>07-Landscape - Logo</td>
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<td>08-Flooring Improvements - Concessions - Safety</td>
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<tr>
<td>09-Paving/Curb</td>
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<tr>
<td>10- Paving - Bus Loop/Student Lot</td>
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<tr>
<td>11-Custodial Equip.</td>
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<tr>
<td>12-Contingencey</td>
<td>Mon 5/1/17</td>
<td>Fri 8/3/18</td>
<td>330 days</td>
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</tbody>
</table>

**Updates**

- HVAC design will be complete early August, GMP (Guaranteed Maximum Price) will be issued mid-August.
  - Previous estimates are tracking on budget.
### Skyview Middle School P2 Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
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<th>Resource Names</th>
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<tbody>
<tr>
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<td><strong>Contingency</strong></td>
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<td>$325,000.00 $576,479.50</td>
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<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
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<tr>
<td><strong>Skyview Middle School</strong></td>
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<tr>
<td><strong>B.2.A 01-Flooring - Flooring</strong></td>
<td>Tue 5/30/17</td>
<td>Fri 10/20/17</td>
<td>104 days?</td>
<td>United Flooring</td>
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<td><strong>B.2.B 02-Paint - Interior - Paint</strong></td>
<td>Tue 5/30/17</td>
<td>Fri 10/20/17</td>
<td>104 days?</td>
<td>Sealwise</td>
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<td><strong>B.2.C 03-Paint - Exterior - Paint</strong></td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>10 days</td>
<td>United Flooring</td>
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<tr>
<td><strong>B.2.D 04-Security Entry - Safety</strong></td>
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<td>AMC Painting</td>
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<tr>
<td><strong>B.2.E 05-LED Fixture Upgrade - Lighting</strong></td>
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<td>AMC Painting</td>
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<tr>
<td><strong>B.2.F 06-HVAC Improvements - Bldg Efficiency</strong></td>
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<td>Wells &amp; West</td>
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<tr>
<td><strong>B.2.G 07-Bldg Automation Upgrade - Bldg Efficiency</strong></td>
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<td><strong>B.2.H 08-Roof Replacement - Building Efficiency</strong></td>
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<tr>
<td><strong>B.2.I 09-Bleachers - Softball and Football - Athletic</strong></td>
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<tr>
<td><strong>B.2.J 10-Logo - Gym Floor - Athletics</strong></td>
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<td><strong>B.2.K 11-Custodial Equip - Bldg Efficiency</strong></td>
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<tr>
<td><strong>B.2.L Contingency - Unallocated Funds</strong></td>
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<td><strong>B.2.M 12-Furniture - Bldg. Efficiency</strong></td>
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</tbody>
</table>

**Task Name**
- **Skyview Middle School**
- **Start**
- **Finish**
- **Duration**
- **Resource Names**

### Task List
- 01-Flooring refresh
  - Phase 1 - Halls & Entry
  - Phase 1 - Cafeteria
  - Phase 2
- 02-Paint Refresh - Interior
  - Phase 1 - Halls & Entry
  - Phase 2
- 03-Paint - Exterior
- 04-Security Entry
- 05-LED Fixture Lighting upgrade
- 06-HVAC Improvements
- 07-Building Automation
- 08-Roof replacement
- 09-Bleachers -Softball and football
- 10-Logo - Gym Floor
- 11-Custodial Equipment
- 12-Update Furniture
- 13-Contingency
## Odyssey School P2 Financial

<table>
<thead>
<tr>
<th>A Initial Budget</th>
<th>C Current Budget</th>
<th>G Committed Cost</th>
<th>H Projected To Complete</th>
<th>I Projected (Over)/Under</th>
<th>J Incurred Costs</th>
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</thead>
<tbody>
<tr>
<td><strong>B.3.A 01- Replace Modular Bldg. Support</strong></td>
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### Updates
- Allies building is in the design phase.
## Ridgeview Elementary School P2 Financial

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<th>Resource Names</th>
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<tbody>
<tr>
<td>01-Safe Entry</td>
<td>Tue 5/30/17</td>
<td>Fri 9/1/17</td>
<td>69 days</td>
<td>Wells &amp; West</td>
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<tr>
<td>02-Fencing</td>
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<tr>
<td>03-Security Cameras – Int/Ext</td>
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<tr>
<td>04-Security Storage</td>
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</tr>
<tr>
<td>05-Paint – Interior</td>
<td>Tue 5/30/17</td>
<td>Fri 10/20/17</td>
<td>104 days</td>
<td>AMC Painting</td>
</tr>
<tr>
<td>Phase 1 - Hallways &amp; Entry</td>
<td>Tue 5/30/17</td>
<td>Fri 8/1/17</td>
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<td>Phase 2</td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>10 days</td>
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<tr>
<td>06-Flooring</td>
<td>Tue 5/30/17</td>
<td>Fri 10/20/17</td>
<td>104 days</td>
<td>United Flooring</td>
</tr>
<tr>
<td>Phase 1: Hallways &amp; Cafeteria</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>46 days</td>
<td>United Flooring</td>
</tr>
<tr>
<td>Phase 2:</td>
<td>Mon 10/9/17</td>
<td>Fri 10/20/17</td>
<td>10 days</td>
<td>United Flooring</td>
</tr>
<tr>
<td>07- Turf – Play Area</td>
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<tr>
<td>08- Pour in place</td>
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<td>09-Equipment Paint</td>
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<td>10-Custodial equipment</td>
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<td>11-LED Fixture Upgrade – Lighting</td>
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<td>12-Bldg. Automation Upgrade – Safety</td>
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<tr>
<td>13-Contingency</td>
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</tbody>
</table>

### Design
- Window wall frames installed incorrectly by contractor for safe entry work.
  - Contractor is resolving issue at no cost to the district, and will work on weekends to avoid any impact on school functions. However safe entries will not be complete at the start of school. Space is clean and will not appear to be under construction.
- Priority number 12 is not funded as the amount allocated was less than all the requests.
### Task Task Name

**Stetson Elementary School**

- **01-Safe Entry Secure front entry**
  - Start: Tue 5/30/17
  - Finish: Fri 10/20/17
  - Duration: 104 days?
  - Resource Names: Wells & West
- **02-Restroom refresh**
  - Start: Mon 10/9/17
  - Finish: Fri 10/20/17
  - Duration: 10 days?
  - Resource Names: Performance Recreation
- **03-Turf -Play Area**
  - Start: Fri 9/1/17
  - Finish: Thu 9/21/17
  - Duration: 15 days?
  - Resource Names: Performance Recreation
- **04-Pour in place - Playground**
  - Start: Tue 5/30/17
  - Finish: Fri 8/18/17
  - Duration: 59 days
  - Resource Names: Performance Recreation
- **05 - Drainage - Playground**
  - Start: Mon 10/9/17
  - Finish: Fri 10/20/17
  - Duration: 104 days
  - Resource Names: United Flooring
- **06-Flooring refresh**
  - Start: Tue 5/30/17
  - Finish: Fri 10/20/17
  - Duration: 104 days
  - Resource Names: All Seasons Heating
- **07-Fixed furnishings**
- **08-Paint Interior**
- **09-Paint Exterior**
- **10-Blinds for classrooms**
- **11-Removable Wall - Gym**
- **12-Sound system**
- **13-Staff lounge refresh**
- **14-Parking repair**
- **15-Furniture - Library furniture**
- **16-LED Fixture Upgrade**
- **17-Contingency**

#### Update
- Preschool Pour in Place playground will not be complete due to weather.
  - Weather dependent should be complete by August 9th.
## Sand Creek High School P2 Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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</thead>
<tbody>
<tr>
<td><strong>Sand Creek High School</strong></td>
<td></td>
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</tr>
<tr>
<td>C.1.A 01- Safe Entry – Safety</td>
<td>Tue 5/30/17</td>
<td>Fri 8/3/18</td>
<td>309 days</td>
<td>Nunn Construction</td>
</tr>
<tr>
<td>C.1.B 02- Turf – Stadium – Athletics</td>
<td>Tue 5/30/17</td>
<td>Fri 8/3/18</td>
<td>309 days</td>
<td>HW Houston</td>
</tr>
<tr>
<td>C.1.C 03- Track Resurface – Athletics</td>
<td>Tue 5/30/17</td>
<td>Fri 8/3/18</td>
<td>309 days</td>
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<td>C.1.D 04- Flooring – Flooring</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
<td>45 days</td>
<td>HW Houston</td>
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<td>C.1.E 05- LED Fixture Upgrade – Lighting</td>
<td>Tue 5/30/17</td>
<td>Fri 11/24/17</td>
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<td>Nunn Construction</td>
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<td>C.1.F 06- Paint Interior</td>
<td>Tue 5/30/17</td>
<td>Wed 11/22/17</td>
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<td>C.1.G 07- Paint Exterior</td>
<td>Tue 5/30/17</td>
<td>Fri 8/3/18</td>
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<td>HW Houston</td>
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<td>C.1.H 08- Auditorium Refresh –Stage Curtains</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<td>HW Houston</td>
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<tr>
<td>C.1.I 09- Auditorium Refresh –Lighting</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<td>HW Houston</td>
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<td>C.1.J 10- Auditorium Refresh –Sound System</td>
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<td>45 days</td>
<td>HW Houston</td>
</tr>
<tr>
<td>C.1.K 11- Auditorium Refresh –Resurfacing Stage</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
<td>45 days</td>
<td>HW Houston</td>
</tr>
<tr>
<td>C.1.L 12- Fire Safety –Electrical Upgrades</td>
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<td>Fri 8/3/18</td>
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<td>HW Houston</td>
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<tr>
<td>C.1.M 13- Remove Modular</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
<td>45 days</td>
<td>HW Houston</td>
</tr>
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<td>C.1.N 14- Scoreboards – Baseball – Athletics</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
<td>45 days</td>
<td>HW Houston</td>
</tr>
<tr>
<td>C.1.O 15- Scoreboards – Softball – Athletics</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
<td>45 days</td>
<td>HW Houston</td>
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<tr>
<td>C.1.P 16- Scoreboards – JV Soccer – Athletics</td>
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<td>Fri 8/3/18</td>
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<td>C.1.Q 17- Furniture – Classroom Chairs</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<td>C.1.R 18- Furniture – Classroom Desk</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<tr>
<td>C.1.S 19- Bleachers – Gym - Athletics</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<tr>
<td>C.1.U 21- Security Storage – Safety</td>
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<td>Fri 8/3/18</td>
<td>45 days</td>
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<tr>
<td>C.1.V 22- Security Clocks –Safety</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<td>HW Houston</td>
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<tr>
<td>C.1.W 23- Security Intercom - Safety</td>
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<td>Fri 8/3/18</td>
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<tr>
<td>C.1.X 24- Security – Bell Sys - Safety</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<tr>
<td>C.1.Y Contingency – Unallocated Funds</td>
<td>Mon 6/4/18</td>
<td>Fri 8/3/18</td>
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<tr>
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<td>Start Date</td>
<td>End Date</td>
<td>Duration</td>
<td>Contractor</td>
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<td>Phase 1 - Halls &amp; Admin</td>
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<td>Phase 2 - Pendant Fixtures</td>
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<td>Wed 11/22/17</td>
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<td>06-Paint - Interior</td>
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<td>07-Paint - Exterior</td>
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<td>08-Auditorium - Stage Curtain</td>
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<td>09-Auditorium - Lighting</td>
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<td>10-Auditorium - sound system</td>
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<td>11-Auditorium - Resurface stage</td>
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<td>12-Fire Safety - electrical upgrades</td>
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<td>13-Remove Modular</td>
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<td>14-Scoreboards - Baseball</td>
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<td>15-Scoreboards - Softball</td>
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<td>16-Scoreboard - JV Soccer</td>
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<td>17-Furniture - Chairs</td>
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<tr>
<td>18-Furniture - Desks</td>
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<td>19-Bleachers - Gym</td>
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<td>20-Security Cameras - Int./ext.</td>
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<td>21-Security Storage</td>
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<td>22-Security - Clocks</td>
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<td>23-Security - Intercom System</td>
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<td>24-Security - Bell System</td>
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<tr>
<td>25-Contingency</td>
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</table>

**Projects in progress**
- Window for safe entry was built incorrectly by sub-contractor new window is in production at no additional cost to the district. Will be installed as soon as manufactured.
  - Safe entry will function like previous years until window is installed.
- Initial estimate for turf and track was significantly over budget. Contractor and design engineering looking at value engineering options to reduce cost.
**Horizon Middle School Financial**

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
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<td>Tue 5/30/17</td>
<td>Fri 10/27/17</td>
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<td>01-Entry/safe Entry</td>
<td>Mon 7/10/17</td>
<td>Fri 10/27/17</td>
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<td>Bryan Construction</td>
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<td>02-ADA Walkway</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
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<tr>
<td>03-Door Replacement</td>
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<tr>
<td>04-LED Fixture Lighting upgrade</td>
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<tr>
<td>05-Paint - interior</td>
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<tr>
<td>06-Library Refresh</td>
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<tr>
<td>07-Flooring -Classrooms Bldg. Efficiency</td>
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<tr>
<td>Contingency - Unallocated funds</td>
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<td><strong>Total</strong></td>
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<td>$1,538,500.00</td>
<td>$247,219.75</td>
<td>$770,103.34</td>
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**Update**
- Library construction is complete, temporary administration office is set up in library. Administration office demolition is complete.
  - General contractor has set-up safety barriers to separate construction zone from school functions.
### Evan International Elementary School Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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</thead>
<tbody>
<tr>
<td>01-Safe Entry</td>
<td>Tue 5/30/17</td>
<td>Fri 9/8/17</td>
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<td>Wells &amp; West</td>
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<tr>
<td>02-Security Cameras – Int/Ext</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Alerio</td>
</tr>
<tr>
<td>03-Security Storage</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Performance Recreation</td>
</tr>
<tr>
<td>04-Security -Intercom</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
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<tr>
<td>05-HVAC System improvements</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
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<tr>
<td>06-Fire Suppression</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
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<tr>
<td>07-Bldg Automation Upgrade</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
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<tr>
<td>08-Pour in Place</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>09-Turf - Play area</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>10-Drainage - Playground</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
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<tr>
<td>11-Flooring refresh</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>12-Restroom refresh</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>13-LED lighting upgrade</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>14-Fixed furnishing</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
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<tr>
<td>15-Weatherproof Wall</td>
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<td>Thu 8/1/17</td>
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<td>Wells &amp; West</td>
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<tr>
<td>16-Paint- Interior – Paint</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
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<tr>
<td>17-Paint-Exterior – Paint</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
</tr>
<tr>
<td>18-Contingency</td>
<td>Tue 5/30/17</td>
<td>Thu 8/1/17</td>
<td>46 days</td>
<td>Wells &amp; West</td>
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</tbody>
</table>

### Updates

- Pour-in-place at playground due to rain will not be complete by school start.
  - Due to weather and delay of all pour-in-place projects, the district has prioritized different schools based on need and Evans is a priority three. This should be complete by August 31st.
- Canopy at entry will not be in place at the start of school, will be installed during fall break. Will not be affect any functions.
## Remington Elementary School Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Budget</th>
<th>Start</th>
<th>Finish</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-Pour In Place</td>
<td>$140,000.00</td>
<td>Tue 5/30/17</td>
<td>Fri 9/29/17</td>
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<tr>
<td>02-Playground Equipment</td>
<td>$200,000.00</td>
<td>Tue 5/30/17</td>
<td>Fri 8/1/17</td>
<td>Performance Recreation</td>
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<tr>
<td>03-Paint Refresh</td>
<td>$75,000.00</td>
<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>Wells &amp; West</td>
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<tr>
<td>04-Flooring</td>
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<td>Tue 5/30/17</td>
<td>Tue 8/1/17</td>
<td>Wells &amp; West</td>
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<tr>
<td>05-Security Cameras – Int/Ext -Safety</td>
<td>$10,200.00</td>
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<td>Tue 9/29/17</td>
<td>Wells &amp; West</td>
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<tr>
<td>06-Security Storage – Safety</td>
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<tr>
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<td>08-Safe Entry – Safety</td>
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<tr>
<td>09-Bldg Automation Upgrade</td>
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<td>10-HVAC improvements –</td>
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<td><strong>$791,500.00</strong></td>
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### Projects in progress
- Window wall frames installed incorrectly by contractor for safe entry work.
  - Contractor is resolving issue at no additional cost to the district, and will work on weekends to avoid any impact on school functions. However safe entries will not be complete at the start of school. Space is clean and will not appear to be under construction.
- Pour-in-place at playground due to rain will not be complete by school start.
  - Due to weather and delay of all pour-in-place projects, the district has prioritized different schools based on need and Remington is a priority two. This should be complete by August 18th. New playground equipment is installed.
- Priority numbers 9-10 are not funded as the amount allocated was less than all the requests.
### Springs Ranch Elementary School Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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<td>03-Security Cameras – Int.</td>
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<td>04-Security – Ext lighting</td>
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<td>08-Canopy</td>
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<td>10-Irrigation - Garden Program</td>
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<td>15- Contingency</td>
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</table>

**Projects in progress**

- Window wall frames installed incorrectly by contractor for safe entry work.
  - Contractor is resolving issue at no additional cost to the district, and will work on weekends to avoid any impact on school functions. However safe entries will not be complete at the start of school. Space is clean and will not appear to be under construction.
- Pour-in-place at playground due to rain will not be complete by school start.
  - Due to weather and delay of all pour-in-place projects, the district has prioritized different schools based on need and Springs Ranch is a priority three. This should be complete by August 26th.
### Springs Studio for Academic Excellence Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Initial Budget</th>
<th>Current Budget</th>
<th>Committed Cost</th>
<th>Projected To Complete</th>
<th>Projected (Over)/Under</th>
<th>Incurred Costs</th>
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<td>D.1.A 01-Loftwall System</td>
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### Task Management

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<th>Resource Names</th>
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<tr>
<td>02-3 Form wall System/Counselor</td>
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<tr>
<td>03-Pour in Place playground refurb/addition</td>
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<tr>
<td>04-Whiteboard refresh</td>
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<tr>
<td>05-K-1 Kitchen Counter Install</td>
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<td>06-Contingency</td>
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### Falcon Legacy Campus Financial

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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<tbody>
<tr>
<td>01-Technology Refresh (Switches, Cables, Panels, etc.)</td>
<td>Mon 5/1/17</td>
<td>Mon 5/1/17</td>
<td>1 day?</td>
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<tr>
<td>02-Safety &amp; Security (Roof Leaks, Walkways, Bathroom Repairs, etc.)</td>
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<tr>
<td>02-Reconfigure Old Bathroom, Concrete Work, Etc</td>
<td></td>
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<tr>
<td>03-Bathroom Expansion Walls, Drywall</td>
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<tr>
<td>04-Plumbing Fixtures</td>
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<tr>
<td>05-Toilet Compartments</td>
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<tr>
<td>06-Conference Room Carpet</td>
<td></td>
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<tr>
<td>07-New Ceiling Grid</td>
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<td></td>
</tr>
<tr>
<td>08-Wall Tile Install Boys, Girls, and Staff</td>
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<tr>
<td>09-Final Electrical</td>
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<td>10-Plumbing Underground - Water Runs</td>
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<td>11-Concrete Repair</td>
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<tr>
<td>12-Add Additional Parking Lot Pole</td>
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<tr>
<td>13-Parking Lot Lights</td>
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<td>14-Parking Lot Final Upgrades</td>
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<td>16-Culinary Arts Room Expansion</td>
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<td>17-Extend Parking Lots and Resurface Current lots-Both Sides</td>
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<td>18-Carpet Area not already updated</td>
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<td>Contingency - Unallocated Funds</td>
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<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Resource Names</th>
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<td>Falcon Legacy Campus</td>
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<tr>
<td>01-Technology Refresh (Switches, Cables, Panels, etc.)</td>
<td>Mon 5/1/17</td>
<td>Mon 5/1/17</td>
<td>1 day?</td>
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<tr>
<td>02-Safety &amp; Security (Roof leak, walkways, bathroom repairs, etc)</td>
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<td></td>
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<tr>
<td>02-Reconfigure old bathroom, concrete work, etc</td>
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<tr>
<td>03-Bathroom Expansion Walls, Drywall</td>
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<tr>
<td>07-New Ceiling Grid</td>
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<tr>
<td>08-Wall Tile Install Boys, Girls and Staff</td>
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<td>10-Plumbing Underground - water runs</td>
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<td>11-Concrete Repair</td>
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<tr>
<td>13-Parking lot lights</td>
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<tr>
<td>14- Parking lot final upgrades</td>
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<tr>
<td>15-2 Safe entries</td>
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<tr>
<td>16- Culinary Arts Room Expansion</td>
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<tr>
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<td>Finish</td>
<td>Duration</td>
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<td>03- Apple TV Infrastructure</td>
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<td>05-Surveillance Camera</td>
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<tr>
<td>06-Shoretel Phone</td>
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<tr>
<td>07-Hallway Storefront</td>
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<tr>
<td>08-Carpet</td>
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<td>09-Door 109</td>
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<td>10-Observation window</td>
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<td>11-Paint</td>
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<tr>
<td>12-Contengency</td>
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Project Update Report

Project Name: District 49 Schools – P3 & P4 Projects
Wember Inc. Project Number: 2016.63
Issue Date: July 12, 2017

The purpose of this update is to report on the current status of the District 49 School P3 & P4 Projects. This report is to serve as a summary of pertinent information related to the project at this point:

Summary

All projects are moving forward and are on schedule. Working through getting all projects within budget and started for completion prior to the 2018-19 school year.

Sand Creek
- Sand Creek Phase 1 construction is complete. Minor AV/IT items are to be installed once delivered.
- Sand Creek Phase 2 CD’s are complete and are out for pricing. Construction trailer and fencing are in process of being set up.
- FFE was installed. A few items were yet to be delivered and temporary tables were put in their place. The reminder of the tables will be installed in early September.
- Furniture Design for the Library is underway. First meeting was last week.

Londonderry
- Londonderry has started construction. Over-lot grading and site utilities in process. Rain has caused some minor delays in work to this point.
- Foundation permit is complete. Regional Building Department is reviewing final package.
- Remainder of CD’s for construction are being priced by contractor.
- Materials testing was contracted for this work. Kumar was the selected firm.
- Completion for construction is planned for July 2018

Falcon High
- Falcon High School CD’s are complete and pricing for final construction is in process.
- Completion for construction is planned for July 2018

Vista Ridge
- Vista Ridge pricing for the DD Estimate is in and the VE process is complete. DLR Group will start finalizing CD’s for a completion date of August 25th
- Completion of construction is planned for July 2018

Vista Del Pico
- Initial kickoff meeting with design team happened this month. Design on project will start with first meeting on August 10th
### Overall Budget

<table>
<thead>
<tr>
<th>A</th>
<th>Falcon High School</th>
<th>$5,650,000</th>
<th>$705,207</th>
<th>$4,943,737</th>
<th>$1,056</th>
<th>$422,034</th>
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<td>$919,972</td>
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<td>D</td>
<td>Vista Del Pico Elementary</td>
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<td>E</td>
<td>Vista Ridge High School</td>
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<td><strong>$72,294</strong></td>
<td><strong>$3,361,085</strong></td>
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</table>

- Individual budgets for each project can be found on following pages.
- Budgets are being refined to meet these overages. Note construction overages are not calculated in current budget.
- Committed Cost is only amounts under contract or PO. Project to Complete are costs estimated for project.

### Next Steps

- Finalize materials testing contract for Sand Creek High School Phase 2.
- Put out RFP for Commissioning agent on Londonderry.
- Confirm final IT prices on Sand Creek
- Finalize bid and contract for the remainder of construction items on Sand Creek
- Finalize bid and contract for the remainder of construction items on Londonderry
- Complete Falcon High school bid and complete contractor's contract.
- Get IT Prices for Londonderry and build IT schedule of CCS

Submitted by:
Matt Wilhelm
Sand Creek High School Schedule
Project is on Schedule. Below are some of the key milestone dates. The more detailed master schedule and construction schedules can also be found on Owner Insite.

Sand Creek High School Financial

<table>
<thead>
<tr>
<th></th>
<th>C Current Budget</th>
<th>G Committed Cost</th>
<th>H Projected To Complete</th>
<th>I Projected (Over)/Under</th>
<th>J Incurred Costs</th>
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</thead>
<tbody>
<tr>
<td>A Land &amp; Lease Cost</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>E Furniture, Fixtures &amp; Equip</td>
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<td>$300,000.00</td>
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<td>F Technology</td>
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<td><strong>$927.07</strong></td>
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- All contracts, invoices, and documents to date are available on Owner Insite
Vista Ridge High School Schedule
Below are some of the key milestone dates. The master more detailed schedule is in progress and should be done before the end of the month.

Vista Ridge High School Financial

<table>
<thead>
<tr>
<th></th>
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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>Total</th>
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<td><strong>$851,317.00</strong></td>
<td><strong>$6,127,500.00</strong></td>
<td><strong>$21,183.00</strong></td>
<td><strong>$461,578.65</strong></td>
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</table>

- All contracts, invoices, and documents to date are available on Owner Insite
Falcon High School Schedule
Below are some of the key milestone dates. The master more detailed schedule is in progress and should be done before the end of the month.

![2016.63-D49-Falcon High School Schedule](image)

Falcon High School Financial

<table>
<thead>
<tr>
<th>C Current Budget</th>
<th>G Committed Cost</th>
<th>H Projected To Complete</th>
<th>I Projected (Over)/Under</th>
<th>J Incurred Costs</th>
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</thead>
<tbody>
<tr>
<td>Land &amp; Lease Cost</td>
<td>$0.00</td>
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- All contracts, invoices, and documents to date are available on Owner Insite [http://app.owner-insite.com/User/Project/Accounting/TotalProjectBudget.aspx?project=8149](http://app.owner-insite.com/User/Project/Accounting/TotalProjectBudget.aspx?project=8149)
Londonderry Elementary Schedule
Project is on Schedule. Below are some of the key milestone dates. The more detailed master schedule and construction schedules can also be found on Owner Insite.

Londonderry Elementary Financials

<table>
<thead>
<tr>
<th></th>
<th>C</th>
<th>G</th>
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<th>I</th>
<th>J</th>
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<tbody>
<tr>
<td>Current Cost</td>
<td>Budget</td>
<td>Committed Cost</td>
<td>Projected To Complete</td>
<td>Projected (Over)/Under</td>
<td>Incurred Costs</td>
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<tr>
<td>F</td>
<td>$375,000.00</td>
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<tr>
<td>G</td>
<td>$410,736.00</td>
<td>$0.00</td>
<td>$400,000.00</td>
<td>$10,736.00</td>
<td>$0.00</td>
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<tr>
<td>Total</td>
<td>$23,300,000.00</td>
<td>$8,156,616.15</td>
<td>$15,096,456.00</td>
<td>$46,927.85</td>
<td>$1,548,700.53</td>
</tr>
</tbody>
</table>

- All contracts, invoices, and documents to date are available on Owner Insite [http://app.owner-insite.com/User/Project/Accounting/TotalProjectBudget.aspx?project=8128](http://app.owner-insite.com/User/Project/Accounting/TotalProjectBudget.aspx?project=8128)
BOARD OF EDUCATION AGENDA ITEM 9.04

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
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<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Paul Andersen, Director of Human Resources</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Review of Job Titles and Compensation Structure – Professional Technical Position Focus</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Discussion</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION, DESCRIPTION OF NEED:
Innovation. Zone autonomy. Strategic planning. Technology advances. Performance excellence. District 49's pursuit of these over the past five years has meant constant and rapid change in the work employees perform. One evidence of this is number of job descriptions presented to the board for review and adoption. Oftentimes, the sponsoring administrator requests job description changes with great urgency.

The district is often reacting to these events rather than setting sound practice in place to ensure thoughtful job definition and pay determination. This reactivity applies not only to new positions, but also to existing roles that evolve as the organization moves through strategic initiatives, technology advances and leadership changes.

As a result, there are times when the job definitions are not well thought out and consideration is not given for salary determination relative to other positions in the district or to external market conditions. Simply put, the district’s process and analysis has not kept pace with the rate of change in the organization. This item is one in a series of discussions of job titles and compensation structure.

RATIONALE:
Accurately structuring and classifying positions leads to role clarity for employees, helps ensure that work performed is aligned to culture and strategy, and enables the district to better understand our competitive position in the market for talent.

RELEVANT DATA AND EXPECTED OUTCOMES:
The discussion is expected to: 1) Increase board understanding of the issues, challenges and processes associated with position structures, job definition, and compensation determination; 2) Lead to the development of plans and strategies, where needed, that enable planning and proactivity; 3) Identify and discuss opportunities to improve the associated processes.

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

<table>
<thead>
<tr>
<th>Culture</th>
<th>Inner Ring—How we treat each other</th>
<th>Outer Ring—How we treat our work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>This topic has strong connections to the Cultural Compass. Sound job structures and compensation practices promote a culture of trust, respect, care and responsibility.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Rock #1—Establish enduring trust throughout our community</th>
<th>Rock #2—Research, design and implement programs for intentional community participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rock #3—Grow a robust portfolio of distinct and exceptional schools</td>
<td>Rock #4—Build firm foundations of knowledge, skills and experience so all learners can thrive</td>
</tr>
<tr>
<td><strong>Rock #5</strong> — Customize our educational systems to launch each student toward success</td>
<td></td>
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</tr>
</tbody>
</table>

| **FUNDING REQUIRED:** | No. | **AMOUNT BUDGETED:** |  |

| **RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** |  |

| **APPROVED BY:** | Brett Ridgway, Chief Business Officer | **DATE:** | July 28, 2017 |
Review of Job Titles and Compensation Structure

Paul Andersen
Director of Human Resources
Job Structure Overview

• Four primary position categories
• Each is aligned to pay class 0110 (non-exempt) or 0111 (exempt):
  – Educational Support Personnel (0110)
  – **Professional Technical (0111)**
  – Administrative (0111)
  – Licensed (0111)
Prof-Tech Position Characteristics

• Exempt in every case
• Employment relationship is at-will
• Full-year calendar, with a couple of exceptions
• May be full time or part time
• Competition for talent is often with general marketplace, not just K-12
Prof-Tech Salary Ranges

<table>
<thead>
<tr>
<th>Range</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range 1</td>
<td>$41,200</td>
<td>$61,200</td>
</tr>
<tr>
<td>Range 2</td>
<td>$46,400</td>
<td>$71,700</td>
</tr>
<tr>
<td>Range 3</td>
<td>$51,600</td>
<td>$82,800</td>
</tr>
<tr>
<td>Range 4</td>
<td>$56,800</td>
<td>$94,500</td>
</tr>
</tbody>
</table>

- Range 4 added in Spring 2017
- Steps 1-50
## Prof-Tech Positions and Ranges

<table>
<thead>
<tr>
<th>Range 1</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before &amp; After School Assistant Manager</td>
<td>$41,200</td>
<td>$61,200</td>
</tr>
<tr>
<td>Building Manager/Zone Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Enrollment Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fleet Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Human Resources Generalist</td>
<td></td>
<td></td>
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<tr>
<td>Nutrition Services Supervisor</td>
<td></td>
<td></td>
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<tr>
<td>Purchasing Agent</td>
<td></td>
<td></td>
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<tr>
<td>Safety &amp; Health Compliance Specialist</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Range 2</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Analyst</td>
<td>$46,400</td>
<td>$71,700</td>
</tr>
<tr>
<td>Building Automation Specialist</td>
<td></td>
<td></td>
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<tr>
<td>Building Custodial Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business &amp; Operations Sr. Systems Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health &amp; Wellness Coordinator</td>
<td></td>
<td></td>
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<tr>
<td>Payroll Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Accountant</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Range 3</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acctg &amp; Grants Fiscal Compliance Manager</td>
<td>$51,600</td>
<td>$82,800</td>
</tr>
<tr>
<td>Before &amp; After School Program Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Communications Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Technology Specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire &amp; Electrical Supervisor</td>
<td></td>
<td></td>
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<tr>
<td>Human Resources Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Communications Manager</td>
<td></td>
<td></td>
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<tr>
<td>Purchasing &amp; Procurement Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk &amp; Benefits Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety &amp; Security Specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Data Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategic Planning &amp; Construction Manager</td>
<td></td>
<td></td>
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<tr>
<td>System Administrator</td>
<td></td>
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<tr>
<td>Transportation Manager</td>
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<td></td>
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<tr>
<td>Security Manager</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Range 4</th>
<th>Minimum</th>
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<tbody>
<tr>
<td>Technology Quality Assurance Manager</td>
<td>$56,800</td>
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</tbody>
</table>
## Job Title Standards

<table>
<thead>
<tr>
<th>Administrative</th>
<th>Professional/Technical</th>
<th>ESP</th>
<th>Licensed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Officer</td>
<td>Manager</td>
<td>Paraprofessional</td>
<td>Teacher</td>
</tr>
<tr>
<td>Zone Leader</td>
<td>Supervisor</td>
<td>Assistant</td>
<td>Interventionist</td>
</tr>
<tr>
<td>Executive Director</td>
<td>Analyst</td>
<td>Secretary</td>
<td>Instructional Coach</td>
</tr>
<tr>
<td>Director</td>
<td>Specialist</td>
<td>Administrative Assistant</td>
<td>Dean</td>
</tr>
<tr>
<td>Group Manager</td>
<td>Accountant</td>
<td>Executive Assistant</td>
<td>Teacher on Special Assignment</td>
</tr>
<tr>
<td>Coordinator</td>
<td>Generalist</td>
<td>Lead</td>
<td>Special Service Provider</td>
</tr>
<tr>
<td>Administrator</td>
<td>Assistant Manager</td>
<td>Facilitator</td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
<td>Technician</td>
<td></td>
</tr>
<tr>
<td>Assistant Principal</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

The Best Choice to Learn, Work and Lead
Prof-Tech Opportunities for Improvement

- Establish process to determine pay range placement for new positions
- Periodic market compensation studies to calibrate placement in ranges
- Calibrate title usage within Prof-Tech and relative to Admin and ESP positions, such as:
  - Managers
  - Coordinators
  - Specialists
  - Analysts
JOB ESTABLISHMENT PROCESS
Policy GCA/GDA

• All positions in the district shall be established initially by the Board
• All changes in the titles, salary and/or significant changes in responsibilities shall be approved by the Board
How Do We Establish Positions?

- Current JD cycle time is approximately two months
- Leaders often want to move faster than process allows
How Much JD Work Do We Do?

Number of JDs presented to the Board:
- 2015-16: 25
- 2016-17: 55
Policy and Process Questions

- How do we interpret “significant”?
- Is the current approach appropriate?
- Does the current interpretation best serve the interests of the district?
- Is there a place for minor “administrative revisions”?
QUESTIONS & DISCUSSION
BOARD OF EDUCATION AGENDA ITEM 9.05

<table>
<thead>
<tr>
<th>BOARD MEETING OF:</th>
<th>August 10, 2017</th>
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<tr>
<td>PREPARED BY:</td>
<td>Marie LaVere-Wright, President, Board of Education</td>
</tr>
<tr>
<td>TITLE OF AGENDA ITEM:</td>
<td>Board of Education Review of Resolutions for Colorado Association of School Boards (CASB) Delegate Assembly</td>
</tr>
<tr>
<td>ACTION/INFORMATION/DISCUSSION:</td>
<td>Discussion</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION, DESCRIPTION OF NEED: CASB’s Legislative Resolutions Committee submits resolutions annually as a slate for action by the delegates. The Delegate Assembly takes action on the resolutions and those adopted become what CASB staff will fight for, or against, at the state capitol and throughout the legislative session.

RATIONALE: Local boards are encouraged to submit resolutions to CASB. By submitting resolutions for consideration, the board can take an active role in establishing how CASB will approach crucial education issues that the legislature may take up in the next session and in highlighting those issues on which CASB should proactively lobby for legislative change that will benefit local school boards and the students those boards serve. To be considered for inclusion at the CASB Delegate Assembly, new resolutions must be submitted by August 24th.

RELEVANT DATA AND EXPECTED OUTCOMES: Begin discussions on topics and ideas for legislative action, or suggested revisions or additions to current resolutions by reviewing final resolutions from CASB’s 75th Annual Delegate Assembly.

IMPACTS ON THE DISTRICT’S STRATEGIC PRIORITIES—THE BIG ROCKS:

<table>
<thead>
<tr>
<th>Inner Ring—How we treat each other</th>
<th>Outer Ring—How we treat our work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rock #1—Establish enduring trust throughout our community</td>
<td>Legislative action can help or hinder action at local level due to determination of funding, regulatory hurdles, and mandates</td>
</tr>
<tr>
<td>Rock #2—Research, design and implement programs for intentional community participation</td>
<td></td>
</tr>
<tr>
<td>Rock #3—Grow a robust portfolio of distinct and exceptional schools</td>
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</tr>
<tr>
<td>Rock #5—Customize our educational systems to launch each student toward success</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING REQUIRED: No  AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Board members and Chief Officers should share any suggestions for new or revised resolutions for submission to CASB.

APPROVED BY: Marie LaVere-Wright, BOE  DATE: July 28, 2017
FINAL RESOLUTIONS

76th Annual Delegate Assembly

Adopted
Saturday, Oct. 15, 2016

Fort Collins Marriott
Fort Collins, CO

Colorado Association of School Boards
www.casb.org
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2017 Legislative Session Resolutions

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Finance ................................................................................................................................... 5

Student Academic Growth and Achievement ......................................................................... 7
Standing Resolutions

The Colorado Association of School Boards (CASB) has adopted the following Standing Resolutions as expressions of the organization’s foundational beliefs in regard to Local Governance, Finance, and Student Academic Growth and Achievement. These Standing Resolutions were approved by the CASB Board of Directors, the CASB Legislative Resolutions Committee and adopted by the CASB Delegate Assembly in October 2016.

Local Governance

SR1   Colorado’s Constitution acknowledges the diverse nature of Colorado school districts and establishes locally elected school boards vested with control of instruction as the guarantor of educational quality responsive to local needs.

SR2   Control of instruction, including efforts to restructure and fund public education, must be guided by student needs, improved academic growth and achievement, with responsible use of financial resources as determined by the locally elected school board.

SR3   Essential functions of the local board of education’s constitutional authority include establishing the course of curriculum and instruction, the process for determining the terms and conditions of employment for school district employees, and the budget to be used to implement the local community’s priorities.

Finance

SR4   The state must provide Colorado’s public schools with adequate and reliable funding pursuant to a formula that balances federal, state and local revenue sources and is intended to fully fund the legal requirements for and meet the educational needs of all Colorado students.

SR5   New legislation must expressly consider cost at the state and local levels and be fully funded before it may be enforced by the state.

SR6   Existing mandates that are ineffective or that have a larger cost than benefit must be rescinded so local boards may dedicate those financial resources to better use.
Student Academic Growth and Achievement

SR7 CASB supports a system of accountability that stresses local measures that inform instruction and separately acknowledges a need for a statewide system that allows measurement of school and district effectiveness and comparison between school districts.

SR8 CASB opposes any state mandates beyond the federal minimums with respect to assessment and educator licensure to assure local boards’ flexibility to allocate instructional time and place the best teacher in every classroom.

SR9 Colorado school boards’ constitutional authority includes the right to develop schools and programs to supplement current programs and ensure student access to diverse learning opportunities.
2017 Legislative Session Resolutions

Submitted by local boards of education or CASB’s Legislative Resolutions Committee, the following resolutions adopted in October 2016 form the basis of the CASB Legislative Advocacy platform at both the state and federal levels.

Local Governance

LR1 CASB supports locally elected school boards’ constitutional right to operate school districts free of most state regulatory control if the school district meets standards for student academic growth and/or achievement and fiscal solvency.

Rationale: Addresses CASB Board of Directors’ Annual Goal #4 from the 2016-2017 Board of Directors’ Strategic Plan, which states: “CASB will actively pursue the restoration of Colorado’s constitutional balance of authority and responsibility between state officials and locally elected school boards.”

LR2 CASB supports repeal of the law stripping school districts of governmental immunity.

Rationale: Removing governmental immunity from school districts and holding them responsible for a school shooting or act of violence does not assist school districts in providing for the safety of their students and school communities. The current legislation, while well-intended, creates ambiguous standards and will likely drive up insurance and legal costs. School districts in Colorado have lost coverage by insurers who decided not to operate in the Colorado market following passage of SB15-213.

LR3 CASB supports the authority of local boards of education to hold accountable multidistrict online charter schools operating within their boundaries and to make decisions, including continued operation or closure, based on achievement standards that align with state law and the needs of the local community.

Rationale: Local school boards are in the best position to evaluate the costs and benefits of multidistrict online schools operating within their communities, as they do with traditional schools and district-authorized charter schools. Those decisions, including operation or closure based on performance, are entitled to deference from the State Board of Education pursuant to the Colorado Constitution’s provision for local control of instruction. Relationships between multidistrict schools, local boards of education and communities will benefit if issues are worked out locally without undue intervention from the state.
LR4  CASB supports the modification of state law regarding annual teacher evaluations to allow local school districts to set the impact of student test scores anywhere from zero to 50 percent.

*Rationale:* The current state law requirement that student test scores count as 50 percent of annual teacher evaluations reduces local control over educator evaluations. In the past, state law has permitted local school boards to set the percentage based on changing conditions, including the introduction of new test instruments.

LR5  CASB supports allowing local boards of education to meet in executive session with school district staff for the purpose of determining positions with respect to employee negotiations.

*Rationale:* The intent of Proposition 104 was to require employee negotiations to be held in public. Giving employee groups the advantage of being able to meet privately to develop their negotiating positions and strategies while denying school boards the same opportunity was not the intent. Clarifying the law to allow school boards to meet in executive session with school district staff for the purpose of determining bargaining positions would equalize negotiations by allowing school boards and school districts the same opportunities as employee groups.

LR6  CASB supports legislation to address case-law decisions that have held school districts liable for payment of contracts that employees have not fulfilled and to reinstate the authority of local boards to establish the terms of employment.

*Rationale:* Case law in Colorado has allowed an educator to collect a full salary in one school district even if the individual works full time in another school district and is unavailable to provide services to the first school district. In at least one decision, the Colorado Supreme Court included a footnote suggesting statutory changes were needed. Employment law in Colorado must be considered through an equitable lens, that incentivizes individuals to mitigate loss and preserves public resources.
LR7  CASB supports legislation authorizing peace officers who serve as school resource officers or with school district security services to retain their peace officer status.

Rationale: Colorado’s public school districts are not currently authorized by state law to operate as law enforcement agencies. Also, current Colorado law excludes from the definition of peace officers those officers who have not been employed by a law enforcement agency for at least six months within the last three years. Minor statutory revisions would permit school districts to hire individuals with the skills and temperament to operate effectively within public schools and to provide training focused on the needs of public schools. For school districts that may not have the desire or resources to create and operate a law enforcement agency, a legislative fix is necessary to enable school districts to employ peace officers, such as former and retired law enforcement officials, and for those peace officers to remain protected under state law as long as they meet appropriate ongoing training requirements.

LR8  CASB urges the U.S. Congress to amend the Safe and Drug-Free Schools and Communities Act to include an exception for the administration of non-psychoactive cannabinoids to students on school grounds under medical supervision.

Rationale: Students with significant medical needs are migrating to Colorado to pursue treatment with non-psychoactive cannabinoids for intractable medical conditions such as Dravet syndrome. Mainstream medical facilities like Children’s Hospital and Memorial Hospital are allowing administration of cannabinoids to children in their facilities under compassionate-care policies. The state clearly established the right of students to receive medical marijuana at school, which seems to be at odds with federal law. This undermines the ability of schools to partner with the parent for the sake of the child.

Finance

LR9  CASB urges the adoption of a new Colorado School Finance Act with additional funding that addresses the lack of adequacy and equity in our current system.

Rationale: The Colorado School Finance Act was approved in 1994. Since that time, various legislative and economic factors have changed the Colorado K-12 state funding landscape dramatically. These factors have led to funds not being distributed equally among all Colorado school districts. CASB believes every child, regardless of where the child lives in the state, is entitled to a quality education. The only remedy to these funding issues is a comprehensive rewrite of the Colorado School Finance Act to make additional funds available so that all school districts receive an equitable share of state funding.
LR10 We urge the legislature to address the current broken system of taxation and funding in the state of Colorado. The legislature must take the lead by referring a plan that will update the current constitutional constraints.

*Rationale:* Under the Taxpayer’s Bill of Rights (TABOR), the Colorado General Assembly has the ability to refer a measure to Colorado voters seeking their approval on new taxes but is otherwise unable to create tax policy. The General Assembly is also authorized to refer measures to begin to untangle TABOR and other constraints in Colorado’s Constitution, but has never done so.

LR11 CASB must advocate to address the constraints in the Colorado Constitution, to allow the state to retain the revenue it collects and to afford the General Assembly greater flexibility in setting the state budget.

*Rationale:* Despite an improvement in Colorado’s economy, the state budget is still facing shortfalls due to the constraints of TABOR, Gallagher and other provisions of the state constitution. Colorado’s Constitution forces TABOR-mandated rebates to be rendered at the expense of critical state and local programs receiving General Fund support, including K-12 education. Budget cuts, including those accomplished through the mechanism of the “negative factor,” significantly threaten the ability of K-12 educators to provide every Colorado child with a thorough and uniform education.

LR12 CASB urges the General Assembly to reallocate revenue from marijuana retail sales to school districts for high-needs special education students.

*Rationale:* Distribution of marijuana tax revenue to school districts is very limited, and no revenue goes to schools or classrooms for traditional purposes. The current formula should be changed so that revenue from marijuana taxes goes to high-needs special education students. Districts are required to fund from state and local sources 84 percent of special education expenses for eligible students. Increasing funding for these students using any available revenue, including marijuana tax dollars, furthers state policies regarding students with disabilities and assists school districts working to serve these students.
LR13  CASB supports moving the Hospital Provider Fee from the General Fund into an enterprise fund.

*Rationale: The Hospital Provider Fee does not belong in the General Fund because these dollars are fees directed for a specific purpose. Moving this fee to an enterprise fund would help free up the state’s general funds for education and other uses.*

LR14  CASB supports alternative methods of funding, including but not limited to allowing impact fees, for the construction and maintenance of school buildings and school district facilities.

*Rationale: No mechanism currently exists to allow for an ongoing source of funding for building new schools and school district facilities or for meeting maintenance needs to keep existing school buildings and district facilities in good repair. A long-term, sustainable solution to funding the construction and ongoing maintenance needs of school buildings and district facilities is badly needed.*

LR15  CASB supports full federal funding of the Individuals with Disabilities Education Act (IDEA).

*Rationale: The federal law requiring schools to meet the needs of students with disabilities offers current federal funding of approximately 16-17 percent of the actual cost. It is time to increase federal funding to the 40 percent standard set by the initial legislation.*

**Student Academic Growth and Achievement**

LR16  CASB supports the use of the ACT, PSAT or SAT tests to satisfy federal and state requirements for standardized testing in high school, including at the 9th-grade level.

*Rationale: These tests are more meaningful to students than a specific state test and give students a reason to participate and perform well. These exams also provide a way to compare Colorado students with students across the country.*
LR17  CASB supports the use of end-of-course assessments for the state-required high school science and social studies exams.

*Rationale:* As with mathematics, high school students take courses relevant to these exams in different years. This proposal would allow students to take the exams in closer proximity to the related course and not potentially years later, or even worse, earlier.

LR18  CASB urges the General Assembly to eliminate existing concurrent-enrollment policies and practices that create obstacles for districts wishing to offer college-level courses to high school students. Regional exclusivity should be abandoned at the community-college level to create an environment of open competition.

*Rationale:* The current system of regions for community colleges has created an exclusivity that hinders public schools. Under current practice, high schools must apply to their appointed regional community college to request higher-education classes for students who have indicated an interest in a particular class. If the community college denies the request while another college is willing to grant it, a release must be requested from and granted by the community college that initially denied the class request before the college that is willing to provide the class can do so. This process is burdensome and, in practice, has limited the course offerings available to students.
Mission Statement
Advancing excellence in public education through effective leadership by locally elected boards of education.

Vision Statement
The Colorado Association of School Boards through leadership, service, training and advocacy prepares local boards of education to advance a system of public schools where all students are challenged to meet their full potential.
RESOLUTIONS FOR CASB 8-17-16

#1 – The Legislature shall direct the Colorado Department of Education to collaborate with district or charter school boards of education and superintendents (as well as their professional associations (CASE and CASB respectively) to develop a system for counting student enrollment that is more equitable than the current single-day “October-count” model.

#1 – Rationale – added at CASB’s request 8/6/14: Adding a second enrollment count day in February would allow districts to make mid-term adjustments to aid when students come and go during the school year. Educating children isn’t based on an annual decision. Month-to-month or day-to-day decisions are necessary which may require different resources. Many school districts recognize a significant amount of growth after the October count. Educational funding should be supported for those new students.

#2 – CASB urges the United States Congress to amend the Drug Free Schools and Communities Act to include an exception for the administration of non-psychoactive cannabinoid oils to students on school grounds under medical supervision when prescribed by a treating physician.

#2 Rationale - Students with significant medical needs are migrating to Colorado to pursue treatment with non-psychoactive cannabinoid oil for intractable medical conditions such as Dravet’s syndrome.

Mainstream medical facilities like Children’s Hospital and Memorial Hospital are allowing administration of cannabinoid oils to children in their facilities under compassionate care policies. In the current environment, caregivers may decide to medicate their children during the school day without the school’s knowledge or cooperation because staff in the school setting cannot facilitate administration of therapeutic cannabinoid oils without putting the school’s federal funding at risk. This undermines our ability to partner with the parent to truly do what is best for the child. Providing an exception would allow the schools to apply the same constraints used for the administration of all other medications during the school day which would increase overall student safety.

#3 – Reallocate revenue from marijuana retail sales to schools districts for high needs special education students

#3 – Rationale – Most of the marijuana taxes collected go into the state general fund. Districts must pay a disproportionate share of special needs education expenses for students using cannabinoid products, which can wreak havoc with their budgets. Increasing funding for these students directly impacts those who are directly affected by the sale of these products.