

MINUTES
REGULAR BOARD OF EDUCATION MEETING
January 12, 2017
6:30 p.m.
Education Service Center – Board Room

1.00 Call to Order and Roll Call

A regular meeting of the Board of Education was called to order at 6:32 p.m. by the President, Marie LaVere-Wright. The following board members were present: Mr. Butcher, Mr. Graham, Ms. Harold, Mrs. LaVere-Wright and Mr. Moore.

2.00 Welcome and Pledge of Allegiance

President LaVere-Wright welcomed those in attendance and invited them to join the Board in the Pledge of Allegiance.

3.00 Approval of Agenda

It was moved by Harold, seconded by Moore to approve the agenda as presented.

The motion was put and carried with Butcher, aye; Graham, aye; Harold, aye; LaVere-Wright, aye; Moore, aye. Motion carried 5-0.

4.00 Consent Agenda – see attachments

4.01 Approval of Minutes of Regular Board of Education Meeting 12/15/2016

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

4.06 Approval of Matters Relating to Schedule B Personnel

4.07 Approval of District Accountability Advisory Committee (DAAC) Membership

4.08 Approval of Correction to Job Description: Assistant Director of Special Education

4.09 Approval of Two Job Descriptions Impacted by the ESP Salary Schedule Change as a Result of the Increase in Minimum Wage

a. Crossing Guard

b. Lunch Monitor

5.00 Board Update

Graham: I've had some time on my hands since Christmas and I've been meeting with district staff, under the Chief Education Officer and zone leaders, principals and vice-principals. It's been very exciting to hear what they have to say and the contributions that they make and bring to the table. I've also been meeting with teachers and support staff at the schools. I'm going to continue that hopefully this next week. For me it's very exciting to see how enthusiastic they are and appreciative they are of this school district and the fact that the school district lets them have what was termed supportive autonomy. In other words, we don't micromanage. They're the experts and the ones that present to us, the programs and curriculum that they think will reach out to the students that the students want to see and tie that in with all of the other different programs that we have. To sum it up, it's just exciting to be here.

Butcher: Would like to welcome this semester's class of the Leadership Academy. Thanks for coming. This is a group of individuals that have dedicated some time to learn more about our school district, what we do and what we do to support our community. We appreciate their time and we look forward to

getting to know you as you learn more about what happens here. Be prepared to be amazed. Thanks for doing it.

LaVere-Wright: Remember there are several of us term-limited so as you watch us, imagine if you could come sit in this seat and contribute here someday. We really need to recruit. You get to meet wonderful people like the people who came to Pikes Peak Leadership tonight. I'd like to remind to fill out their evaluation sheets and to introduce our student representatives. We have a student board of representatives and two students attend each of our meetings to bring student input as we make our decisions. Our two students today are Katie Kroeker from Falcon High School and Sydney Schroeder for Sand Creek High. Thank you guys for coming tonight. At each meeting the board is given an informational item to help us with our professional development and continued learning. This month our information item is one on standardized assessments and opt out information as we will be beginning state testing season sooner than any of us really want to think about.

5.01 Chief Officer Update

Bay: We're building offices in the warehouse. The first phase of that, the carpets are being installed tomorrow and the first move in phase will begin on Tuesday. We just started framing the lower section of that. We'll have that completed by the 21st of February.

Ridgway: In this month's edition of *School Business Affairs* magazine we have a full three page article called "Turning Traditional Leadership on its Head: That is How One Colorado School District Employs Unique Leadership Model with Great Success". This is the magazine of the International School Business Association. They wanted to have that article published and pursued us to do that. That's exciting stuff to see and we have it right here if you want to see it.

Hiltz: I often praise our students and the good things that they're doing and as usual I love seeing our student board reps here and seeing their cool shirts that identify them. I think that's great. I want to honor the people that inform us and execute our weather, wind or snow delays. We had several of these things happen over the last week. I think this is a really important moment for you to hear about as a board. There was a meeting where had been told by CDOT that we couldn't have buses on the road. So we had to decide what do we do with our preschool students that are already there but are getting ready to go home midday and I walked into a meeting with Gene Hammond our Director of Transportation and Matt Meister our Director of Communications and Gene had already solved that. He had already contacted every parent of a morning preschooler to tell them, come and get your kid and every parent of an afternoon preschooler to say we're not going to come and get your kid. Within a couple of hours we had a plan, our parents responded, we kept our kids safe. I was just proud to be in a district that employs people to think that far out. Before semis were blowing over, our transportation leader already made a call that we were going to keep our kids safe. I just wanted you to know how smart and effective that part of our system has become.

Moore: I was a manager working for the post office. When I would get there they had crisis management. Every day was some type of crisis management. That's a bad way of managing. You have to be able to plan ahead and prepare for things so you don't have to deal with some type of crisis every day. Sometimes crisis do happen and when they do happen you have to have something prepared for that too. Congratulations to you and your staff that were able to do that. It was dangerous with that wind and you guys took the appropriate action. Thank you very much.

5.02 Student Board Update

Sydney Schroeder: We've been on the student board for about a year and half now and I think that we're finally finding sort of a system that works for us. We have regular meeting times and we're a lot more informed on some of the issues. We're even talking about starting to propose changes for the district

that the students would like to see to bring the different high schools and elementary schools together. It's even helped communication within our own schools. So at my school, Sand Creek High School, I've had more of an opportunity to meet with my athletic director and associate principal to be able to talk to him and look at changes, even on a school and district level. It's a really great opportunity for us to make some changes.

Katie Kroeker: It's been a good opportunity to get direct information. At the last meeting in November we were able to learn about the tax motion that kept the taxes the same and what that would be doing for our schools. That was really nice to hear. I told some students that I go to Falcon High School that we're adding on. It's nice to be able to hear things like that and give them more direct communication between students and higher level admin.

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

LaVere-Wright: We appreciate and welcome comments on school operations and programs in District 49 as part of tonight's open forum. Please speak into the microphone and state your name before beginning. We ask that your comments be made in a respectful and orderly manner. Personal complaints against any individual connected with the school system are prohibited. Follow-up action items may be assigned to the appropriate chief officer depending on the nature of the comments. In accordance with Board policy BEDH, public participation is limited to three (3) minutes per person. Thank you for participating in our open forum. It is the practice of the board to withhold any board comment or direction to the chiefs until after all who have signed up for open forum have had a chance to speak. I would also like to make you aware of our stakeholder grievance process. This process can be initiated by anyone in our d49 community and guides the community member through the correct people to help resolve their concern including as a final step the opportunity formally appeal to the board. We encourage you to utilize this process as many have successfully resolved their concerns this way.

Johnson: Good evening, I'm Jennifer Johnson, on behalf of our Peak Partners Leadership Academy, I would like to first thank the board for joining us and thank our administrators for joining us as well. We have a 7 week program. We are working to build from inside out. We have 20 members of our community that will join us for an on ground and online portion on developing leadership, understanding how we learn, work and live and maybe take some of those seats that are getting ready to get empty in the next year. I'm going to ask those who are still here to stand up, wave, tell them who you are. They've been here since 5 o'clock. Thank you. We look forward to all of your engagement, all of your involvement and look forward to board participation as we teach them about leadership in the district.

Duckers: I'm Ellen Duckers. I've been in the school district and coming to board meetings for 28 years. I want to thank you to all of you for closing the schools when it's necessary. In my 65 years, this is the first time we closed the school to wind. Good call, I work in an emergency room and I don't ever want to see a bus turned over. Thank you for making the right call.

7.00 Action Items – see attachments

- 7.01 Action on Colorado Military Academy Charter Application
- 7.02 Liberty Tree Classical Academy – Withdrawal of Charter Application
- 7.03 Action on Policy Revisions
 - a. DA Fiscal Management Goals/Priority Objectives
 - b. DGA/DGB Authorized Signatures/Check Writing Services

- c. DIA/DIB Accounting System/Types of Funds
- d. DIC Financial Reports and Statement
- e. DJ/DJA Purchasing/Purchasing Authority
- f. DJB Purchasing Procedures
- g. DJD Cooperative Purchasing
- h. DJG Vendor Relations
- i. DK Payment Procedures
- j. DN School Properties Disposition
- k. FBC Prioritization of Facility Improvements
- l. GBA Open Hiring/Equal Employment Opportunity
- m. GBEBG Gifts to and Solicitations by Staff
- n. GBGB Staff Personal Security and Safety
- o. GBM Staff Identification Cards
- p. GCKAA Teacher Displacement
- q. GCQA Instructional Staff Reduction in Force
- r. GDM Educational Support Staff Career Development
- s. GDO Evaluation of Educational Support Staff
- t. GDQB Resignation of Educational Support Staff
- u. JHD Exclusions & Exemptions for School Attendance
- v. JS Student Use of Internet and Electronic Communications

- 7.04 Action on Revised Job Description, Marketing and Communication Specialist
- 7.05 Approval of Revised BOE 2017-2018 Meeting Dates
- 7.06 Approval of Resolution Regarding Certificate of Participation (COP) Financing
- 7.07 Items Removed from Consent Agenda

8.00 Information Items – see attachments

- 8.01 Process Improvement Update
 - a. DJB-R Purchasing Procedures
 - b. DK-R Payment Procedures
 - c. DN-E, DN-R School Properties Disposition
 - d. FBC-R Prioritization of Facility Improvements
 - e. GBM-R Staff Identification Cards
 - f. GCKAA-R Teacher Displacement
 - g. GCQA-R Instructional Staff Reduction in Force
 - h. GDO-R Evaluation on Educational Support Staff
 - i. GDQB-R Resignation of Educational Support Staff
 - j. JHD-E Exclusions & Exemptions for School Attendance
 - k. JS-R Student Use of Internet and Electronic Communications
- 8.02 Expulsion Information
- 8.03 Student Study Trips
- 8.04 Board of Education Evaluation

9.00 Discussions Items – see attachments

- 9.01 New Job Description, Coordinator of Special Student Projects (5 minutes)
- 9.02 Construction Oversight – Owner’s Representative (5 minutes)
- 9.03 Amended 2016-17 Budget Update (10 minutes)
- 9.04 Amended 2016-17 Charter School Budget Update (10 minutes)

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- 9.05 School Accountability Committee (SAC) Performance Report (10 minutes)
- 9.06 Unified Improvement Plans Update (10 minutes)
- 9.07 2016 3B Projects Update (10 minutes)
- 9.08 Intergovernmental Agreement – Great Outdoors Colorado Grant (10 minutes)

10.00 Other Business

- 10.01 Executive Session: Pursuant to CRS 24-6-402(4)(b) to receive legal advice re D49 v Strouse, SCt Case No. 2016SC449

It was moved by Harold, seconded by Moore to go into Executive Session pursuant to CRS 24-6-402(4)(b) to receive legal advice re D49 v Strouse, SCt Case No. 2016SC449. *The motion was put and carried with Butcher, aye; Graham, aye; Harold, aye; LaVere-Wright, aye; Moore, aye. The motion carried 5-0.*

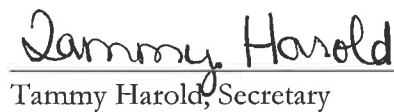
The Board took a ten minute break at 8:20 p.m. The Board went into Executive Session at 8:35 p.m. with the following people present: Marie LaVere-Wright, President, Tammy Harold, Secretary, John Graham, Director, Kevin Butcher, Treasurer, David Moore, Vice President, Peter Hilts, Chief Education Officer, Brad Miller, legal counsel, Paul Anderson, Director of Human Resources, Brett Ridgway, Chief Business Officer and Donna Richer, Executive Assistant.

The Board returned to regular session at 9:07 p.m.

11.00 Adjournment

It was moved by Harold and seconded by Moore to adjourn the meeting at 9:08 p.m. *The motion was put and carried with Butcher, aye; Graham, aye; Harold, aye; LaVere-Wright, aye; Moore, aye. Motion carried 5-0.*

Respectfully submitted by Donna Richer,


Marie LaVere-Wright, President
Tammy Harold, Secretary

January 12, 2017



OPEN FORUM

"Please provide your name, relation to the district and the topic of comment for this open forum. Just as we hold our students to high standards of speech and respect for others, we expect your comments to follow these same standards. Please limit your comments to three minutes. Thank you."

NAME	Relation to the District	Topic of Comment
1. Jennifer Johnson	facilitator Leadership Academy	Intro class casting items to all stand
2. Kris Odom	parent	
3. Ellen Duckers	grandparent	gen.
4.		
5.		
6.		
7.		
8.		
9.		
10.		



BOARD OF EDUCATION AGENDA ITEM 4.01 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Donna Richer, Executive Assistant to the Board of Education
TITLE OF AGENDA ITEM:	Approval of Minutes of Regular Board of Education Meeting 12/15/2016
ACTION/INFORMATION/DISCUSSION:	Consent Action

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 STRATEGIC PRIORITIES—THE BIG ROCKS:

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

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 December 15th regular board of education meetings.

APPROVED BY: Tammy Harold, Board Secretary

DATE: December 20, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					



BOE Regular Meeting January 12, 2017
Item 4.01 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					



BOARD OF EDUCATION AGENDA ITEM 4.02 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Paul Andersen, Human Resources Director
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Administrative Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

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.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

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; Jay Bay, Chief Operations Officer

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					



BOE Regular Meeting January 12, 2017
Item 4.02 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

EL PASO COUNTY SCHOOL DISTRICT 49

**Approval of Matters Relating to Administrative Personnel
January 12, 2017**

Be it resolved, that the following matters relating to administrative personnel be approved as recommended by the Chief Officers:

Appointments to New Positions:

Name	Position	Location	Rate of Pay	Effective Date
Green, Brian	Coordinator of Professional Learning	Central Office	No change in compensation.	December 16, 2017

Retirements:

Name	Position	Location	Effective Date
Giddings, Janet	Associate Principal	Sand Creek High School	June 30, 2017
Keck, Marlinde	Principal	Falcon Elementary School	April 1, 2017

BOARD OF EDUCATION AGENDA ITEM 4.03 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Sally McDermott, Human Resources Manager
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Professional Technical Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

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.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	Major Impact
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch</u> each student toward success	

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; Jay Bay, Chief Operations Officer **DATE:** December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

BOE Regular Meeting January 12, 2017
Item 4.03 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

EL PASO COUNTY SCHOOL DISTRICT 49

Approval of Matters Relating to Professional/Technical Personnel
January 12, 2017

Be it resolved, that the following matters relating to professional/technical personnel be approved as recommended by the Chief Education Officer:

Appointments to Existing Positions:

Name	Position	Location	Rate of Pay	Effective Date

Appointments to New Positions:

Name	Position	Location	Rate of Pay	Effective Date

Retirements:

Name	Position	Location	Effective Date

Resignations:

Name	Position	Location	Effective Date

Transfers:

Name	Transfer From	Transfer To	Effective Date
Hochevar, Katherine	Data & Reporting Analyst	Senior Data Analyst (Research & Development)	December 16, 2016

BOARD OF EDUCATION AGENDA ITEM 4.04 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Sally McDermott, Human Resources Manager
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Licensed Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

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.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

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; Jay Bay, Chief Operations Officer

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

BOE Regular Meeting January 12, 2017
Item 4.04 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

EL PASO COUNTY SCHOOL DISTRICT 49

**Approval of Matters Relating to Licensed Personnel
January 12, 2017**

Be it resolved, that the following matters relating to licensed personnel be approved as recommended by the Chief Education Officer:

Appointments to Existing Positions:

Name	Position	Location	Effective Date
Goodwin, Nancy	Intent to Non-Renew Physical Science Teacher	Sand Creek High School	January 3, 2017

Appointments to New Positions:

Name	Position	Location	Effective Date
Rasmussen, Jason	Concurrent Adjunct Professor	Vista Ridge High School and Falcon High School	January 3, 2017
Kimberly Chavanne	.5 Audiologist	Special Education/District Wide	January 13, 2017

Requests for Leave:

Devore, Julie Approved leave of absence for the 2nd semester of the 2016-2017 school year for medical reasons.

Substitutes:

Name	Position	Location	Effective Date
Cleland, Lisa	Licensed Substitute	All Locations	December 14, 2016
Condon, Pamela	Licensed Substitute	All Locations	December 14, 2016
Follett, Joseph	Licensed Substitute	All Locations	December 14, 2016
Freel, Tiffany	Licensed Substitute	All Locations	December 14, 2016
Gabrielson, Maryalice	Licensed Substitute	All Locations	December 14, 2016
Hamilton, Ashleigh	Licensed Substitute	All Locations	December 14, 2016
Horne, Mallory	Licensed Substitute	All Locations	December 14, 2016
King, Robert	Licensed Substitute	All Locations	December 14, 2016
Laux, Virgilia	Licensed Substitute	All Locations	December 14, 2016
LeFurge, Kelsey	Licensed Substitute	All Locations	December 14, 2016
Mitchell, Robin	Licensed Substitute	All Locations	December 14, 2016
Mize, Jamey	Licensed Substitute	All Locations	December 14, 2016
Schindler, Ryan	Licensed Substitute	All Locations	December 14, 2016
Skrzypek, Felicia	ESP Substitute	All Locations	December 12, 2016
Suttle, Jeanne	Licensed Substitute	All Locations	December 14, 2016
Watson, Jessica	Licensed Substitute	All Locations	December 14, 2016
Worden, Pamela	Licensed Substitute	All Locations	December 14, 2016

BOARD OF EDUCATION AGENDA ITEM 4.05 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Nicole Evans, Human Resources Manager
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Educational Support Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

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.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

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; Jay Bay, Chief Operations Officer

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

BOE Regular Meeting January 12, 2017
Item 4.05 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

EL PASO COUNTY SCHOOL DISTRICT 49

**Approval of Matters Relating to Educational Support Personnel (ESP)
January 12, 2017**

Be it resolved, that the following matters relating to ESP personnel be approved as recommended by the Chief Officers:

Appointments:

Name	Position	Location	Effective Date
Begley, Teri	Bus Paraprofessional	Transportation	December 12, 2016
Bliss, Debra	School Support Secretary	Vista Ridge High School	January 17, 2017
Caves, Tara	Nutrition Services Assistant	Meridian Ranch International Elementary School	January 04, 2017
Cottrell, William	Variable Site Building Custodial Technician	Facilities	January 03, 2017
Dunford, Valerie	Special Education Paraprofessional	Falcon High School	December 14, 2016
Garcia, Patricia	Before and After School Assistant	Sand Creek Zone	December 21, 2016
Meston, Cheryl	AM Crossing Guard	Remington Elementary School	January 04, 2017
Nelson, Debbie	Hourly Reading Tutor	Ridgeview Elementary School	January 04, 2017
Roggie, Jeffrey	Building Custodial Technician	Springs Ranch Elementary School	November 21, 2016
Shehy, Kendra	Special Education Paraprofessional	Ridgeview Elementary School	January 04, 2017

Transfers:

Name	Transfer From	Transfer To	Effective Date
Acevedo, Emily	Crossing Guard at Meridian Ranch International Elementary School and Lunch Monitor at Falcon Elementary School	Special Education Paraprofessional at Meridian Ranch International Elementary School	January 04, 2017
McDowell, Mandy	Bus Monitor at Transportation	Special Education Paraprofessional at Falcon High School	December 12, 2016
Roth, Thomas	Crossing Guard at Stetson Elementary School	Building Custodial Technician at Sand Creek High School	January 03, 2017

Resignations:

Name	Position	Location	Effective Date
Husted, Madelyn	Online Learning Coach/Mentor	Vista Ridge High School	December 30, 2016
McClain, Bernadette	Bus Driver	Transportation	December 14, 2016
Pena, Camila	Nutrition Services Assistant	Odyssey Elementary School	December 16, 2016
Willborn, Sharon	Crossing Guard	Stetson Elementary School	December 15, 2016
Willborn, Sharon	Lunch Monitor	Stetson Elementary School	December 15, 2016



BOARD OF EDUCATION AGENDA ITEM 4.06 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Nicole Evans, Human Resources Manager
TITLE OF AGENDA ITEM:	Approval of Matters Relating to Schedule B Personnel
ACTION/INFORMATION/DISCUSSION:	Consent - Action

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.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

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; Jay Bay, Chief Operations Officer

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					



BOE Regular Meeting January 12, 2017
Item 4.06 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

EL PASO COUNTY SCHOOL DISTRICT 49

**Approval of Matters Relating to Schedule B Personnel
January 12, 2017**

Be it resolved, that the following matters relating to Schedule B personnel be approved as recommended by the Chief Officers:

Appointments:

Name	Position	Location
Bonewell, Troy	Head Wrestling	VRHS
Houser, Eleonore	Choir Accompanist	SCHS
Lloyd, Jason	Assistant Wrestling	VRHS
Simpson, Matt	Girls Basketball	FMS
Smith, Tim	Assistant Girls Tennis	FHS

Resignations:

Name	Position	Location	Effective Date
Olivera, Samantha	Assistant Cheer	SCHS	November 29, 2016

BOARD OF EDUCATION AGENDA ITEM 4.07 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Mary Velasquez, Administrative Assistant to Communication and Culture
TITLE OF AGENDA ITEM:	District Accountability Advisory Committee Appointments
ACTION/INFORMATION/DISCUSSION:	Consent-Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The District 49 District Accountability Advisory Committee (DAAC) Bylaws state that the membership of the DAAC will be appointed by or elected through a process created by the Board of Education.

The purpose of the DAAC is to institute an accountability and parental and community Involvement program to define and measure academic and safety quality in the district.

The DAAC must consist of at least three parents of students enrolled in the District's schools that are not employees or related to employees of the district, one teacher, one school administrator, and one person from the community who is involved in business.

Members of the DAAC are appointed to serve for a two year period.

RATIONALE: The enclosed membership applications include the name of one DAAC member for the 2016-2018 school years for your approval. At a minimum they are required to review the District Improvement Plan, charter school applications, recommend the prioritization of expenditures of school district funds, review district assessments and report on the educational and safety performance of the district.

RELEVANT DATA AND EXPECTED OUTCOMES: Recommended DAAC members: Alternate- Kathleen Winchester- RMCA. DAAC members have already committed to the responsibilities of their charge through state statute and will report out their accomplishments in June 2018.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Major Impact
Rock #3 — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
Rock #4 — Grow a robust portfolio of distinct and exceptional schools	
Rock #5 — Customize our educational systems to launch each student toward success	

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

BOE Regular Meeting January 12, 2017
Item 4.07 continued

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the appointments of the members of the District Accountability Advisory Committee listed as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: December 16, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 4.08 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Nancy Lemmond, PhD, Director of Individualized Education
TITLE OF AGENDA ITEM:	Approval of Correction to Job Description: Assistant Director of Special Education
ACTION/INFORMATION/DISCUSSION:	Consent-Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: This job description was approved on December 15, 2016 with an incorrect number of days in the work year.

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES: Approval of the revised job description to include a work year of 261 days. There is no increase in the budget impact.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	We have favorably moved into a Culture of Compliance. We are seeking to move into a Culture of Care and continue building trust.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	Adjusting our organization to best utilize staff member's skills and expertise for the care of the whole child.

FUNDING REQUIRED: Yes

AMOUNT BUDGETED: \$73K - \$92K

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the revised job description for the Assistant Director of Special Education.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: 12/22/16

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 4.09 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Nicole Evans, Human Resources Manager
TITLE OF AGENDA ITEM:	Approval of two job descriptions impacted by the ESP salary schedule change as a result of the increase in minimum wage
ACTION/INFORMATION/DISCUSSION:	Consent - Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: To gain Board of Education approval for a change in salary range for the Lunch Monitor and Crossing Guard job descriptions from range 1 to range 3 as a result of a change in the ESP salary schedule that was approved at the December 15, 2016 BOE meeting.

RATIONALE: The Division of Labor Standards and Statistics has adopted Colorado Minimum Wage Order Number 33 effective January 1, 2017 through December 31, 2017, to reflect the state minimum wage of \$9.30 per hour. The change from range 1 to range 3 for these two jobs comes as a result of the increase in minimum wage and adjusting the ESP salary schedule to remain compliant with this increase.

RELEVANT DATA AND EXPECTED OUTCOMES: By addressing these action items, the Board of Education is approving the necessary actions that allow the District to remain compliant with federal and Colorado state minimum wage laws.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Major Impact
Rock #4 — Build <u>firm foundation</u> of knowledge, skills and experience so all learners can thrive	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

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 job descriptions as recommended by the administration.

APPROVED BY: Brett Ridgway, Chief Business Officer;
and Paul Andersen, Director of Human Resources

DATE: January 4, 2017

Harold made the motion; seconded by Moore. The motion passed 5-0.

BOE Regular Meeting January 12, 2017
Item 4.09 continued

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 7.01 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Andy Franko, iConnect Zone Leader
TITLE OF AGENDA ITEM:	Colorado Military Academy Charter Application Public Presentation
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

The founding board of Colorado Military Academy has submitted an application to charter a K-12 school in District 49. The application has been reviewed by members of the District Accountability Committee, an external panel of experts, and district level administration. In addition, the applicant board was interviewed to determine its capacity to operate the proposed school.

RATIONALE:

The presentation of the Colorado Military Academy allows District 49 board of education and community to have a public hearing about the potential school. The application is the thorough description of the proposed school. The public hearing allows the applicant to put a face to the name.

RELEVANT DATA AND EXPECTED OUTCOMES:

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Strong connection
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Strong connection
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:

I move to approve the Colorado Military Academy Charter Application as recommended by the Administration.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The Board agreed that in addition to the conditions cited in the recommendations that are tied to enrollment, additional conditions may be added that the Administration identifies before contract time. The motion passed 5-0.

BOE Regular Meeting January 12, 2017
Item 7.01 continued

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED	X	X	X	X	X

	BAY	HILTS	RIDGWAY	FRANKO	
COMMENTED		X		X	

BOARD OF EDUCATION AGENDA ITEM 7.02 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Andy Franko – iConnect Zone Leader
TITLE OF AGENDA ITEM:	Liberty Tree Classical Academy- Withdrawal of Charter Application
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

In Fall, 2016, Liberty Tree Classical Academy submitted a charter school application in accordance with the district's deadline. District and statutory processes were followed in accordance with this application. However, in a letter dated January 3, 2017, the founding committee of LTCA asked to withdraw its charter application and contract request with Falcon School District 49. The action proposed herein is for the Board of Education to approve the withdrawal of the charter.

RATIONALE: Under Colorado law, a charter applicant may unilaterally withdraw its application. Under such circumstances, the Authorizer (here, Falcon School District 49) has no obligation to hold the charter approval open and may require a new application (or a streamlined process) before approval, all of which are subject to the statutory timelines and District policies.

RELEVANT DATA AND EXPECTED OUTCOMES: Approval of the proposed action will eliminate the need for BOE action on the LTCA application at this time.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	District 49's responsible approach to charter schools ensures that all new schools are high-quality.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the withdrawal of the charter application by Liberty Tree Classical Academy.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: January 4, 2017

Harold made the motion; seconded by Moore. Hilts stated that they have decided to withdraw their application but may decide to reapply. The motion passed 5-0.

BOE Regular Meeting January 12, 2017
Item 7.02 continued

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED				X	

	BAY	HILTS	RIDGWAY		
COMMENTED		X			

BOARD OF EDUCATION AGENDA ITEM 7.03 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	D. Richer, Executive Assistant to the BOE
TITLE OF AGENDA ITEM:	Policy and Procedure Review
ACTION/INFORMATION/DISCUSSION:	Action

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:

No.	Designation	Title	Reviewed by	Recommendations
7.03a	DA	Fiscal Management Goals/ Priority Objectives	R. Sprinz	Reviewed; no changes recommended
7.03b	DGA/DGB	Authorized Signatures/Check Writing Services	R. Johanson	Recommend repeal
7.03c	DIA/DIB	Accounting System/Types of Funds	R. Johanson	Recommend repeal, in Colorado statutes
7.03d	DIC	Financial Reports and Statements	R. Johanson	Recommend repeal
7.03e	DJ/DJA	Purchasing/Purchasing Authority	J. Rohr	Reviewed; no changes recommended
7.03f	DJB	Purchasing Procedures	J. Rohr	Reviewed; no changes recommended
7.03g	DJD	Cooperative Purchasing	J. Rohr	Reviewed; no changes recommended
7.03h	DJG	Vendor Relations	J. Rohr	Reviewed; no changes recommended
7.03i	DK	Payment Procedures	R. Johanson	Recommend repeal, in Colorado statutes
7.03j	DN	School Properties Disposition	J. Rohr	Reviewed; no changes recommended
7.03k	FBC	Prioritization of Facility Improvements	M. Andrews	Reviewed; no changes recommended
7.03l	GBA	Open Hiring/Equal Employment Opportunity	P. Andersen	Revise to comply with state and federal regulations per CASB guidelines. Modify title.
7.03m	GBEBC	Gifts to and Solicitations by Staff	P. Andersen	Repeal. This content currently exists in GBEA Staff Ethics and Conflicts of Interest.
7.03n	GBGB	Staff Personal Security and Safety	P. Andersen, D. Watson	Review and update with minor edits.
7.03o	GBM	Staff Identification Cards	P. Andersen	Review and update to reflect current practice.
7.03p	GCKAA	Teacher Displacement	P. Andersen	Review and update policy.
7.03q	GCQA	Instructional Staff Reduction In Force	P. Andersen	Review and update policy.

BOE Regular Meeting January 12, 2017
Item 7.03 continued

7.03r	GDM	Educational Support Staff Career Development	P. Andersen	Repeal. This content will be added to GDO/GDO-R.
7.03s	GDO,	Evaluation of Educational Support Staff	P. Andersen	Review and update to reflect current practice. Add content from GDM.
7.03t	GDQB	Resignation of Educational Support Staff	P. Andersen	Update policy.
7.03u	JHD	Exclusions and Exemptions from Student Attendance	L. Fletcher	Revised to acknowledge the possibility of revocation of an erroneous enrollment if a student would have been denied based on the policies prohibitions.
7.03v	JS	Student Use of the Internet and Electronic Communications	J. Litchenberg	Reviewed policy.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Updating policy to reflect current laws, regulations and best practices provides a solid foundation to lead the District.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After review and discussion, I move to approve the 22 policies in item 7.03.

REVIEWED BY: Chief Officers

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED				X	

BOE Regular Meeting January 12, 2017
Item 7.03 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 7.04 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Matt Meister, Director of Communications
TITLE OF AGENDA ITEM:	Revised Job Description, Marketing and Communications Specialist
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Job descriptions within the communications department are being updated to more accurately reflect the duties fulfilled by current employees given the realignment of department goals, productivity and processes since April 2014. The updates also reflect industry standard responsibilities and compensation.

RATIONALE: Accurate job descriptions provide employees clarity regarding job responsibilities and help the district increase performance through increased efficiency.

RELEVANT DATA AND EXPECTED OUTCOMES: Competitor and comparison districts in Colorado compensate at rates much higher than District 49. Similar positions compensate at \$40-50K plus. The proposed changes will not add to our current personnel count within the communications department or district.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	Accurate job descriptions provide employees clarity regarding job responsibilities and analysis of industry standard compensation keeps the district competitive for high performing workers in a competitive market space.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	The communication department serves as the direct link between the life impacts created in the classroom and the larger community. A high performing communication department increases community engagement with district activities.
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	The marketing and communication specialist markets the portfolio of schools to potential customer segments.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	The marketing and communication specialist informs the community and stakeholder populations about educational opportunities meeting the needs of each student.

FUNDING REQUIRED: \$2,485.60 plus benefits

AMOUNT BUDGETED: \$2,485.60 plus benefits

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the revised job description for the Marketing and Communications Specialist.

APPROVED BY: Peter Hilts, CEO

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

BOE Regular Meeting January 12, 2017
Item 7.04 continued

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 7.05 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Donna Richer, BOE Executive Assistant
TITLE OF AGENDA ITEM:	Revised BOE 2017-2018 Meeting Dates
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Proposal to move the November work session to the 29th for 2017-2018. Regular Board of Education meetings have typically been held on the second Thursday of the month and work sessions have been held on the fourth Wednesday of the month. November work sessions have usually been moved to the 3rd Wednesday due to the holiday break.

RATIONALE: Allows board members and staff to have a break between the two November board meetings versus holding two meetings within two weeks.

RELEVANT DATA AND EXPECTED OUTCOMES: Approving the change to the November 2017 work session and keeping due dates ahead of the break provides continuity and encourages planning.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	Regularly scheduled Board of Education meetings invite strong community participation.
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve moving the 2017 November work session date to November 29th.

APPROVED BY: Tammy Harold, Board Secretary

DATE: December 21, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					



BOE Regular Meeting January 12, 2017
Item 7.05 continued

	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 7.06 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Brett Ridgway, Chief Business Officer
TITLE OF AGENDA ITEM:	Resolution Regarding Certificate of Participation (COP) Financing
ACTION/INFORMATION/DISCUSSION:	Action

BACKGROUND INFORMATION, DESCRIPTION OF NEED: With the District 49 constituency's passage of ballot initiative 2016-3B in November 2016, the District is now expected and authorized by the constituency to proceed with capital construction plans presented in that ballot language. The initiative was designed as a Mill Levy Override, rather than a bond question in order to facilitate the combination of capital need priorities and operational priorities. Therefore, traditional bonds are not available as a financing mechanism for the capital priorities and instead we will pursue Certificates of Participation (aka CoP's), that will effectively give the District the same opportunity for financing capital projects that traditional bond instruments do.

RATIONALE: District 49 has used this approach for a number of years now, going back to the last major capital construction campaign that was initiated in the election of 2006. CoP financing is technically different than a bond as it is not a debt instrument, but rather a revenue instrument. In 2006, this was pursued because D49 did not then have the adequate bonding capacity for the necessary capital projects. Since then, CoP's have become more mainstream and a normal option for public entities to utilize for financing capital projects, and are accepted as such by investors that now see only a nominal difference in risk and therefore a nominal difference in terms of interest rates that the District will be paying for this financing instrument.

RELEVANT DATA AND EXPECTED OUTCOMES: It is expected that the District in working with its underwriting provider, Stifel Financial Corp., and transaction counsel, Butler Snow LLP, will be able to go to the municipal markets in early February to offer Certificates of Participation for sale that will generate the necessary funds to proceed with the capital projects and that the repayment stream established in those CoP's will fit within the revenue parameters presented to and approved by District 49 constituents in the November 2016 general election initiative 3B.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment.	<i>Enabling the opportunities asked for and provided by constituents with the passage of Item 3B in November 2016 exactly as presented in that ballot request.</i>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> .	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u> .	

FUNDING REQUIRED: Yes, only from 2016-3B receipts
83.5mm

AMOUNT BUDGETED: \$

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve that attached resolution and authorize the Chief Business Officer to execute and deliver a First Amendment to Site Lease, a First Amendment to Lease Purchase Agreement, a Continuing Disclosure Certificate, an Official Statement, and related documents by the District, approving the forms of related documents and providing for other matters relating thereto.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: January 4, 2017

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED	X	X	X		X

	BAY	HILTS	RIDGWAY	BELL	
COMMENTED			X	X	

RESOLUTION

A RESOLUTION OF THE BOARD OF EDUCATION OF FALCON SCHOOL DISTRICT NO. 49, AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO SITE LEASE, A FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OFFICIAL STATEMENT, AND RELATED DOCUMENTS BY THE DISTRICT; APPROVING THE FORMS OF RELATED DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, Falcon School District No. 49 (the “District”), in the County of El Paso and the State of Colorado, is a duly and regularly created, organized and existing school district, existing as such under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the Board of Education of the District (the “Board”) has the power, pursuant to Section 22-32-110(1) (b) and (c), Colorado Revised Statutes, to lease or rent, with or without an option to purchase, undeveloped or improved real property located within or outside the territorial limits of the District on such terms as the Board sees fit for use as school sites, buildings or structures, or for any school purpose authorized by law, and to provide furniture, equipment, library books and everything needed to carry out the education program of the District; and

WHEREAS, the Board has the power pursuant to Section 22-32-110(1)(f), Colorado Revised Statutes, to rent or lease district property not needed for its purposes for terms not exceeding ten years, provided that if the board anticipates that the District will become the subtenant of the property under a sublease, no finding that the property is not needed for district purposes is not needed and the term of the lease may not exceed fifty years; and

WHEREAS, For the purpose of refinancing certain certificates of participation, the District has previously executed and delivered:

(a) a Site and Improvement Lease Agreement, dated February 25, 2015 (the “2015 Site Lease”), between the District and Zions Bank, a division of ZB, National Association (formerly Zions First National Bank), as trustee (the “2015 Trustee”); and

(b) a Lease Purchase Agreement, dated February 25, 2015, (the “2015 Lease”), between the 2015 Trustee and the District; and

WHEREAS, pursuant to the 2015 Site Lease, certain property (the “2015 Leased Property”) has been leased by the District to the 2015 Trustee, and pursuant to the 2015 Lease, the 2015 Leased Property has been leased back by the Prior Trustee to the District; and

WHEREAS, in connection with the execution and delivery of the 2015 Site Lease and the 2015 Lease, the 2015 Trustee entered into an Indenture of Trust, dated February 25,

2015, (the “2015 Indenture”) pursuant to which there were executed and delivered certain Certificates of Participation, Series 2015 in the original principal amount of \$70,575,000 (the “2015 Certificates”); and

WHEREAS, under the terms of the 2015 Indenture, the District may execute and deliver Additional Certificates, without consent of or notice to the Owners of the 2015 Certificates, in order to, among other things, provide moneys to pay the costs of acquiring, constructing, improving and installing any New Facility, or of acquiring a Site for any New Facility (and costs reasonably related thereto); and

WHEREAS, the District has determined that it is in the best interest of the District and public interest and necessity to executed and deliver Additional Certificates in order to provide capital improvements to various District facilities (the “2017 Project”), and in connection therewith, amend the Site Lease and the Lease; and

WHEREAS, in connection with the 2017 Project, it is necessary to amend the 2015 Lease, the 2015 Site Lease, and the 2015 Indenture, and to add additional property to the 2015 Leased Property; and

WHEREAS, the District owns, in fee title, certain sites and the premises, buildings and improvements located thereon (the “2017 Leased Property”), as further described in the First Site Lease Amendment and the First Lease Amendment; and

WHEREAS, in order to implement the 2017 Project, the Board has determined that it is in the best interest of the District and its inhabitants that the District lease the 2017 Leased Property to the Trustee, solely in its capacity as trustee under the Indenture, pursuant to the First Site Lease Amendment (and together with the 2015 Site Lease, the “Site Lease”), and lease back the Trustee’s interest in the 2017 Leased Property pursuant to the terms of the First Lease Amendment (together with the 2015 Lease, the “Lease”) between the Trustee, as lessor, and the District, as lessee; and

WHEREAS, pursuant to the Lease, and subject to the right of the District to annually terminate the Lease and other limitations as therein provided, the District will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the District to use the Leased Property; and

WHEREAS, the District’s obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the District; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the District within the meaning of any constitutional, statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the District in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, in connection with the execution and delivery of the First Site Lease Amendment and the First Lease Amendment, the Trustee will enter into a First Supplement to Indenture of Trust (the “Indenture”) pursuant to which there will be executed and delivered one

or more series certificates of participation (the “2017 Certificates”) dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the District to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the net proceeds of the 2017 Certificates, together with other available money of the District, will be applied to finance the 2017 Project and the costs of issuance related thereto; and

WHEREAS, there has also been presented to this meeting of the Board the form of Continuing Disclosure Certificate relating to the 2017 Certificates (the “Disclosure Certificate”); and

WHEREAS, there will be executed and distributed in connection with the sale of the 2017 Certificates an Official Statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the 2017 Certificates as approved by the Chief Business Officer of the District; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), provides that a public entity, including the District, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, there has been presented to the Board and are on file at the District offices the following: (i) the proposed form of the First Site Lease Amendment; (ii) the proposed form of the First Lease Amendment; (iii) the proposed form of the Disclosure Certificate; and (iv) the proposed form of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the 2017 Certificates; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease and the Site Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF FALCON SCHOOL DISTRICT NO. 49, IN THE COUNTY OF EL PASO AND THE STATE OF COLORADO:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board or the officers, agents or employees of the Board or the District relating to the First Site Lease Amendment, the First Lease Amendment, the implementation of the 2017 Project, and the execution and delivery of the 2017 Certificates is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Board hereby finds and determines, pursuant to the Constitution and the laws of the State of Colorado that the implementation of the 2017 Project, including the payment of the costs of issuance in connection therewith, and financing the costs thereof pursuant to the terms set forth in the Site Lease, the Lease are necessary, convenient, and in furtherance of the District’s purposes and are in the best interests

of the District and the inhabitants of the District and the Board hereby authorizes and approves the same.

Section 3. Supplemental Act; Parameters. The Board hereby elects to apply all of the provisions of the Supplemental Act to the First Lease Amendment and the First Site Lease Amendment and in connection therewith delegates to any member of the Board, the Chief Education Officer and the Chief Business Officer of the District the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, in relation to the First Lease Amendment and the First Site Lease Amendment, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the First Site Lease Amendment, the rental amount to be paid by the Trustee pursuant to the First Site Lease Amendment, the term of the First Lease Amendment and the rental amount to be paid by the District pursuant to the Lease, subject to the following parameters and restrictions:

(a) the term under First Site Lease Amendment shall end no later than June 30, 2060;

(b) the term under the First Lease Amendment shall end no later than June 30, 2045;

(c) the maximum annual repayment cost of Base Rentals payable by the District under the First Lease Amendment shall not exceed \$8,000,000, and the total repayment cost shall not exceed \$160,000,000;

(d) the total aggregate principal amount of the Base Rentals payable by the District under the First Lease Amendment shall not exceed \$90,000,000;

(e) the purchase price of the 2017 Certificates shall not be less than 98%; and

(f) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2017 Certificates shall not exceed 6.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to any member of the Board, the Chief Education Officer and the Chief Business Officer the independent authority to sign a contract for the purchase of the 2017 Certificates or to accept a binding bid for the 2017 Certificates and to execute any agreement or agreements in connection therewith. In addition, any member of the Board, the Chief Education Officer and the Chief Business Officer are hereby independently authorized to determine if obtaining an insurance policy for all or a portion of the 2017 Certificates is in the best interests of the District, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Any member of the Board, the Chief Education Officer and the Chief Business Officer are also each hereby authorized to independently determine if obtaining a reserve fund insurance policy for the 2017 Certificates is in the best interests of the District, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The Board hereby agrees and acknowledges that the net proceeds of the 2017 Certificates will be used to finance a portion of the costs of the 2017 Project and to pay costs of issuance in connection therewith. The Board hereby further authorizes the application of other available money of the District to finance a portion of the costs of the 2017 Project and the costs of issuance related thereto, as determined by the Chief Business Officer.

The delegation set forth in this Section 3 shall be effective for one year following the date of adoption of this resolution.

Section 4. Approval of Documents. The First Site Lease Amendment, the First Lease Amendment, and the Disclosure Certificate, in substantially the forms presented to the Board and on file with the District, are in all respects approved, authorized and confirmed, and the President, or in his or her absence, the Vice President of the Board is hereby authorized and directed for and on behalf of the District to execute and deliver the First Site Lease Amendment, the First Lease Amendment, and the Disclosure Certificate in substantially the forms and with substantially the same contents as presented to the Board, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this resolution.

Section 5. Approval of Official Statement. A final Official Statement, in substantially the form of the Preliminary Official Statement presented to the Board and on file with the District, is in all respects approved and authorized. The President or the Vice President of the Board are hereby authorized and directed, for and on behalf of the District, to execute and deliver the final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement on file with the District, with such changes as may be approved by any member of the Board or the Chief Business Officer, and to execute any document or certificate in order to “deem” the Preliminary Official Statement as final pursuant to Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended. The distribution of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the offer and sale of the 2017 Certificates is hereby ratified, approved and authorized.

Section 6. Authorization to Execute Collateral Documents. The Secretary or Assistant Secretary is hereby authorized and directed to attest all signatures and acts of any official of the District in connection with the matters authorized by this resolution and to place the seal of the District on any document authorized and approved by this resolution. The President, Vice President, the Secretary, the Assistant Secretary, the Chief Education Officer, the Chief Business Officer, and other appropriate officials or employees of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limiting the generality of the foregoing, executing, attesting, authenticating and delivering for and on behalf of the District any and all necessary documents, instruments or certificates and performing all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the

aforementioned officials or employees of the District shall be conclusive evidence of the approval by the District of such document or instrument in accordance with the terms hereof and thereof.

Section 7. No General Obligation Debt. No provision of this resolution, the First Site Lease Amendment, the First Lease Amendment, the First Supplement, the 2017 Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the District within the meaning of any constitutional, statutory provision, nor a mandatory charge or requirement against the District in any ensuing fiscal year beyond the then current fiscal year. The District shall have no obligation to make any payment with respect to the 2017 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the District in accordance with the provisions of the Lease. Neither the First Lease Amendment nor the 2017 Certificates shall constitute a mandatory charge or requirement of the District in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the District within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the First Site Lease Amendment, the First Lease Amendment or the 2017 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the District within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the First Lease Amendment nor the 2017 Certificates shall directly or indirectly obligate the District to make any payments beyond those budgeted and appropriated for the District's then current fiscal year.

Section 8. Reasonableness of Rentals. The Board hereby determines and declares that the Base Rentals due under the First Lease Amendment, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the District under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Board hereby determines and declares that the period during which the District has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Board hereby further determines that the amount of rental payments to be received by the District from the Trustee pursuant to the Site Lease, in an amount not less than the amount set forth in Section 3 hereof, is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 9. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2017 Certificates. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2017 Certificates and as a part of the consideration of their

sale or purchase, any person purchasing or selling such 2017 Certificate specifically waives any such recourse.

Section 10. Severability. If any one or more sections, sentences, clauses or parts of this resolution shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this resolution, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this resolution so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this resolution in any one or more instances shall not affect or prejudice in any way the applicability and validity of this resolution in any other instances.

Section 11. Repealer. All bylaws, orders, and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, or resolution, or part thereof, heretofore repealed.

Section 12. Interpretation. This resolution shall be so interpreted and construed as to effectuate its general purpose.

Section 13. Effective Date. This resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED this January 12, 2017.

Marie LaVere-Wright, President
Falcon School District No. 49

(SEAL)

ATTEST:

Tammy Harold, Secretary
Falcon School District No. 49

STATE OF COLORADO)
)
COUNTY OF EL PASO) SS. CERTIFICATE OF SECRETARY
)
FALCON SCHOOL DISTRICT NO. 49)

I, Tammy Harold, the duly qualified and acting Secretary of Falcon School District No. 49 (the "District"), in the County of El Paso and State of Colorado, do hereby certify:

(1) The foregoing pages are a true and correct copy of a resolution (the "Resolution") introduced at a regular meeting of the Board of Education of the District (the "Board") on January 12, 2017.

(2) The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of January 12, 2017, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Marie LaVere-Wright, President				
David Moore, Vice President				
Tammy Harold, Secretary				
Kevin Butcher, Treasurer				
John Graham, Director				

(3) The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

(4) The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

(5) Notice of the regular meeting of January 12, 2017, in the form attached hereto as Exhibit A was posted at the District Offices not less than 24 hours prior to the meeting in accordance with law.

(6) There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said District, this January 12, 2017.

(SEAL)

Secretary

EXHIBIT A



REVISED AGENDA
REGULAR BOARD OF EDUCATION MEETING
January 12, 2017
Fantastic 49 - 6:00 p.m.
Business Meeting – 6:30 p.m.
Education Service Center – Board Room

Fantastic 49

- Reading Interventionist at Odyssey Elementary School ●

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 12/15/2016
- 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
- 4.06 Approval of Matters Relating to Schedule B Personnel
- 4.07 Approval of District Accountability Advisory Committee (DAAC) Membership
- 4.08 Approval of Correction to Job Description: Assistant Director of Special Education
- 4.09 Approval of Two Job Descriptions Impacted by the ESP Salary Schedule Change as a Result of the Increase in Minimum Wage
 - a. Crossing Guard
 - b. Lunch Monitor

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 Action on Colorado Military Academy Charter Application
- 7.02 Liberty Tree Classical Academy – Withdrawal of Charter Application
- 7.03 Action on Policy Revisions
 - a. DA Fiscal Management Goals/Priority Objectives
 - b. DGA/DGB Authorized Signatures/Check Writing Services
 - c. DIA/DIB Accounting System/Types of Funds
 - d. DIC Financial Reports and Statement
 - e. DJ/DJA Purchasing/Purchasing Authority
 - f. DJB Purchasing Procedures
 - g. DJD Cooperative Purchasing
 - h. DJG Vendor Relations

- i. DK Payment Procedures
- j. DN School Properties Disposition
- k. FBC Prioritization of Facility Improvements
- l. GBA Open Hiring/Equal Employment Opportunity
- m. GBEBG Gifts to and Solicitations by Staff
- n. GBGB Staff Personal Security and Safety
- o. GBM Staff Identification Cards
- p. GCKAA Teacher Displacement
- q. GCQA Instructional Staff Reduction in Force
- r. GDM Educational Support Staff Career Development
- s. GDO Evaluation of Educational Support Staff
- t. GDQB Resignation of Educational Support Staff
- u. JHD Exclusions & Exemptions for School Attendance
- v. JS Student Use of Internet and Electronic Communications
- 7.04 Action on Revised Job Description, Marketing and Communications Specialist
- 7.05 Approval of Revised BOE 2017-2018 Meeting Dates
- 7.06 Approval of Resolution Regarding Certificate of Participation (COP) Financing
- 7.07 Items Removed from Consent Agenda

8.00 Information Items

- 8.01 Process Improvement Update
 - a. DJB-R Purchasing Procedures
 - b. DK-R Payment Procedures
 - c. DN-E, DN-R School Properties Disposition
 - d. FBC-R Prioritization of Facility Improvements
 - e. GBM-R Staff Identification Cards
 - f. GCKAA-R Teacher Displacement
 - g. GCQA-R Instructional Staff Reduction in Force
 - h. GDO-R Evaluation on Educational Support Staff
 - i. GDQB-R Resignation of Educational Support Staff
 - j. JHD-E Exclusions & Exemptions for School Attendance
 - k. JS-R Student Use of Internet and Electronic Communications
- 8.02 Expulsion Information
- 8.03 Student Study Trips
- 8.04 Board of Education Evaluation

9.00 Discussions Items

- 9.01 New Job Description, Coordinator of Special Student Projects (5 minutes)
- 9.02 Construction Oversight – Owner’s Representative (5 minutes)
- 9.03 Amended 2016-17 Budget Update (10 minutes)
- 9.04 Amended 2016-17 Charter School Budget Update (5 minutes)
- 9.05 School Accountability Committee (SAC) Performance Report (10 minutes)
- 9.06 Unified Improvement Plans Update (10 minutes)
- 9.07 2016 3B Projects Update (10 minutes)
- 9.08 Intergovernmental Agreement – Great Outdoors Colorado Grant (10 minutes)



BOE Regular Meeting January 12, 2017
Agenda – Page 3

10.00 *Other Business*

- 10.01 Executive Session: Pursuant to CRS 24-6-402(4)(b) to receive legal advice re D49 v Strouse, SCt
Case No. 2016SC449

11.00 *Adjournment*

DATE OF POSTING: January 5, 2017

Donna Richer
Executive Assistant to the Board of Education

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street
Suite 5100
Denver, Colorado 80202
Attention: Kimberley K. Crawford, Esq.

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this Site and Improvement Lease is exempt from the documentary fee

**FIRST AMENDMENT TO
SITE AND IMPROVEMENT LEASE**

DATED AS OF FEBRUARY [__], 2017

BETWEEN

**FALCON SCHOOL DISTRICT NO. 49,
EL PASO COUNTY, COLORADO,
AS LESSOR**

AND

**ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE, AS AMENDED
AS LESSEE**

This FIRST AMENDMENT TO SITE AND IMPROVEMENT LEASE, dated as of February [___], 2017 (this “Site Lease Amendment”), is by and between the Falcon School District No. 49, El Paso County, Colorado, a school district and political subdivision duly organized and existing under the Constitution and laws of the State of Colorado (the “District”), as lessor, and Zions Bank, a division of ZB, National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as trustee under the Indenture (the “Trustee”), as lessee.

PREFACE

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement, as amended, dated as of February 25, 2015 (as amended, the “Lease”), between the Trustee, as lessor, and the District, as lessee.

RECITALS

1. The District is a duly and regularly created, organized and existing school district, existing as such under and by virtue of the Constitution and laws of the State of Colorado.

2. The Board of Education of the District (the “Board”) has the power, pursuant to Section 22-32-110(1) (b) and (c), Colorado Revised Statutes, to lease or rent, with or without an option to purchase, undeveloped or improved real property located within or outside the territorial limits of the District on such terms as the Board sees fit for use as school sites, buildings or structures, or for any school purpose authorized by law, and to provide furniture, equipment, library books and everything needed to carry out the education program of the District.

3. The Board has the power pursuant to Section 22-32-110(1)(f), Colorado Revised Statutes, to rent or lease district property not needed for its purposes for terms not exceeding ten years, provided that if the board anticipates that the District will become the subtenant of the property under a sublease, no finding that the property is not needed for district purposes is not needed and the term of the lease may not exceed fifty years.

4. For the purpose of refinancing certain certificates of participation, the District has previously executed and delivered:

(a) a Site and Improvement Lease Agreement, dated February 25, 2015 (the “2015 Site Lease”), between the District and Zions Bank, a division of ZB, National Association (formerly Zions First National Bank), as trustee (the “2015 Trustee”); and

(b) a Lease Purchase Agreement, dated February 25, 2015, (the “2015 Lease”), between the 2015 Trustee and the District.

5. Pursuant to the 2015 Site Lease, certain property (the “2015 Leased Property”) has been leased by the District to the 2015 Trustee, and pursuant to the 2015 Lease, the 2015 Leased Property has been leased back by the 2015 Trustee to the District.

6. In connection with the execution and delivery of the 2015 Site Lease and the 2015 Lease, the 2015 Trustee entered into an Indenture of Trust, dated February 25, 2015, (the “2015 Indenture”) pursuant to which there were executed and delivered certain Refunding Certificates of Participation, Series 2015 in the original principal amount of \$70,575,000 (the “2015 Certificates”).

7. Under the terms of the 2015 Indenture, the District may execute and deliver Additional Certificates, without consent of or notice to the Owners of the 2015 Certificates, in order to, among other things, provide moneys to pay the costs of acquiring, constructing, improving and installing any New Facility, or of acquiring a Site for any New Facility (and costs reasonably related thereto).

8. Under the terms of the 2015 Indenture, the District and the Trustee may amend the Site Lease and the Lease, without the consent of or notice to the Owners of the 2015 Certificates, in order to, among other things, to make additions to the Leased Property, amend the schedule of Base Rentals, and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with the Indenture.

9. The District has determined that it is in the best interest of the District and public interest and necessity to executed and deliver Additional Certificates in order to provide capital improvements to various District facilities (the “2017 Project”), and in connection therewith, amend the Site Lease and the Lease.

10. In connection with the 2017 Project, it is necessary to amend the 2015 Lease, the 2015 Site Lease, the 2015 Indenture, and to add additional property to the 2015 Leased Property.

11. The District owns, in fee title, certain Sites and the premises, buildings and improvements located thereon (as more particularly described in **Exhibit A** attached hereto, the “2017 Leased Property” and, together with the 2015 Leased Property, the “Leased Property”).

12. In order to implement the 2017 Project, the Board has determined that it is in the best interest of the District and its inhabitants that the District lease the 2017 Leased Property to the Trustee, solely in its capacity as trustee under the Indenture, pursuant to this First Site Lease Amendment, and lease back the Trustee’s interest in the 2017 Leased Property pursuant to the terms of a First Amendment to Lease Purchase Amendment (the “First Lease Amendment” and, together with the 2015 Lease, the “Lease”) between the Trustee, as lessor, and the District, as lessee.

13. Contemporaneously with the execution and delivery of this First Site Lease Amendment and the First Lease Amendment, the Trustee will enter into a First Supplement to Indenture of Trust (the “First Supplement”) pursuant to which there will be executed and delivered one or more series of certificates of participation (the “2017 Certificates”) dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the District to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

14. The net proceeds of the 2017 Certificates, together with other available money of the District, will be applied to finance the 2017 Project and the costs of issuance related thereto.

15. The Board has determined that it is in the best interests of the District and its inhabitants to execute and deliver this First Site Lease Amendment and the First Lease Amendment to finance the 2017 Project and to pay the costs of issuance in connection therewith.

16. The Trustee and the District intend that this First Site Lease Amendment, along with the 2015 Site Lease (collectively, the "Site Lease") set forth their entire understanding and agreement regarding the terms and conditions upon which the Trustee is leasing the Leased Property from the District.

17. The District proposes to enter into this First Site Lease Amendment with the Trustee as material consideration for the Trustee's agreement to lease the 2017 Leased Property to the District pursuant to the Lease. The Trustee shall prepay in full its rental payments due under this First Site Lease Amendment which rental payments shall be used by the District to effect the 2017 Project, all pursuant to this Site Lease, the Lease and the Indenture.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

Section 1. Amendment of 2015 Site Lease. Unless otherwise amended herein, all provisions of the 2015 Site Lease shall remain in full force and effect, and be applicable to the 2015 Leased Property as well as the 2017 Leased Property.

Section 2. Site Lease and Terms. Section 1 of the 2015 Site Lease shall be amended to include provisions relating to the 2017 Project as follows:

The District hereby leases to the Trustee and the Trustee hereby leases from the District, on the terms and conditions hereinafter set forth, the Leased Property, subject to Permitted Encumbrances as described in **Exhibit B** hereto.

The term of this Site Lease shall commence on the date hereof and shall end on June 30, 20[52] (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If, prior to the Site Lease Termination Date, the Trustee has transferred and conveyed the Trustee's leasehold interests in all of the Leased Property pursuant to Article 11 of the Lease as a result of the District's payment of (a) the applicable Purchase Option Price thereunder; or (b) all Base Rentals and Additional Rentals, all as further provided in Section 11.2 of the Lease, then the term of this Site Lease shall end in connection with such transfer and conveyance.

The term of any sublease of the Leased Property or any portion thereof, or any assignment of the Trustee's interest in this Site Lease, pursuant to Section 5 hereof, the Lease and the Indenture, shall not extend beyond the Site Lease Termination Date. At the end of the term of this Site Lease, all right, title and interest of the Trustee, or any sublessee or assignee, in and to the Leased Property, shall terminate. Upon such termination, the Trustee and any sublessee or assignee shall execute and deliver to the District any necessary documents prepared by or on behalf of the District releasing,

assigning, transferring and conveying the Trustee's, sublessee's or assignees' respective interests in the Leased Property.

Section 3. Rental. Section 2 of the 2015 Site Lease, "Rental", shall be amended to include the provisions relating to the 2017 Project as follows:

The Trustee has paid to the District and the District hereby acknowledges receipt from the Trustee as and for rental hereunder, paid in advance, the sum of \$[77,440,000], as and for all rent due hereunder, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, to have and to hold for the term of this Site Lease as provided herein. The District hereby determines that such amount is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of this Site Lease.

Section 4. Purpose. Section 3 of the 2015 Site Lease, "Purpose," shall be amended to include the following with respect to the 2017 Leased Property:

The Trustee shall use the 2017 Leased Property solely for the purpose of leasing the 2017 Leased Property back to the District pursuant to the First Lease Amendment and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Lease Default and the termination of the Lease, the District shall vacate the Leased Property, as provided in the Lease, and the Trustee may exercise the remedies provided in this Site Lease, the Lease and the Indenture.

Section 5. Owner in Fee. Section 4 of the 2015 Site Lease, "Owner in Fee", shall be amended to include the following representation with respect to the 2017 Leased Property:

The District represents that (a) it is the owner in fee of the 2017 Leased Property, subject only to Permitted Encumbrances as described in **Exhibit B** hereto, and (b) the Permitted Encumbrances do not and shall not interfere in any material way with the Leased Property.

Section 6. No Merger. The District and the Trustee intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease by the Trustee and the District nor the exercise of any remedies under this Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

Section 7. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Section 8. Recitals. The Recitals set forth in this First Site Lease Amendment are hereby incorporated by this reference and made a part of this First Site Lease Amendment.

Section 9. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this First Site Lease Amendment.

Section 10. Execution. This First Site Lease Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

Section 11. Governing Law. This First Site Lease Amendment shall be governed by and construed in accordance with the law of the State of Colorado.

Section 12. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the District and the Trustee have caused this First Site Lease Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

FALCON SCHOOL DISTRICT NO. 49,
as Lessor

ZIONS BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION

, solely in its capacity as Trustee under the
Indenture, as Lessee

By: _____
President

By: _____
Vice President

[SEAL]

ATTEST:

Secretary

STATE OF COLORADO)
)
COUNTY OF EL PASO) SS.
)
FALCON SCHOOL DISTRICT NO. 49)

The foregoing instrument was acknowledged before me this ____ day of February, 2017, by Marie LaVere-Wright and Tammy Harold, as President and Secretary, respectively, of Falcon School District No. 49, El Paso County, Colorado.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of February, 2017, by Ryan Pollihan, as an authorized officer of Zions Bank, a division of ZB, National Association, as Trustee.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

2015 LEASED PROPERTY

Falcon Middle School – Parcel 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEGINNING AT A POINT IN SAID SOUTHWEST QUARTER WHICH POINT LIES NORTH 78 DEGREES 05 MINUTES 25 SECONDS WEST, SAID BEARING AND ALL OTHERS IN THIS DESCRIPTION ARE ON THE COLORADO COORDINATE SYSTEM - CENTRAL ZONE, A DISTANCE OF 2,785.22 FEET FROM THE SOUTHEAST CORNER OF SECTION 25; THENCE SOUTH 90 DEGREES WEST, A DISTANCE OF 1,563.72 FEET; THENCE NORTH 19 DEGREES 55 MINUTES 32 SECONDS EAST, A DISTANCE OF 1,398.28 FEET; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 1,087.19 FEET; THENCE SOUTH 00 DEGREES EAST, A DISTANCE OF 1,314.57 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

Excepting there from that portion conveyed to El Paso county for Road Right-of-way in Deed recorded February 28, 2002 at [Reception No. 202022197](#) and as according to correction deed as recorded July 14, 2003 at [Reception No. 203160367](#).

(9755 Towner Avenue)

Sky View Middle School – Parcel 2

Lot 1, Ridgeview at Stetson Middle School, City of Colorado Springs, County of El Paso, State of Colorado.

(6350 Windom Peak)

Remington Elementary School – Parcel 3

Lot 1, Remington Elementary School Subdivision, City of Colorado Springs, County of El Paso, State of Colorado.

(2825 Pony Tracks Drive)

Evans Elementary School – Parcel 4

Lot Two (2) Block One (1) , Cimarron Eastridge Filing No. 6, City of Colorado Springs, County of El Paso, State of Colorado.

(1675 Winnebago Road)

2017 LEASED PROPERTY

ADD DESCRIPTION OF ADDITIONAL LEASED PROPERTY

EXHIBIT B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of the Lease; (b) this Site Lease, the Lease, the Indenture and any related fixture filing and any liens arising or granted pursuant to the Lease or the Indenture; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which the President or the District Representative certifies will not materially interfere with or materially impair the Leased Property, including rights or privileges in the nature of easements, licenses, permits and agreements as provided in the Lease; and (d) the easements, covenants, restrictions, liens and encumbrances (if any) to which title to the Leased Property was subject when leased to the Trustee pursuant to this Site Lease, as shown below and which do not interfere in any material way with the Leased Property.

The easements, covenants, restrictions, liens and encumbrances (if any) to which title to the Leased Property was subject when leased to the Trustee pursuant to this Site Lease are as follows:

1. Liens for ad valorem taxes and special assessments not then delinquent, if applicable.
2. This Site Lease.
3. The Lease.
4. All other encumbrances appearing of record on the date hereof.

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Kimberley K. Crawford, Esq.

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this Lease Purchase Agreement is exempt from the documentary fee

**FIRST AMENDMENT TO
LEASE PURCHASE AGREEMENT**

DATED AS OF FEBRUARY [__], 2017

BETWEEN

**ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE IDENTIFIED HEREIN,
AS LESSOR**

AND

**FALCON SCHOOL DISTRICT No. 49,
EL PASO COUNTY, COLORADO,
AS LESSEE**

This Table of Contents is not a part of this Lease and is only for convenience of reference.

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This FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT, dated as of February [___], 2017 (this “First Lease Amendment”), is by and between Zions Bank, a division of ZB, National Association, a banking association organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as trustee under the Indenture (the “Trustee”), as lessor, and the Falcon School District No. 49, El Paso County, Colorado, a school district and political subdivision duly organized and existing under the Constitution and laws of the State of Colorado (the “District”), as lessee.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this Lease.

RECITALS

1. The District is a duly and regularly created, organized and existing school district, existing as such under and by virtue of the Constitution and laws of the State of Colorado.

2. The Board of Education of the District (the “Board”) has the power pursuant to Section 22-32-110(1)(f), Colorado Revised Statutes, to rent or lease district property not needed for its purposes for terms not exceeding ten years, provided that no finding that the property is not needed for District purposes shall be necessary if the Board anticipates that the District will become the subtenant of the property under a sublease, and under such circumstances the term of the lease may exceed ten years but may not exceed fifty years.

3. The Board has the power, pursuant to Section 22-32-110(1) (b) and (c), Colorado Revised Statutes, to lease or rent, with or without an option to purchase, undeveloped or improved real property located within or outside the territorial limits of the District on such terms as the Board sees fit for use as school sites, buildings or structures, or for any school purpose authorized by law.

4. For the purpose of refinancing certain certificates of participation, the District has previously executed and delivered:

(a) a Site and Improvement Lease Agreement, dated February 25, 2015 (the “2015 Site Lease”), between the District and Zions Bank, a division of ZB, National Association (formerly Zions First National Bank), as trustee (the “2015 Trustee”); and

(b) a Lease Purchase Agreement, dated February 25, 2015, (the “2015 Lease”), between the 2015 Trustee and the District.

5. Pursuant to the 2015 Site Lease, certain property (the “2015 Leased Property”) has been leased by the District to the 2015 Trustee, and pursuant to the 2015 Lease, the 2015 Leased Property has been leased back by the Prior Trustee to the District.

6. In connection with the execution and delivery of the 2015 Site Lease and the 2015 Lease, the 2015 Trustee entered into an Indenture of Trust, dated February 25, 2015, (the “2015 Indenture”) pursuant to which there were executed and delivered certain Certificates of

Participation, Series 2015 in the original principal amount of \$70,575,000 (the “2015 Certificates”).

7. Under the terms of the 2015 Indenture, the District may execute and deliver Additional Certificates, without consent of or notice to the Owners of the 2015 Certificates, in order to, among other things, provide moneys to pay the costs of acquiring, constructing, improving and installing any New Facility, or of acquiring a Site for any New Facility (and costs reasonably related thereto).

8. Under the terms of the 2015 Indenture, the District and the Trustee may amend the Site Lease and the Lease, without the consent of or notice to the Owners of the 2015 Certificates, in order to, among other things, to make additions to the Leased Property, amend the schedule of Base Rentals, and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with the Indenture.

9. The District has determined that it is in the best interest of the District and public interest and necessity to executed and deliver Additional Certificates in order to provide capital improvements to various District facilities (the “2017 Project”), and in connection therewith, amend the Site Lease and the Lease.

10. In connection with the 2017 Project, it is necessary to amend the 2015 Lease, the 2015 Site Lease, the 2015 Indenture, and to add additional property to the 2015 Leased Property.

11. The District owns, in fee title, certain Sites and the premises, buildings and improvements located thereon (as more particularly described in **Exhibit A** attached hereto, the “2017 Leased Property” and, together with the 2015 Leased Property, the “Leased Property”).

12. In order to implement the 2017 Project, the Board has determined that it is in the best interest of the District and its inhabitants that the District lease the 2017 Leased Property to the Trustee, solely in its capacity as trustee under the Indenture, pursuant to the First Site Lease Amendment, and lease back the Trustee’s interest in the 2017 Leased Property pursuant to the terms of this First Lease Amendment (the First Lease Amendment, together with the 2015 Lease, the “Lease”) between the Trustee, as lessor, and the District, as lessee.

13. Contemporaneously with the execution and delivery of the First Site Lease Amendment and this First Lease Amendment, the Trustee will enter into a First Supplement to Indenture of Trust (the “First Supplement”) pursuant to which there will be executed and delivered one or more series of certificates of participation (the “2017 Certificates”) dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the District to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

14. The net proceeds of the 2017 Certificates, together with other available money of the District, will be applied to finance the 2017 Project and the costs of issuance related thereto.

15. The Board has determined that it is in the best interests of the District and its inhabitants to execute and deliver the First Site Lease Amendment and this First Lease Amendment to finance the 2017 Project and to pay the costs of issuance in connection therewith.

16. The payment by the District of Base Rentals and Additional Rentals hereunder in any future Fiscal Year is subject to specific Appropriations and the renewal by the Board of this Lease for such future Fiscal Year. The Base Rentals and Additional Rentals payable by the District under this Lease shall constitute current expenditures of the District.

17. Neither this Lease nor the payment by the District of Base Rentals or Additional Rentals hereunder shall be deemed or construed as creating an indebtedness of the District within the meaning of any provision of the Colorado constitution or the laws of the State of Colorado concerning or limiting the creation of indebtedness by the District, and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District within the meaning of Article X, Section 20(4) of the Colorado constitution or a mandatory charge or requirement against the District in any ensuing Fiscal Year beyond the then current Fiscal Year. The obligation of the District to pay Base Rentals and Additional Rentals hereunder shall be from year to year only, shall constitute currently budgeted expenditures of the District, shall not constitute a mandatory charge or requirement in any ensuing budget year, nor a mandatory payment obligation of the District in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. In the event that this Lease is not renewed, the sole security available to the Trustee, as lessor hereunder, shall be the Leased Property.

18. The Trustee and the District intend that this First Lease Amendment set forth their entire understanding and agreement regarding the terms and conditions upon which the District is leasing the 2017 Leased Property from the Trustee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Trustee and the District agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions Generally. All words and phrases defined in the First Supplement and the First Lease Amendment shall have the same meanings in this First Lease Amendment, unless amended hereby. Any capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Lease and the Indenture.

Section 1.2 Lease Amendment Definitions. For all purposes of the Lease and the Indenture, the following terms, except when the context otherwise requires, shall have the meanings set forth below.

“2015 Certificates” means the Refunding Certificates of Participation, Series 2015 executed and delivered pursuant to the Indenture.

“2015 Leased Property” means the 2015 Sites and the premises, buildings and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to the Lease, together with any and all additions and modifications thereto and replacements thereof.

“2015 Site” means, collectively, the real property owned by the District and leased by the District to the Trustee under the Site Lease and subleased by the Trustee to the District under the Lease, the legal descriptions of which are set forth in Exhibit A to the Lease, or an amendment or supplement thereto.

“2017 Certificates” means the Certificates of Participation, Series 2017A and Certificates of Participation, Series 2017B, each executed and delivered pursuant to the First Supplement.

“2017 Certificate Purchase Agreement” means the Certificate Purchase Agreement dated February [___], 2017, between the Underwriter and the Trustee relating to the 2017 Certificates.

“2017 Lease Amendment” means the First Amendment to Lease Purchase Agreement dated as of February [___], 2017, between the District and the Lessor.

“2017 Leased Property” means the 2017 Sites and the premises, buildings and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to the Lease, together with any and all additions and modifications thereto and replacements thereof.

“2017 Project” means the acquisition, construction, installation, renovation and equipping of improvements to various District facilities.

“2017 Site” means, collectively, the real property owned by the District and leased by the District to the Trustee under the Site Lease and subleased by the Trustee to the District under the Lease, the legal descriptions of which are set forth in Exhibit A to the Lease, or an amendment or supplement thereto.

“2017 Supplemental Indenture” means the First Supplement to Mortgage and Indenture of Trust dated as of February [___], 2017, between the Lessor and the Trustee.

Section 1.3 2017 Lease Amendment. This 2017 Lease Amendment amends and supplements the Lease and is entered into in accordance with the provisions of the Lease and the Indenture.

Section 1.4 Applicability of Lease. Except as otherwise provided herein, the provisions of the Lease (which includes the 2017 Lease Amendment) govern the 2017 Project, the Leased Property (which includes the 2015 Leased Property and the 2017 Leased Property, and the Certificates (which includes the 2015 Certificates and the 2017 Certificates).

ARTICLE 2

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the District. The District represents and covenants to the Trustee, to the extent allowed by law and subject to renewal of this Lease and Appropriation as set forth in Article 6 thereof, as follows:

(a) The District is a duly organized and existing school district and political subdivision under the Constitution and laws of the State. The District is authorized by statute and otherwise to enter into the transactions contemplated by this Lease, the Site Lease and to carry out the obligations of the District hereunder and thereunder. The District has duly authorized and approved the execution and delivery of this Lease, the Site Lease and other documents related to this transaction.

(b) The District owns the Leased Property and the Trustee has a leasehold interest in the Leased Property pursuant to the Site Lease.

(c) The leasing of the Leased Property to the Trustee pursuant to the Site Lease and the leasing or subleasing of the Leased Property from the Trustee, under the terms and conditions provided for in this Lease, and the implementation of the Refunding Project by the District, are necessary, convenient and in furtherance of the District's governmental purposes and are in the best interests of the citizens and inhabitants of the District. The District will apply the net proceeds derived from the proceeds of the Certificates, together with other available money of the District, to effectuate the 2017 Project.

(d) Neither the execution and delivery of this Lease, or the Site, nor the fulfillment of or compliance with the terms and conditions of this Lease, the Site Lease, , nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the District, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the District, except for Permitted Encumbrances.

(e) The District agrees that, except for non-renewal and non-appropriation as set forth in Article 6 of the Lease, if the District fails to perform any act which the District is required to perform under this Lease, the Trustee may, but shall not be obligated to, perform or cause to be performed such act, and any reasonable expense incurred by the Trustee in connection therewith shall be an obligation owing by the District (from moneys for which an Appropriation has been effected) to the Trustee shall be a part of Additional Rentals, and the Trustee shall be subrogated to all of the rights of the party receiving such payment.

(f) There is no litigation or proceeding pending against the District affecting the right of the District to execute this Lease, the Site Lease or the ability of the District to make the payments required hereunder or to otherwise comply with the obligations contained herein, or which, if adversely determined, would, in the aggregate or in any case, materially adversely affect the property, assets, financial condition or business of the District or materially impair the right or ability of the District to carry on its operations substantially as now conducted or anticipated to be conducted in the future.

(g) The District is in compliance with all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect to the Leased Property. Except for customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, the District shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the Leased Property without prior written notice to the Trustee and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Leased Property. If the presence of any Hazardous Substance on the Leased Property caused or permitted by the District results in contamination of the Leased Property, or if contamination of the Leased Property by any Hazardous Substance otherwise occurs for which the District is legally liable for damage resulting therefrom, then the District shall include as an Additional Rental any amount necessary to reimburse the Trustee for legal expenses incurred to defend (to the extent that an Appropriation for the necessary moneys has been effected by the District) the Trustee from claims for damages, penalties, fines, costs, liabilities or losses. The reimbursement of the Trustee's legal expenses is not an indemnification. It is expressly understood that the District is not indemnifying the Trustee and expenses of such defense shall constitute Additional Rentals. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property caused or permitted by the District results in any contamination of the Leased Property, the District shall provide prior written notice to the Trustee and promptly take all actions at its sole expense (which expenses shall constitute Additional Rentals) as are necessary to effect remediation of the contamination in accordance with legal requirements.

(h) The District covenants and agrees to comply with any applicable covenants and requirements of the District set forth in the Tax Certificate.

Section 2.2 Representations and Covenants of the Trustee. The Trustee represents and covenants as follows:

(a) The Trustee is a national banking association duly organized and existing under the laws of the United States of America. The Trustee is authorized to enter into

the Site Lease, this Lease and the Indenture and to carry out its obligations hereunder and thereunder.

(b) So long as no Event of Indenture Default has occurred and is then continuing or existing, except as specifically provided in the Site Lease or this Lease or as necessary to transfer the Trust Estate to a successor Trustee, the Trustee shall not pledge or assign the Trustee's right, title and interest in and to (i) this Lease or the Site Lease, (ii) the Base Rentals, other Revenues and collateral, security interests and attendant rights and obligations which may be derived under this Lease or the Site Lease and/or (iii) the Leased Property and any reversion therein or any of its or the Trustee's other rights under this Lease or the Site Lease or assign, pledge, mortgage, encumber or grant a security interest in its or the Trustee's right, title and interest in, to and under this Lease or the Site Lease or the Leased Property except for Permitted Encumbrances.

(c) To the Trustee's knowledge, neither the execution and delivery of this Lease, the Site Lease or the Indenture by the Trustee, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitutes a default under any of the foregoing.

ARTICLE 3

AMENDMENTS TO LEASE

Section 3.1 Amendments to Definitions in Lease. The definitions of the following terms as set forth in Article I of the Lease are hereby amended to read as follows:

"Certificates" means the 2015 Certificates and the 2017 Certificates.

"Indenture" means the Indenture of Trust, dated as of February 25, 2015, and the First Supplement to Indenture of Trust, dated as of February [___], 2017, each entered into by the Trustee, as the same may be amended or supplemented.

"Lease" means the Lease Purchase Agreement, dated as of February 25, 2015, as amended by the First Amendment to Lease Purchase Agreement, dated as of February [___], 2017, each between the Trustee, as lessor, and the District, as lessee, as the same may hereafter be amended.

"Leased Property" means 2015 Leased Property and the 2017 Leased Property.

"Site" means, collectively, the 2015 Site and the 2017 Site.

"Site Lease" means the Site and Improvement Lease, dated as of February 25, 2015, and the First Site Lease Amendment, dated as of February [___], 2017, between the District, as lessor, and the Trustee, as lessee, as the same may hereafter be amended.

Section 3.2 Amendments to Lease Exhibits. Exhibits A, B, C, and E to the 2015 Lease are hereby amended and replaced by Exhibits A, B, C, and E to this 2017 Lease Amendment.

ARTICLE 4

PROVISIONS OF THIS 2017 LEASE AMENDMENT

Section 4.1 Duration of the Lease Term; District's Annual Right to Terminate. The Lease Term shall commence as of the date hereof. The Initial Term shall terminate on June 30, 2017. This Lease may be renewed, solely at the option of the District, for [25] Renewal Terms, provided, however, that the Lease Term shall terminate no later than June 30, 2043. The District hereby finds that the maximum Lease Term hereunder does not exceed the weighted average useful life of the 2017 Leased Property. The District further determines and declares that the period during which the District has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e. the entire maximum Lease Term) does not exceed the useful life of the Leased Property. The Lease term shall be governed by, and terminated as provided in, Article IV of the Lease.

Section 4.2 Expression of District's Need for the 2017 Leased Property; Determinations as to Fair Value and Fair Purchase Price. The District hereby declares its current need for the 2017 Leased Property. It is the present intention and expectation of the District that this Lease will be renewed annually until the Trustee's interests in the Site Lease are released and unencumbered title to the Leased Property is acquired by the District pursuant to this Lease, but this declaration shall not be construed as contractually obligating or otherwise binding the District. The District and the Trustee hereby agree and determine that the increase in Base Rentals under this 2017 Lease Amendment during the Lease Term represents the fair value of the use of the 2017 Leased Property and that the Purchase Option Price represents the fair purchase price of the 2017 Leased Property at the time of exercise of the purchase option. The District has determined and hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the District under an economic compulsion to renew this Lease or to exercise its option to purchase the Trustee's leasehold interest in the 2017 Leased Property hereunder. In making such determinations, the District has given consideration to the estimated cost of the 2017 Project, the uses and purposes for which the 2017 Project will be employed by the District, the benefit to the citizens and inhabitants of the District by reason of the use and occupancy of the 2017 Leased Property pursuant to the terms and provisions of the Lease, the District's option to purchase the Trustee's leasehold interest in the 2017 Leased Property and the expected eventual vesting of unencumbered title to the 2017 Leased Property in the District. The District hereby determines and declares that the construction, acquisition, and equipping of the 2017 Project and the leasing of the 2017 Leased Property pursuant to the Lease will result in a facility of comparable quality and meeting the same requirements and standards as would be necessary if the 2017 Project were performed by the District other than pursuant to the Lease. The District hereby determines and declares that the period during which the District has an option to purchase the Trustee's leasehold interest in the 2017 Leased Property (i.e., the entire maximum Lease Term) does not exceed the useful life of the 2017 Project. The District

hereby determines that the weighted average useful life of the 2017 Project is at least 50 years. The District hereby determines and declares that the period during which the District has an option to purchase the 2017 Leased Property (i.e., the entire maximum Lease Term) does not exceed such useful life of the 2017 Project.

Section 4.3 Title Insurance for the 2017 Leased Property. Title to the 2017 Leased Property shall remain in the District, subject to the Site Lease, this Lease, and the Indenture, and any other Permitted Encumbrances, notwithstanding any provisions to the contrary in the Site Lease, this Lease or the Indenture. Concurrently with the execution and delivery of this 2017 Lease Amendment, the Trustee shall be provided with one or more commitments for one or more standard title insurance policies issued to the Trustee, insuring the Trustee's leasehold interest in the 2017 Leased Property subject only to Permitted Encumbrances, in an aggregate amount not less than the aggregate principal amount of the Certificates.

Section 4.4 Provisions Regarding Casualty, Public Liability and Property Damage Insurance. Upon the execution and delivery of this 2017 Lease Amendment, the District shall, at its own expense, cause casualty and property insurance to be carried and maintained with respect to the 2017 Leased Property in an amount equal to the estimated replacement cost of the 2017 Leased Property. Such insurance policy or policies may have a deductible clause in an amount deemed reasonable by the Board. The District may, in its discretion, insure the 2017 Leased Property under blanket insurance policies which insure not only the 2017 Leased Property, but other buildings as well, as long as such blanket insurance policies comply with the requirements hereof. If the District shall insure against similar risks by self-insurance, the District may, at its election provide for property damage insurance with respect to the 2017 Leased Property, partially or wholly by means of a self-insurance fund. If the District shall elect to self-insure, the District Representative shall annually furnish to the Trustee a certification of the adequacy of the District's reserves. The Trustee shall be named additional insured and loss payee on any property insurance.

Upon the execution and delivery of this Lease, the District shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by and on behalf of the District in connection with the use of the 2017 Leased Property, in an amount not less than the limitations provided in the Colorado Governmental Immunity Act (Article 10, Title 24, Colorado Revised Statutes, as heretofore or hereafter amended). Such insurance may contain deductibles and exclusions deemed reasonable by the Board. The public liability insurance required by this Section may be by blanket insurance policy or policies. If the District shall insure against similar risks by self-insurance, the District, at its election may provide for public liability insurance with respect to the 2017 nLeased Property, partially or wholly by means of a self-insurance fund. If the District shall elect to self-insure, the District Representative shall annually furnish to the Trustee a certification of the adequacy of the District's reserves. The Trustee shall be named as additional insured on any public liability insurance.

Any property damage insurance policy required by this Section shall be so written or endorsed as to make payments under such insurance policy payable to the District and the Trustee. Each insurance policy provided for in this Section shall contain a provision to the effect

that the insurance company shall not cancel the policy without first giving written notice thereof to the District at least 30 days in advance of such cancellation.

Upon request of the Trustee, the District shall provide certificates of insurance or other appropriate evidence of self-insurance, with appropriate endorsements attached demonstrating that the Trustee have been named as an additional insured or loss payee and that the 30-day required notice of cancellation provision is in effect. A certificate of insurance from the District or the District's insurance agent will be acceptable evidence of insurance. Certificates evidencing all insurance policies issued pursuant to this Section shall be deposited with the Trustee.

ARTICLE 5

DEMISING CLAUSE

Section 5.1 Demising Clause. The Trustee demises and leases the 2017 Leased Property to the District and the District leases the 2017 Leased Property from the Trustee, in accordance with the provisions of this 2017 Lease Amendment, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

The District and the Trustee acknowledge that the District owns the 2017 Leased Property and the District has leased the 2017 Leased Property to the Trustee pursuant to the Site Lease; and the District and the Trustee intend that there be no merger of the District's interests as sublessee under this Lease and the District's ownership interest in the Leased Property so as to cause the cancellation of the Site Lease or this Lease, or an impairment of the leasehold and subleasehold interest intended to be created by the Site Lease and this Lease.

ARTICLE 6

MISCELLANEOUS

Section 6.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given as provided in the Lease.

Section 6.2 Binding Effect. This 2017 Lease Amendment shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations contained in Article XIII of the Lease.

Section 6.3 Severability. Except for the requirement of the District to pay Base Rentals for which a specific Appropriation has been effected by the District for such purpose and the requirement of the Trustee to provide quiet enjoyment of the Leased Property and to convey the Trustee's leasehold interest in the Leased Property to the District under the conditions set forth in Article 11 of the Lease (which, if held invalid or unenforceable by any court of competent jurisdiction, may have the effect of invalidating or rendering unenforceable the other provisions of this Lease), in the event that any other provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.4 Execution in Counterparts. This 2017 Lease Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.6 Applicable Law. This 2017 Lease Amendment shall be governed by and construed in accordance with the law of the State of Colorado.

Section 6.7 Governmental Immunity. Notwithstanding any other provisions of this 2017 Lease Amendment to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended.

Section 6.8 Recitals. The Recitals set forth in this 2017 Lease Amendment are hereby incorporated by this reference and made a part of 2017 Lease Amendment.

Section 6.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2017 Lease Amendment.

Section 6.10 Trustee's Disclaimer. It is expressly understood and agreed that (a) the Lease is executed by Zions Bank, a division of ZB, National Association, solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on Zions First National Bank other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under this Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Purchase Agreement as of the day and year first above written.

FALCON SCHOOL DISTRICT NO. 49,
EL PASO COUNTY, COLORADO, as Lessee

ZIONS BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION, solely in its
capacity of Trustee under the Indenture, as
Lessor

By: _____
President

By: _____
Vice President

Attest:

By: _____
Secretary

[DISTRICT SEAL]

STATE OF COLORADO)
)
COUNTY OF EL PASO) SS.
)
FALCON SCHOOL DISTRICT NO. 49)

The foregoing instrument was acknowledged before me this ____ day of February, 2017, by Marie LaVere-Wright and Tammy Harold, as President and Secretary, respectively, of Falcon School District No. 49, El Paso County, Colorado.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of February, 2017, by Ryan Pollihan, as an authorized officer of Zions Bank, a division of ZB, National Association, as Trustee.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

2015 LEASED PROPERTY

Falcon Middle School – Parcel 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEGINNING AT A POINT IN SAID SOUTHWEST QUARTER WHICH POINT LIES NORTH 78 DEGREES 05 MINUTES 25 SECONDS WEST, SAID BEARING AND ALL OTHERS IN THIS DESCRIPTION ARE ON THE COLORADO COORDINATE SYSTEM - CENTRAL ZONE, A DISTANCE OF 2,785.22 FEET FROM THE SOUTHEAST CORNER OF SECTION 25; THENCE SOUTH 90 DEGREES WEST, A DISTANCE OF 1,563.72 FEET; THENCE NORTH 19 DEGREES 55 MINUTES 32 SECONDS EAST, A DISTANCE OF 1,398.28 FEET; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 1,087.19 FEET; THENCE SOUTH 00 DEGREES EAST, A DISTANCE OF 1,314.57 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

Excepting there from that portion conveyed to El Paso county for Road Right-of-way in Deed recorded February 28, 2002 at [Reception No. 202022197](#) and as according to correction deed as recorded July 14, 2003 at [Reception No. 203160367](#).

(9755 Towner Avenue)

Sky View Middle School – Parcel 2

Lot 1, Ridgeview at Stetson Middle School, City of Colorado Springs, County of El Paso, State of Colorado.

(6350 Windom Peak)

Remington Elementary School – Parcel 3

Lot 1, Remington Elementary School Subdivision, City of Colorado Springs, County of El Paso, State of Colorado.

(2825 Pony Tracks Drive)

Evans Elementary School – Parcel 4

Lot Two (2) Block One (1) , Cimarron Eastridge Filing No. 6, City of Colorado Springs, County of El Paso, State of Colorado.

(1675 Winnebago Road)

2017 LEASED PROPERTY

[INSERT]

EXHIBIT B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” as defined in Section 1.2 of this Lease and the following:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Right of way, whether in fee or easement only, for electrical purposes, granted to Mountain View Electric Association, Inc. by Falcon School District 49 by instrument recorded September 22, 1975 In [Book 2778 At Page 662](#) And October 1, 1975 In [Book 2780 At Page 833](#), in which the specific location of the easement is not defined.
10. Any tax fee lien or assessment by reason of inclusion in the Black Squirrel Ground Water Management District as evidenced by the order of inclusion as recorded December 11, 1979 In [Book 3260 At Page 701](#).
11. Any tax fee lien or assessment by reason of inclusion in the Falcon Fire Protection District as evidenced by the order of inclusion as recorded December 2, 1980 In [Book 3380 At Page 670](#).
12. Memorandum of Agreement Site Agreement by and between Falcon School District 49 and Sprint Spectrum L.P. as recorded October 31, 2005 at [Reception No. 205173303](#).

13. Grant of Right-of-way for Utilities and incidental purposes to Mountain View Electric Association Inc. as recorded August 13, 2003 at [Reception No. 203186825](#).
14. Grant of Right-of-way for Utilities and incidental purposes to Mountain View Electric Association Inc. as recorded March 2, 2006 at [Reception No. 206031552](#).
15. Determination of Ground Water, Office of the State Engineer as Recorded August 30, 2002 at [Reception No. 202146362](#).
16. Grant of Right-of-way for Utilities and incidental purposes to Paint Brush Hills Metropolitan District as recorded July 23, 2008 at [Reception No. 208083136](#).

NOTE: Items 9-16 Above Affect Parcel 1.

17. Notes and Easements as set forth on the Plat for Rangeview at Stetson Middle School as Recorded June 23, 2000 at [Reception No. 200072872](#)
18. An Avigation Easement as Granted to the City of Colorado Springs as recorded June 23, 2000 at [Reception No. 200072871](#).
19. Grant of Easement for Utilities and incidental purposes to U.S West Communications Inc in Easement Agreement as recorded July 28, 2000 at [Reception No. 200088331](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement recorded September 17, 1984 in [Book 3918 at page 581](#). Annexation Ordinance recorded June 12, 1984 in [Book 3881 at page 1418](#).
21. Inclusion of the subject property within the Metex Metropolitan District as evidenced by Instrument recorded January 8, 1986 in [Book 5112 at Page 285](#).

NOTE: Items 17-21 Above Affect Parcel 2.

22. Notes and Easements as set forth on the Plat for Remington Elementary School Subdivision as Recorded November 12th, 1996 at [Reception No. 96142965](#).
23. Restrictions as contained in the Special Warranty as Recorded July 2, 1996 at [Reception No. 96082541](#).
24. Any tax fee lien or assessment by reason of inclusion in the Cherokee Water and Sanitation District as evidenced by Order of inclusion as Recorded November 11, 1986 in [Book 5268 at Page 657](#).

25. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement by and between First Service Corporation and centennial Investment and Development corporation recorded December 14, 1983 in [Book 3813 at Page 1225](#) and amendment thereto recorded September 17, 1984 in [Book 3918 at Page 123](#), records of El Paso County, Colorado.
26. An Avigation and Hazard Easement granted to the City of Colorado Springs by the instrument recorded October 6, 1987 in [Book 5430 at Page 1504](#), records of El Paso County, Colorado.
27. An Avigation and Hazard Easement granted to the City of Colorado Springs by the instrument recorded April 16, 1987 in [Book 5350 at Page 250](#), records of El Paso County.

NOTE: Items 22-27 above affect Parcel 3

28. Notes and Easements as shown and set forth on the recorded plat for Cimarron Eastridge Filing No. 6 as Recorded February 9, 1984 at [Reception No. 1078751](#).
29. An Avigation and Hazard Easement granted to the City of Colorado Springs by the instrument recorded January 26, 1984 in [Book 3828 at Page 1006](#), records of El Paso County.
30. Grant of Right-of-way for Utilities and incidental purposes to Mountain View Electric Association Inc. as recorded September 2, 1975 at [Reception No. 174236](#).

Note Items 28 -30 affect Parcel 4.

END OF EXCEPTIONS

EXHIBIT C
BASE RENTALS SCHEDULE (1)

(1) With respect to Certificates that were sold in the initial offering at a discount, the difference between the stated redemption price of such Certificates at maturity and the initial offering price of those Certificates to the public will be treated as “original issue discount” for federal income tax purposes and will constitute interest on the Certificates. The following portions of principal shall be treated as interest on the Certificates maturing on the following dates:

<u>Maturity Date</u>	<u>Portion of Principal Component that is also Interest on Certificates (OID)</u>
12/15/2030	\$102,819.80
12/15/2033	111,512.70
12/15/2034	144,670.05
12/15/2037	445,665.90
12/15/2039	1,112,269.50

Base Rental payments are due on June 1 and December 1 of each year during the Lease Term. The Base Rentals have been calculated on the basis of a 360-day year of twelve 30-day months and any recalculation of Base Rentals under Section 6.2(b) hereof shall be done on the same basis. If Base Rentals are stated to be due on any date that is not a Business Day, such Base Rentals shall be due on the next day that is a Business Day without the accrual of interest on Base Rentals between such dates.

Statement Regarding the Leased Property

The duration of the Lease, throughout the maximum Lease Term, does not exceed the weighted average useful life of the Leased Property and, to the extent that the Leased Property constitutes items of personal property, such items are considered paid from the first Base Rentals described above.

EXHIBIT D

FORM OF NOTICE OF LEASE RENEWAL

To: Zions First National Bank, as Trustee
Attention: Corporate Trust Services

The undersigned is the District Representative of the Falcon School District No. 49, El Paso County, Colorado (the "District"). The District is the lessee under that certain Lease Purchase Agreement, dated as of February [___], 2017 (the "Lease"), between the District and Zions First National Bank, solely in its capacity of Trustee under the Indenture, as the lessor thereunder. I am familiar with the facts herein certified and am authorized and qualified to certify the same. The undersigned hereby states and certifies:

(a) the District has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2, 6.3 and 6.4 of the Lease, whereupon, the Lease shall be renewed for the ensuing Fiscal Year;

Initial

or

(b) the District has determined not to renew the Lease for the ensuing Fiscal Year.

Initial

FALCON SCHOOL DISTRICT NO. 49

By: _____
District Representative

EXHIBIT E

RELEASE AND AMORTIZATION SCHEDULE

PORTION OF THE LEASED PROPERTY	TOTAL AMOUNTS OF BASE RENTALS PRINCIPAL PAYMENTS AND OPTIONAL PRIOR REDEMPTIONS WHICH MUST BE MADE OR OF CERTIFICATES WHICH MUST BE PAID OR DEFEASED, TO RELEASE (1)
Remington Elementary	\$10,000,000
Evans Elementary	\$25,000,000
Falcon Middle School	\$70,575,000
Skyview Middle School	\$70,575,000

(1) Pursuant to Section 12.4 of the Lease, when the principal component of Base Rentals paid by the District, plus the principal amount of Certificates redeemed through optional redemption, or the total amount of Certificates paid or deemed to have been paid, totals the amount set forth in this column, the corresponding portion of the Leased Property will be deemed amortized and shall be released from the Site Lease, the Lease and the Indenture and the Trustee's leasehold interest therein shall be conveyed and transferred to the District, provided, however, that the remaining Leased Property shall be at least equal to the aggregate principal amount of the outstanding Certificates.

**FIRST SUPPLEMENT
TO INDENTURE OF TRUST**

DATED AS OF FEBRUARY [__], 2017

BY

**ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION
As Trustee**

This Table of Contents is not a part of this Indenture and is only for convenience of reference

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EXHIBIT A - FORM OF CERTIFICATE

A-1

FIRST SUPPLEMENT TO INDENTURE OF TRUST

THIS FIRST SUPPLEMENT TO INDENTURE OF TRUST dated as of February [___], 2017 (this “Indenture”), is executed and delivered by Zions Bank, a division of ZB, National Association, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”) for the benefit of the Owners of the Certificates as set forth in this Indenture.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this Indenture.

RECITALS

1. This First Supplement is being executed and delivered to provide for the execution, delivery and payment of and security for the 2017 Certificates, the net proceeds of which will be used to finance the 2017 Project. The 2017 Certificates evidence undivided interests in the right to receive Revenues under the Lease.

2. Pursuant to the Lease, as amended by the First Amendment, and subject to the rights of the District to not appropriate the Base Rentals and Additional Rentals thereunder and, therefore, to not renew and to terminate the Lease and other limitations as therein provided, the District is to pay certain Base Rentals directly to the Trustee, for the benefit of the Owners of the 2017 Certificates, in consideration of the District’s right to possess and use the Leased Property.

3. The Trustee has entered into this First Supplement for and on behalf of the Owners of the 2017 Certificates and the Trustee will hold the Revenues and the Leased Property and will exercise the Trustee’s rights under the Site Lease and the Lease for the equal and proportionate benefit of the Owners of the 2017 Certificates as described herein, and will disburse money received by the Trustee in accordance with this Indenture.

4. The proceeds from the sale of the 2017 Certificates to the Owners will be disbursed by the Trustee to implement the 2017 Project as described herein and in the Lease and for other purposes set forth herein.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Trustee, in consideration of the premises, the purchase of the 2017 Certificates by the Owners and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the 2017 Certificates and all other amounts payable to the Owners with respect to the 2017 Certificates, to secure the performance and observance of all the covenants and conditions set forth in the 2017 Certificates and the Indenture, and to declare the terms and conditions upon and subject to which the 2017 Certificates are executed, delivered and secured, has executed and delivered this Indenture and has granted, assigned, pledged, bargained, sold, alienated, remised, released, conveyed, set over and confirmed, and by these presents does grant, assign, pledge, bargain, sell, alienate, remise, release, convey, set over and confirm, in trust upon the terms set forth herein all

and singular the following described property, franchises and income, including any title or interest therein acquired after these presents, all and singular the following described property, franchises and income, including any title therein acquired after these presents (collectively, the "Trust Estate"):

(a) all rights, title and interest of the Trustee in, to and under the Site Lease and the Lease relating to the Leased Property, subject to Permitted Encumbrances (other than the Trustee's rights to payment of its fees and expenses under the Site Lease and the Lease and the rights of third parties to Additional Rentals payable to them under the Lease);

(b) all Revenues and any other receipts receivable by or on behalf of the Trustee pursuant to the Lease, including without limitation, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds;

(c) all money and securities from time to time held by the Trustee under this Indenture in the Base Rentals Fund, the Reserve Fund, and the Costs of Execution and Delivery Fund (but not the Rebate Fund, or any defeasance escrow fund or account), any and all other property, revenues or funds from time to time hereafter by delivery or by writing of any kind specially granted, assigned or pledged as and for additional security hereunder, by any Person in favor of the Trustee, which shall accept any and all such property and hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, the Trust Estate for the equal and ratable benefit and security of all Owners of the Certificates, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS FIRST SUPPLEMENT FURTHER WITNESSETH and it is expressly declared, that all Certificates are to be executed and delivered and all said property, rights, interests, revenues and receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, for the benefit of the Owners, as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions Generally. Unless the context clearly requires otherwise, all words and phrases defined in the Lease and the Indenture shall have the same meanings ascribed to them in this First Supplement.

Section 1.02 First Supplement Definitions. All capitalized terms defined in Article 1 of the Lease shall have the same meaning in this Indenture. In addition, the following capitalized terms shall have the following meanings under this Indenture:

“2015 Certificates” means the Refunding Certificates of Participation, Series 2015 executed and delivered pursuant to the Indenture.

“2015 Leased Property” means the 2015 Sites and the premises, buildings and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to the Lease, together with any and all additions and modifications thereto and replacements thereof.

“2015 Site” means, collectively, the real property owned by the District and leased by the District to the Trustee under the Site Lease and subleased by the Trustee to the District under the Lease, the legal descriptions of which are set forth in Exhibit A to the Lease, or an amendment or supplement thereto.

“2017 Certificates” means the Certificates of Participation, Series 2017A and Certificates of Participation, Series 2017B, each executed and delivered pursuant to the First Supplement.

“2017 Certificate Purchase Agreement” means the Certificate Purchase Agreement dated February [___], 2017, between the Underwriter and the Trustee relating to the 2017 Certificates.

“2017 Lease Amendment” means the First Amendment to Lease Purchase Agreement dated as of February [___], 2017, between the District and the Lessor.

“2017 Leased Property” means the 2017 Sites and the premises, buildings and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to the Lease, together with any and all additions and modifications thereto and replacements thereof.

“2017 Project” means the acquisition, construction, installation, renovation and equipping of improvements to various District facilities.

“2017 Site” means, collectively, the real property owned by the District and leased by the District to the Trustee under the Site Lease and subleased by the Trustee to the District under the Lease, the legal descriptions of which are set forth in Exhibit A to the Lease, or an amendment or supplement thereto.

“2017 Supplemental Indenture” means the First Supplement to Indenture of Trust dated as of February [___], 2017, between the Lessor and the Trustee.

Section 1.03 Amendments to Definitions in Indenture. Definitions in the Indenture of the following terms are hereby amended as follows:

“Certificates” means the 2015 Certificates and the 2017 Certificates.

“Indenture” means the Indenture of Trust, dated as of February 25, 2015, and the First Supplement to Indenture of Trust, dated as of February [___], 2017, each entered into by the Trustee, as the same may be amended or supplemented.

“Lease” means the Lease Purchase Agreement, dated as of February 25, 2015, as amended by the First Amendment to Lease Purchase Agreement, dated as of February [___], 2017, each between the Trustee, as lessor, and the District, as lessee, as the same may hereafter be amended.

“Leased Property” means 2015 Leased Property and the 2017 Leased Property.

“Site” means, collectively, the 2015 Site and the 2017 Site.

“Site Lease” means the Site and Improvement Lease, dated as of February 25, 2015, and the First Site Lease Amendment, dated as of February [___], 2017, between the District, as lessor, and the Trustee, as lessee, as the same may hereafter be amended.

Section 1.04 First Supplement. This First Supplement amends and supplements the Indenture and is entered into in accordance with the provisions thereof.

Section 1.05 Applicability of the Indenture. Except as otherwise provided herein, the provision of the Indenture govern the 2017 Certificates. However, specific provisions concerning and exclusive to the 2017 Certificates are contained in Sections 2.01 through 2.07 inclusive and Exhibit A of the First Supplement shall apply solely to the 2017 Certificates.

ARTICLE 2 THE CERTIFICATES

Section 2.01 Amount of the Certificates; Nature of the Certificates. The aggregate principal amount of the 2017 Certificates that may be executed and delivered pursuant to this Indenture shall be \$77,440,000. The 2017 Certificates shall constitute proportionate interests in the Trustee's right to receive the Base Rentals under the Lease and other Revenues. The 2017 Certificates shall constitute a contract between the Trustee and the Owners. In no event shall any decision by the Board not to appropriate any amounts payable under the Lease be construed to constitute an action impairing such contract.

The 2017 Certificates shall not constitute a mandatory charge or requirement of the District in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the District or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District, within the meaning of any constitutional or statutory debt provision or limitation. No provision of the 2017 Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the District within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the 2017 Certificates shall not directly or indirectly obligate the District to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the District's then current Fiscal Year.

Section 2.02 Forms, Denominations, Maturities and Other Terms of Certificates. The 2017 Certificates shall be in substantially the form attached hereto as Exhibit A and all provisions and terms of the 2017 Certificates set forth therein are incorporated in this Indenture.

The 2017 Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature on any given date. The 2017 Certificates shall be numbered consecutively in such manner as the Trustee shall determine; provided that while the 2017 Certificates are held by a Depository, one 2017 Certificate shall be executed and delivered for each maturity bearing interest at the same interest rate of the Outstanding 2017 Certificates.

The 2017 Certificates are issued under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2017 Certificates after their delivery for value.

The 2017 Certificates shall be dated February [___], 2017.

The 2017A Certificates shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:

<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		

The 2017B Certificates shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:

<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2042		

The 2017 Certificates shall bear interest from their date to maturity or prior redemption at the rates per annum set forth above, payable on each Interest Payment Date and calculated on the basis of a 360-day year of twelve 30-day months.

The payment of principal, premium, if any, and interest represented by the 2017 Certificates shall be made in lawful money of the United States of America.

The 2017 Certificates shall be subject to redemption prior to maturity, all as provided in Article 4 hereof.

Except for any 2017 Certificates for which DTC is acting as Depository or for an Owner of \$1,000,000 or more in aggregate principal amount of 2017 Certificates, the principal of, premium, if any, and interest on all 2017 Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any 2017 Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such 2017 Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2017 Certificates, the principal of, premium, if any, and interest on such 2017 Certificates shall be payable by wire transfer of funds to a bank account designated by the 2017 Certificate Owner in written instructions to the Trustee.

Interest shall be paid to the Owner of each 2017 Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of 2017 Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such purpose, irrespective of any transfer of ownership of 2017 Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by first class mail postage prepaid at least ten (10) days prior to the special record date, to the Owner of each 2017 Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice.

Section 2.03 Execution of the 2017 Certificates; Book-Entry Only. Each 2017 Certificate shall be executed with the manual signature of a duly authorized representative of the Trustee. It shall not be necessary that the same authorized representative of the Trustee sign all of the 2017 Certificates executed and delivered hereunder. In case any authorized representative of the Trustee whose signature appears on the 2017 Certificates ceases to be such representative before delivery of the 2017 Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such authorized representative had remained as such authorized representative until delivery.

No 2017 Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed in the manner prescribed by this Section, and such execution of any 2017 Certificate shall be conclusive evidence that such 2017 Certificate has been properly executed and delivered hereunder.

DTC may act as Depository for any 2017 Certificates. The 2017 Certificates for which DTC is acting as Depository shall be initially executed and delivered as set forth herein with a separate fully registered certificate (in printed or type-written form) for each of the maturities bearing interest at the same interest rate of the 2017 Certificates. Upon initial execution and delivery, the ownership of any 2017 Certificates for which DTC is acting as Depository shall be registered in the registration books kept by the Trustee, in the name of Cede & Co., as the nominee of DTC or such other nominee as DTC shall appoint in writing.

The Trustee is hereby authorized to take any and all actions as may be necessary and not inconsistent with this Indenture in order to qualify any 2017 Certificates for the Depository's book-entry system, including the execution of the Depository's form of Representation Letter.

With respect to any 2017 Certificates which shall or may be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Trustee shall not have any responsibility or obligation to any DTC Participants or to any Beneficial Owners. Without limiting the immediately preceding sentence, the Trustee shall not have any responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the 2017 Certificates, (b) the delivery to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the 2017 Certificates, including any notice of redemption, or (c) the payment to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of and premium, if any, or interest on the 2017 Certificates; except that so long as any 2017 Certificate is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of \$1,000,000 or more in aggregate principal amount of 2017 Certificates who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with the Trustee shall be provided with all notices relating to such 2017 Certificates by the Trustee.

Except as set forth above, the Trustee may treat as and deem DTC to be the absolute Owner of each 2017 Certificate for which DTC is acting as Depository for all purposes, including payment of the principal of and premium and interest on such 2017 Certificate, giving notices of redemption and registering transfers with respect to such 2017 Certificates. The Trustee shall pay all principal of and interest on the 2017 Certificates only to or upon the order of the Owners as shown on the registration books kept by the Trustee or their respective attorneys duly authorized in writing and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to the principal of and interest on the 2017 Certificates to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the registration books kept by the Trustee, shall receive a 2017 Certificate. Upon delivery by DTC to the Beneficial Owner and the Trustee, a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to any 2017 Certificates at any time after giving written notice to the Trustee and discharging its responsibilities with respect thereto under applicable law. The Trustee, upon the written

direction of the District, may terminate the services of DTC with respect to any 2017 Certificates if it determines that DTC is unable to discharge its responsibilities with respect to such 2017 Certificates or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions of DTC in respect of the 2017 Certificates can be found which, in the opinion of the Trustee is willing and able to undertake such functions upon reasonable or customary terms, or if the Trustee determines that it is in the best interests of the Beneficial Owners of the 2017 Certificates that they be able to obtain certificated 2017 Certificates, the 2017 Certificates shall no longer be restricted to being registered in the registration books of the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06. To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the 2017 Certificates will be delivered to the Beneficial Owners.

Section 2.04 Delivery of 2017 Certificates. Upon the execution and delivery of this Indenture, the Trustee is authorized to execute and deliver the 2017 Certificates either to DTC or to the purchasers thereof in the aggregate principal amounts set forth in Section 2.01 hereof, as provided in this Section:

(a) Before or upon the delivery by the Trustee of any of the 2017 Certificates, there shall be filed with the Trustee an originally executed counterpart of this First Supplement, the First Lease Amendment, the First Site Lease Amendment, approving special counsel opinion, and a title insurance commitment or commitments (with a title insurance policy to be delivered in a timely fashion after the delivery of the 2017 Certificates) under which the Trustee's leasehold interests in the Leased Property are insured; and

(b) Thereupon, the Trustee shall execute and deliver the 2017 Certificates to DTC or the purchasers thereof, upon payment to the Trustee of the purchase price set forth in the 217 Certificate Purchase Agreement. Notwithstanding anything herein to the contrary, the Trustee is authorized to execute and transfer or cause to be transferred to DTC in advance of the date of execution and delivery of the 2017 Certificates, 2017 Certificates to effect the registration and delivery thereof to the Owners pending and subject to the delivery of the opinion of Special Counsel necessary to effect the delivery of the 2017 Certificates.

Section 2.05 Incontestable Recital in 2017 Certificates. Each 2017 Certificate shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the execution and delivery of the 2017 Certificates after their delivery for value.

Section 2.06 Effect of Execution. No 2017 Certificates shall be valid or obligatory for any purpose or entitled to any security or benefit under the Indenture unless and until executed in the manner prescribed by Section 2.03 of this First Supplement, and such execution of any 2017 Certificate shall be conclusive evidence that such 2017 Certificate has been properly executed and delivered hereunder.

Section 2.07 Delivery of the 2017 Certificates. Upon the execution and delivery of this First Supplement, the Trustee shall execute and deliver the 2017 Certificates to the original purchasers thereof as hereinafter in this Section provided.

(a) Prior to the delivery by the Trustee of any of the 2017 Certificates, there shall be filed with the Trustee:

(i) Originally executed counterparts of this First Supplement and related and the First Site Lease Amendment and the First Lease Amendment (including any necessary amendment to the Base Rentals Schedule); and

(ii) A commitment or other evidence that the amount of the title insurance policy delivered in respect of the 2017 Certificates will be increased, if necessary, to reflect the amount of the 2017 Certificates and all other Outstanding Certificates (or such lesser amount) as shall be the maximum insurable value of the real property included in the Leased Property); and

(iii) A written opinion of Special Counsel to the effect that:

(1) the execution and delivery of 2017 Certificates have been duly authorized and that all conditions precedent to the delivery thereof have been fulfilled;

(2) the excludability of interest from gross income for federal income tax purposes on the 2015 Certificates will not be adversely affected by the execution and delivery of the 2017 Certificates being executed and delivered; and

(3) the sale, execution and delivery of the 2017 Certificates, in and of themselves, will not constitute an Event of Indenture Default or an Event of Lease Default nor cause any violation of the covenants or representations herein or in the Lease; and

(b) Written directions from the underwriter, with respect of the 2017 Certificates, together with written acknowledgment of the District, to the Trustee to deliver the 2017 Certificates to the purchaser or purchasers therein identified upon payment to the Trustee of a specified purchase price.

(c) Thereupon, the Trustee shall deliver the 2017 Certificates to the purchasers thereof, upon payment to the Trustee of the amounts specified in Section 3.01 hereof to be delivered to the Trustee.

ARTICLE 3 REVENUES AND FUNDS

Section 3.01 Segregation and Disposition of Proceeds of Certificates. The proceeds of the 2017 Certificates (net of Underwriter's discount and any net original issue discount) shall be accounted for as follows:

(i) \$[_____] to be deposited with the district to be applied to the 2017 Project; and

(ii) \$[_____] to the Costs of Execution and Delivery Fund to pay the Costs of Execution and Delivery.

Section 3.02 The Reserve Fund. A special fund is hereby created to be held by the Trustee and designated as the "Falcon School District No. 49, Series 2017 Reserve Fund" (the "2017 Reserve Fund"). **The 2017 Reserve Fund is not required and shall not be funded at the time of execution and delivery of the 2017 Certificates.**

Section 3.03 Rebate Fund. A special fund is hereby created and established to be held by the Trustee, and to be designated the "Falcon School District No. 49, 2017 Lease Purchase Agreement, Rebate Fund" (the "Rebate Fund"). To the extent necessary to comply with the provisions of the Tax Certificate, there shall be deposited in the Rebate Fund investment income on moneys in any fund created hereunder (except defeasance escrows). In addition to the deposit of investment income as provided herein, there shall be deposited into the appropriate account in the Rebate Fund moneys received from the District as Additional Rentals for rebate payments pursuant to the Lease; moneys transferred to an account in the Rebate Fund from any other fund created hereunder pursuant to the provisions of this Section 3.05; and all other moneys received by the Trustee when accompanied by directions not inconsistent with the Lease or this Indenture that such moneys are to be paid into an account of the Rebate Fund. The District will cause (or direct the Trustee to cause) amounts on deposit in the appropriate account in the Rebate Fund to be forwarded to the United States Treasury at the address and times provided in the Tax Certificate, and in the amounts calculated to ensure that the District's rebate obligations are met, in accordance with the District's tax covenants in Section 10.5 of the Lease. Amounts on deposit in the Rebate Fund shall not be subject to the lien of this Indenture to the extent that such amounts are required to be paid to the United States Treasury.

If, at any time after the Trustee receives instructions by the District to make any payments from the Rebate Fund, the Trustee determines that the moneys on deposit in an account of the Rebate Fund are insufficient for the purposes thereof, and if the Trustee does not receive Additional Rentals or cannot transfer investment income so as to make the amount on deposit in the appropriate account in the Rebate Fund sufficient for its purpose, the Trustee may transfer moneys to an account in the Rebate Fund from the following funds in the following order of priority: the Reserve Fund (to the extent it is cash-funded), and the Base Rentals Fund. Any moneys so advanced shall be included in the District's estimates of Additional Rentals for the ensuing Fiscal Year pursuant to the Lease and shall be repaid to the fund from which advanced upon payment to the Trustee of such Additional Rentals. Upon receipt by the Trustee of an opinion of nationally recognized bond counsel to the effect that the amount in an account of the

Rebate Fund is in excess of the amount required to be therein pursuant to the provisions of the Tax Certificate, such excess shall be transferred to the Base Rentals Fund.

The Trustee shall not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report. The District may, at its own expense, retain an independent firm of professionals in such area to calculate such rebate amounts.

Notwithstanding the foregoing, in the event that the Lease has been terminated or the District has failed to comply with Section 10.5 thereof so as to make the amount on deposit in the appropriate account in Rebate Fund sufficient for its purpose, the Trustee shall make transfers of investment income or of moneys from the above-described funds in such combination as the Trustee shall determine to be in the best interests of the Certificate Owners.

Section 3.04 Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and denominated the “Costs of Execution and Delivery Fund.” Upon the delivery of the Certificates there shall be deposited into the Costs of Execution and Delivery Fund from the proceeds of the Certificates the amounts directed by Section 3.01 hereof and the Underwriter shall deliver to the Trustee a closing memorandum detailing the anticipated amounts of Costs of Execution and Delivery. Payments from the Costs of Execution and Delivery Fund shall be made by the Trustee upon receipt of a statement or a bill for the provision of Costs of Execution and Delivery of the Certificates in the form of a requisition approved in writing by the District Representative, along with current executed W9 form for each payee, and (a) stating the payee, the amount to be paid and the purpose of the payment and (b) certifying that the amount to be paid is due and payable, has not been the subject of any previous requisition and is a proper charge against the Costs of Execution and Delivery Fund.

Any moneys held in the Costs of Execution and Delivery Fund shall be uninvested.

The Trustee shall transfer all moneys remaining in the Costs of Execution and Delivery Fund to the credit of the District upon the final payment of all Costs of Execution and Delivery, as certified in writing by the District Representative.

ARTICLE 4

REDEMPTION OF CERTIFICATES

Section 4.01 Optional Redemption. The 2017 Certificates maturing on or prior to December 15, 20[___] shall not be subject to optional redemption prior to their respective maturity dates. The 2017 Certificates maturing on and after December 15, 20[___] shall be subject to redemption prior to their respective maturity dates at the option of the District, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the District shall determine and by lot within a maturity, on December 15, 20[___] and on any date thereafter, at a redemption price equal to the principal amount of the 2017 Certificates so redeemed plus accrued interest to the redemption date without a premium.

In the case of a Prepayment in part of Base Rentals under the Lease, the Trustee shall confirm that the revised Base Rentals Schedule to be provided by the District Representative pursuant to Section 6.2(b) of the Lease sets forth Principal Portions and Interest Portions of Base Rentals that are equal to the principal and interest due on the 2017 Certificates that remain Outstanding after such Optional Redemption. For such confirmation, the Trustee may rely on a certification of the District Representative or other person as provided in Section 8.07.

Section 4.02 Mandatory Sinking Fund Redemption.

(a) The 2017 Certificates maturing on December 15, 2042 (hereinafter referred to as the "Term Certificates") are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the redemption date.

As and for a sinking fund for the redemption of the Term Certificates maturing December 15, 2042, the District will deposit \$[_____] in the Base Rentals Fund on or before December 15, 20[___], and \$[_____] in the Base Rentals Fund on or before December 15, 20[___]. The remaining \$[_____] of the Certificates maturing on December 15, 2042 shall be paid upon presentation and surrender at maturity unless redeemed pursuant to optional redemption prior to maturity.

(b) On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to call the Term Certificates indicated above (or any Term Certificate or Certificates issued to replace such Term Certificates) for redemption from the sinking fund on the next December 15, as the case may be, and give notice of such call without other instruction or notice from the District. The amount of each sinking fund installment may be reduced by the principal amount of any Term Certificates of the maturity and interest rate which are subject to sinking fund redemption on such date and which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) or otherwise canceled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the District.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Trustee Acknowledgment. The Trustee hereby acknowledges that it has consented to the amendments to the Lease, the Site Lease and the Indenture which are contained in the First Lease Amendment, the First Site Lease Amendment and the First Supplement, respectively. Such amendments have been entered into pursuant to the Indenture.

Section 5.02 Parties Interested Herein. Nothing in this First Supplement expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the District, the Trustee, and the Owners, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this First Supplement; and all the covenants, stipulations, promises and agreements in the Indenture and this First Supplement contained by and on behalf of the Trustee shall be for the sole and exclusive benefit of the District, the Trustee, and the Owners.

Section 5.03 Pledge of Revenues. The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the 2017 Certificates as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and the Indenture. The revenues pledged for the payment of the 2017 Certificates, as received by or otherwise credited to the Trustee, shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act. The lien of such pledge on the revenues pledged for payment of the 2017 Certificates and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Trustee. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract or otherwise against the Trustee irrespective of whether such persons have notice of such liens.

Section 5.04 No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2017 Certificates. Such recourse shall not be available either directly or indirectly through the Board, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2017 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

Section 5.05 Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Indenture.

Section 5.06 Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Indenture.

Section 5.07 Governing Law. This Indenture shall be governed and construed in accordance with the laws of the State of Colorado.

Section 5.08 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.09 Notices. All notices, certificates or other communications to be given hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

if to the Trustee,

Zions Bank, a division of ZB, National Association
1001 17th Street, Suite 850
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services

The Trustee may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 5.10 Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of the Trustee shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 5.11 Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in the Indenture, shall be a day other than a Business Day such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in the Indenture.

Section 5.12 Undertaking to Provide Ongoing Disclosure. The District has covenanted in the Lease to comply with the terms of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure by the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Indenture Default and the rights and remedies provided by this Indenture upon the occurrence of an Event of Indenture Default shall not apply to any such failure. The Trustee shall have no power or duty to enforce the obligations of the District under the Continuing Disclosure Certificate.

Section 5.13 Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 5.14 Amendments to Exhibits. Exhibit A to the Indenture is hereby amended as attached.

IN WITNESS WHEREOF, the Trustee has caused this Indenture to be executed all as of the date first above written.

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

EXHIBIT A
FORM OF CERTIFICATES

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Authority ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**CERTIFICATE OF PARTICIPATION,
SERIES 2017**

**Evidencing a Proportionate Interest in the
Base Rentals and other Revenues under an Annually
Renewable Lease Purchase Agreement, dated February 25, 2015, as amended, between
Zions Bank, a division of ZB, National Association, as Trustee, as lessor,
and the Falcon School District No. 49, El Paso County, Colorado
as lessee**

No. R-_____ \$_____

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	December 15, 20__	February [___], 2017	___

Registered Owner: CEDE & CO.

Principal Amount: THOUSAND DOLLARS

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Lease Purchase Agreement dated as of February 25, 2015, as amended by the First Amendment to Lease Purchase Agreement dated as of February [___], 2017 (as amended, the "Lease"), each between Zions Bank, a division of ZB, National Association, Denver, Colorado, as Trustee (the "Trustee"), as lessor, and the Falcon School District No. 49, El Paso County, Colorado, Colorado (the "District"), as lessee, and the Indenture of Trust dated as of February 25, 2015, as supplemented by the First Supplement to Indenture of Trust dated as of February [___], 2017 (as so supplemented, the "Indenture"), by the Trustee. All terms capitalized but not defined herein shall have the meanings given to them in the Indenture.

This Certificate bears interest, matures, is payable, is subject to redemption, and is transferable as provided in the Indenture.

The Certificates maturing on or prior to December 15, 20[___] shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after December 15, 20[___] shall be subject to redemption prior to their respective maturity dates at the option of the District, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the District shall determine and by lot within a maturity, on December 15, 20[___] and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date without a premium.

The Certificates maturing on December 15, 2042 (hereinafter referred to as the “Term Certificates”) are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the redemption date.

As and for a sinking fund for the redemption of the Term Certificates maturing December 15, 2042, the District will deposit \$[_____] in the Base Rentals Fund on or before December 15, 20[___], and \$[_____] in the Base Rentals Fund on or before December 15, 20[___]. The remaining \$[_____] of the Certificates maturing on December 15, 2042 shall be paid upon presentation and surrender at maturity unless redeemed pursuant to optional redemption prior to maturity.

Under the Site Lease, certain Leased Property described therein (the “Leased Property”) has been leased by the District, as lessor, to the Trustee, as lessee. Under the Lease, the Leased Property has been leased back by the Trustee, as lessor, to the District, as lessee, and the District has agreed to pay Base Rentals directly to the Trustee in consideration of the District’s right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon. The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the District.

This Certificate has been executed and delivered pursuant to the terms of the Indenture. Reference is hereby made to the Site Lease, the Lease and the Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the Certificates are delivered, and the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Site Lease and the Lease, to all of the provisions of which Site Lease, Lease and Indenture the Owner of this Certificate, by acceptance hereof, assents and agrees.

Additional Certificates may be executed and delivered pursuant to the Indenture without consent of or notice to the owners of the Certificates and upon the satisfaction of certain conditions and limitations. Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals, without preference, priority or distinction of any Certificates over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the Trustee with the written consent of the Owners of a

majority in aggregate principal amount of the Certificates outstanding, and may be amended without such consent under certain circumstances described in the Indenture.

THE OWNER OF THIS CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). The interest hereon is payable at the interest rate from the Dated Date (specified above) on June 15, 2017, and semiannually thereafter on June 15 and December 15 in each year (the "Interest Payment Dates") and thereafter (A) from the Execution Date (specified below), if this Certificate is executed on an Interest Payment Date or (B) from the last preceding Interest Payment Date to which interest has been paid in all other cases, until the Principal Amount is paid as set forth herein. Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THIS CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE TRUSTEE PURSUANT TO THE LEASE AND OTHER REVENUES AS DEFINED IN THE INDENTURE. NEITHER THE LEASE, THIS CERTIFICATE, THE CERTIFICATES, OR THE OBLIGATION OF THE DISTRICT TO PAY BASE RENTALS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE DISTRICT OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE DISTRICT, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. NEITHER THE LEASE NOR THE CERTIFICATES, HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE DISTRICT TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE DISTRICT'S THEN CURRENT FISCAL YEAR.

This Certificate is issued under the authority of Part 2 of Article 57, Title 11, Colorado Revised Statutes (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Certificate after its delivery for value.

This Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction. This Certificate is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Site Lease, the Lease or the Indenture, until executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and the statutes of the State and the Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this

Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized representative of the Trustee.

Execution Date: February [___], 2017

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Signature

Dated: _____

Signature Guaranteed:

Signature must be guaranteed by a member
of a Medallion Signature Program

Address of Transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

(End Form of Assignment)

(Form of Prepayment Panel)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Certificate have been prepaid in accordance with the terms of the Indenture, as amended, authorizing the issuance of this Certificate.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

(End of Form of Prepayment Panel)

(End Form of Certificates)

BOARD OF EDUCATION AGENDA ITEM 8.01 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	D. Richer, Executive Assistant to the BOE
TITLE OF AGENDA ITEM:	Process Improvement Update
ACTION/INFORMATION/DISCUSSION:	Discussion

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:

No.	Designation	Title	Reviewed by	Recommendations
8.01a	DJB-R	Purchasing Procedures	J. Rohr	Reviewed; no changes recommended
8.01b	DK-R	Payment Procedures	R. Johanson	Recommend repeal, in Colorado statutes
8.01c	DN-E, DN-R	School Properties Disposition	J. Rohr	Reviewed; no changes recommended
8.01d	FBC-R	Prioritization of Facility Improvements	M. Andrews	Reviewed; no changes recommended
8.01e	GBM-R	Staff Identification Cards	P. Andersen	Review and update to reflect current practice.
8.01f	GCKAA-R	Teacher Displacement	P. Andersen	Review and update regulation.
8.01g	GCQA-R	Instructional Staff Reduction In Force	P. Andersen	Review and update regulation.
8.01h	GDO-R	Evaluation of Educational Support Staff	P. Andersen	Review and update to reflect current practice. Add content from GDM.
8.01i	GDQB-R	Resignation of Educational Support Staff	P. Andersen	Adopt regulation added to reflect current practice.
8.01j	JHD-E	Exclusions and Exemptions from Student Attendance	L. Fletcher	Revised to acknowledge the possibility of revocation of an erroneous enrollment if a student would have been denied based on the policies prohibitions.
8.01k	JS-R	Student Use of the Internet and Electronic Communications	J. Litchenberg	Reviewed and updated regulation.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	

BOE Regular Meeting January 12, 2017
Item 8.01 continued

Rock #3 — Grow a robust <u>portfolio of distinct and exceptional schools</u>	Updating policy to reflect current laws, regulations and best practices provides a solid foundation to lead the District.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Information only

REVIEWED BY: Chief Officers

DATE: December 21, 2016

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED					
	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 8.02 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Nancy Lemmond, Executive Director of Individualized Education
TITLE OF AGENDA ITEM:	Expulsion Information
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

See attached confidential sheet for list of expulsions in December 2016.

RATIONALE: Board Policy

RELEVANT DATA AND EXPECTED OUTCOMES: See attachment

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Ensures compliance with all Colorado Revised Statutes
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
Rock #5 — Customize our educational systems to launch each student toward success	Provide alternative pathways to students that align with 49 Pathways Initiative

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, CEO

DATE: December 21, 2016

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED					
	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 8.03 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Barbara Austin-Seeley, Executive Assistant to CEO
TITLE OF AGENDA ITEM:	Student Study Trips
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

FHS

Washington DC Trip

Depart-10/15/17 Return-10/20/17

20 Students will attend this trip.

Cost of trip will be \$2,189 per student and includes transportation, meals, lodging and tours.

This trip will expose students to our capital and Mt. Vernon. Students will have an opportunity to earn either high school or college credit through EF Tours accredited education program.

Fundraising will be part of this trip.

FHS

Weld Central Girls Basketball Tournament

Depart-12/8/16 Return-12/10/16

22 Students will attend this trip.

Cost of trip will include transportation and lodging.

This trip will allow Varsity and JV Girls to play in an out of state tournament.

Fundraising will not be part of this trip.

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES:

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	Travel study is an important component of an appealing education, and participation in student leadership is central to our commitment to be the best district for leaders.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: No

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: December 22, 2016

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Item 8.03 continued

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED					
	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 8.04 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Donna Richer, Executive Assistant to the BOE
TITLE OF AGENDA ITEM:	Board of Education Evaluation
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED: In accordance with policy BAA, Board of Education Evaluation and Professional Development, the Board completed an annual self-evaluation instrument and sought feedback through an anonymous instrument administered by a third party aligned with the same criteria.

RATIONALE: The summative report identifying the strengths and opportunities for improvement for the Board will be made available to be the public at a regular meeting prior to board discussion.

RELEVANT DATA AND EXPECTED OUTCOMES: At the Board's Annual Peak Planning Workshop scheduled for January 28th, the Board will discuss the summative report and set annual goals for improvement with an associated Board Growth Plan. All items will be made available to the public at the February 9th regular Board meeting.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	A high performing Board of Education will earn the trust and respect of our community, which will in turn increase community support for our district. This support is key to providing the resources needed to achieve rocks 2-5.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED:

AMOUNT BUDGETED:

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Information only, for review prior to January 28th Board Annual Peak Planning Workshop.

APPROVED BY: Marie LaVere-Wright, Board President

DATE: January 4, 2017

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED				X	
	BAY	HILTS	RIDGWAY		
COMMENTED					

BOARD OF EDUCATION AGENDA ITEM 9.01 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Andy Franko, iConnect Zone Leader
TITLE OF AGENDA ITEM:	Job Description – Coordinator of Special Student Projects
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

The innovation process has led the iConnect Zone to explore opportunities to support students programs within Colorado who have exceptional talents as well as ties to unique training obligations. Specifically, connections have been made with the United States Olympic Committee, the United States Olympic Training Center, National Governing Bodies, and local dance studios. These connections are leading to partnerships which will allow the agencies to recruit, train, and prepare students while District 49, through Springs Studio for Academic Excellence and Pikes Peak Early College, educate the students. A Coordinator of Special Student Projects would provide the services necessary and appropriate to first investigate partnerships; then plan, implement, support, and revise the process of serving the student population.

RATIONALE:

SSAE and PPEC have the unique capacity to provide educational services in a flexible learning environment. The advantage of the flexible learning model in conjunction with multi-district online approval places SSAE and PPEC in exclusive opportunity to provide education to students who have commitments to developing skills in non-academic arenas. By developing partnerships and providing clear oversight of the academic process, students enrolled through this process will have the opportunity to train and perform in his or her unique arena while gaining an exceptional education. While the District 49 education opportunity is currently available, building the partnerships and program oversight is a need that will be supported by the Coordinator position.

RELEVANT DATA AND EXPECTED OUTCOMES:

It is anticipated 40 new (likely out-of-district) students will be enrolled at SSAE/PPEC in the first year of implementation. Enrollment is anticipated to grow to 80 by year two and 120 by year three as more partnerships are developed.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	This position would support both students and organizations within the community. In addition, the position would bring a level of positive exposure to the district based on the partnership developed.
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	This position would provide the essential programming and support to students who are not currently being served in our district.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	Other school organizations are currently attempting to serve students in online schools. District 49 has proven to be a top performer amongst blended learning providers. We can better serve students who need academic support.
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	Students enrolled through SSAE will have access to NCAA Clearing House certified courses, ensuring their opportunity to continue as competitive students at NCAA colleges and universities.

BOE Regular Meeting January 12, 2017
Item 9.01 continued

FUNDING REQUIRED:

AMOUNT BUDGETED: 3A MLO Funds

The DAAC Budget Subcommittee has endorsed \$60k for 2017 and \$120k for 2017/18. The position will then be budgeted through general funds. The funds will be used for salary and benefits for the Zone level position.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:

Move to a decision at the Special Board Meeting in January.

APPROVED BY: Peter Hilts, Chief Education Officer

DATE: December 16, 2016

Move the item for action at the special January 25th meeting.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED				X	X
	BAY	HILTS	RIDGWAY	FRANKO	
COMMENTED			X	X	

BOARD OF EDUCATION AGENDA ITEM 9.02 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	James Rohr, Purchasing and Contract Manager
TITLE OF AGENDA ITEM:	Construction Oversight – Owner’s Representative
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: After the passage of 2016-3B in the general election last month, it is now appropriate for the District to begin selecting vendors to assist with the completion of goals stated in that initiative.

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES: We will be hiring owner's rep services/temporary staff that will help with day-to-day project oversight. Proposals from potential Owner Reps will be received by 2 pm on January 9th. The Board has delegated Kevin Butcher to assist with selection.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<i>Clarity and transparency in key decisions to implement voter-approved initiatives.</i>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: No

AMOUNT BUDGETED: \$83.5mm projects

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Update on status to fulfill the plans of ballot initiative 2016-3B.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: January 3, 2017

LaVere-Wright noted that Kevin Butcher worked to develop some of the pre-cursor pieces but did not participate in the selection process. We as a board delegated Kevin to help develop the RFP.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED	X			X	X
	BAY	HILTS	RIDGWAY	ROHR	
COMMENTED	X		X	X	

BOARD OF EDUCATION AGENDA ITEM 9.03 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Brett Ridgway, Chief Business Officer Ron Sprinz, Finance Group Manager
TITLE OF AGENDA ITEM:	Amended Budget
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Under current statute, Colorado school districts' program formula funding is largely based on the 'October Count' of full time equivalent students (SFTE). Like many districts, we try and monitor how enrollment is trending as compared to the adopted budget.

RATIONALE: sFTE is the largest variable in determining program formula funding and since program formula funding accounts for 93% of our total general fund revenue budget, and since we are continuing to move toward a full student-based funding model, it is very appropriate to monitor sFTE early in the school year to determine what issues may come from fluctuations to the adopted budget in terms of sFTE by school.

RELEVANT DATA AND EXPECTED OUTCOMES: The actual October Count result will be the driving factor in compiling the amended budget, to be approved by the Board of Education prior to January 31, 2016. Estimates of how the October Count will unfold, and how that will affect each school and zone in turn, in terms of financial impacts, will be used in strategic decisioning throughout the course of the fall semester.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<i>Presenting such information in an open and transparent manner validates the importance placed on community trust.</i>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	<i>Informed decision making and organizational agility are key strategies we continue to pursue.</i>
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED:

AMOUNT BUDGETED: \$ 158,904,642

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: December 21, 2016

The Board was in agreement with the recommendation that the fund balance is kept at 9% for the 2016-17 fiscal year. Policy DAC may be revised at a later date. Move this item for action at the January 25th special board meeting.

BOE Regular Meeting January 12, 2017
 Item 9.03 continued

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED	X	X	X	X	X
	BAY	HILTS	RIDGWAY	SPRINZ	
COMMENTED			X	X	

BOARD OF EDUCATION AGENDA ITEM 9.04 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Ryan Johanson, Accounting Group Manager
TITLE OF AGENDA ITEM:	Amended 2016-17 Charter School Budget Update
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: January 31, 2017 is the deadline for approving the amended budget. Prior to that we would like to give the board an update of the charter school revenue from PPR and the associated district fees to orient them when the charter school amended budgets are received.

RATIONALE: As we near the date for approving the amended budget it is helpful to know how funding changes impacts our charter schools.

RELEVANT DATA AND EXPECTED OUTCOMES: The following chart shows the expected PPR amounts for charter schools to be using as their PPR revenue as well of district fees for services provided.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	This shows how monies are flowing to the charter schools and the impact of PPR changes.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio</u> of distinct and exceptional <u>schools</u>	This show how funding changes impacts our charter schools.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: \$47,448,209

AMOUNT BUDGETED: \$ 47,767,392

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: January 12, 2017

Move this item for action at the January 25th special board meeting.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED					
	BAY	HILTS	RIDGWAY	JOHANSON	
COMMENTED			X	X	

BOARD OF EDUCATION AGENDA ITEM 9.05 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Peter Hilts, Chief Education Officer
TITLE OF AGENDA ITEM:	School Accountability Committee (SAC) Performance Report
ACTION/INFORMATION/DISCUSSION:	Information

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

The Board of Education directed the CEO to develop a process for assessing and reporting on SAC performance.

RATIONALE:

Understanding SAC protocols and performance enables the board to assess our compliance and make fact-based decisions about school priorities and performance.

RELEVANT DATA AND EXPECTED OUTCOMES:

Monitoring and reporting on SAC performance will increase our ability to maintain trust and engage our community. It will also support our efforts to understand and meet the expectations of our teacher, parent, and community customers. Finally, robust SAC involvement supports robust DAAC involvement, so the board will receive more informed and representative recommendations from the District Accountability and Advisory Committee.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	SAC membership is one of the primary ways schools in District 49 can bring parents, teachers, and community members into conversations about school priorities and performance.
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED:

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Receive this report as an annual expectation in the fall semester.

APPROVED BY: Peter Hilts

DATE: January 12, 2017

LaVere-Wright and Harold stated that it should be easy to post agendas and bylaws online.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED	X	X	X	X	X
	BAY	HILTS	RIDGWAY		
COMMENTED		X			

BOARD OF EDUCATION AGENDA ITEM 9.06 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Amber Whetstine, Executive Director of Learning Services
TITLE OF AGENDA ITEM:	Unified Improvement Planning Update
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The Unified Improvement Plan (UIP) serves as our key process for planning strategic improvement efforts at the district level and in our schools related to improving student learning outcomes. With the delayed release of school performance frameworks this year, schools have developed Draft UIPs for the current school year and will continue to add action steps through 2018. The District Major Improvement Strategies (Primary Literacy, 49 Pathways, Alignment to Academic Standards and Professional Learning) guide the overall improvement work of the schools in each zone.

RATIONALE: The UIP process fulfills state-level requirements for improvement planning and accreditation as well as serves to meet compliance requirements related to READ Act, Gifted and Talented and Title I, II and III funding allocation reporting. The Board has requested updates regarding the on-going UIP process to support our commitment to our Strategy of Culture and Continuous Improvement.

RELEVANT DATA AND EXPECTED OUTCOMES:

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	The UIP process provides a template to prioritize resources aligned with improvement efforts.
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	The DAC and SAC serve to provide community input into improvement process planning.
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	Leaders have autonomy to develop improvement strategies aligned with district strategic priorities and zone / school needs.
Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive.	The district and school UIPs include strategies to build firm foundations in literacy and math.
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	The district and school UIPs include strategies to develop individualized Pathways to support student success beyond high school.

FUNDING REQUIRED: N/A

AMOUNT BUDGETED: N/A

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: N/A

APPROVED BY: Peter Hilts, CEO

DATE: December 20, 2016

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED					
	BAY	HILTS	RIDGWAY	WHETSTINE	
COMMENTED				X	

BOARD OF EDUCATION AGENDA ITEM 9.07 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Brett Ridgway, Chief Business Officer Jack Bay, Chief Operations Officer
TITLE OF AGENDA ITEM:	2016 3B Projects Update
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: The Board of Education previously provided guidance to the Administration to conduct primary research for needs, options and financing vehicles for potential participation in the November 2016 election. That work resulted in the development of a plan dubbed “Building our Future Community” and requisite language that will be placed on the November 2016 general election ballot as a result of the Board’s decision at a special meeting held on August 24, 2016. That election question subsequently passed with a near 65/35 ratio on November 8, 2016.

With that success, another set of work processes and sequences begins. We must take the direction approved for us by the constituents and implement those plans with full integrity and appropriate urgency to allow students, staff, and constituents to realize the maximum benefit from the plan for the maximum duration.

RATIONALE: Some portions of the early steps may feel like a ‘hurry up and wait’ scenario where work will be done internally to get all necessary items set, presented, and executed before visible construction begins.

RELEVANT DATA AND EXPECTED OUTCOMES: We expect to execute a plan that is faithfully consistent with the plans presented for the election question, and for those plans to be fully compliant with the ballot language approved. We expect to move with intention and urgency to drive completion of stated projects is an optimal timeframe. During this update the COO will propose some facilities staffing changes requested to provide construction oversight for the 3B MLO capital construction projects. This requested organizational change is request to ensure the successful completion and delivery of the 145 D49 capital projects that are encompassed in the 3B MLO priorities 2, 3 4 capital projects.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<i>Clarity and transparency in revenue generation strategies and related decisions.</i>
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	<i>There is no closer engagement for community participation than an election. Pursuing an election question in 2016 will need significant community participation for it to be reflective of the community’s wishes for D49</i>
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	<i>The election proposal has clear connections to increasing our portfolio of distinct and exceptional schools</i>
Rock #4 — Build <u>firm foundations of</u> knowledge, skills and experience so all learners can thrive.	<i>Recognizing that the efficiencies D49 has achieved the last several years puts the district in a position to be trusted, to be innovative and through the continuous exercise of both; building a firm foundation for the future..</i>
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	<i>A commitment to improving facilities and programs will have a positive contribution to ensuring each student has their best opportunity for success.</i>

FUNDING REQUIRED: No

AMOUNT BUDGETED: \$83.5mm capital projects
\$1mm teacher comp.

BOE Regular Meeting January 12, 2017
Item 9.07 continued

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move the MLO 3B construction oversite organization recommendation proposed by the administration for approval at the January 25, 2017 meeting.

APPROVED BY: Brett Ridgway, Chief Business Officer,
Jack Bay, Chief Operations Officer

DATE: January 4, 2017

Move this structure forward to the January 25th special board meeting.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED	X			X	X
	BAY	HILTS	RIDGWAY	MEISTER	
COMMENTED	X		X	X	

BOARD OF EDUCATION AGENDA ITEM 9.08 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	Jack Bay, Chief Operations Officer
TITLE OF AGENDA ITEM:	Intergovernmental Agreement – Great Outdoors Colorado Grant
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED: Matt Monfre and Jeff Moulton at Stetson Elementary School are working with El Paso County on a Great Outdoors Colorado school yard initiative grant with the Colorado Lottery. In order to submit the application D49 must partner with El Paso County on the grant. El Paso County has approved the partnership with D49 to submit the grant.

RATIONALE:

As part of the grant, D49 needs to enter into an Intergovernmental agreement with El Paso County in order to submit the grant to GOCO.

RELEVANT DATA AND EXPECTED OUTCOMES:

To obtain GOCO grant for the Stetson Elementary school yard initiative grant with the Colorado Lottery.

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	This grant if awarded will be beneficial to Stetson community. It will be available for public use during not school hours.
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations of</u> knowledge, skills and experience so all learners can thrive.	
Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

FUNDING REQUIRED: TBD

AMOUNT BUDGETED: The Funds will be allocated by the school leadership. The facilities team will assist with in-kind funds by installing the equipment.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Should the grant be awarded by the Colorado Lottery enter into an intergovernmental agreement with El Paso County to facilitate the grant.

APPROVED BY: Jack W. Bay Chief, Operations Officer c/o Stetson Elementary

DATE: January 4, 2017

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
COMMENTED		X		X	
	BAY	HILTS	RIDGWAY		
COMMENTED	X				

BOARD OF EDUCATION AGENDA ITEM 10.01 MINUTES

BOARD MEETING OF:	January 12, 2017
PREPARED BY:	D. Richer, Executive Assistant to BOE
TITLE OF AGENDA ITEM:	Executive Session: Pursuant to C.R.S. § 24-6-402(4)(b) to receive legal advice re D49 v Strouse, SCt Case No. 2016SC449
ACTION/INFORMATION/DISCUSSION:	Discussion

BACKGROUND INFORMATION, DESCRIPTION OF NEED:

RATIONALE:

RELEVANT DATA AND EXPECTED OUTCOMES:

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

Rock #1 —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
Rock #4 — Build <u>firm foundations</u> 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: I move to go into Executive Session pursuant to C.R.S. § 24-6-402(4)(b) to receive legal advice re D49 v Strouse, SCt Case No. 2016SC449.

APPROVED BY: Marie LaVere-Wright, Board President

DATE: December 20, 2016

Harold made the motion; seconded by Moore. The motion passed 5-0.

	BUTCHER	GRAHAM	HAROLD	LAVERE-WRIGHT	MOORE
VOTED AYE	X	X	X	X	X
VOTED NAY					
COMMENTED					

	BAY	HILTS	RIDGWAY		
COMMENTED					