

#### **DISTRICT MISSION**

... Ensure that each student is empowered to achieve his or her dreams and contribute to his or her community and world ...

#### **BOARD PURPOSE**

Providing highly effective governance for Mapleton's strategic student achievement effort.

#### **CORE ROLES**

Guiding the district through the superintendent
Engaging constituents
Ensuring effective operations and
alignment of resources
Monitoring effectiveness
Modeling excellence

# 2012 - 2013 Focus Areas

Student Achievement
Exceptional Staff
Character Development
Learning Environment
Communication
Community Involvement
Facilities Management
District Image

#### **BOARD MEMBERS**

Craig Emmert Norma Frank Raymond Garcia Karen Hoopes Ken Winslow

#### SUPERINTENDENT

Charlotte Ciancio

# Mapleton Public Schools Board of Education

Regular Meeting
Administration Building

March 26, 2013 6:00 p.m.

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Approval of Agenda
- 5. What's Right in Mapleton
- 6. Public Participation
- 7. Approval of the February 26, 2013, Board Meeting Minutes
- 8. Report of the Secretary
- 9. Consent Agenda
  - 9.1 Personnel Action, Policy EL 4.2 Mr. Crawford
  - 9.2 Finance Report, February, 2013, Policy EL 4.3 Mrs. Martinez
  - 9.3 Adoption of Board Policies, Policy EL 4.8 Ms. Ciancio
- 10. Focus: Student Achievement
  - 10.1 Instructional Materials Adoption-P.E., Policy EL 4.8 Mrs. Allenbach
- 11. Focus: Communication
  - 11.1 Calendar Adoption, Policy EL 4.8 Ms. Kapushion
  - 11.2 Connections Academy Contract, Policy EL 4.3 Ms. Kapushion
  - 11.3 Grant Acceptance, Policy EL 4.3 Ms. Kapushion
  - 11.4 Student Travel-Moot Court, Policy EL 4.8 Mrs. Allenbach
  - 11.5 Student Travel-JROTC, Policy EL 4.8 Mrs. Allenbach
- 12. Focus: Community Involvement
  - 12.1 DAAC Update, Policy AE Ms. Kapushion
- 13. Discussion of Next Agenda
- 14. Superintendent's Comments
- 15. Board Committee Update
- 16. School Board Remarks
- 17. Next Meeting Notification Tuesday, April 23, 2013
- 18. Adjournment

Welcome to a meeting of the Mapleton Public School Board of Education!

The board's meeting time is dedicated to addressing Mapleton's mission and top-priority focus areas.

"Public Participation" is an opportunity during the business meeting to present brief comments or pose questions to the board for consideration or follow-up. Each person is asked to limit his or her comments to 3 minutes.

If you are interested in helping Mapleton's efforts, please talk with any member of the district leadership team or call the district office at 303-853-1015. Opportunities abound.

Your participation is desired.

#### 1.0 CALL TO ORDER

President Norma Frank called the meeting of the Board of Education – Mapleton Public Schools to order at 6:02 p.m. on Tuesday, February 26, 2013, at the Administration Building.

#### 2.0 ROLL CALL

Craig Emmert – Vice President Absent
Norma Frank – Co-Chair Present
Ray Garcia – Co-Chair Present
Karen Hoopes – Secretary Present
Ken Winslow – Treasurer Present

#### 3.0 PLEDGE OF ALLEGIANCE

Mrs. Frank led the Pledge of Allegiance.

#### 4.0 APPROVAL OF AGENDA

**MOTION:** By Mr. Winslow, seconded by Mrs. Hoopes, to approve the Agenda as presented.

AYES: Mrs. Frank, Mr. Garcia, Mrs. Hoopes and Mr. Winslow

ABSENT: Mr. Emmert Motion carried 4-0

#### 5.0 WHAT'S RIGHT IN MAPLETON

Mrs. Allenbach reported on the Science Fair held on January 24th. The overall top performance award was given to Cambria Camp, 8<sup>th</sup> grader at Connections Academy. Mrs. Allenbach presented Cambria with an award for her outstanding project: "The Effect of Incision Site on the Regeneration of Planaria".

Mrs. Allenbach also introduced April Araiza and Diana Trejo, students at MESA, who gave a presentation about their school.

RECESS: 6:18 p.m., reconvened 6:24 p.m.

#### 6.0 PUBLIC PARTICIPATION

None

#### 7.0 APPROVAL OF MINUTES

**MOTION:** By Mr. Garcia, seconded by Mr. Winslow, to approve the minutes of the January 22, 2013, Board meeting.

AYES: Mrs. Frank, Mr. Garcia, Mrs. Hoopes and Mr. Winslow

ABSENT: Mr. Emmert Motion carried 4-0

#### 8.0 REPORT OF THE SECRETARY

None

#### 9.0 CONSENT AGENDA

**MOTION:** By Mr. Winslow, seconded by Mr. Garcia, to approve Agenda items as stated on the Board Agenda dated February 26, 2013: 9.1 Personnel Action; and 9.2 Finance Report, January, 2013.

AYES: Mrs. Frank, Mr. Garcia, Mrs. Hoopes and Mr. Winslow

ABSENT: Mr. Emmert Motion carried 4-0

# 10.0 FOCUS: STUDENT ACHIEVEMENT

#### 10.1 Curriculum Review

Mrs. Allenbach requested the Board's review of SPARK Physical Education instructional materials. SPARK stands for Sports, Play and Active Recreation for Kids and provides instructional materials designed to be practical and effective tools for Physical Education teachers. The SPARK P.E. program was designed to develop student's enjoyment of physical activity and promote life-long wellness, while increasing activity levels and skill development. A set of instructional materials have been reviewed with the DAAC and will be put on public display for the next 30 days. Final approval will be requested at the March 26, 2013, Board meeting.

#### 11.0 FOCUS: COMMUNICATION

#### 11.1 Draft Calendar

Ms. Kapushion presented the draft District Academic Calendar for 2013-2014. This calendar has been reviewed by each building staff, parents and DAAC. Final approval will be requested at the March 26, 2013, Board meeting. *A copy of the proposed calendar is included with these minutes*.

#### 11.2 Student Travel-North Valley

Mrs. Allenbach asked the Board for approval for 40 students from North Valley School for Young Adults to participate in a multi-day ski/snowboard trip sponsored in part by Snowboard Outreach Society (SOS). The trip will occur March 4-5, 2013.

**MOTION:** By Mrs. Hoopes, seconded by Mr. Winslow, to approve the student travel for North Valley School for Young Adults as presented.

AYES: Mrs. Frank, Mr. Garcia, Mrs. Hoopes and Mr. Winslow

ABSENT: Mr. Emmert Motion carried 4-0

#### 11.3 Anythink Library Intergovernmental Agreement

Mr. Brown presented the Intergovernmental Agreement (IGA) between Mapleton Public Schools and Anythink Library for review and approval.

**MOTION:** By Mr. Winslow, seconded by Mrs. Hoopes, to approve the IGA for Anythink Library and Mapleton Public Schools.

AYES: Mrs. Frank, Mr. Garcia, Mrs. Hoopes and Mr. Winslow

ABSENT: Mr. Emmert Motion carried 4-0

#### 11.4 Citizens Construction Advisory Committee Update

Mr. Brown introduced Cindy Croisant, Chair of the CCAC, to provide the latest update to the Board of Education. Asbestos removal wrapped up the first week of February allowing crews to move forward with the demolition of the classroom wing. The entire project should be completed by July 11, weather permitting.

#### 12.0 FOCUS: COMMUNITY INVOLVEMENT

#### 12.1 DAAC Update

Mrs. Kapushion introduced DAAC Chair, Karen Riley who helped provide the update to the Board. Ms. Riley said that in February the DAAC agenda was focused on the following charge: *To provide input to the Board concerning the creation and enforcement of the Conduct and Discipline Code.* 

In addition to hearing general District updates including an overview of the new proposed Physical Education Curriculum and reviewing minutes from the last DAAC meeting, the committee spent the majority of their time working with Channing Puchino, Director of Student Services, to understand the contents of the Student Handbook and processes related to student conduct and discipline.

At their next meeting, the DAAC will spend time understanding the District's work related to the following charge: *To review charter applications prior to consideration by the Board.* 

#### 12.0 DISCUSSION OF NEXT AGENDA

Mrs. Frank said on the next agenda will be the calendar adoption and any current assessment information that would be available.

#### 13.0 SUPERINTENDENT'S COMMENTS

Ms. Ciancio said that the District is thrilled that the Board approved the I.G.A. with AnyThink Library. We are eager to get children in the building with books in their hands. Administration has submitted applications for two grants from Great Outdoors Colorado and Colorado Health Foundation for Adventure Elementary School site improvements.

On March 4th we will say "goodnight" to our construction site with an Appreciation Dinner with the Neenan Company and Wember. On March 5th we will be hosting a community meeting regarding a performing arts school.

### 14.0 BOARD COMMITTEE UPDATE

None

#### 15.0 SCHOOL BOARD REMARKS

Mr. Garcia attended the CASB Winter Legislative Conference. They discussed the fact that school finance has not had a change in over 20 years. Senator Johnston has introduced a new School Finance Bill and spoke at the conference. The Bill involves formulas that put more of an emphasis on underserved districts and students. It was an excellent conference that highlighted what's new on the legislative agenda and offered an opportunity to network with colleagues.

Mr. Winslow attended the District Spelling Bee with some other board members this past week. The students did a great job spelling very difficult words. He is excited about the old building coming down and very excited about the new library

# Mapleton Public Schools Adams County School District No.1

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Mrs. Frank mentioned how much the Board thoroughly enjoys seeing and hearing from the students. It is so gratifying to see our project coming to an end. The Neenan Company handled everything in a professional manner. Now we get to see the culmination of the community partners. In these difficult economic times we must share resources.

#### 16.0 NEXT MEETING NOTIFICATION

The next Board meeting will be at 6:00 p.m. on Tuesday, March 26, 2013, at the Administration Building.

#### 17.0 ADJOURNMENT

The Board motioned to adjourn at 6:58 p.m.

Norma Frank, Board President
Karen Hoopes, Board Secretary

Submitted by Carolyn Walenczak, Recording Secretary for the Board of Education



TO: Charlotte Ciancio, Superintendent FROM: Mike Crawford, Executive Director

DATE: March 21, 2013

Policy: Treatment of Staff (EL 4.2) Report Type: Decision Making (Consent)

**SUBJECT:** Personnel Action

**Policy Wording:** The Superintendent shall neither cause nor allow organizational circumstances for staff, including employees, independent contractors and volunteers that are unfair, undignified, disorganized or unclear.

**Policy Interpretation:** This policy is interpreted to require district administration to seek Board approval for changes to district staffing.

**Decision Requested:** The Office of Human Resources recommends the following personnel information to be approved by Board Action at the regular meeting of March 26, 2013.

# **CLASSIFIED STAFF**

NEW EMPLOYEES	POSITION/FACILITY	EFFECTIVE DATE	<u>REASON</u>
Bath, Jr., Jimmey	Custodian/Skyview Campus	03/19/2013	New Hire
Escobar, Luz	Nutrition Serv. Sub./Nutrition Services	02/22/2013	New Hire
Frawley, Paul	Custodian/Skyview Campus	03/13/2013	New Hire
Marrujo, Jr., Cipriano	Custodian/Skyview Campus	02/26/2013	New Hire
Nedrick, Shallia	Substitute Bus Driver/Transportation	02/22/2013	New Hire
Scheu, Maria	Nutrition Serv. Sub./Nutrition Services	02/25/2013	New Hire

RESIGNATIONS/TERM.	POSITION/FACILITY	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Garfio, Patricia	Nutrition Serv. Sub./Nutrition Services	02/21/2013	Resignation
Lucero, Patrick	Custodian/Skyview Campus	03/05/2013	Dismissal
Lyons, Julius	Custodian/Skyview Campus	02/27/2013	Resignation
MarquezdeMurrillo, Maria	Substitute Custodian/Operations	02/26/2013	Resignation
Ruiz, Geraldine	Paraprofessional/Adventure	02/26/2013	Resignation
Skiles, Catherine	Bus Driver/Transportation	03/12/2013	Resignation
Sonder, Martha	Custodian/Welby/Explore	03/04/2013	Dismissal

# **CLASSIFIED REQUESTS**

No Requests at This Time

# **CERTIFIED STAFF**

NEW EMPLOYEES	POSITION/FACILITY	EFFECTIVE DATE	<u>REASON</u>
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No Requests at This Time

RESIGNATIONS/TERM.	POSITION/FACILITY	EFFECTIVE DATE	<b>REASON</b>
Foley, Sean	6 <sup>th</sup> /Valley View	03/22/2013	Resignation
Iten, Scott	.5 PSOC/MEC	04/05/2013	Resignation

### **CERTIFIED REQUESTS**

Greer Anthony, Language Arts Teacher at MEC, is requesting a Family Medical Leave of Absence beginning February 7, 2013 through February 19, 2013.

Curtis Heimbuck, 5<sup>th</sup> Grade Teacher at Meadow, is requesting a Family Medical Leave of Absence (Paternity) beginning April 1, 2013 through April 5, 2013.

Karla Kohman, Director of Assessment, is requesting to retire effective March 29, 2013 and will transition.

Chris Schor, School Director at Achieve, is requesting to retire effective May 31, 2013 and will transition.

SUBSTITUTE TEACHERS
ADDITIONS DELETIONS

Guisti, Francesca Jonson, Victoria Michovich, Jorge Penn, Toni Smith, Lance

#### **GENERAL FUND**

	Period* Feb 1- Feb 28	Year to Date** 2012-2013	Budget*** 2012-2013
REVENUES			
Total Local Revenue Total Intermediate Revenue Total County Revenue Total State Revenue Total Federal Revenue Total Transfers Total Loan Revenue	435,318 0 0 3,092,995 94,265 (212,890) 0	2,002,158 4,433 0 25,985,375 539,859 (1,817,528) 0	18,868,666 2,430 0 38,789,183 1,142,222 (6,310,459) 0
Total General Fund Revenue	3,409,688	26,714,298	52,492,042
EXPENDITURES			
Total Salaries Total Benefits Total Purchased Professional Services Total Purchased Property Services Total Other Purchased Services Supplies & Materials Property Other Objects Other Uses of Funds Other Total General Fund Expenditures	2,587,954 683,399 58,605 42,997 738,575 214,246 23,306 3,413 0 0	19,485,878 5,091,316 758,098 704,424 6,516,984 1,571,767 79,996 84,565 25,063 0 34,318,091	30,062,146 8,034,650 5,541,628 1,266,746 684,527 7,970,813 115,334 58,370 26,500 0 53,760,715
Beginning Fund Balance Fund Balance Year to Date		6,340,069 -1,263,724	

<sup>\*</sup> Revenue and Expenditures for the month.

\*\*Revenue and Expenditures from July 1, 2012

\*\*\* Based on Supplemental FY 2013 Budget

# **GENERAL FUND**

	Percent of 2012-2013	Prior Year to Date 2011-2012	Percent of 2011-2012
REVENUES			
Total Local Revenue	10.61%	2,609,226	13.49%
Total Intermediate Revenue	182.44%	2,430	152.07%
Total County Revenue	0.00%	0	0.00%
Total State Revenue	66.99%	25,071,576	68.19%
Total Federal Revenue	47.26%	468,150	37.18%
Total Transfers	28.80%	(1,537,874)	23.48%
Total Loan Revenue	0.00%	0	0.00%
Total General Fund Revenue	50.89%	26,613,508	52.37%
EXPENDITURES			
Total Salaries	64.82%	19,146,175	64.79%
Total Benefits	63.37%	4,960,403	64.61%
Total Purchased Professional Services	13.68%	586,922	43.82%
Total Purchased Property Services	55.61%	679,107	65.33%
Total Other Purchased Services	952.04%	6,401,945	63.55%
Supplies & Materials	19.72%	1,364,063	45.62%
Property	69.36%	81,766	39.78%
Other Objects	144.88%	317,386	6.14%
Other Uses of Funds	94.58%	26,500	82.81%
Other	0.00%	0	0.00%
Total General Fund Expenditures	63.83%	33,564,267	57.79%

#### OTHER FUNDS

	Period* Feb 1- Feb 28	Year to Date** 2012-2013	Budget*** 2012-2013
REVENUES			
CPP/Preschool Fund	0	62,802	1,317,225
Governmental Grants Fund	87,103	1,792,122	3,624,165
Capital Reserve Fund	111,095	1,877,713	2,259,085
Insurance Reserve Fund	0	541,504	541,290
Bond Redemption Fund	51,868	139,956	3,037,550
Food Service Fund	38,698	900,047	2,247,584
Building Fund	0	913	732,275
Total Revenue, Other Funds	288,763	5,315,056	13,759,174
EXPENDITURES			
CPP/Preschool Fund	107,238	868,945	1,370,674
Governmental Grants Fund	280,039	2,057,297	3,627,965
Capital Reserve Fund	20,774	1,522,487	2,731,687
Insurance Reserve Fund	(1,514)	434,072	590,540
Bond Redemption Fund	0	2,198,846	4,946,235
Food Service Fund	239,220	1,492,933	2,426,984
Building Fund	43,284	12,368,512	24,848,734
Total Expenditures, Other Funds	689,041	20,943,092	40,542,819

<sup>\*</sup> Revenue and Expenditures for the month.

\*\*Revenue and Expenditures from July 1, 2012

\*\*\* Based on Supplemental FY 2013 Budget

# OTHER FUNDS

	Percent of 2012-2013	Prior Year to Date 2011-2012	Percent of 2011-2012
REVENUES			
CPP/Preschool Fund	0.00%	58,505	4.24%
Governmental Grants Fund	0.00%	1,692,379	39.12%
Capital Reserve Fund	4.92%	1,908,083	83.80%
Insurance Reserve Fund	0.00%	541,930	100.09%
Bond Redemption Fund	1.71%	183,443	6.04%
Food Service Fund	1.72%	1,095,392	52.30%
Buidling Fund	0.00%	22,163,809	83.19%
Total Revenue, Other Funds	38.63%	27,643,541	68.59%
EXPENDITURES			
CPP/Preschool Fund	63.40%	921,242	66.03%
Governmental Grants Fund	0.00%	2,435,199	56.29%
Capital Reserve Fund	55.73%	1,616,527	59.86%
Insurance Reserve Fund	73.50%	526,599	88.47%
Bond Redemption Fund	44.45%	2,168,471	41.60%
Food Service Fund	61.51%	1,683,812	80.39%
Building Fund	49.78%	28,515,334	49.24%
Total Expenditures, Other Funds	51.66%	37,867,184	51.01%

#### **NEW AMERICA CHARTER**

	Period* Jan 1-Jan 31	Year to Date** 2012-2013	Budget*** 2012-2013	Percent of 2012-2013
Beginning Fund Balance			195,278	
REVENUES				
Per Pupil Funding At Risk Funding Risk/Cap Reserve Cap Reserve Grant Revenue CO Graduation Pathways ECEA ELPA IDEA Ed Jobs Comm Learning Ctr EARS E-Rate Misc Rev	213,707 0 0 1,566 0 0 0 2,047 0 0 0 1,330 0	1,570,210 0 9,396 15,458 6,750 0 7,227 0 42,644 0 1,330 504	2,517,951 0 0 18,792 47,165 7,500 14,076 69,783 0 145,947 47,917 40,000 0	62.36% 0.00% 0.00% 50.00% 0.00% 0.00% 10.36% 0.00% 29.22% 0.00% 3.33% 0.00%
Total Revenue	218,650	1,653,519	3,104,409	53.26%
EXPENDITURES				
Salaries Benefits Purchased Services Supplies & Materials Equipment Other	88,444 31,180 106,219 6,985 0 2,643	552,548 169,570 750,930 48,311 1,820 6,453	1,064,909 297,390 1,349,599 152,980 30,000 209,531	51.89% 57.02% 55.64% 31.58% 6.07% 3.08%
Total Expenditures	235,470	1,529,632	3,104,409	49.27%

<sup>\*</sup> The charter has a 25 day grace period for reporting

<sup>\*\*</sup>Revenue and Expenditures from July 1, 2012 \*\*\* Based on Supplemental FY 2013 Budget

Report Date 03/21/13 02:10 PM Period Ending 02/28/13

Account Period 08

#### Mapleton Public Schools

Balance Sheet Summary

FJBAS01A

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 10 GENERAL FUND -3,107,316.36 3,973,408.35 10-000-00-0000-8101-000-0000-00-3 Cash-US Bank 7,080,724.71 1,252,458.04 .00 .00 10-000-00-0000-8101-000-0000-02-3 Cash-North Valley Bank .00 .00 -1,375,092.45 -1,263,586.92 10-000-00-0000-8101-000-0000-03-3 Payroll Acct-US Bank 111,505.53 -1,967,112.07 400.00 10-000-00-0000-8103-000-0000-01-3 Petty Cash-SKV Academy 400.00 . 00 .00 .00 10-000-00-0000-8103-000-0000-02-3 Petty Cash-FREC .00 .00 .00 10-000-00-0000-8103-000-0000-03-3 Petty Cash-MESA .00 1,000.00 1,000.00 .00 .00 .00 10-000-00-0000-8103-000-0000-04-3 Petty Cash-NORTH VALLEY SYA .00 .00 .00 200.00 10-000-00-0000-8103-000-0000-05-3 Petty Cash-Explore Elem 200.00 .00 .00 150.00 10-000-00-0000-8103-000-0000-08-3 Petty Cash-Support Service 150.00 . 00 .00 200.00 10-000-00-0000-8103-000-0000-11-3 Petty Cash-Achieve 200.00 .00 10-000-00-0000-8103-000-0000-12-3 Petty Cash-Adventure 200.00 .00 .00 200.00 . 00 200.00 10-000-00-0000-8103-000-0000-13-3 Petty Cash-Clayton Partnership 200.00 .00 .00 .00 10-000-00-0000-8103-000-0000-14-3 Petty Cash-Enrichment .00 .00 300.00 .00 300.00 10-000-00-0000-8103-000-0000-15-3 Petty Cash-Valley View . 00 .00 200.00 10-000-00-0000-8103-000-0000-16-3 Petty Cash-Highland 200.00 .00 .00 300.00 10-000-00-0000-8103-000-0000-17-3 Petty Cash-Meadow Community 300.00 .00 300.00 10-000-00-0000-8103-000-0000-18-3 Petty Cash-Monterey Community 300.00 .00 .00 200.00 10-000-00-0000-8103-000-0000-19-3 Petty Cash-Preschool 200.00 .00 .00 10-000-00-0000-8103-000-0000-21-3 Petty Cash-York Intl 600.00 .00 600.00 . 00 .00 850.00 10-000-00-0000-8103-000-0000-31-3 Petty Cash-Skyview High School 850.00 .00 .00 10-000-00-0000-8103-000-0000-32-3 Petty Cash-Skyview Athletics .00 .00 .00 .00 300.00 10-000-00-0000-8103-000-0000-35-3 Petty Cash-Mapleton Prep 300.00 .00 300.00 10-000-00-0000-8103-000-0000-36-3 Petty Cash-GLA 300.00 .00 .00 10-000-00-0000-8103-000-0000-46-3 Petty Cash-Media Services .00 300.00 300.00 .00 .00 500.00 10-000-00-0000-8103-000-0000-48-3 Petty Cash-Instr/Curriculum 500.00 .00 .00 100.00 10-000-00-0000-8103-000-0000-50-3 Petty Cash-Public Relations 100.00 .00 .00 200.00 10-000-00-0000-8103-000-0000-51-3 Petty Cash-Technology 200.00 .00 500.00 500.00 . 00 10-000-00-0000-8103-000-0000-53-3 Petty Cash-Off/Supt .00 .00 300.00 10-000-00-0000-8103-000-0000-57-3 Petty Cash-Staff Development 300.00 .00 .00 500.00 10-000-00-0000-8103-000-0000-59-3 Petty Cash-Administration Office 500.00 .00 .00 200.00 10-000-00-0000-8103-000-0000-61-3 Petty Cash-Finance Office 200.00 .00 .00 800.00 10-000-00-0000-8103-000-0000-62-3 Petty Cash-Fin/Central 800.00 .00 10-000-00-0000-8103-000-0000-65-3 Petty Cash-Transportation .00 .00 .00 .00 .00 400.00 10-000-00-0000-8103-000-0000-66-3 Petty Cash-Maintenance 400.00 .00 10-000-00-0000-8103-000-0000-67-3 Petty Cash-Custodial 200.00 .00 200.00 . 00 10-000-00-0000-8111-000-0000-01-3 Investment-ColoTrust 2,532,962.15 -139.529.25 -2,391,585.66 141,376.49 . 00 . 0.0 .00 10-000-00-0000-8111-000-0000-04-3 Investment-Federal Home Loan Bank .00 .00 .00 10-000-00-0000-8111-000-0000-08-3 Wells Fargo TAN Loan .00 .00

Report Date 03/21/13 02:10 PM
Period Ending 02/28/13
Account Period 08

# Mapleton Public Schools

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3,859,170.41

Balance Sheet Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	10	GENERAL FUND				
		10-000-00-0000-8103-000-0000-37-3 NVYAS Petty Cash	200.00	.00	.00	200.00
		10-000-00-0000-8121-000-0000-00-3 Property Taxes Receivable	1,250,655.30	.00	-874,570.18	376,085.12
		10-000-00-0000-8122-000-0000-00-3 Allow Uncollect Property Tax	.00	.00	.00	.00
		10-000-00-0000-8141-000-0000-01-3 Due from Intergovernmental	.00	.00	.00	.00
		10-000-00-0000-8141-000-0000-03-3 Due from State Gov't	.00	.00	.00	.00
		10-000-00-0000-8141-000-3120-03-3 Accounts Receivable Voc Ed	.00	.00	.00	.00
		10-000-00-0000-8153-000-0000-01-3 Accounts Receivable	135,207.32	.00	-167,016.77	-31,809.45
		10-000-00-0000-8153-000-0000-02-3 Accounts Receivable-Retired	3,974.52	-1,258.25	6,118.89	10,093.41
		10-000-00-0000-8153-000-0000-03-3 Accounts Receivable-Employees	.00	.00	.00	.00
		10-000-00-0000-8153-000-0000-04-3 Accounts Receivable-BOCES	.00	.00	.00	.00
		10-000-00-0000-8181-000-0000-00-3 Prepaid Expenes	.00	.00	.00	.00
		10-000-95-0000-8142-000-4010-00-3 Consolidated Title I Receivable	431,467.00	-8,203.00	-241,375.00	190,092.00
		10-000-95-0000-8142-000-4389-00-3 Consolidated Federal ARRA Receivable	.00	.00	.00	.00
		10-000-00-0000-8132-000-0000-18-3 Due To/From Insurance Reserve Fund	.00	.00	.00	.00
		10-000-00-0000-8132-000-0000-19-3 Due To/From C.P.P. Fund	-80,546.53	-1,716.69	184,695.93	104,149.40
		10-000-00-0000-8132-000-0000-22-3 Due To/From Gov't Grants Fund	562,437.99	-298,500.82	-389,061.48	173,376.51
		10-000-00-0000-8132-000-0000-31-3 Due To/From Bond Redemption Fund	18.60	.00	-18.60	.00
		10-000-00-0000-8132-000-0000-41-3 Due to / From bldg fund	-36,623.34	208,992.49	66,441.03	29,817.69
		10-000-00-0000-8132-000-0000-43-3 Due To/From Capital Reserve Fund	-97,243.90	11,546.56	97,243.90	.00
		10-000-00-0000-8132-000-0000-51-3 Due To/From Food Service Fund	347.73	7,665.47	145,920.08	146,267.81

11,904,787.08

-935,657.52

-8,045,616.67

Total Assets

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#### Mapleton Public Schools

Balance Sheet Summary

Page No 3

Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance GENERAL FUND Fund 10 -9,569.55 -9,569.55 10-000-00-0000-7421-000-0000-00-3 Accounts Payable .00 . 00 -302,319.58 .00 10-000-00-0000-7421-000-0000-01-3 Prior Yrs Accounts Payable 302,319.58 .00 .00 10-000-00-0000-7461-000-0000-00-3 Accrued Wages and Benefits .00 .00 .00 3,379,782.36 .00 3,379,782.36 10-000-00-0000-7461-000-0000-01-3 Accrued Salaries-Summer Payment . 00 .00 1,129,256.74 10-000-00-0000-7461-000-0000-02-3 Accrued PERA-Summer Payment 1,129,256.74 .00 10-000-00-0000-7461-000-0000-03-3 Accrued Vacation .00 .00 .00 .00 . 00 .00 10-000-00-0000-7461-000-0000-04-3 Accrued Early Retirement .00 .00 .00 .00 10-000-00-0000-7471-000-0000-00-3 Due to State Gov't .00 .00 -5,518.37 -5.518.3710-000-00-0000-7471-000-0000-01-3 Payable-PERA .00 . 00 .00 10-000-00-0000-7471-000-0000-02-3 Payable-Federal Tax W/H .00 .00 . 0.0 10-000-00-0000-7471-000-0000-03-3 Payable-State Tax W/H .00 .00 .00 . 00 -12,616.94 -12.616.94 10-000-00-0000-7471-000-0000-05-3 Payable-Kaiser .00 772.35 10-000-00-0000-7471-000-0000-06-3 Payable-Disab Adm/Class .00 .00 .00 .00 10-000-00-0000-7471-000-0000-07-3 Payable-Executive Services .00 .00 . 00 . 00 . 0.0 .00 10-000-00-0000-7471-000-0000-08-3 Payable-MEA Dues .00 .00 .00 .00 10-000-00-0000-7471-000-0000-09-3 Payable-Food Service Dues .00 .00 .00 .00 10-000-00-0000-7471-000-0000-10-3 Payable-Credit Union .00 27,260,00 10-000-00-0000-7471-000-0000-11-3 Payable-Pace Dues . 00 .00 .00 .00 10-000-00-0000-7471-000-0000-12-3 Payable-Group Life . 00 .00 .00 . 00 97.81 97.81 10-000-00-0000-7471-000-0000-13-3 Payable-Tax Sheltered Annuities 47.81 .00 .00 .00 10-000-00-0000-7471-000-0000-14-3 Payable-United Way .00 .00 .00 .00 10-000-00-0000-7471-000-0000-15-3 Payable-Medicare .00 .00 .00 .00 10-000-00-0000-7471-000-0000-16-3 Payable-CCSEA .00 .00 .00 10-000-00-0000-7471-000-0000-17-3 Payable CASE Life .00 .00 .00 676.00 676.00 10-000-00-0000-7471-000-0000-18-3 Payable-PERA Survivor Insurance .00 .00 .00 .00 10-000-00-0000-7471-000-0000-19-3 Payable-CASE Dues .00 .00 -1,653.96 -1,653.96 10-000-00-0000-7471-000-0000-20-3 Payable-Cancer Care .00 .00 . 0.0 . 00 10-000-00-0000-7471-000-0000-21-3 Payable-Executive Svcs Life .00 . 00 933.27 134.84 -798.43 10-000-00-0000-7471-000-0000-22-3 Payable-Garnishment W/H .00 -108,292.56 -108,292.56 10-000-00-0000-7471-000-0000-23-3 Payable-Dental .00 -20,937.73 -44.87 -44.87 10-000-00-0000-7471-000-0000-24-3 Payable-Vision-VSP .00 7.44 .00 .00 10-000-00-0000-7471-000-0000-25-3 Payable-Clearing Account/Health Svcs .00 .00 .00 .00 10-000-00-0000-7471-000-0000-26-3 Payable-Mapleton Education Foundation .00 .00 .00 .00 10-000-00-0000-7471-000-0000-27-3 Payable-Life Non-Cash .00 .00 10-000-00-0000-7471-000-0000-28-3 Payable-Long Term Hlth .00 . 00 .00 .00 10-000-00-0000-7471-000-0000-29-3 Payable-Disab Certified -2.55 . 00 .00 -2.55 3.662.48 . 00 4,385.19 8,047.67 10-000-00-0000-7471-000-0000-30-3 AFLAC - FSA -7,899.84 -7,899.84 10-000-00-0000-7471-000-0000-31-3 Payable-Dependant Care & Health FSAs .00 .00

Account Period 08

Fund

# Mapleton Public Schools

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Balance Sheet Summary

E.	TD7	SC	117	

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
1 10	GENERAL FUND				
	10-000-00-0000-7481-000-0000-00-3 Deferred Revenue	745,463.00	.00	.00	745,463.00
	10-000-95-0000-7482-000-4010-00-3 Title I Deferred Revenue	5,035.00	.00	.00	5,035.00
	Total Liabilities	5,564,718.18	7,149.87	-441,823.40	5,122,894.78
	10-000-00-0000-6750-000-0000-00-3 Committed Fund Balance	992,713.00	.00	.00	992,713.00
	10-000-00-0000-6721-000-0000-00-3 Restricted for Tabor 3% Reserve	1,599,619.00	.00	.00	1,599,619.00
	10-000-00-0000-6722-000-0000-00-3 Restricted for Multi-Yr Contracts	1,193,550.00	.00	.00	1,193,550.00
	10-000-00-0000-6760-000-0000-00-3 Assigned fund balance	307,200.00	.00	.00	307,200.00
	10-000-00-0000-9330-000-0000-00-3 Financial Crisis Restricted Reserve	.00	.00	.00	.00
	10-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	-1,208,409.00	.00	-60,264.00	-1,268,673.00
	10-000-00-0000-6770-000-0000-00-3 Unassigned fund balance	2,246,986.90	.00	.00	2,246,986.90
	Total Equity	5,131,659.90	.00	-60,264.00	5,071,395.90
	10-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-52,867,208.00	.00	375,166.00	-52,492,042.00
	10-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	3,409,687.69	26,714,297.76	26,714,297.76
	10-000-00-0000-6782-000-0000-00-3 Appropriations	54,075,617.00	.00	-314,902.00	53,760,715.00
	10-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	-4,352,495.08	-34,318,091.03	-34,318,091.03
	10-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	94,778.11	-326,951.07	-326,951.07
	10-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	-94,778.11	326,951.07	326,951.07
	Total Controls	1,208,409.00	-942,807.39	-7,543,529.27	-6,335,120.27
	Total Equity and Control	6,340,068.90	-942,807.39	-7,603,793.27	-1,263,724.37
	Total Liabilities and Equity	11,904,787.08	-935,657.52	-8,045,616.67	3,859,170.41

<sup>\*</sup>Fund is in Balance .00

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# Mapleton Public Schools

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Balance Sheet Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance	
Fund	11	CHARTER FUND	<del></del>			<del></del>	
		11-935-00-0000-6780-000-0000-00-3 Estimated Revenue	.00	.00	.00	.00	
		Total Controls	.00	.00	.00	.00	
		Total Liabilities and Equity	.00	.00	.00	.00	

\*Fund is in Balance .00

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Balance	Sheet	Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	18	INSURANCE RESERVE FUND	<del></del>		<del></del>	
		18-000-00-0000-8101-000-0000-00-3 Cash-North Valley Bank	54,811.05	1,513.98	-2,194.70	52,616.35
		18-000-00-0000-8111-000-0000-00-3 Investment-Self Insurance Pool	.00	.00	.00	.00
		18-000-00-0000-8111-000-0000-01-3 Investment-ColoTrust	6,804.80	.00	108,624.82	115,429.62
		18-000-00-0000-8181-000-0000-00-3 Prepaid Expenes	.00	.00	.00	.00
		18-000-00-0000-8132-000-0000-10-3 Due To/From General Fund	.00	.00	.00	.00
		18-000-00-0000-8132-000-0000-43-3 Due To/From Cap Res Fund	.00	.00	.00	.00
		Total Assets	61,615,85	1,513,98	106.430.12	168.045.97

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Balance Sheet Summary

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 18	INSURANCE RESERVE FUND				
	18-000-00-0000-7421-000-0000-00-3 Accounts Payable	.00	.00	.00	.00
	18-000-00-0000-7421-000-0000-01-3 Prior Yrs Accounts Payable	1,001.71	.00	-1,001.71	.00
	Total Liabilities	1,001.71	.00	-1,001.71	.00
	18-000-00-0000-6766-000-0000-00-3 Restricted Insurance Reserve	.00	.00	.00	.00
	18-000-00-0000-6730-000-0000-00-3 Reserved fund balance	.00	.00	.00	.00
	18-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	-49,250.00	.00	.00	-49,250.00
	18-000-00-0000-6726-000-0000-00-3 Restricted fund balance	60,614.14	.00	.00	60,614.14
	Total Equity	11,364.14	.00	.00	11,364.14
	18-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-541,290.00	.00	.00	-541,290.00
	18-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	.00	541,503.91	541,503.91
	18-000-00-0000-6782-000-0000-00-3 Appropriations	590,540.00	.00	.00	590,540.00
	18-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	1,513.98	-434,072.08	-434,072.08
	18-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	889.32	-3,722.67	-3,722.67
	18-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	-889.32	3,722.67	3,722.67
	Total Controls	49,250.00	1,513.98	107,431.83	156,681.83
	Total Equity and Control	60,614.14	1,513.98	107,431.83	168,045.97
	Total Liabilities and Equity	61,615.85	1,513.98	106,430.12	168,045.97

\*Fund is in Balance

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Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	19	C.P.P.				
		19-000-00-0000-8101-000-0000-02-3 CPP Cash NVB	291,226.46	.00	77,177.13	368,403.59
		19-000-00-0000-8101-000-0000-03-3 Cash-CPP	-112,322.14	-108,954.96	-700,974.58	-813,296.72
		19-000-00-0000-8153-000-0000-00-3 Accounts Receivable	.00	.00	-1,000.00	-1,000.00
		19-000-00-0000-8132-000-0000-10-3 Due To/From General Fund	80,546.53	1,716.69	-184,695.93	-104,149.40
		19-000-00-0000-8132-000-0000-22-3 Due To/From Gov't Grant Fund	-2,772.25	.00	2,772.25	.00
		19-000-00-0000-8132-000-0000-43-3 Due to/From 19 and 43	.00	.00	.00	.00
		Total Assets	256,678.60	-107,238.27	-806,721.13	-550,042.53

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Fund

#### Mapleton Public Schools

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Balance Sheet Summary

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
1 19	C.P.P.				
	19-000-00-0000-7421-000-0000-00-3 Accounts Payable	.00	.00	.00	.00
	19-000-00-0000-7421-000-0000-01-3 Prior Yrs Accounts Payable	577.64	.00	-577.64	.00
	19-000-00-0000-7461-000-0000-01-3 Accrued Salaries - Summer Payment	148,354.00	.00	.00	148,354.00
	19-000-00-0000-7461-000-0000-02-3 Accrued Benefits - Summer Payment	54,298.44	.00	.00	54,298.44
	Total Liabilities	203,230.08	.00	-577.64	202,652.44
	19-000-00-0000-6724-000-0000-00-3 Restricted CPP Reserve	53,448.52	.00	.00	53,448.52
	19-000-00-0000-6760-000-0000-00-3 Reserved fund balance	.00	.00	.00	.00
	19-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	-55,000.00	.00	1,551.00	-53,449.00
	19-000-00-0000-6770-000-0000-00-3 Unreserved fund balance	.00	.00	.00	.00
	Total Equity	-1,551.48	.00	1,551.00	48
	19-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-1,300,225.00	.00	-17,000.00	-1,317,225.00
	19-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	.00	62,801.50	62,801.50
	19-000-00-0000-6782-000-0000-00-3 Appropriations	1,355,225.00	.00	15,449.00	1,370,674.00
	19-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	-107,238.27	-868,944.99	-868,944.99
	19-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	-1,820.75	-2,565.17	-2,565.17
	19-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	1,820.75	2,565.17	2,565.17
	Total Controls	55,000.00	-107,238.27	-807,694.49	-752,694.49
	Total Equity and Control	53,448.52	-107,238.27	-806,143.49	-752,694.97
	Total Liabilities and Equity	256,678.60	-107,238.27	-806,721.13	-550,042.53

<sup>\*</sup>Fund is in Balance

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# Mapleton Public Schools

Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	22	Governmtl Designated-Purpose Grant Fd				
		22-000-00-0000-8101-000-0000-00-3 Cash-North Valley Bank	42,932.41	-568,246.55	58,451.46	101,383.87
		22-000-00-0000-8111-000-0000-01-3 Investment-ColoTrust	15,758.69	.00	-6,985.99	8,772.70
		22-000-00-0000-8111-000-0000-04-3 Investment-CLASS	.00	.00	.00	.00
		22-577-00-0000-8103-000-0000-00-3 Petty Cash-Chapter I	.00	.00	.00	.00
		22-000-00-0000-8142-000-1000-01-3 Due from Federal Gov't	.00	.00	.00	.00
		22-000-00-0000-8142-000-1000-02-3 Due from State Gov't	.00	.00	.00	.00
		22-000-00-0000-8142-000-5010-01-3 Supp Summer School Accounts Receivab:	.00	.00	.00	.00
		22-000-00-0000-8142-000-5010-02-3 Tiered Inter Accounts Receivable	.00	.00	.00	.00
		22-000-00-0000-8142-000-5360-00-3 Colorado Grad Pathways Accts Rec	15,167.00	-13,294.00	-8,442.00	6,725.00
		22-000-00-0000-8142-000-5377-00-3 Tiered Intervention A/R	94,416.00	1,878.00	-14,890.00	79,526.00
		22-000-00-0000-8153-000-0000-01-3 Accounts Receivable	.00	.00	.00	.00
		22-121-00-0000-8142-000-3901-01-3 Accounts Receivable Summer School	.00	.00	.00	.00
		22-129-00-0000-8142-000-5184-01-3 Accounts Receivable SS/HS	.00	.00	.00	.00
		22-183-00-0000-8142-000-0183-01-3 Accounts Receivable School Ready	.00	.00	.00	.00
		22-187-00-0000-8142-000-4173-01-3 Accounts Receivable Early Childhood	6,746.00	.00	-6,746.00	.00
		22-188-00-0000-8142-000-8600-01-3 Accounts Receivable Headstart	43,968.00	.00	-43,968.00	.00
		22-244-00-0000-8142-000-7076-01-3 Accounts Receivable NSF	.00	.00	.00	.00
		22-245-00-0000-8142-000-7076-01-3 Accounts Receivable NSF2	.00	.00	.00	.00
		22-246-00-0000-8142-000-7076-00-3 NSF3 Accounts Receivable	29,631.13	.00	-29,631.13	.00
		22-304-00-0000-8142-000-0304-01-3 Accounts Receivable New Tech	.00	.00	.00	.00
		22-328-00-0000-8142-000-0331-01-3 Accounts Receivable El Pomar	.00	.00	.00	.00
		22-334-00-0000-8142-000-0334-01-3 Accounts Receivable CSSI	.00	.00	.00	.00
		22-496-00-0000-8142-000-4048-01-3 Accounts Receivable Secondary Basic	.00	.00	.00	.00
		22-504-00-0000-8142-000-4027-00-3 Title VI-B IDEA Mapleton A/R	245,194.00	.00	-245,194.00	.00
		22-545-00-0000-8142-000-4410-00-3 Job Bill Grant Accounts Receivable	.00	.00	.00	.00
		22-553-00-0000-8142-000-4186-01-3 Accounts Receivable Title IV	.00	.00	.00	.00
		22-560-00-0000-8142-000-4365-01-3 Accounts Receivable Title III	47,681.00	-23,998.00	-27,396.00	20,285.00
		22-561-00-0000-8142-000-4318-01-3 Accounts Receivable Title IID	.00	.00	.00	.00
		22-562-00-0000-8142-000-7365-01-3 Accounts Receivable Title III	.00	-4,372.76	2,481.24	2,481.24
		22-563-00-0000-8142-000-4386-00-3 ARRA Title IID Accounts Receivable	.00	.00	.00	.00
		22-577-00-0000-8142-000-4010-01-3 Accounts Receivable Title I	.00	.00	.00	.00
		22-578-00-0000-8142-000-4011-01-3 Accounts Receivable Title 1 Part C	400.76	521.85	121.85	522.61
		22-579-00-0000-8142-000-5010-01-3 Accounts Receivable Title I Reallocat	.00	.00	.00	.00
		22-580-00-0000-8142-000-5010-01-3 Accounts Receivable Title I Part A	.00	.00	.00	.00
		22-582-00-0000-8142-000-4367-01-3 Accounts Receivable Title IIA	59,915.00	-55,677.00	-30,651.00	29,264.00
		22-583-00-0000-8142-000-5010-01-3 Accounts Receivable Title IIA	.00	.00	.00	.00
		22-584-00-0000-8142-000-5010-01-3 Accounts Receivable Title IA R&R	.00	.00	.00	.00
		22-586-00-0000-8142-000-0342-01-3 Accounts Receivable Rose	.00	.00	.00	.00

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Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 22	Governmtl Designated-Purpose Grant Fd				
	22-730-00-0000-8142-000-1410-00-3 CHF PE Program A/R	.00	.00	.00	.00
	22-000-00-0000-8142-000-0121-00-3 Boettcher Foundation A/R	.00	.00	.00	.00
	22-000-00-0000-8142-000-0122-00-3 Wal-Mart Foundation A/R	.00	.00	.00	.00
	22-000-00-0000-8142-000-0135-00-3 Kohl's Foundation A/R	7,500.00	.00	-7,500.00	.00
	22-000-00-0000-8142-000-4413-00-3 Race to the Top A/R	52,254.00	.00	-52,254.00	.00
	22-000-00-0000-8142-000-5010-03-3 Prevention Integration A/R	5,026.00	.00	-5,026.00	.00
	22-000-00-0000-8142-000-5360-01-3 Colo Grad Paths New America Acct Rec	14,989.00	.00	-7,296.00	7,693.00
	22-000-00-0000-8142-000-7218-00-3 Adams Cty Comm Dev Accts Rec	517,085.05	.00	-517,084.90	.15
	22-151-00-0000-8142-000-0126-00-3 GOCO A/R	.00	.00	.00	.00
	22-186-00-0000-8142-000-4392-00-3 ARRA Preschool Accounts Receivable	.00	.00	.00	.00
	22-306-00-0000-8142-000-3192-00-3 Counselor Corp Accounts Receivable	.00	.00	.00	.00
	22-461-00-0000-8142-000-4027-00-3 Title VI-B IDEA Connections A/R	.00	.00	.00	.00
	22-502-00-0000-8141-000-0123-00-3 Kanter/Kallman Fnd A/R	.00	.00	.00	.00
	22-505-00-0000-8142-000-4391-00-3 ARRA Title VIB Accts Rec	6.00	.00	.00	6.00
	22-520-00-0000-8142-000-0520-00-3 MEF Teacher Scholarships A/R	5,278.52	.00	-5,278.52	.00
	22-576-00-0000-8142-000-4389-00-3 ARRA Title I Part A Accts Rec	.00	.00	.00	.00
	22-599-00-0000-8142-000-3183-00-3 EARS Accounts Receivable	219.10	.00	-219.10	.00
	22-935-00-0000-8142-000-4027-00-3 Title VI-B IDEA New America A/R	.00	.00	.00	.00
	22-000-00-0000-8132-000-0000-10-3 Due To/From General Fund	-562,437.99	470,252.48	560,672.64	-1,765.35
	22-000-00-0000-8132-000-0000-19-3 Due To/From C P P Fund	2,772.25	.00	-2,772.25	.00
	22-000-00-0000-8132-000-0000-43-3 Due To/From Capital Reserve	-7,000.00	.00	7,000.00	.00
	22-000-00-0000-8132-000-0000-51-3 Due To/From Food Service	.00	.00	.00	.00
	Total Assets	637,501.92	-192,935.98	-382,607.70	254,894.22

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# Mapleton Public Schools

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance	
22	Governmtl Designated-Purpose Grant Fd					
	22-000-00-0000-7421-000-0000-00-3 Accounts Payable	.00	.00	.00	.00	
	22-000-00-0000-7421-000-0000-01-3 Prior Yrs Accounts Payable	86,233.93	.00	-86,233.93	.00	
	22-000-00-0000-7461-000-0000-01-3 Accrued Salaries-Summer Payment	230,910.58	.00	.00	230,910.58	
	22-000-00-0000-7461-000-0000-02-3 Accrued Benefits-Summer Payment	61,776.62	.00	.00	61,776.62	
	22-000-00-0000-7482-000-1000-00-3 Deferred Revenue	.00	.00	.00	.00	
	22-115-00-0000-7482-000-0171-00-3 Partnership for Great Schools Def Rev	15,000.00	.00	.00	15,000.00	
	22-119-00-0000-7482-000-3150-00-3 Gifted & Talented Deferred Revenue	3,503.45	.00	.00	3,503.45	
	22-121-00-0000-7482-000-3901-00-3 Deferred Revenue Summer School	.00	.00	.00	.00	
	22-155-00-0000-7482-000-3951-00-3 Deferred Revenue Explore Arts	.00	.00	.00	.00	
	22-183-00-0000-7482-000-0183-00-3 Deferred Revenue School Ready	950.40	.00	.00	950.40	
	22-187-00-0000-7482-000-4173-00-3 Deferred Revenue IDEA	.00	.00	.00	.00	
	22-188-00-0000-7482-000-8600-00-3 Deferred Revenue Headstart	62,800.55	.00	.00	62,800.55	
	22-194-00-0000-7482-000-0194-00-3 Deferred Revenue Friedman	.00	.00	.00	.00	
	22-304-00-0000-7482-000-0304-00-3 Deferred Rev New Tech	.00	.00	.00	.00	
	22-306-00-0000-7482-000-3192-00-3 Deferred Revenue Counselor Corp	30,831.88	.00	-30,831.88	.00	
	22-307-00-0000-7482-000-0307-00-3 Deferred Revenue MESA Grant	.00	.00	.00	.00	
	22-307-00-0000-7482-000-0307-03-3 Breech Foundation Deferred Revenue	.00	.00	.00	.00	
	22-308-00-0000-7482-000-0308-00-3 Deferred Revenue Qwest/Tech	.00	.00	.00	.00	
	22-310-00-0000-7482-000-1310-00-3 Deferred Revenue Truancy Red	.00	.00	.00	.00	
	22-334-00-0000-7482-000-0334-00-3 Deferred Revenue CSSI	.00	.00	.00	.00	
	22-340-00-0000-7482-000-0340-00-3 Deferred Revenue CES	.00	.00	.00	.00	
	22-341-00-0000-7482-000-0341-00-3 Deferred Revenue CES2	.00	.00	.00	.00	
	22-496-00-0000-7482-000-4048-00-3 Deferred Revenue Secondary Basic	.00	.00	.00	.00	
	22-502-00-0000-7482-000-0502-00-3 Deferred Revenue MESA Grant	.00	.00	.00	.00	
	22-520-00-0000-7482-000-0520-00-3 MEF Teacher Scholarships Def Rev	.00	.00	.00	.00	
	22-521-00-0000-7482-000-0303-00-3 Deferred Revenue Rose MESA	13,500.00	.00	.00	13,500.00	
	22-530-00-0000-7482-000-0150-00-3 Rose Community Foundation Def Rev	13,470.00	.00	.00	13,470.00	
	22-546-00-0000-7482-000-3952-00-3 Deferred Revenue Medicaid	.00	.00	.00	.00	
	22-553-00-0000-7482-000-4186-00-3 Deferred Revenue Drug Free	.00	.00	.00	.00	
	22-578-00-0000-7482-000-4011-00-3 Deferred Revenue Title I Part C (Migi	.00	.00	.00	.00	
	22-581-00-0000-7482-000-4298-00-3 Deferred Revenue Title V	3,496.00	.00	.00	3,496.00	
	22-599-00-0000-7482-000-3183-00-3 Deferred Revenue EARS	367.75	.00	-367.75	.00	
	22-610-00-0000-7482-000-0173-00-3 CAPER Deferred Revenue	.00	.00	.00	.00	
	22-708-00-0000-7482-000-1161-00-3 State Breakfast Deferred Revenue	.00	.00	.00	.00	
	22-000-00-0000-7482-000-0120-00-3 CenturyLink Def Rev	4,620.00	.00	.00	4,620.00	
	22-000-00-0000-7482-000-0121-00-3 Boettcher Foundation Def Rev	.00	.00	.00	.00	
	22-000-00-0000-7482-000-0122-00-3 Wal-Mart Foundation Def Rev	.00	.00	.00	.00	
	22-000-00-0000-7482-000-0125-00-3 Technology Grant Def Rev	4,321.13	.00	.00	4,321.13	
	22	Governmt1 Designated-Purpose   Grant Fd	Recount No/Description   Salance   Sovermmtl Designated-Purpose Grant Fd	Second No/Description   Balance   Balance   Balance   Balance   Balance   Covernant   Designated-Purpose   Grant Fd   Covernant   Designated-Purpose   Grant Fd   Covernant   Designated-Purpose   Grant Fd   Covernant   Co	Name	Palance   Pala

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Balance Sheet Summary

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 22	Governmtl Designated-Purpose Grant Fd	<del></del>			
	22-000-00-0000-7482-000-0155-00-3 Google Grant Def Rev	.00	.00	.00	.00
	22-000-00-0000-7482-000-0155-01-3 Google/E-Reader Def Rev	2,700.00	.00	.00	2,700.00
	22-000-00-0000-7482-000-0160-00-3 Amgen Foundation Deferred Revenue	.00	.00	.00	.00
	22-000-00-0000-7482-000-1400-00-3 Colorado Health Foundation Def Rev	73,359.00	.00	.00	73,359.00
	22-000-00-0000-7482-000-5360-01-3 Colo Grad Paths NA Def Rev	.00	.00	.00	.00
	22-305-00-0000-7482-000-0305-00-3 Morgridge Foundation Deferred Revenue	.00	.00	.00	.00
	22-502-00-0000-7481-000-0123-00-3 Kanter/Kallman Fnd Def Rev	.00	.00	.00	.00
	22-512-00-0000-7482-000-7724-00-3 CPPW Wellness - GLA Playground Def Re	.00	.00	.00	.00
	22-520-00-0000-7482-000-0175-00-3 MEF Science Grant Deferred Rev	.00	.00	.00	.00
	22-586-00-0000-7482-000-0342-00-3 ROSE DEFERRED REVENUE	.00	.00	.00	.00
	22-590-00-0000-7482-000-0130-00-3 Larrk Found Def Rev	13,723.02	.00	.00	13,723.02
	22-673-00-0000-7482-000-0545-00-3 Anschutz Foundation Def Rev	1,828.55	.00	.00	1,828.55
	22-673-00-0000-7482-000-0547-00-3 Anschutz General Operating Def Rev	.00	.00	.00	.00
	22-730-00-0000-7482-000-1410-00-3 CHF PE Program Def Rev	13,872.25	.00	.00	13,872.25
	22-580-00-0000-7482-000-5010-00-3 Deferred Revenue	236.81	.00	.00	236.81
	Total Liabilities	637,501.92	.00	-117,433.56	520,068.36
	22-000-00-0000-6760-000-0000-00-3 Reserved fund balance	.00	.00	.00	.00
	22-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	.00	-3,800.00	-3,800.00	-3,800.00
	22-000-00-0000-6770-000-0000-00-3 Unreserved fund balance	.00	.00	.00	.00
	Total Equity	.00	-3,800.00	-3,800.00	-3,800.00
	22-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-3,051,686.03	.00	-572,478.58	-3,624,164.61
	22-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	87,102.58	1,792,122.36	1,792,122.36
	22-000-00-0000-6782-000-0000-00-3 Appropriations	3,051,686.03	3,800.00	576,278.58	3,627,964.61
	22-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	-280,038.56	-2,057,296.50	-2,057,296.50
	22-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	77,326.19	-57,655.13	-57,655.13
	22-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	-77,326.19	57,655.13	57,655.13
	Total Controls	.00	-189,135.98	-261,374.14	-261,374.14
	Total Equity and Control	.00	-192,935.98	-265,174.14	-265,174.14
	Total Liabilities and Equity	637,501.92	-192,935.98	-382,607.70	254,894.22

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 31 Bond Redemption Fund .00 .00 31-000-00-0000-8101-000-0000-00-3 Cash-Colorado National Bank .00 .00 .00 .00 31-000-00-0000-8111-000-0000-01-3 Investment-ColoTrust .00 .00 .00 .00 31-000-00-0000-8111-000-0000-02-3 Investment-Piper Jaffray .00 .00 .00 .00 31-000-00-0000-8111-000-0000-04-3 Investment-US Bancorp/Piper Jaffray .00 .00 .00 .00 31-000-00-0000-8111-000-0000-05-3 US Bancorp-Dreyfus .00 .00 31-000-00-0000-8111-000-0000-06-3 Cash Held with Trustee -896,535.96 .00 896,535.96 .00 94,885.28 -1,044,813.60 31-000-00-0000-8111-000-0000-07-3 US Bank Custodial Account 1,139,698.88 51,867.60 .00 31-000-00-0000-8111-000-0000-08-3 Bond Refunding Escrow .00 .00 .00 -117,559.12 115,820.00 31-000-00-0000-8121-000-0000-00-3 Property Taxes Receivable 233,379.12 .00 18.60 .00 31-000-00-0000-8132-000-0000-10-3 Due To/From From General Fund -18.60.00 2,269,595.36 -2,058,890.08 210,705.28 Total Assets 51,867.60

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
1 31	Bond Redemption Fund				
	31-000-00-0000-7421-000-0000-00-3 Accounts Payable	.00	.00	.00	.00
	31-000-00-0000-7441-000-0000-00-3 Matured Coupons Payable	.00	.00	.00	.00
	31-000-00-0000-7455-000-0000-00-3 Accrued Interest Payable	.00	.00	.00	.00
	31-000-00-0000-7481-000-0000-00-3 Deferred Revenue	139,100.00	.00	.00	139,100.00
	Total Liabilities	139,100.00	.00	.00	139,100.00
	31-000-00-0000-6720-000-0000-00-3 Restricted Fund Balance	.00	.00	.00	.00
	31-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	-1,908,685.00	.00	.00	-1,908,685.00
	31-000-00-0000-6760-000-0000-01-3 Restructed fund balance	2,130,495.36	.00	.00	2,130,495.36
	31-000-00-0000-6770-000-0000-00-3 Undesignated Fund Balance	.00	.00	.00	.00
	Total Equity	221,810.36	.00	.00	221,810.36
	31-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-3,037,550.00	.00	.00	-3,037,550.00
	31-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	51,867.60	139,955.66	139,955.66
	31-000-00-0000-6782-000-0000-00-3 Appropriations	4,946,235.00	.00	.00	4,946,235.00
	31-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	.00	-2,198,845.74	-2,198,845.74
	31-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	.00	.00	.00
	31-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	.00	.00	.00
	Total Controls	1,908,685.00	51,867.60	-2,058,890.08	-150,205.08
	Total Equity and Control	2,130,495.36	51,867.60	-2,058,890.08	71,605.28
	Total Liabilities and Equity	2,269,595.36	51,867.60	-2,058,890.08	210,705.28

<sup>\*</sup>Fund is in Balance

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Balance Sheet Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	41	Building Fund				
		41-000-00-0000-8111-000-0000-00-3 Building Fund Cash C-Safe	2,041,698.79	165,708.40	-1,724,461.48	317,237.31
		41-805-00-0000-8105-000-0000-00-3 Cash with Fiscal Agent	22,031,271.00	.00	-13,816,260.50	8,215,010.50
		41-000-00-0000-8142-000-3188-00-3 BEST Grant Receivable	12,868.20	.00	-12,868.20	.00
		41-000-00-0000-8132-000-0000-10-3 Due To From General Fund	36,623.34	-208,992.49	-66,441.03	-29,817.69
		41-000-00-0000-8132-000-0000-43-3 Due to/from	.00	.00	.00	.00
		Total Assets	24,122,461.33	-43,284.09	-15,620,031.21	8,502,430.12

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Balance Sheet Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	41	Building Fund				
		41-000-00-0000-7421-000-0000-00-3 Accounts Payable	.00	.00	-2,970,923.39	-2,970,923.39
		41-000-00-0000-7421-000-0000-01-3 Prior Yrs Accounts Payable	3,252,431.70	.00	-281,508.31	2,970,923.39
		41-805-00-0000-7432-000-3188-00-3 Construction Contracts Payable- BEST	.00	.00	.00	.00
		Total Liabilities	3,252,431.70	.00	-3,252,431.70	.00
		41-000-00-0000-6726-000-0000-00-3 Restricted Fund Balance	20,860,164.21	.00	.00	20,860,164.21
		41-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	-24,116,458.86	.00	.00	-24,116,458.86
		41-000-00-0000-6770-000-0000-00-3 Undesignated Fund Balance	9,865.42	.00	.00	9,865.42
		Total Equity	-3,246,429.23	.00	.00	-3,246,429.23
		41-000-00-0000-6780-000-0000-00-3 Estimated revenue	-732,275.00	.00	.00	-732,275.00
		41-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	.00	912.56	912.56
		41-000-00-0000-6782-000-0000-00-3 appropriations	24,848,733.86	.00	.00	24,848,733.86
		41-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	-43,284.09	-12,368,512.07	-12,368,512.07
		41-000-00-0000-6784-000-0000-00-3 Encumbrance	.00	7,413.57	-420,920.53	-420,920.53
		41-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	-7,413.57	420,920.53	420,920.53
		Total Controls	24,116,458.86	-43,284.09	-12,367,599.51	11,748,859.35
		Total Equity and Control	20,870,029.63	-43,284.09	-12,367,599.51	8,502,430.12
		Total Liabilities and Equity	24,122,461.33	-43,284.09	-15,620,031.21	8,502,430.12

\*Fund is in Balance

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Balance Sheet Summary

1	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 43	CAPITAL RESERVE FUND		<del></del>		
l	43-000-00-0000-8101-000-0000-00-3 Cash-North Valley Bank	50,825.45	90,321.74	345,664.14	396,489.59
l	43-000-00-0000-8111-000-0000-01-3 Investment-ColoTrust	13,116.63	11,546.56	116,327.01	129,443.64
I	43-000-00-0000-8111-000-0000-02-3 Investment-US Bank Debt Svc Reserve I	420,537.50	.00	.00	420,537.50
l	43-000-00-0000-8111-000-0000-03-3 Investment-US Bank Interest Fund	4.22	.00	.00	4.22
l	43-000-00-0000-8111-000-0000-04-3 Investment-CLASS	.00	.00	.00	.00
I	43-000-00-0000-8111-000-0000-05-3 Unrestricted Cash	.00	.00	.00	.00
I	43-000-00-0000-8111-000-0000-06-3 Investment-Wells Fargo	.00	.00	.00	.00
I	43-000-00-0000-8111-000-0000-07-3 Investment-Wells Fargo (Tech)	.00	.00	.00	.00
l	43-000-00-0000-8111-000-0000-08-3 Investment-New Tech High	.00	.00	.00	.00
I	43-000-00-0000-8111-000-0000-09-3 Investment-Wells Fargo (Buses)	.00	.00	.00	.00
1	43-000-00-0000-8153-000-0000-00-3 Accounts Receivable	.00	.00	.00	.00
1	43-000-00-0000-8181-000-0000-00-3 Prepaid Expenes	.00	.00	.00	.00
1	43-000-00-0000-8142-000-3189-00-3 BEST Roofing Receivable	.00	.00	.00	.00
	43-000-00-0000-8132-000-0000-10-3 Due To/From General Fund	97,243.90	-11,546.56	-99,764.98	-2,521.08
	43-000-00-0000-8132-000-0000-18-3 Due To/From Ins Res Fund	.00	.00	.00	.00
	43-000-00-0000-8132-000-0000-19-3 Due to/from CPP	.00	.00	.00	.00
	43-000-00-0000-8132-000-0000-22-3 Due To/From Governmental Grants	7,000.00	.00	-7,000.00	.00
I	43-000-00-0000-8132-000-0000-41-3 Due to/from	.00	.00	.00	.00
I	Total Assets	588,727.70	90,321.74	355,226.17	943,953.87

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Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	43	CAPITAL RESERVE FUND	<del></del>	<del></del>		<del></del>
		43-000-00-0000-7421-000-0000-00-3 Accounts Payable	.00	.00	.00	.00
		43-000-00-0000-7421-000-0000-01-3 Prior Yrs Accounts Payable	.00	.00	.00	.00
		43-000-00-0000-7481-000-0000-00-3 Deferred Property Tax Revenue	.00	.00	.00	.00
		43-000-00-0000-7481-000-0000-01-3 Deferred Revenue	116,126.10	.00	.00	116,126.10
		43-000-00-0000-7531-000-0000-00-3 Obligation-Capital Leases	.00	.00	.00	.00
		Total Liabilities	116,126.10	.00	.00	116,126.10
		43-000-00-0000-6726-000-0000-00-3 Reserved fund balance	254,985.60	.00	.00	254,985.60
		43-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance	-271,114.00	.00	-201,488.00	-472,602.00
		43-000-00-0000-6770-000-0000-00-3 Unreserved fund balance	217,616.00	.00	.00	217,616.00
		Total Equity	201,487.60	.00	-201,488.00	40
		43-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-1,865,850.00	.00	-393,235.00	-2,259,085.00
		43-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	111,095.25	1,877,713.15	1,877,713.15
		43-000-00-0000-6782-000-0000-00-3 Appropriations	2,136,964.00	.00	594,723.00	2,731,687.00
		43-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	-20,773.51	-1,522,486.98	-1,522,486.98
		43-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	-13,832.30	-96,953.90	-96,953.90
		43-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	13,832.30	96,953.90	96,953.90
		Total Controls	271,114.00	90,321.74	556,714.17	827,828.17
		Total Equity and Control	472,601.60	90,321.74	355,226.17	827,827.77
		Total Liabilities and Equity	588,727.70	90,321.74	355,226.17	943,953.87

<sup>\*</sup>Fund is in Balance

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 51 Nutrition Service Fund 719,091.83 1,342,027.52 51-000-00-0000-8101-000-0000-00-3 Cash-North Valley Bank 622,935.69 1,229,413.07 5,034.07 35,438.53 51-000-00-0000-8101-000-0000-01-3 Cash-North Valley Bank School Passpoi 30,404.46 .00 .00 825.00 51-000-00-0000-8103-000-0000-00-3 Petty Cash 825.00 .00 300.00 500.00 51-000-00-0000-8103-000-0000-51-3 Petty Cash-Office 200.00 .00 -798,533.44 261,248.85 51-000-00-0000-8111-000-0000-01-3 Investment-ColoTrust 1,059,782.29 -800,000.00 51-000-00-0000-8141-000-0000-00-3 Due from State .00 .00 .00 . 0.0 .00 51-000-00-0000-8141-000-0000-01-3 Due from Federal Gov't .00 .00 .00 .00 51-000-00-0000-8141-000-0000-02-3 Receivable From Fed Govt .00 .00 .00 .00 51-000-00-0000-8141-000-0000-03-3 Receivable-State of Colorado .00 . 00 -12,133.45 .00 51-000-00-0000-8153-000-0000-01-3 Accounts Receivable 12,133.45 .00 51-000-00-0000-8154-000-0000-01-3 Uncollected meal costs .00 .00 . 0.0 .00 . 0.0 .00 51-000-00-0000-8171-000-0000-04-3 Commodity Received from Federal Govt .00 .00 51-000-00-0000-8171-000-0000-05-3 Prior Years Inventory Adjustment .00 .00 .00 .00 51-000-00-0000-8231-000-0000-00-3 Building Improvements 54,857.62 .00 54,857.62 . 00 . 0.0 273,673.75 51-000-00-0000-8241-000-0000-00-3 Equipment over \$5000 273,673.75 .00 .00 . 00 51-113-00-0000-8153-000-0000-00-3 MDW Accounts Receivable .00 .00 1,561.82 51-113-00-0000-8171-000-0000-00-3 MDW Inventory .00 .00 1,561.82 -2,898.50 1,044.00 51-113-00-0000-8171-000-0000-01-3 MDW Food Inventory 3,942.50 854.38 114.56 51-113-00-0000-8171-000-0000-02-3 MDW Non Food Inventory 114.56 .00 . 00 .00 .00 51-114-00-0000-8153-000-0000-00-3 MNT Accounts Receivable .00 .00 6.321.56 6.321.56 51-114-00-0000-8171-000-0000-00-3 MNT Inventory .00 .00 -17,834.82 -13,378.97 51-114-00-0000-8171-000-0000-01-3 MNT Food Inventory 4,455.85 -4,269.46 334.83 1,668,33 51-114-00-0000-8171-000-0000-02-3 MNT Non Food Inventory 1,333.50 .00 .00 51-115-00-0000-8153-000-0000-00-3 VV Accounts Receivable .00 .00 .00 2,716.04 2,716.04 51-115-00-0000-8171-000-0000-00-3 VV Inventory .00 .00 -4.907.66 -2.925.6751-115-00-0000-8171-000-0000-01-3 VV Food Inventory 1.981.99 -940.23 .00 674.75 674.75 51-115-00-0000-8171-000-0000-02-3 VV Non Food Inventory .00 . 0.0 51-116-00-0000-8153-000-0000-00-3 WH Accounts Receivable . 00 .00 .00 2,259.85 2,259.85 51-116-00-0000-8171-000-0000-00-3 WH Inventory .00 .00 -6,898.00 -4,761.36 51-116-00-0000-8171-000-0000-01-3 WH Food Inventory 2,136.64 -1,742.0588.62 368.49 51-116-00-0000-8171-000-0000-02-3 WH Non Food Inventory 279.87 . 00 .00 .00 51-151-00-0000-8153-000-0000-00-3 BH Accounts Receivable .00 .00 2,790.96 2,790.96 51-151-00-0000-8171-000-0000-00-3 BH Inventory .00 .00 -6,938.20 -5,134.53 51-151-00-0000-8171-000-0000-01-3 BH Food Inventory 1,803.67 -2,839.0951-151-00-0000-8171-000-0000-02-3 BH Non Food Inventory 447.97 . 00 160.50 608.47 51-155-00-0000-8153-000-0000-00-3 Explore Accounts Receivable .00 .00 .00 .00 .00 2,265.75 2,265.75 51-155-00-0000-8171-000-0000-00-3 Explore Inventory .00 -11,548.89 -9,113.16 51-155-00-0000-8171-000-0000-01-3 Explore Food Inventory 2,435.73 -2,775.48

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Account Period 08 Balance Sheet Summary			FJBAS01A		
	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 51	Nutrition Service Fund				
	51-155-00-0000-8171-000-0000-02-3 Explore Non F	Cood Inventory 1,031.41	.00	.00	1,031.41
	51-181-00-0000-8153-000-0000-00-3 MELC Accounts	Receivable .00	.00	.00	.00
	51-181-00-0000-8171-000-0000-00-3 MELC Inventor	.00	.00	762.37	762.37
	51-181-00-0000-8171-000-0000-01-3 MELC Food Inv	rentory 2,658.63	-937.12	-2,280.45	378.18
	51-181-00-0000-8171-000-0000-02-3 MELC Non Food	Inventory 575.92	.00	.00	575.92
	51-220-00-0000-8171-000-0000-00-3 JD Inventory	.00	.00	.00	.00
	51-220-00-0000-8171-000-0000-01-3 JD Food Inver	tory .00	.00	.00	.00
	51-220-00-0000-8171-000-0000-02-3 JD Non Food I	nventory .00	.00	.00	.00
	51-221-00-0000-8171-000-0000-00-3 YK Inventory	.00	.00	.00	.00
	51-221-00-0000-8171-000-0000-01-3 YK Food Inver	tory .00	.00	3,288.08	3,288.08
	51-221-00-0000-8171-000-0000-02-3 YK Non Food I	inventory .00	.00	.00	.00
	51-301-00-0000-8153-000-0000-00-3 SKV Accounts	Receivable .00	.00	.00	.00
	51-301-00-0000-8171-000-0000-00-3 SKV Inventory	.00	.00	.00	.00
	51-301-00-0000-8171-000-0000-01-3 SKV Food Inve	entory 2,210.99	.00	.00	2,210.99
	51-301-00-0000-8171-000-0000-02-3 SKV Non Food	Inventory 1,288.84	.00	.00	1,288.84
	51-334-00-0000-8153-000-0000-00-3 Acad/Clay Aca	counts Receivable .00	.00	.00	.00
	51-334-00-0000-8171-000-0000-00-3 Acad/Clay Inv	rentory .00	.00	8,846.41	8,846.41
	51-334-00-0000-8171-000-0000-01-3 Acad/Clay Foo	od Inventory .00	-3,878.05	-18,670.30	-18,670.30
	51-334-00-0000-8171-000-0000-02-3 Acad/Clay Nor	Food Inventory .00	.00	19.14	19.14
	51-335-00-0000-8153-000-0000-00-3 MEC/MESA Acco	ounts Receivable .00	.00	.00	.00
	51-335-00-0000-8171-000-0000-00-3 MEC/MESA Inve	entory .00	.00	2,166.26	2,166.26
	51-335-00-0000-8171-000-0000-01-3 MEC/MESA Food	Inventory .00	-1,164.88	-6,029.56	-6,029.56
	51-335-00-0000-8171-000-0000-02-3 MEC/MESA Non	Food Inventory .00	.00	276.54	276.54
	51-511-00-0000-8153-000-0000-00-3 York Intl Acc	counts Receivable .00	.00	.00	.00
	51-511-00-0000-8171-000-0000-00-3 York Intl Inv	rentory -10.00	.00	3,472.38	3,462.38
	51-511-00-0000-8171-000-0000-01-3 York Intl Foo	od Inventory 4,495.88	-2,137.44	-15,107.51	-10,611.63
	51-511-00-0000-8171-000-0000-02-3 York Intl Nor	Food Inventory 1,001.25	.00	.00	1,001.25
	51-512-00-0000-8153-000-0000-00-3 GLA Accounts	Receivable .00	.00	.00	.00
	51-512-00-0000-8171-000-0000-00-3 GLA Inventory	.00	.00	2,680.77	2,680.77
	51-512-00-0000-8171-000-0000-01-3 GLA Food Inve	entory 4,848.30	-816.87	-6,901.64	-2,053.34
	51-512-00-0000-8171-000-0000-02-3 GLA Non Food	Inventory 970.91	.00	.00	970.91
	51-000-00-0000-8141-000-0000-04-3 Receivable of	Local .00	.00	.00	.00
	51-000-00-0000-8142-000-3161-00-3 School Lunch	State Match A/R .00	.00	.00	.00
	51-000-00-0000-8142-000-3162-00-3 School Breakf	ast A/R .00	.00	.00	.00
	51-000-00-0000-8142-000-3164-00-3 Smart Start N	Mutrition A/R 1,036.20	-3,129.60	-50.10	986.10
	51-000-00-0000-8142-000-3169-00-3 Child Nutriti	on Lunch A/R .00	-2,799.20	956.40	956.40
	51-000-00-0000-8142-000-4553-00-3 Federal School	ol Breakfast A/R 41,323.92	-133,112.85	-83,670.23	-42,346.31
	51-000-00-0000-8142-000-4555-00-3 Federal School	ol Lunch A/R 166,414.26	-473,237.27	-317,069.59	-150,655.33

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Balance Sheet Summary

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 51	Nutrition Service Fund				
i	51-000-00-0000-8142-000-4555-01-3 Federal Snack A/R	.00	-3,449.94	1,468.74	1,468.74
i	51-000-00-0000-8142-000-4556-00-3 Special Milk Program A/R	.00	-1,980.07	-1,103.47	-1,103.47
	51-000-00-0000-8142-000-4559-00-3 Federal Summer Food Serv A/R	24,542.18	.00	-24,542.18	.00
	51-000-00-0000-8171-000-0000-01-3 Food Inventory	28,779.94	17,100.72	65,945.95	94,725.89
	51-000-00-0000-8171-000-0000-02-3 Non Food Inventory	13,053.54	-1,789.29	57,103.02	70,156.56
	51-000-00-0000-8232-000-0000-00-3 Accum Depreciation Bldg	-16,385.00	.00	.00	-16,385.00
	51-000-00-0000-8242-000-0000-00-3 Accum Depreciation Equip	-92,610.74	.00	.00	-92,610.74
	51-000-00-0000-8245-000-0000-00-3 Depreciation Expense	05	.00	.00	05
	51-156-00-0000-8153-000-0000-00-3 Welby Montessori Accounts Receivable	.00	.00	.00	.00
	51-156-00-0000-8171-000-0000-00-3 Welby Montessori Inventory	.00	.00	2,383.68	2,383.68
i	51-156-00-0000-8171-000-0000-01-3 Welby Montessori Food Inventory	2,582.88	-1,508.63	-6,381.52	-3,798.64
	51-156-00-0000-8171-000-0000-02-3 Welby Montessori Non Food Inventory	670.73	.00	.00	670.73
i	51-305-00-0000-8153-000-0000-00-3 NVYAS Accounts Receivable	.00	.00	.00	.00
	51-740-00-0000-8153-000-0000-00-3 Catering Accounts Receivable	538.90	.00	-538.90	.00
	51-740-00-0000-8171-000-0000-00-3 Catering Inventory	470.74	98.88	837.79	1,308.53
	51-740-00-0000-8171-000-0000-01-3 Catering Food Inventory	2,550.38	980.34	7,189.84	9,740.22
	51-740-00-0000-8171-000-0000-02-3 Catering Non Food Inventory	254.13	.00	73.36	327.49
	51-935-00-0000-8153-000-0000-00-3 New America Accts Receivable	.00	.00	.00	.00
	51-000-00-0000-8132-000-0000-10-3 Due To/From General Fund	-347.73	-7,665.77	-145,920.38	-146,268.11
	51-000-00-0000-8132-000-0000-22-3 Due To/From Government Grant	.00	.00	.00	.00
	Total Assets	2,266,365.70	-201,725.90	-589,562.23	1,676,803.47

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#### Mapleton Public Schools

Balance Sheet Summary

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 51 Nutrition Service Fund .00 .00 51-000-00-0000-7421-000-0000-00-3 Accounts Payable .00 .00 -647.00 .00 51-000-00-0000-7421-000-0000-01-3 Accounts Payable-Prior Yrs 647.00 .00 .00 .00 51-000-00-0000-7401-000-0000-00-3 Advance from General Fund .00 .00 104,680.29 51-000-00-0000-7461-000-0000-01-3 Accrued Salaries and Benefits 104,680.29 .00 .00 51-000-00-0000-7461-000-0000-03-3 Early Retirement-Current .00 .00 .00 .00 51-000-00-0000-7461-000-0000-04-3 Early Retirement-Non-current .00 .00 .00 .00 .00 2,883.06 51-000-00-0000-7461-000-0000-05-3 Accrued Vacation 2,883,06 .00 51-000-00-0000-7481-000-0000-00-3 Deferred Commodity Revenue .00 .00 .00 .00 .00 32,995.30 51-000-00-0000-7541-000-0000-02-3 Accrued Sick Leave 32,995.30 . 00 746.78 51-113-00-0000-7481-000-0000-00-3 MDW Deferred Revenue -746.78 .00 .00 51-114-00-0000-7481-000-0000-00-3 MNT Deferred Revenue -1,348.87 .00 1,348.87 .00 -124.53 .00 51-115-00-0000-7481-000-0000-00-3 VV Deferred Revenue 124.53 .00 -1,725.26 1,725.26 .00 51-116-00-0000-7481-000-0000-00-3 WH Deferred Revenue .00 -28.20 28.20 .00 51-151-00-0000-7481-000-0000-00-3 BH Deferred Revenue . 00 2,218.33 .00 51-155-00-0000-7481-000-0000-00-3 Explore Deferred Revenue -2,218.33.00 237.13 .00 51-181-00-0000-7481-000-0000-00-3 MELC Deferred Revenue -237.13.00 .00 51-334-00-0000-7481-000-0000-00-3 Aced/Clay Deferred Rev .00 .00 .00 51-335-00-0000-7481-000-0000-00-3 MEC/MESA Deferred Revenue .00 .00 .00 .00 51-511-00-0000-7481-000-0000-00-3 York Intl Deferred Revenue 1.230.74 -1.230.74.00 . 00 -677.03 .00 51-512-00-0000-7481-000-0000-00-3 GLA Deferred Revenue 677.03 .00 -532.76.00 51-521-00-0000-7481-000-0000-00-3 MESA Deferred Revenue 532.76 .00 624.86 51-156-00-0000-7481-000-0000-00-3 Welby Montessori Deferred Revenue -624.86 .00 .00 -238.03 51-301-00-0000-7481-000-0000-00-3 SKV Deferred Revenue 238.03 .00 .00 51-305-00-0000-7481-000-0000-00-3 NVYAS Deferred Revenue .00 .00 .00 .00 .00 .00 51-526-00-0000-7482-000-0561-00-3 Livewell Colo Grant Def Rev .00 .00 -155.43.00 51-935-00-0000-7481-000-0000-00-3 New America Deferred Revenue 155.43 .00 Total Liabilities 137,234,74 .00 3,323.91 140,558.65 .00 443,559.35 51-000-00-0000-6721-000-0000-01-3 Capital Contribution from Gen Fd 443,559.35 .00 125,326.97 . 0.0 51-000-00-0000-6721-000-0000-02-3 Capital Contribution from Cap Res Fd 125,326.97 . 00 .00 .00 51-000-00-0000-6790-000-0000-41-3 Contributed Capital from Bldg Fund .00 .00 .00 .00 51-000-00-0000-6730-000-0000-00-3 Retained Earnings Appropriated .00 .00 51-000-00-0000-6730-000-0000-01-3 Budgeted Fund Balance .00 .00 .00 .00 -179,400.00 -179,400.00 51-000-00-0000-6775-000-0000-00-3 Budgeted Fund Balance .00 .00 1,560,244.64 .00 51-000-00-0000-6792-000-0000-00-3 Unreserved fund balance 1,560,244.64 .00 Total Equity 2,129,130.96 -179,400.00 1,949,730.96 00

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### Mapleton Public Schools

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Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	51	Nutrition Service Fund		<del></del>		
		51-000-00-0000-6780-000-0000-00-3 Estimated Revenues	-2,337,284.36	.00	89,700.00	-2,247,584.36
		51-000-00-0000-6781-000-0000-00-3 Revenue Control	.00	38,697.74	900,047.15	900,047.15
		51-000-00-0000-6782-000-0000-00-3 Appropriations	2,337,284.36	.00	89,700.00	2,426,984.36
		51-000-00-0000-6783-000-0000-00-3 Expenditure Control	.00	-239,220.34	-1,492,933.29	-1,492,933.29
		51-000-00-0000-6784-000-0000-00-3 Encumbrance Control	.00	-3,907.01	-4,024.61	-4,024.61
		51-000-00-0000-6753-000-0000-00-3 Reserve for Encumbrances	.00	3,907.01	4,024.61	4,024.61
		510000000067850000000003 Encumbrance for Balance	.00	-1,203.30	.00	.00
		Total Controls	.00	-201,725.90	-413,486.14	-413,486.14
		Total Equity and Control	2,129,130.96	-201,725.90	-592,886.14	1,536,244.82
		Total Liabilities and Equity	2,266,365.70	-201,725.90	-589,562.23	1,676,803.47

\*Fund is in Balance

.00



TO: Board of Education

FROM: Charlotte Ciancio, Superintendent

DATE: March 13, 2013

Policy: Communication and Support of the Board of Education (EL 4.8)

Report Type: Decision Making

**SUBJECT:** Adoption of Board Policies

**Policy Wording:** The superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted as ensuring the Board officially adopts required policies for use in the school district upon recommendation of the superintendent.

**Board Action:** District administration is requesting the Board's adoption of the attached policies.

**Report:** At the February 26, Board meeting, district administration and the Board of Education received the following policies:

ADC	Tobacco Free Schools
ADD	Safe Schools
JF	Admission and Denial of Admission
JFBA	IntraDistrict Choice Open Enrollment
JFBB	InterDistrict Choice Open Enrollment
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICH	Drug And Alcohol Use by Students
JICI	Weapons in Schools
JRCA	Sharing of Student Records

This evening, District Administration recommends that these policies be adopted. The attached copies represent the "final" versions to these policies and are submitted for Board approval.



ADC

### **Tobacco-Free Schools**

To promote the general health, welfare and well-being of students and staff, smoking, chewing or any other use of any tobacco product by staff, students and members of the public is prohibited on all school property.

Possession of any tobacco product by students is also prohibited on school property.

Signs will be posted in prominent places on all school property to notify the public that smoking or other use of tobacco products is prohibited in accordance with state law and District policy. This policy will be published in all employee and student handbooks, posted on bulletin boards and announced in staff meetings.

Any member of the general public observed to be in violation of this policy will be asked to comply or will be instructed to leave school district property.

Employees found to be in violation of this policy will be subject to appropriate disciplinary action.

Disciplinary measures for students who violate this policy will include in-school detention, revocation of privileges and/or exclusion from extra-curricular activities. Repeated violations may result in suspension from school. In accordance with state law, no student will be expelled solely for tobacco use.

For purposes of this policy, the following definitions apply:

- 1. "School property" means all property owned, leased, rented or otherwise used or contracted for by a school including but not limited to the following:
- 2. All indoor facilities and interior portions of any building or other structure used for children under the age of 18 for instruction, educational or library services, routine healthcare, daycare or early childhood development services, as well as for administration, support services, maintenance or storage. The term does not apply to buildings used primarily as residences.
- 3. All school grounds over which the school exercises control including areas surrounding any building, playgrounds, athletic fields, recreation areas and parking areas.
- 4. All vehicles used by the district for transporting students, staff, visitors or other persons.
- 5. At a school sanctioned activity or event.
- 6. "Tobacco product" means:
- 7. Any product that contains nicotine or tobacco or is derived from tobacco and is



**ADC** 

- intended to be ingested or inhaled by or applied to the skin of an individual, including but not limited to cigarettes, cigars, pipe tobacco, snuff and chewing tobacco; and
- 8. Any electronic device that can be used to deliver nicotine to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, cigarillo or pipe.
- 9. "Tobacco product" does not include any product that has been approved by the appropriate federal agency as a tobacco use cessation product.
- 10. "Use" means lighting, chewing, smoking, ingesting or application of any tobacco product.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.

### **LEGALREFERENCES**:

20 U.S.C.7181etseq. Pro-Children Act of 2001 contained in No Child Left Behind Act of 2001 (prohibits smoking in any indoor facility used to provide educational services to children)

C.R.S.18-13-121 (furnishing tobacco products to minors prohibited)

C.R.S.22-32-109 (1)(bb) (policy r required prohibiting use of tobacco products on school grounds)

C.R.S.22-32-109.1(2)(a)(I)(H) (policy required as part of safe schools plan)

C.R.S.25-14-103.5 (tobacco use prohibited on school property)

C.R.S.25-14-301: Teen Tobacco Use Prevention Act

6 CCR1010-6, Rule5-306: Rules and Regulations Governing Schools: Ventilation

### **CROSSREFERENCES:**

IHAMA: Teaching about Drugs, Alcohol and Tobacco

KFA: Public Conduct on School Property





#### Safe Schools

The Board of Education (the "Board") recognizes that effective learning and teaching takes place in a safe, secure and welcoming environment and that safe schools contribute to improved attendance, Increased student achievement, and community support. To that end, the Board directs the Superintendent, following regular review of relevant data and consultation with the School District Accountability Committee and the School Accountability Committees, parents, teachers, administrators, students and when appropriate, school psychologists and members of the community including victims advocacy organizations and local law enforcement, to develop and maintain a safe schools plan that includes:

- 1. Procedures that address the supervision and security of school buildings and grounds.
- 2. Procedures that address the safety and supervision of students during school hours and school-sponsored activities.
- 3. Procedures that address persons visiting school buildings and attending school-sponsored activities.
- 4. Training programs for staff and students in crisis prevention and management.
- 5. Training programs for staff and students in emergency response procedures that include practice drills.
- 6. Training programs for staff and students in how to recognize and respond to behavior or other information that may indicate impending violence or other safety problems.
- 7. Training and support for students that aims to relieve the fear, embarrassment and peer pressure associated with reporting behavior that may indicate impending violence or other safety problems.
- 8. Procedures for safe, confidential reporting of security and safety concerns at each school building.
- 9. Procedures for regular assessments by school security/safety professionals and law enforcement officers to evaluate the security needs of each school building and to provide recommendations for improvements if necessary.
- 10. Procedures for regular assessments to determine whether students feel safe and to provide recommendations for improvements in school climate at each district building.
- 11. Procedures to provide for regular communications between district officials, law enforcement officers, fire department officials, city and county officials and local medical personnel to discuss crisis prevention and management strategies, including involvement by these parties in the development and revision of crisis prevention and management plans.
- 12. Training programs for staff and students in safety precautions and procedures related to fire prevention, natural disaster response, accident prevention, public



**ADD** 

health, traffic, bicycle and pedestrian safety, environmental hazards, civil defense, classroom and occupational safety, and special hazards associated with athletics and other extracurricular activities.

13. Procedures for the reporting of criminal activity to law enforcement.

Each school director shall be responsible for the supervision and implementation of the safe school program at his or her school. The school director shall submit annually, in the manner and by the date specified by the State Board of Education, a written report to the Superintendent concerning the learning environment in the school during that school year. The report shall contain, at a minimum, the information required by law. The Superintendent shall provide the report to the Board of Education.

It shall be the responsibility of the Superintendent to compile the annual safety reports from every school in the District and submit the compilation to the Colorado Department of Education in a format specified by the State Board of Education. The report will be made available to the public on the District's website.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.

#### LEGALREFERENCES:

C.R.S.9-1-101 through 9-1-106 (construction requirements, fire escapes, etc.)

C.R.S.22-3-101 through 22-3-104 (eye protective devices)

C.R.S.22-32-109.1 (2) (safe schools plan)

C.R.S.22-32-

109.1(2)(b) (detailing information required in annual principal reports on the learning environment)

C.R.S.22-32-110 (1)(k) (board authority to adopt policies related to employee safety and official conduct)

C.R.S.22-32-124 (2),(3)(building inspections)

C.R.S.24-10-106.5 (duty of care)

### **CROSSREFERENCES:**

ECA/ECAB: Security/Access to Buildings

GBGAA: Staff Training in Crisis Prevention and Management

KDE: Crisis Management (Safety, Readiness and Incident Management Planning)

KI: Visitors to School



### Admission and Denial of Admission

#### Admission

Admission refers to the first time a student seeks to attend the schools of the District, or returns after not being enrolled for any period of time.

Students residing within the boundaries of Mapleton Public Schools (the "District) are given priority over students residing outside of the District's boundaries for admission decisions.

All persons who have reached the age of six and are under the age of 21 who have not graduated from high school or received any document evidencing completion of the equivalent of a secondary curriculum (G.E.D.), and reside within the boundaries of the District will be permitted to attend without payment of tuition, subject to the remainder of this policy. Non-resident (out-of-district) students will be admitted pursuant to this policy and in accordance with state and federal law. Preliminary decisions regarding residency classifications are determined by the Welcome Center based upon appropriate documentation provided by the family, subject to review and verification by the Superintendent/Designee. Providing false information is cause for denial of admission and/or enrollment.

Any child who will reach the age of five on or before October 1st is eligible to attend Kindergarten in August of that year. Any child entering public school for the first time who will reach the age of six on or before October 1st is eligible to attend first grade beginning in August of that year. Students who do not meet the minimum age requirements for kindergarten or first grade shall not be admitted. Exceptions may be made for highly gifted students by contacting the Superintendent/Designee, whose decision shall be final.

A birth certificate or other proof of legal age, as well as proof of residence, must be provided both to the Welcome Center and to the school.

Although not required, students shall be urged to have a physical examination and to submit a report from the examining physician to the school to ensure the school nurses have adequate information to properly care for the student's medical needs.

All students new to the District are admitted conditionally until all records, including discipline records, from the schools previously attended by the student are received by the District. In the event that the student's records indicate a reason to deny admission, the student's conditional status will be revoked. The parent/guardian will be provided with written notice of the denial of admission, which will inform of their right to request a hearing. This section does not apply to enrollment of students in out-of-home placements.



#### **Denial of Admission**

Mapleton Public Schools may deny admission to the schools of the District in accordance with applicable law. The District shall provide due process of law to students and parents/guardians through written procedures consistent with law. The procedures for denial of admission shall be the same as those for student suspension/expulsion inasmuch as the same section of the law governs these areas.

#### **Nondiscrimination**

The Board, the Superintendent, other administrators, and District employees shall not unlawfully discriminate based on a student's race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, disability, or need for special education services in the determination or recommendation of action under this policy.

Adopted March 26, 2013 by the Board of Education for Mapleton Public Schools.

### **LEGALREFERENCES**:

C.R.S. § 22-1-102 (defines "resident")

C.R.S. § 22-1-102.5 (defines "homeless child")

C.R.S. § 22-1-115 (school age is any age over five and under twenty-one years)

C.R.S. § 22-2-409 (notification of risk)

C.R.S. § 22-32-109 (1)(ll) (Board duty to adopt policies requiring enrollment decisions to be made in a nondiscriminatory manner)

C.R.S. § 22-32-115 (tuition to another school district)

C.R.S. § 22-32-116 (non-resident students)

C.R.S. § 22-32-138 (enrollment of students in out-of-home placements)

C.R.S. § 22-33-103 through 22-33-110 (school attendance law)

C.R.S. § 22-33-105 (2)(c) (requiring hearing to be convened if requested within 10 days after denial of admission or expulsion)

### **CROSSREFERENCES:**

**JEB:** Entrance Age Requirements

JKD/JKE: Suspension/Expulsion of Students

JLCB: Immunization of Students



JFBA

### **In-District Choice/Enrollment**

Mapleton Public Schools (the "District") prides itself as a District of Choice, meaning that in-District students may choose which of the District's schools they wish to attend, regardless of where in the District they live. This policy and accompanying regulation (JFBA-R) directs the manner in which in-District (resident) students and their families make that choice.

#### The Welcome Center

Because Mapleton Public Schools offers educational programs that are unique and targeted toward fostering learning through various school designs, the District has established the Welcome Center to assist families in making choices about which school to attend. Accordingly, all students new to the District, starting school for the first time, or considering switching schools should visit the Welcome Center to learn about their choices and to receive assistance in making this decision.

### **Enrollment/Transfer within the Enrollment Window**

Each year, the Welcome Center will announce an enrollment period for in-District students for the subsequent school year. All current students will be notified of the enrollment period, and notice will also be posted on the website and other District publications. Students who are new to the District, starting school for the first time, or interested in transferring schools should visit the Welcome Center during the enrollment window to begin the process. The Welcome Center's determination of available space in a particular program or school shall be official. Applications received during the enrollment window will be given first consideration for their requested school/s. When the demand for a particular school or program exceeds the availability, a lottery process will be utilized. See JFBA-R for the wait pool/lottery procedures.

Pursuant to state and federal law, students exercising choice under the federal No Child Left Behind Act (NCLB) (when school is on improvement status or designated as persistently dangerous or when student is a victim of a violent crime at school) have priority over other students.

### **Enrollment/Transfer Outside of the Enrollment Window**

Students who move into the District during the school year, or who miss the enrollment window, should visit the Welcome Center as soon as possible. Students are enrolled on a first-come, first, serve basis, so although eligible in-District students will be permitted to enroll outside of the enrollment window, students will have to select from schools/programs with space available. Current students who wish to transfer to a



**JFBA** 

different school outside of the enrollment window should first contact their School Director. The Director will find out which schools have availability and advise the student and their family. In some circumstances, especially for high school students, the timeliness of a transfer could be important and the School Director will discuss the consequences of making a mid-session transfer as it pertains to credits earned, credits lost, and graduation date.

### **Auto-Enrollment for Subsequent School Years**

Students who wish to attend the same school that they attended the previous school-year do not need to re-enroll. Students will be automatically re-enrolled each year unless the Welcome Center is notified otherwise.

### **Transportation**

As a "District of Choice," Mapleton is committed to providing transportation to and from school for all in-District students regardless of the school's location in relation to the student's home. Families who do not live within walking distance of their school should contact Transportation Services prior to the start of the school year to find out bus stop locations. If there is not an existing bus stop close enough to the student's home, Transportation Services should be notified within a reasonable time prior to the start of school and if necessary, appropriate adjustments to the transportation plan will be made. Transportation Services has policies and procedures in place to determine where bus stops are located and how the District makes decisions about transporting students to and from school.

#### **Nondiscrimination**

The Board, the Superintendent, other administrators, and District employees shall not unlawfully discriminate based on a student's race, color, national origin, ancestry, creed, sex, sexual orientation, religion, marital status, disability, or need for special education services in the determination or recommendation of action under this policy.

#### **Special Education Students**

Requests from the parents of special education students for enrollment or transfer to another school or program shall be considered in accordance with applicable state and federal laws. The student's current Individual Education Plan (IEP) shall be used to determine if the requested school or program can meet the student's needs.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.



**JFBA** 

### LEGALREFERENCES:

20 U.S.C. 7912 (students who attend a school designated by state as persistently dangerous or who have been a victim of a violent crime at school have the option to transfer to a safe school within the district pursuant to the No Child Left Behind Act of 2001)

C.R.S. § 22-1-102 (definition of district resident)

C.R.S. § 22-32-110 (1)(m) (power to fix boundaries)

C.R.S. § 22-36-101 et seq. (open enrollment)

### **CROSSREFERENCES:**

**EEA: Student Transportation** 

**IHBG:** Home Schooling

JFABD: Homeless Students

JFBB: Inter-District Choice/Open Enrollment



JFBB

### **Inter-District Choice/Open Enrollment**

Mapleton Public Schools (the "District") recognizes that students who live outside of District boundaries may benefit from the District's philosophy and programming. Accordingly, Mapleton Public Schools welcomes students who reside outside of the District and will make admission decisions of out-of-district students pursuant to this policy and regulation JFBB-R, subject to space and program availability.

Nonresident students within the state who are accepted pursuant to this policy and regulation JFBB-R, may enroll in the programs or schools within the District on a space available basis without payment of tuition, except as otherwise provided by law.

In providing for admission of nonresident students, the District will not:

- 1. Make alterations in the structure of the requested school or to the arrangement or function of rooms within a requested school to accommodate the enrollment request.
- 2. Establish and offer any particular program in a school if such program is not currently offered in such school.
- 3. Alter or waive any established eligibility criteria for participation in a particular program, including age requirements, course prerequisites and required levels of performance.

Before considering requests for admission from nonresidents, priority shall be given to resident students who apply under the District's open enrollment/transfer plan.

Barring extraordinary circumstances, students enrolled pursuant to this policy shall be allowed to remain enrolled in the school or program through the end of the school year.

### **Transportation**

Out-of-district students must arrange their own transportation to and from school. The District does not provide transportation to out-of-district students, although they will be permitted to utilize our transportation services if the student is able to get to one of the existing District bus stops. The only exceptions may be made if it is determined that transportation is necessary for the District to comply with state and federal law requirements for homeless and disabled students. Homeless and disabled students shall be transported, as necessary, in accordance with state and federal law.

#### Nondiscrimination

The Board, the Superintendent, other administrators, and District employees shall not unlawfully discriminate based on a student's race, color, national origin, ancestry, creed, sex, sexual orientation, religion, marital status, disability, or need for special education services in the determination or recommendation of action under this policy.





### **Special Education**

Requests from the parents/guardians of special education students for admission shall be considered in accordance with applicable state and federal laws. The student's current Individual Education Plan (IEP) shall be used to determine if the requested school or program can meet the student's needs. Once the student is admitted, the District shall conduct a staffing to update the IEP.

### **Waiver Requests**

The Superintendent shall present to the Board for its consideration any request from parents/guardians alleging violation of this policy.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.

#### LEGALREFERENCES:

C.R.S. 15-14- 105 (delegation of custodial power)

C.R.S. 19-1-115.5 (child in foster care placement is considered resident of school district in which foster home is located)

C.R.S. 22-1-102 (2) (definition of resident of district)

C.R.S. 22-20-106 (designation of general and special education responsibilities for students with disabilities)

C.R.S. 22-20-107.5 (defining district of residence for students with disabilities)

C.R.S. 22-20-109 (tuition for special education services)

C.R.S. 22-32-109 (1)(ll) (Board duty to adopt policies requiring enrollment decisions to be made in a nondiscriminatory manner)

C.R.S. 22-32-113 (1)(c) (transportation of students residing in another district)

C.R.S. 22-32-115 (district may pay tuition for student to attend in another district not to exceed 120% of per pupil general fund cost)

C.R.S. 22-32-115 (2) (b) (subject to 22-36-101 district must permit any student whose parents are residents of Colorado to attend w/o payment of tuition)

C.R.S. 22-32-115 (4) (a) (district is not liable for tuition except pursuant to written agreement)

C.R.S. 22-32-116 (if become non-resident may finish semester, if in 12th grade may finish year, special rules for elementary students)



**JFBB** 

C.R.S. 22-33-103 (any resident may attend district school w/o payment of tuition, tuition can be paid by district of residence pursuant to written agreement, parents may pay tuition if non-Colorado resident)

C.R.S. 22-33-106 (3) (grounds to deny admission)

C.R.S. 22-36-101 et seq. (open enrollment policy must have time line and reasons to deny enrollment)

C.R.S. 22-54-103 (10) (definition of pupil enrollment as of Oct. 1)

#### **CROSSREFERENCES:**

JF-R: Admission and Denial of Admission (Procedures for Students in Out-of-Home Placements)

JFAB: Continuing Enrollment of Students Who Become Nonresidents

JFABA: Nonresident Tuition Charges

JFABD: Homeless Students

JFBA: Intra-District Choice/Open Enrollment



#### **Student Conduct**

Mapleton Public Schools strives to help students achieve maximum development of individual knowledge, skills, competence, and behavior patterns which will enable them to be responsible, contributing members of society.

In accordance with state law, the Board of Education shall adopt a written student conduct and discipline code based upon the principle that every student is expected to follow accepted rules of conduct and to show respect for and to obey persons in authority. The code shall emphasize that certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. The code shall emphasize proportionate disciplinary interventions and consequences and the importance of keeping students engaged in learning. The code shall be enforced uniformly, fairly, and consistently for all students.

All District policies and regulations labeled starting with the letters "JIC" or "JK" (also listed below in the Cross References section) shall be considered as constituting the District's conduct and discipline code.

The Board shall consult with parents/guardians, students, teachers, administrators and other community members in the development of the conduct and discipline code.

The rules shall not infringe upon constitutionally protected rights, shall be clearly and specifically described, shall be printed in a handbook or some other publication made available to students and parents/guardians, and shall have an effective date subsequent to the dissemination of the published handbook.

The Superintendent shall ensure that the conduct and discipline code is distributed to all students when joining the District, and that reasonable measures are taken to ensure each student is familiar with the code. Copies shall be posted or kept on file in each school of the District. In addition, any significant change in the code shall be distributed to students/families.

In all instances, students shall be expected to conduct themselves in keeping with their level of maturity, acting with due regard for the supervisory authority vested by the Board in all District employees, the educational purpose underlying all school activities, the widely shared use of school property, and the rights and welfare of other students. All employees of the District shall be expected to share the responsibility for supervising the behavior of students and for seeing that they abide by the established rules of conduct.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.

### **LEGALREFERENCES**:

C.R.S. § 22-32-109.1 (2) (policy required as part of safe schools plan)

C.R.S. § 22-32-109.1 (2)(a) (school district shall take reasonable measures to familiarize students with the conduct and discipline code)





C.R.S. § 22-33-106 (1)(a-g) (grounds for suspension, expulsion and denial of admission)

### **CROSSREFERENCES**:

GBGB: Staff Personal Security and Safety

JICA: Student Dress Code

JICA-R: Student Dress Code

JICB: Prevention of Bullying

JICC: Student Conduct in School Vehicles

**IICDA:** Code of Conduct

JICDD: Code of Conduct Violent and Aggressive Behavior

JICDE: Bullying Prevention and Education

JICE: Student Publications

**JICEA: School-Related Student Publications** 

**IICEC:** Student Distribution of Noncurricular Materials

JICED: Student Expression of Rights

JICF: Secret Societies/Gang Activity

JICG: Use of Tobacco by Students

JICH: Drug and Alcohol Use by Students

JICI: Weapons in School

**JICJ: Student Use of Electronic Communication Devices** 

JK: Student Discipline

JK-R: Student Discipline

JK-2: Discipline of Students with Disabilities

JKA: Corporal Punishment/Reasonable Restraint

JKBA: Disciplinary Removal from Classroom

JKD/JKE: Student Suspension and Expulsion

JKF: Educational Alternatives for Expelled Students

JKG: Expulsion Prevention



JICA

### Student Dress Code

Mapleton Public Schools consists of 16 schools which are small-by-design to allow students to discover their abilities, embrace their talents, and explore their passions. Each school within the District maintains their own philosophy and identity, while promoting the District's collective philosophy. In an effort to provide an environment conducive to optimal and safe learning absent of unnecessary distraction, and in an effort toward the implementation, facilitation, and perpetuation of school unity, the Board of Education allows each school to establish their own dress code consistent with the school's individual identity as long as the dress code meets the minimum standards of dress outlined below.

Students shall not wear apparel that is deemed disruptive or potentially disruptive to the classroom environment or to the maintenance of a safe and orderly school. The following items are not permitted in school buildings, on school grounds, or at school activities:

- 1. Shorts, dresses, skirts or other similar clothing shorter than mid-thigh length;
- 2. Sunglasses and/or hats worn inside the building;
- 3. Inappropriately sheer, tight or low-cut clothing (e.g., midriffs, halter tops, backless clothing, tube tops, garments made of fishnet, mesh or similar material, muscle tops, etc.) that bare or expose traditionally private parts of the body including, but not limited to, the stomach, buttocks, back and breasts;
- 4. Tank tops or other similar clothing with straps narrower than 1.5 inches in width;
- 5. Any clothing, paraphernalia, grooming, jewelry, hair coloring, accessories, or body adornments that are or contain any advertisement, symbols, words, slogans, patches, or pictures that:
  - Refer to drugs, tobacco, alcohol, or weapons
  - Are of a sexual nature
  - By virtue of color, arrangement, trademark, or other attribute denote membership in gangs which advocate drug use, violence, or disruptive behavior
  - Are obscene, profane, vulgar, lewd, or legally libelous
  - Threaten the safety or welfare of any person
  - Promote any activity prohibited by the student code of conduct
  - Otherwise disrupt the teaching-learning process.

Every student is expected to follow their school's dress code at all times, starting on the first day of school, until the last day of classes, and for all school events unless otherwise indicated. Appropriate athletic clothing may be worn in physical education classes. Clothing normally worn when participating in school-sponsored extra-curricular or sports activities (such as athletic uniforms) may be worn to school when approved by the sponsor or coach.



JICA

Each school must ensure that their students and parents/guardians are aware of the dress code at the beginning of each school year, and the consequences for dress code violations. Each school's dress code will also be posted on the District's website.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.

### **LEGALREFERENCES**:

C.R.S. 22-32-109.1 (2)(a)(I)(J) (boards duty to adopt student dress code)

### **CROSSREFERENCES**:

IMDB, Flag Displays

JBB: Sexual Harassment

JIC: Student Conduct

JICDA: Code of Conduct

JICF: Secret Societies/Gang Activity

JICH: Drug and Alcohol Use by Students

JICI: Weapons in School

JK: Student Discipline

JKD/JKE: Suspension/Expulsion of Student



IICC

### Student Conduct in School Vehicles

The privilege of riding in a school vehicle is contingent upon a student's good behavior and observance of the student code of conduct and established regulations for student conduct, both at designated school vehicle stops and on-board school vehicles.

The operator of a school vehicle shall be responsible for safety of the students in the vehicle, both during the ride and while students are entering or leaving the vehicle. Students shall be required to conform to all regulations concerning discipline, safety, and behavior while riding in the school vehicle. It is the vehicle operator's duty to notify the supervisor of transportation and the director of the school involved if any student persists in violating the established rules of conduct.

After due warning has been given to the student and to the student's parent(s)/guardian(s), the school director may withhold from the student the privilege of riding in the school vehicle. Violation of District policies and regulations while in a school vehicle may also result in the student's suspension or expulsion from school, in accordance with District policy.

Adopted March 26, 2013, by the Board of Education for Mapleton Public Schools.

#### **LEGAL REFERENCES:**

C.R.S. § 22-32-109.1 (2)(a)(I)(B) (discipline code to address conduct in school vehicles)

C.R.S. § 42-1-102 (88.5) (definition of school vehicle which includes a school bus)

### **CROSS REFERENCES:**

**IICA: Student Dress Code** 

JICA-R: Student Dress Code

JICB: Prevention of Bullying

**IICC: Student Conduct in School Vehicles** 

**IICDA: Code of Conduct** 

JICDD: Code of Conduct Violent and Aggressive Behavior

JICDE: Bullying Prevention and Education

**IICE: Student Publications** 

**IICEA: School-Related Student Publications** 

**IICEC:** Student Distribution of Noncurricular Materials

JICED: Student Expression of Rights



JICC

JICF: Secret Societies/Gang Activity

JICG: Use of Tobacco by Students

JICH: Drug and Alcohol Use by Students

JICI: Weapons in School

JICJ: Student Use of Electronic Communication Devices

JK: Student Discipline

JK-R: Student Discipline

JK-2: Discipline of Students with Disabilities

JKA: Corporal Punishment/Reasonable Restraint

JKBA: Disciplinary Removal from Classroom

JKD/JKE: Student Suspension and Expulsion

JKF: Educational Alternatives for Expelled Students

JKG: Expulsion Prevention



JICH

### **Drug and Alcohol Use by Students**

Mapleton Public Schools promotes a healthy environment for students by providing education, support, and decision-making skills with regard to alcohol, drugs, and other controlled substances and their abuse. In order to accomplish this goal, a cooperative effort must be made among the schools, parents/guardians, the community, and its agencies.

It shall be a violation of District policy and considered to be behavior which is detrimental to the welfare or safety of other students or school personnel for any student to possess, use, sell, distribute, procure, or to be under the influence of alcohol, drugs, or other controlled substances. The unlawful possession or use of alcohol or controlled substances is wrong and harmful to students.

For purposes of this policy, controlled substances include, but are not limited to, narcotic drugs, hallucinogenic or mind-altering drugs or substances, amphetamines, barbiturates, stimulants, depressants, marijuana, anabolic steroids, any other controlled substances as defined in law, or any prescription or nonprescription drug, medicine, vitamin, or other chemical substances not taken in accordance with District policy and regulations on administering medications to students.

This policy also includes substances that are represented by or to the student to be any such controlled substance or what the student believes to be any such substance.

This policy shall apply to any student on District property, being transported in vehicles dispatched by the District or one of its schools, during a school-sponsored or District-sponsored activity or event, off school property when the conduct has a reasonable connection to school or any District curricular or non-curricular event, or whose conduct at any time or place interferes with the operations of the District or the safety or welfare of students or employees.

Students violating this policy shall be subject to disciplinary sanctions which may include suspension or expulsion from school and/or referral to law enforcement.

Situations in which a student seeks counseling or information from a professional staff member for the purpose of overcoming substance abuse shall be handled on an individual basis depending upon the nature and particulars of the case. When appropriate, parents shall be involved and effort made to direct the substance abuser to sources of help.

Mapleton Public Schools, in recognition that drug and alcohol abuse is a community problem, shall cooperate actively with law enforcement, social services or other agencies and organizations, parents, and any other recognized community resources committed to reducing the incidents of illegal use of drugs and alcohol by school-aged youths. Whenever possible in dealing with student problems associated with drug and alcohol abuse, school personnel shall provide parents/guardians and students with information concerning education and rehabilitation programs which are available.

Information provided to students and/or parents about community substance abuse treatment programs or other resources shall be accompanied by a disclaimer to clarify that the District assumes no financial responsibility for the expense of drug or alcohol assessment or treatment provided by other agencies or groups unless otherwise required.



**JICH** 

The District shall provide all students and parents/guardians with a copy of this policy and its accompanying procedures on an annual basis.

The District shall conduct a periodic review of its drug prevention program to determine its effectiveness and to implement any necessary changes.

Adopted March 26, 2013 by the Board of Education for Mapleton Public Schools.

#### **LEGAL REFERENCES**:

20 U.S.C. §7101 et seq. (Safe & Drug-Free Schools and Communities Act of 1994)

C.R.S. § 18-18-102 (3), (5) (definition of "anabolic steroid" and "controlled substance")

C.R.S. § 18-18-407 (2) (crime to sell, distribute or possess controlled substance on or near school grounds or school vehicles)

C.R.S. § 22-1-110 (instruction related to alcohol and drugs)

C.R.S. § 22-32-109.1 (2)(a)(I)(G) (policy required as part of safe schools plan)

C.R.S. § 22-33-106 (1)(d) (suspension or expulsion discretionary for the sale of a drug or controlled substance)

C.R.S. § 25-1.5-106 (12)(b) (possession or use of medical marijuana in or on school grounds or in a school bus is prohibited)

#### **CROSS REFERENCES:**

IHAMA: Teaching about Drugs, Alcohol and Tobacco

IIH: Student Interrogations, Searches and Arrests

JK-2: Discipline of Students with Disabilities

JKD/JKE: Suspension/Expulsion of Students

JLCD: Administering Medications to Students



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### Weapons in School

Mapleton Public Schools believes that possession and/or use of weapons by students is detrimental to the welfare and safety of the students and school personnel within the District.

### **Dangerous Weapons**

Carrying, bringing, using, or possessing a dangerous weapon on District property, when being transported in vehicles dispatched by the District or one of its schools, during a school-sponsored or District-sponsored activity or event, and off school property when the conduct has a reasonable connection to school or any District curricular or non-curricular event, without the authorization of the school or the District, is prohibited. An exception to this policy may be made for students participating in an authorized extracurricular activity or team involving the use of firearms.

As used in this policy, "dangerous weapon" means:

- 1. A firearm, whether loaded or unloaded;
- 2. Any pellet, BB gun or other device, whether operational or not, designed to propel projectiles by spring action or compressed air;
- 3. A fixed blade knife with a blade that measures longer than three inches in length or a spring loaded knife or a pocket knife with a blade longer than three and one-half inches; and
- 4. Any object, device, instrument, material, or substance, whether animate or inanimate, used or intended to be used to inflict death or serious bodily injury.

The school director may initiate expulsion proceedings for students who carry, bring, use, or possess a dangerous weapon in violation of this policy. In accordance with federal law, expulsion shall be mandatory for no less than one full calendar year for a student who is determined to have brought a firearm to or possessed a firearm at school in violation of this policy. The Superintendent may modify the length of expulsion in writing on a case-by-case basis in extraordinary situations, including cases involving students with disabilities in accordance with state and federal law.

#### **Firearm Facsimiles**

Carrying, using, actively displaying, or threatening with a firearm facsimile that could reasonably be mistaken for an actual firearm on District property, when being transported in vehicles dispatched by the District or one of its schools, during a school-sponsored or



IICI

District-sponsored activity or event, and off school property when such conduct has a reasonable connection to school or any District curricular or non-curricular event without the authorization of the school or District is prohibited. Students who violate this policy provision may be subject to disciplinary action including but not limited to suspension and/or expulsion.

A student may seek prior authorization from the school director to carry, bring, use, or possess a firearm facsimile that could reasonably be mistaken for an actual firearm on school property for purposes of a school-related or non-school related activity. A student's failure to obtain such prior authorization is a violation of this policy provision and may result in disciplinary action, including but not limited to suspension and/or expulsion. The school director's decision to deny or permit a student to carry, bring, use, or possess a firearm facsimile that could reasonably be mistaken for an actual firearm on school property shall be final.

School administrators shall consider violations of this policy provision on a case-by-case basis to determine whether suspension, expulsion, or any other disciplinary action is appropriate based upon the individual facts and circumstances involved.

#### **Local Restrictions**

Mapleton Public Schools determines that extra precautions are important and necessary to provide for student safety. Therefore, the carrying, bringing, using, or possessing any *knife*, regardless of the length of the blade, or any other substance or object, regardless of its intended purpose, used in a manner that may render them dangerous to the user or others, on District property, when being transported in vehicles dispatched by the District or one of its schools, during a school-sponsored or District-sponsored activity or event, and off school property when the conduct has a reasonable connection to school or any District curricular or non-curricular event without express authorization is prohibited. Students who violate this policy provision shall be referred for appropriate disciplinary proceedings.

### Recordkeeping

The District shall maintain records which describe the circumstances involving expulsions of students who bring weapons to school including the name of the school, the number of students expelled, and the types of weapons involved, as required by law.



Mapleton blic Schools JICI

### **Referral to Law Enforcement**

In accordance with applicable law, school personnel shall refer any student who brings a firearm or weapon to school without authorization of the school or the District to law enforcement.

Adopted March 26, 2013 by the Board of Education for Mapleton Public Schools.

### **LEGAL REFERENCES:**

18 U.S.C. §921 (a)(3) (federal definition of "firearm")

20 U.S.C. §7151 (Gun-Free Schools Act)

20 U.S.C. §7151 (h) (requiring schools to have policies requiring referral to law enforcement)

C.R.S. § 18-1-901 (3)(h) (state law definition of "firearm")

C.R.S. § 22-32-109.1 (2)(a)(I)(G) (policy required as part of safe schools plan)

C.R.S. § 22-33-102 (4) (definition of dangerous weapon)

C.R.S. § 22-33-106 (1) (grounds for suspension, expulsion, denial of admission)

C.R.S. § 22-33-106 (1)(f) (must adopt policy regarding firearm facsimiles)

### **CROSS REFERENCES:**

JK-2: Discipline of Students with Disabilities

JKD/JKE: Suspension/Expulsion of Students

KFA: Public Conduct on School Property



JRCA

# Sharing of Student Records/Information Between District and State Agencies

Mapleton Public Schools intends to utilize all avenues under state law to facilitate the sharing of relevant student records and information when necessary to protect the safety and welfare of District staff, visitors, students, and the public, and to protect property.

The Superintendent is directed to develop procedures and a training program for staff consistent with this policy. The procedures shall direct District personnel to provide and obtain student records and information to/from state agencies, including law enforcement and judicial department agencies, to the extent required or allowed by state and federal law.

### **Sharing of Information by the School District**

Disciplinary and attendance information shall only be shared with a criminal justice agency investigating a criminal matter concerning a student enrolled or who will enroll in the District when necessary to effectively serve the student prior to adjudication. Such information shall only be shared upon written certification by the criminal justice agency that the information will not be disclosed to any other party, except as specifically authorized or required by law, without the prior written consent of the student's parent/guardian.

School personnel who share disciplinary and attendance information concerning a student pursuant to this policy are immune from civil and criminal liability if they act in good faith compliance with state law.

Nothing in this policy shall prevent administrators, teachers, or staff from disclosing information derived from personal knowledge or observation and not derived from student's education records.

### **Information Obtained from State Agencies**

Within the bounds of state law, District personnel shall seek to obtain such information regarding students as is required to perform their legal duties and responsibilities, including protecting public safety and safety of the student. Such information may be obtained from the judicial department or any state agency that performs duties and



Mapleton blic Schools JRCA

functions under the Colorado Children's Code.

District personnel receiving such information shall use it only in the performance of their legal duties and responsibilities and shall otherwise maintain the confidentiality of all information obtained. School personnel who knowingly violate this provision are subject to disciplinary action pursuant to District policy and to a civil penalty of up to \$1,000.

If such information is shared with another school or District to which a student may be transferring, it shall only be shared in compliance with the requirements of federal law, including the Family Education Rights and Privacy Act of 1974 ("FERPA").

When a petition is filed in juvenile court or district court that alleges a student under the age of 18 has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled.

The information shall be used by the District to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The District shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with the student code of conduct and related policies.

Adopted March 26, 2013 by the Board of Education for Mapleton Public Schools.

#### LEGALREFERENCES:

20 U.S.C. §1232g (Family Educational Rights and Privacy Act)

34 C.F.R. §99.1 et seq. (*Regulations*)

C.R.S. § 19-1-303 and 304 (records and information sharing under Colorado Children's Code)

C.R.S. § 19-1-304(5.5) (duty of prosecuting attorney to provide juvenile delinquency records)

C.R.S. § 19-2-921(7.5) (department of human services shall notify school district if student's parole conditions require school attendance)



**JRCA** 

C.R.S. § 22-1-123 (district shall comply with FERPA)

C.R.S. § 22-2-139 (7) (within confidentiality limits of state and federal law, information shall be shared to determine appropriate educational placement when a student is transferred to public school from day treatment facility, facility school or hospital)

C.R.S.  $\S$  22-32-109.1(6) (duty to establish policy on sharing information consistent with state and federal law in the interest of making schools safer)

C.R.S. § 22-32-109.3 (2) (duty to share disciplinary and attendance information with criminal justice agencies)

C.R.S. § 22-33-106.5 (court to notify of conviction of crime of violence and unlawful sexual behavior)

C.R.S. § 22-33-107.5 (school district to notify of failure to attend school)

C.R.S. § 24-72-204 (3)(e)(I) (certain FERPA provisions enacted into Colorado Law)

C.R.S.  $\S$  24-72-204(3)(e)(II) (disclosure by staff of information gained through personal knowledge or observation)

### **CROSSREFERENCES**:

JKD/JKE: Suspension/Expulsion of Students

JRA/JRC: Student Records/Release of Information on Students



TO: Charlotte Ciancio, Superintendent

FROM: Karla Allenbach, Director of Learning Services

DATE: March 19, 2013

Policy: Communication and Support of the Board of Education (EL 4.8)

Report Type: Decision Making

SUBJECT: Adoption of Instructional Materials - SPARK P.E.

**Policy Wording:** The Superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted as ensuring the Board officially adopts programs and curriculum for use in the school district upon recommendation of the Superintendent.

**Board Action:** District administration is requesting the Board's adoption of SPARK P.E.

**Report:** Approval is requested from the Board for the instructional materials entitled *SPARK P.E.* SPARK stands for Sports, Play and Active Recreation for Kids and provides instructional materials designed to be practical and effective tools for Physical Education Teachers. The SPARK P.E. instructional materials are available for grades Kindergarten through twelfth. Instructional lesson plans are provided to teachers in a "Sparkfolio" organized by activity.

The SPARK P.E. program was designed to develop student's enjoyment of physical activity and promote life-long wellness. Each instructional unit provides opportunities for group work and team building exercises, individual goal setting, home activity challenges, and leveled skill assessment options. Specific units to be studied include:

#### Kindergarten – 2<sup>nd</sup> Grade:

- Parachutes
- Balance, Stunts, and Tumbling
- Jumping

### 3rd - 6th Grade:

- Recess Activities
- Hockey
- Map Challenges

### 7<sup>th</sup> – 8<sup>th</sup> Grade:

- Racquets and Paddles
- Handball
- Track and Field

### 9th - 12th Grade:

- Wellness Walking
- Strength Training
- Softball
- Soccer
- Dance

A Professional Learning Community (PLC) consisting of all Mapleton Physical Education Teachers have conducted a crosswalk of these instructional materials against the District Physical Education Standards to ensure alignment. These instructional materials along with identified equipment needs will be funded out of a Colorado Health Foundation Grant, and will be implemented in all K – 12<sup>th</sup> grade Mapleton schools.

A set of instructional materials have been reviewed with the District Advisory Accountability Committee (DAAC) and has been on public display since the February 26, 2013, Board Meeting. Feedback received was related to the following topics:

- The program encourages student engagement and motivation.
- The format of instructional materials is "user friendly" for P.E. Teachers.
- The program incorporates team building activities.



TO: Charlotte Ciancio, Superintendent

FROM: Jackie Kapushion, Assistant Superintendent

DATE: March 11, 2013

Policy: Communication and Support of the Board of Education (EL 4.8)

Report Type: Decision Making

SUBJECT: School Calendar Information for the 2013-14 School Year

**Policy Wording:** The superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted to include recommendations on the proposed District Academic Calendar for 2013-14.

**Decision Requested:** District Administration recommends the Quarter/Trimester Calendar option for the 2013-14 academic year for discussion and approval.

**Report:** Prior to and following the Board meeting on February 26, 2013, a draft calendar was presented to various school and community groups for feedback. Feedback was related to the following topics:

- School breaks within the academic year
- Length of the school year/beginning and ending dates
- Facility concerns summer heat
- Childcare concerns during breaks
- Testing windows, grade prep day placement and parent-teacher conferences
- Placement of professional development days
- Kindergarten assessment and start date for students

Feedback in all but two of these areas was inconsistent. Therefore, District administration is recommending this calendar for Board adoption with the following changes:

- 1. Kindergarten assessments will take place on August 19<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup>. Half of Mapleton's kindergarten students will start school on August 22<sup>nd</sup>, and the other half will begin on August 23<sup>rd</sup>.
- 2. Quarter schools will have their late fall collaborative day on October 11<sup>th</sup>. Trimester schools will have their collaborative day on November 15<sup>th</sup>.

Mapleton Administration is requesting Board approval of the presented District calendar draft for the 2013-14 school year.



# Mapleton Public Schools

2013-14 Quarter Calendar DRAFT 3.15.2013

No Student/Teacher Contact

First Day of School/Last Day of School

Professional Development

Teacher Trade Day

Collaborative Day

Teacher Work Day

### July 2013

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#### July

4 Independence Day

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### August 2013

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#### August

12-15 Professional Development 16 Teacher Work Day 19 First Day of School grades 1-12 19-21 Kindergarten Testing (K start date will be given at this time)

22 First day of school for Kinders designated to start on this day 23 First day of school for Kinders designated to start on this day

## January 2014

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#### January

1 New Year's Day 6 Teacher Work Day 20 Martin Luther King Jr. Day

#### February 2014

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#### **February**

14 Collaborative Day 17 Presidents' Day

### September 2013

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#### September

2 Labor Day 20 Collaborative Day

### March 2014

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#### March

14 Collaborative Day 24 Teacher Trade Day 25 - April 3 No Student/Teacher Contact

#### October 2013

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#### October

11 Collaborative Day

14-18 No Student/Teacher Contact

### April 2014

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March 25 - April 3 No Student/ Teacher Contact 4 Collaborative Day

### November 2013

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#### November

25 Teacher Trade Day

26-29 No Student/Teacher Contact

28 Thanksgiving

29 Thanksgiving Holiday

### May 2014

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23 Collaborative Day 26 Memorial Day 31 District Graduation

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#### December

23 - Jan 3 No Student/Teacher Contact 23 Floating Holiday

24 Christmas Eve

25 Christmas Day

30 Extra Day over 260

31 New Year's Eve

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6 Last Day of School 9-10 Collaborative Day

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# Mapleton Public Schools

2013-14 Trimester Calendar DRAFT 3.13.2013

July 2013											
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#### July

4 Independence Day

August 2013 W 1 2 3 8 4 5 6 7 9 10 P P 17 11 23 24 18 19 20 21 22 26 27 29 30 31 25 28 T= 15 S = 10

#### August

12-15 Professional Development 16 Teacher Work Day

19 First Day of School grades 1-12 19-21 Kindergarten Testing (K start

### date will be given at this time)

22 First day of school for Kinders designated to start on this day 23 First day of school for Kinders designated to start on this day

#### September 2013

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#### September

2 Labor Day 20 Collaborative Day

### October 2013

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#### October

14-18 No Student/Teacher Contact

# November 2013

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#### November

15 Collaborative Day

25 Teacher Trade Day

26-29 No Student/Teacher Contact

28 Thanksgiving

29 Thanksgiving Holiday

#### December 2013

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#### December

23 - Jan 3 No Student/Teacher Contact 23 Floating Holiday 24 Christmas Eve 25 Christmas Day 30 Extra Day over 260

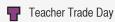
31 New Year's Eve

#### Key

No Student/Teacher Contact







Teacher Work Day

#### January 2014

Collaborative Day

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#### January

1 New Year's Day 6 Teacher Work Day 20 Martin Luther King Jr. Day

February 2014

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#### **February**

14 Collaborative Day 17 Presidents' Day

### March 2017

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#### March

14 Collaborative Day 24 Teacher Trade Day 25 - April 3 No Student/Teacher Contact

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#### **April 2014**

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#### April

March 25 - April 3 No Student/ Teacher Contact 4 Collaborative Day

#### May 2014

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#### May

23 Collaborative Day 26 Memorial Day 31 District Graduation

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### June 2014

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6 Last Day of School 9-10 Collaborative Day

T = 7S = 5 T = 186 + 2S= 170



TO: Charlotte Ciancio, Superintendent

FROM: Jackie Kapushion, Assistant Superintendent

DATE: March 11, 2013

POLICY: Communication and Support to the Board (EL 4.8)

**REPORT TYPE: Decision** 

SUBJECT: Connections Academy Contract School Approval

**Policy Wording:** The Superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted as requesting district administration to seek Board approval for any contracts with the District.

**Decision Requested:** District administration is requesting the Board's approval in entering into an agreement with Connections Academy.

**Report:** This evening, a contract between the District and Connections Academy is being presented for approval. The Connections Academy contract has been thoroughly reviewed by the Superintendent, District administration, the DAAC and the attorney for Mapleton Public Schools.

# EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT BETWEEN MAPLETON PUBLIC SCHOOLS AND CONNECTIONS ACADEMY OF COLORADO, LLC

This Educational Products and Services Agreement ("Agreement"), made as of the Effective Date specified below, by and between the Mapleton Public Schools (the "District") and Connections Academy of Colorado, LLC, ("CA"), a Colorado limited liability corporation, (individually a "Party" and collectively the "Parties").

#### **RECITALS**

**WHEREAS**, the District is an innovative Colorado school district known for its embrace of quality innovative education opportunities; and

**WHEREAS**, the District desires to provide a state-wide (multi-district) online education program as authorized under Colorado law; and

WHEREAS, CA has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of virtual schools, including but not limited to providing the Educational Products and the Educational Services described in Section 7 below (collectively, "Educational Products and Services"), specifically having operated the Colorado Connections Academy state-wide online school; and

**WHEREAS**, the District desires to contract with CA to provide such Educational Products and Services as defined herein to certain eligible students qualifying for enrollment and public funding under Colorado law as a multi-district online program (CRS 22-30.7-106 et seq.) and CA desires to contract with the District to provide such Educational Products and Services;

**WHEREAS,** on May 18, 2010, the Board of Education of the District encouraged the District to enter into an agreement with CA to operate a comprehensive full-time multi-district online program under the name "Colorado Connections Academy" (the "School") and apply to become the Authorizer of said program, pursuant to CRS 22-30.7-105(1)(b) and CRS 22-30.7-106; and

**WHEREAS**, the District and CA are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by CA on behalf of the District.

**NOW THEREFORE**, in consideration of the foregoing Recitals incorporated by this reference, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

1.1 "Academic Year" shall mean the school year as defined by the School Calendar (see also Section 1.12).

- 1.2 "Administrative Staff" shall include the employees of CA holding the positions described in Section 3.4.
- 1.3 "Confidential Information" shall have the meaning set forth in Section 10 of this Agreement.
- 1.4 "Course(s)" shall be comprised of a set of lessons and assessments including both tangible and intangible educational materials that can be augmented by State specific materials and instruction by Teachers through a variety of methods, including LiveLesson® sessions, in order to meet the educational content or other standards established by the State of Colorado in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.
- 1.5 **"District Coordinator**" shall mean a staff person at the District who shall administer and monitor this District's online program as specified in this Agreement and provide other such services identified CRS 22-30.7-106.
- 1.6 **"Educational Products and Services"** shall mean the Educational Products described in Section 2 and the Educational Services described in Section 3 of this Agreement.
- 1.7 "Eligible Student(s)" shall have the meaning set forth in Section 5 of this Agreement.
- 1.8 **"Effective Date"** shall be the date this Agreement shall have been executed by both Parties.
- 1.9 **"Learning Coach"** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student's parent or legal guardian who will perform the responsibilities as defined in the Parent/Legal Guardian (Caretaker) Acknowledgement and the School Handbook, both of which shall be reviewed and approved annually by the District. Learning Coaches shall not be employees or contractors of either the District or CA and shall not receive any compensation for their services as a Learning Coach.
- 1.10 **"Performance Review"** shall mean a review of CA's performance under this Agreement, conducted at the District's discretion, the design, performance criteria and methodology for which shall be developed by the District in consultation with CA.
- 1.11 "**Personalized Learning Plan**" or "**PLP**" shall have the meaning set forth in Section 3.1 of this Agreement.
- 1.12 "**School**" shall mean the certified, multi-district online program that is governed, operated, and provided by CA through the District as proposed Authorizer under CRS 22-30.7-106.
- 1.13 "School Calendar" shall be the days when the Educational Products and Services under this Agreement will be delivered to Students, Teachers and Learning Coaches, as defined by the School Handbook. CA will provide Educational Services on those days established to be the School Calendar for the school year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Colorado law. The School

Calendar for each Academic Year shall be as approved by the District and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

- 1.14 "Special Needs Students" shall mean students who have been identified as disabled under the federal Individuals with Disabilities Education Act, as amended, or Section 504 of the federal Rehabilitation Act of 1973.
- 1.15 "Students" shall mean the children who are enrolled in the School.
- 1.16 **"Student Records"** shall mean all CA tests, grades, attendance records and other information entered into the Student's cumulative informational file, and all education records as defined under state and federal law.
- 1.17 "**Teachers**" are persons employed by CA who provide educational instruction to Students.
- 1.18 **"Term"** shall have the meaning set forth in Section 6 of this Agreement.
- **2.** Educational Products to be provided by CA. During the Term, CA shall provide or cause to be provided to the District the following Educational Products, which together shall meet or exceed requirements of relevant Colorado law and regulation including, without limitation, the requirements of CRS 22-30.7-101 111 and the regulations promulgated thereunder.
- 2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, license to use tangible educational materials, which may include items such as textbooks, novels, science kits and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement for grades K-12 ("Tangible Instructional Materials"), as described in the CA Program Guide published by CA and updated annually ("Program Guide"). CA represents and warrants that it and/or its vendors are the sole owners of the Tangible Instructional Materials. Any payments to CA for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by CA of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by CA to the District or to the Students or Teachers in the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA and/or its vendors to the extent that the Tangible Instructional Materials are the property of CA and its vendors. CA shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer enrolled, whichever is sooner. CA may invoice Students, at the prices published by CA at the beginning of the Academic Year, for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. To the extent that any Tangible Instructional Materials are listed in the Program Guide as being available in both physical and electronic form, CA shall only be required to provide the electronic version.
- 2.2 <u>Intangible Instructional Materials</u>. A non-exclusive, non-transferable, royalty-free, license to use intangible educational materials that may include items such as online lesson

content, lesson plans, Teachlet® tutorials and other intangible educational materials included in any Courses listed in the Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). CA represents and warrants that it and/or its vendors are the sole owners of the Intangible Instructional Materials. Any payments to CA for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Intangible Instructional Materials in connection with the provision by CA of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by CA to the District or to the Students or Teachers in the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA and/or its vendors to the extent that the Intangible Instructional Materials are the property of CA and its vendors.

- 2.3 Office Products and Supplies. . CA shall supply a computer to any CA employees assigned to the School working from their homes or any CA employees assigned to work in the office space provided by CA for the operation of the School ("Office Products and Supplies"). The District acknowledges and agrees that CA and/or its vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by CA to the District of such Office Products and Supplies provided under this Agreement.
- 2.4 Computer Hardware and Software. CA shall provide, at its sole cost, a computer and related software (collectively "Hardware and Software") for each Student in grades 1-12 who enrolls, or to a household, if more than one Student in a household enrolls from those grades, and for Students in grade K provided that: (a) CA has received a request for such Hardware and Software on behalf of a Student who qualifies as low income, as demonstrated by qualification for "free lunch", as defined by the District, and (b) it has been demonstrated that the Student in grade K does not have access to a computer and related software. CA shall also provide any required Hardware and Software to any employee of CA providing services under this Agreement. Any Hardware and Software provided by CA will be the exclusive property of CA or its contractors and will be returned upon the termination of this Agreement, at the termination of employment, or when the Student is no longer enrolled, whichever is sooner. The Hardware and Software may be updated from time to time by CA. District shall not be responsible for ensuring the return of Hardware or Software. However, to the extent that such Hardware or Software is not recovered, CA may invoice Students, or in the case of Hardware or Software provided to Teachers or Administrative Staff, the Teachers or Administrative Staff, unless prohibited by law for any Hardware or Software not returned.
- **3.** <u>Educational Services</u>. During the Term, CA shall provide or cause to be provided to the District the following Educational Services for the fees set forth in Section 9:
- 3.1 <u>Personalized Learning Plan Protocol</u>. A Personalized Learning Plan ("PLP") for each Student, as required to meet or exceed any educational standards established by the State of Colorado.
- 3.2 <u>Assessments</u>. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Colorado's standardized tests including but not limited

- to: (a) a placement evaluation; (b) an additional skills assessment for grades 3-8, designed to measure a Student's level against state standards, which will generally be administered to students enrolled during the first two (2) months of the Academic Year and those enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student's progress; and (d) Progress Reports that shall be prepared for each Student at least quarterly.
- 3.3 <u>Standardized Tests.</u> CA shall require that all Students agree to submit to participation in all testing programs required by the State of Colorado, currently including, but not limited to, the Transitional Colorado Assessment Program (TCAP), the Colorado Alternate Assessment (CoAlt), the Colorado ACT (COACT) and WIDA-ACCESS Placement Test (W-APT) as it exists now or may later be amended. CA shall be responsible for establishing a testing plan that provides reasonable access to testing sites based on the Student's residence. CA shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the District information concerning the percentage of Students participating in the testing program to the extent that Student participation is legally required. CA shall maintain test security, and administer the tests consistent with all relevant state requirements and CA shall follow applicable professional and ethical standards. All testing shall be administered by CA and any costs of administration shall be borne by CA except that the District shall bear the cost and provide access to a testing location for any Students that are resident in the District.

## 3.4 Administrative Staff.

- (a) <u>Lead School Administrator</u>. CA shall employ one or more persons who shall be designated as the "Principal", or in the event there is not a sufficient number of Students to require a full time Principal, then a Teacher may be designated to act as Lead School Administrator until such time as there are a sufficient number of Students. If during the Term of this Agreement there is more than one individual who is designated as "Principal" for the purpose of managing different grade levels, designating a common supervisor, "Director" to whom the Principals will report. The Principal if there is only one such position, or Director if there are more than one Principal or Teacher acting as the Lead School Administrator if there is no Principal shall be sometimes be hereinafter referred to as the "Lead School Administrator".
- (b) Other Clerical or Support Administrative Positions. CA may also employ one or more individuals in clerical or support positions as may be required to support school operations.
- (c) <u>Responsibility</u>. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include reporting regularly to the District Coordinator, supervising administrative personnel, inspiring Teachers to teach, Students to learn, and Learning Coaches to engage in their Student's learning. The Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work primarily under the direction of the CA Chief Education officer, or his/her designee, subject to oversight by the District Coordinator. The Lead School Administrator shall be the primary interface between CA and the District and shall be responsible for assuring the delivery of the Educational Services. The Lead School Administrator shall comply with CA practices and protocols in the delivery of the Educational Services and shall report to CA as to the operation of the School.

- (d) <u>Lead School Administrator Approval</u>. The District shall have the right to request that CA replace the Lead School Administrator in the event that the District is dissatisfied with his or her performance, and so notifies CA in writing. In that event, CA shall promptly take steps to replace the Lead School Administrator. In addition, CA may replace the Lead School Administrator at any time.
- (e) Other Administrative Staff. CA may also employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities.
- (f) Contracted Services. CA shall provide human resources services including recruiting, payroll (including paying the Administrative Staff directly, collecting and remitting taxes, etc), benefits administration, supervision and liability insurance, etc. CA agrees to require the submission of fingerprints for each employee or prospective employee, to otherwise meet the requirements of CRS 22-30.7-109.8 and 109.9 for all employees in the same manner as if CA were a school district under those sections, and to bear the costs of each criminal history background check. CA shall give notice to the District of any employee who has been convicted of a felony or misdemeanor. "Convicted," for purposes of this Agreement, shall have the same meaning as set forth in CRS 22-32-109.8(7). Administrative Staff shall not participate in any benefit programs of the District or state, including any pension plans.

# 3.5 <u>Teaching Staff.</u>

- (a) Employment of Teachers. CA will employ one or more persons designated as Teachers. CA shall be responsible for recruiting, training, and assigning Teachers. All Teachers shall hold a valid Colorado teaching certificate, permit or other document required by Colorado, and shall meet the requirements of the No Child Left Behind Act if they are teaching core academic subjects. These requirements may be waived with the prior written approval of the District: (a) for Students enrolled in the accredited National Connections Academy private school in elective Courses for which there is insufficient demand to support a full-time Teacher, or (b) only with respect to electives, where there is no Colorado-certified teacher available to teach the Course. In order for Students to receive transfer credit for such Courses, it must be approved by the District. Teachers shall not be required to be resident in Colorado, so long as they are Colorado-certified; provided that CA shall use reasonable efforts to employ teachers resident in Colorado to the extent that enrollment supports full-time positions. CA and the Lead School Administrator will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers.
- (b) <u>Contracted Services</u>. CA will provide human resources services including recruiting, payroll (including paying the teaching staff directly, collecting and remitting taxes, etc), benefits administration, supervision and liability insurance, etc. CA agrees to require the submission of fingerprints for each employee or prospective employee if required by the State or the District, and to bear the costs of each criminal history background check. CA shall give notice to the District of any employee with a prior conviction of a felony or misdemeanor. "Convicted," for purposes of this Agreement, shall have the same meaning as set forth in CRS 22-32-109.8(7).

Teachers shall not participate in any benefit programs of the District or state, including any pension plans.

- (c) <u>Student-Teacher Ratio</u>. The number of full-time equivalent Students served during any Academic Year divided by the number of full-time equivalent Teachers shall not exceed 50 to 1. CA shall provide a monthly report to the District that indicates the number of Teachers employed and Students enrolled.
- (d) <u>Teacher Performance/Conduct</u>. The District Coordinator may, at any time, request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Lead School Administrator shall provide a prompt report to the District Coordinator on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the District Coordinator may require the removal or replacement of a Teacher within thirty (30) days of any written request or immediately upon written notice in the event the District believes there is any health or safety risk to any Student and so notifies CA in writing.
- Community Coordinator(s) and Group Activities. CA shall recruit Learning Coaches who are willing to volunteer their services to coordinate local community service activities that allow Students to apply their academic skills while interacting with other Students in their immediate geographic area ("Community Coordinator"). These activities will be opportunities for support, socialization and learning. Prior approval for these events must be obtained from the Lead School Administrator and permission slips or signatures must be collected for each Student. The main communication tool for Community Coordinators will be the message boards maintained by CA. The Community Coordinator shall be responsible for posting timely and relevant information in these message boards, moderating discussions and reporting any inappropriate or dangerous behavior to the Lead School Administrator or his or her designee. Community Coordinators shall not be considered employees or contractors of CA or the District. Neither CA nor the District shall be responsible for providing transportation to these group activities or otherwise providing for the cost of such activities, unless otherwise agreed. The local Community Coordinator shall work with Teachers, parents and Students to enrich the learning experience and distribute information about their local community. CA shall be responsible for obtaining background checks required under state law or regulation for volunteers and will be responsible for any costs incurred.
- 3.7 <u>Educational Resource Center</u>. CA shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with such staff being available to Teachers, Learning Coaches and Students, according to the terms of the School Handbook and other policies and procedures established by CA. Such resources will be available toll-free via telephone and email during the School Calendar, during the hours of 9 a.m. to 6 p.m. Eastern Time.
- 3.8 <u>Instructional Staff Support and Development</u>. All Teachers will receive access to all Tangible and Intangible Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers will be trained in the CA protocols. In addition,

continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Colorado statutes and regulations that specify professional development requirements.

- 3.9 <u>Education Management System.</u> CA will provide to the District a non-exclusive, nontransferable, royalty-free, limited license during the term of this Agreement for the use of its Education Management System ("EMS"), Connexus, by Teachers, Students, Learning Coaches and other individuals required to access the system in order to provide or receive the Educational Services specified in this Agreement. CA may update the features and functions of Connexus from time to time. CA represents and warrants that it is the sole owner of Connexus through which certain of the Educational Services are delivered and any content contained in Connexus is owned by CA and its vendors. This Agreement does not constitute a transfer by CA to the District, Teachers, Students or Learning Coaches of any intellectual property rights in Connexus or any content contained in Connexus. All right, title, and interest in and to Connexus and any content contained in Connexus, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA and its vendors.
- 3.10 <u>Internet Subsidy</u>. Each Student (or each Household as applicable) shall be required to have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). The level of access required is determined by the nature of the curriculum (e.g., the amount of print material) and the developmental level of the child (e.g., what may be appropriate for an eighth grader may not be appropriate for a first grader). Students shall be strongly advised that high-speed access is required for optimal participation. CA shall reimburse each Student's parent or legal guardian in grades 1-12, limited to each Household as provided for in section 2.4 (or any Student or Household in grade K that receives a computer as provided for in Section 2.4), if requested by them at the rate and upon the schedule as defined in the School Handbook which shall amount to \$16.95 for each full month of the School Calendar that any Student in the Household is Enrolled and may be updated from time to time in consultation with the District. Students from economically disadvantaged households (as defined by the District) without a phone line will receive a stipend from CA to purchase telephone service.
- 3.11 <u>Technical Support and Maintenance</u>. CA shall provide technical support and maintenance via email and toll-free telephone service during the hours of 9 a.m. to 6 p.m. Eastern Time ("Technical Support") as required to make sure that Students have the minimum hardware and software necessary to receive Educational Services and shall continue to provide Technical Support as necessary to support the Students' use of Connexus. CA may, at its option, contract with outside vendors for the provision of all or any portion of the Technical Support provided for in this Section.
- 3.12 <u>Student Records</u>. CA shall comply with all legal requirements related to Student Records, as specified by Colorado and federal law and regulations. CA shall maintain Student Records in accordance with such requirements and additionally as may be necessary to: (a) comply with all attendance rules and apportionment requirements specified by applicable state, local and federal laws or regulations, (b) maintain the confidentiality of Student Records, in accordance with applicable state, local and federal laws and regulations and the Confidentiality

Section of this Agreement, and (c) meet any other applicable regulatory requirements. All Student Record information shall remain the property of the District, and to the extent not immediately available to the District, shall be provided to the District within three (3) business days of the District's written request for such information, unless a longer period is authorized under applicable law. CA may retain a copy of such Student Records, subject to the confidentiality requirements of this Section. Upon termination, the District shall be entitled to a copy of all Student Records without charge. It is specifically agreed that CA shall base attendance records on the record of completion of assignments as recorded by the parent, Learning Coach and/or Student (as the case may be) and on Student's attendance as documented by the procedures for Teacher-Student contact as specified by the District (unless by documented and excused absence) during any attendance count days required by the State of Colorado.

# 3.13 Services to Special Needs Students.

- (a) Obligation for Services. The District and CA understand and agree that the District is ultimately responsible for ensuring that all Special Needs Students that attend any school in the District are provided with a free and appropriate education in compliance with applicable state and federal law. For any Students residing outside of the District, CA, at its sole cost, will comply with federal and state law and District requirements in the provision of necessary special education programs and services, including development of individualized education programs (IEPs), Section 504 plans for accommodation of disabilities, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding and all other administrative services associated with the delivery of services to Special Needs Students. The District agrees to be responsible for providing these services for any Special Needs Students residing in the District.
- (b) Excess Costs. If CA incurs costs in excess of any funding that it receives for a Student with special needs, upon submission of support for its costs in a form acceptable to the District, CA shall be permitted to submit an invoice payable to the District to the Student's resident school district for payment of such costs to the extent permitted by C.R.S. 22-20-109(6). A copy of any such invoices shall be provided to the District.
- (c) Responsibility to Defend. CA shall indemnify and hold the District harmless from all costs, claims and damages related to any proceeding, claim or lawsuit that arises out of the alleged failure to provide the services to Special Needs Students for which CA is responsible for providing in accordance with this Agreement, provided only that the District shall make available at its expense such personnel as may be required to provide testimony or other support in connection with any given dispute. Notwithstanding the foregoing, CA shall promptly advise the District of any such proceeding or lawsuit and the District shall have the right, but not the obligation, to defend and, at its discretion, to settle such proceeding or lawsuit in the event that CA fails to defend such proceeding or lawsuit. CA shall obtain the District's approval of any settlement of any dispute underlying any proceeding or lawsuit, which approval shall not be withheld unreasonably.
- 3.14 <u>English Language Learners</u>. At its sole cost, CA shall provide resources and support for Students who are English language learners to enable them to acquire sufficient English language proficiency to participate in mainstream English language instructional program. CA shall follow the District's procedures for identifying, assessing, and exiting these English

language learners or shall have any alternate procedures approved by the District, consistent with state and federal law.

- 3.15 Facility, Office Supplies and Services. CA agrees to provide at its sole cost and expense and maintain in good working condition at least the following facilities and services for at least one (1) Administrative Staff and/or Teacher who are engaged in providing the Educational Services under this Agreement: office space, furniture and general office supplies; access to a conference or meeting room; data lines, including Internet access. CA also agrees to provide storage space and any required file cabinets for the storage of any required physical Student Records.
- 3.16 <u>Management of Instructional Materials</u>. CA shall provide for the management of the Tangible and Intangible Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Tangible and Intangible Instructional Materials.
- 3.17 <u>Non-delegable duties</u>. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the District Board to CA pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

# 4. Services Provided to CA by the District

- 4.1 State and other regulatory reporting. CA will be responsible for providing information to the District on a timely basis and the District will be responsible for filing all information directly with the State of Colorado or other regulatory authorities associated with the operation of the School and the collection of any funding available from federal, state or local sources for Students. The District shall notify CA of what information is required in order to comply with the reporting requirements, including any required format or means of delivery (for example, Student Record fields and the required electronic format suitable for transferring such information in the District or other regulatory authorities' records) at least thirty (30) days prior to any due date; provided, however, that any failure to notify CA in a timely manner will extend, and not relieve, CA's compliance. CA will have the right to review all such reports filed pursuant to this Section, and to audit such reports at CA's expense upon reasonable notice to the District.
- 4.2 Oversight. The District shall promptly inform CA of any obligations or deficiencies in its operation.
- 4.3 <u>Required Reporting.</u> CA will be responsible for preparing and the District will be responsible for filing all information directly with the State of Colorado or other regulatory authorities associated with the operation of the School as required by any applicable state or federal law or regulation.
- (a) The District shall cooperate with CA in determining what information is required in order to comply with the reporting requirements, including any required format or means of delivery (for example, Student Record fields and the required electronic format suitable for transferring such information in the District's or other regulatory authorities' records) at least

- thirty (30) days prior to any due date; provided, however, that any failure to notify CA in a timely manner will extend, and not relieve, CA's compliance. CA will have the right to review all such final reports filed pursuant to this Section, and to audit such reports at CA's expense upon reasonable notice to the District.
- (b) The District and CA shall ensure that any reports of its data to the State for funding or other reporting purposes or for internal publication or distribution by the District of any of the School's data shall be accurate. CA shall have the right to inspect any data included in the District's student information system or in any reports or analyses prepared or distributed by the District and the District agrees that it will correct any errors in its data upon documentation of the error within fifteen (15) calendar days of its receipt of notice of the error and supporting evidence. The District shall use its best efforts to ensure that any data reported by the State concerning the operation of the School that is inaccurate will be corrected in a timely manner. Failure on the part of the District to correct inaccurate data shall be considered a material breach of this Agreement.
- (c) The District shall report Students for all funding sources for which these Students are eligible in the same manner as it reports and receives funding for other students enrolled in the District.
- 4.4 <u>Standardized Testing Administration</u>. While CA shall be responsible for administering any required standardized tests at its own cost, the District shall assist Connections in locating appropriate testing locations and in administering any required tests to students resident in the District at the District's expense.
- 4.5 <u>Special Needs Services for District Residents.</u> CA's obligation for services to Special Needs Students residing in the District is limited to reasonable modifications to the curriculum required by the Student's IEP. The District is responsible for any other special needs services required by such Students, as specified in Section 3.13(a).
- 4.6 <u>Collection of Funds Due from other Districts.</u> The District shall use reasonable efforts to assist in the collection of any amounts invoiced to other Colorado school districts in accordance with section 3.13 (b), but shall not be responsible for any amounts that fail to be collected.
- 4.7 <u>District Coordinator</u>. The District shall designate one individual who shall serve as District Coordinator and shall be the primary interface with the Lead School Administrator and other CA staff for the provision of services under this Agreement.

## 5. Eligible Students.

- 5.1 <u>Admission Requirements</u>. Any child qualified under the laws of Colorado for admission to Colorado public schools is eligible to become a Student under this Agreement, subject to any applicable limitations in law or regulation, and subject to verification of their residency or other requirements established by law or regulation. CA will not charge tuition and shall not charge any other fees unless approved by the District.
- 5.2 <u>Priority</u>. Any limit on the number of Students who may enroll shall be communicated to interested parents and students prior to their enrollment, including any procedure for conducting

a lottery. Once enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

- 5.3 <u>Recruiting and Community Education</u>. CA will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the School, subject to approval by the District. The cost of any such recruiting and community education activities shall be borne by CA.
- 5.4 <u>Enrollment</u>. The District delegates to CA responsibility for accepting Students. However, the District has no responsibility to pay CA for any Students admitted who are not eligible to enroll. CA shall maintain a list of the Students enrolled on behalf of the District and shall provide such list to the District promptly upon request. The list shall include all required information for the Student Records.
- 5.6 <u>Full-time Status</u>. Students shall be permitted to enroll in the School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except as required under Colorado law or by prior written agreement by CA and the District, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.
- 5.7 <u>Disenrollment</u>. A Student may withdraw from the School at any time during the Academic Year. Students may also be disenrolled who do not comply with the terms of the School Handbook. CA will use its reasonable best efforts to collect any information required by law or regulation concerning a disenrolled Student's next school. CA will report on the status of disenrollments to the District monthly during the Academic Year or whenever requested by the District. CA will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's disenrollment.

## 6 Term and Termination.

- 6.1 <u>Term.</u> The Term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2016.
- 6.2 <u>Renewal.</u> Upon expiration of the Term, this Agreement may be renewed, at the District's option, for an additional term of three (3) years or such other renewal period agreed upon by the Parties and allowed by the applicable law or regulation.
- 6.3 <u>Early Termination.</u> Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows: (a) both Parties agree in writing to the termination; (b) if either Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party; (c) if the payments to which CA is entitled under Section 9 of this Agreement are materially reduced as a result of a change in funding provided to the District or applicable law or regulations impose requirements that are materially different from those previously provided under this Agreement and CA is unwilling or unable to make the required changes; (e) if the District determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for an

online school, as defined by applicable laws and regulations but only if CA is unable to cure such deficiency after being given thirty (30) days written notice thereof specifying in detail the deficiency and the opportunity to cure any alleged failure to meet such requirements. The determination as to whether CA has cured the deficiency shall be made in the sole reasonable discretion of the District; (f) if the District determines, after a Performance Review, in the District's sole reasonable discretion, that this Agreement should be terminated for failure to perform but only if CA is unable to cure such deficiency after being given reasonable notice thereof, specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether CA has cured the deficiency shall be made in the sole reasonable discretion of the District; provided, however, that such determination shall be made by the District by no later than April 1; or (g) if the School is no longer certified by the Department of Education as required by applicable Colorado law and regulation. If the District wishes to terminate this Agreement without cause during the term of this Agreement, the District must notify CA in writing no later than April 1 of the then current academic year in order to ensure proper notification to parents, Learning Coaches, and Students.

Obligations on Termination. In the event this Agreement is terminated by either Party for any reason: (a) CA shall assist and cooperate with the District in transitioning the provision of Educational Products and Services from CA to the District or another service provider so as to minimize the disruption to Students, (b) each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law, (c) all access to Connexus and other Educational Products and Services shall be discontinued, (d) CA shall provide copies of all Student Records to the District not otherwise in the District's possession at no additional cost, and (e) the District shall pay CA all amounts due under this Agreement upon the earlier of their due dates or thirty (30) days after the effective date of termination.

# 7 Representation Regarding Non-discrimination.

Neither CA nor the District will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Colorado law.

# 8 Health and Safety

CA specifically acknowledges that it shall adhere to the following standards regarding health and safety:

- (a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;
- (b) Adopting policies prohibiting the use of drugs, alcohol and tobacco on school grounds or at school events; and
- (c) Complying with all state immunization laws.

#### 9 Financial Terms.

The following shall represent the financial responsibilities between the Parties.

- (a) For each Academic Year during the Term, the District shall pay CA as follows: an amount equal to 95% of the applicable online per pupil operating revenues as provided in the Public School Finance Act of 1994 or successor act (Online PPR) paid to the District from the Colorado Department of Education (CDE) for Students enrolled in the School as of October 1, or such other date or dates as may be established by law or regulation on which per pupil revenues are calculated, plus 95% of any Title I funding, any state Exceptional Children's Educational Act (ECEA) funding, and any other state or federal revenues received by the District that are directly attributable to the Students enrolled in the School (including Special Needs Students) that are not resident in the District. The District shall retain all Individuals with Disabilities Education Act (IDEA) funding and any Title I, ECEA funding, and any other state or federal revenues attributable to Special Needs Students who are resident in the District. The District shall provide an accounting for the funds that it receives, including such information concerning funding received for Students with special needs sufficient to determine if any amounts are due to CA under the terms of section 3.13 (b). Payment shall be made on October 15 or within thirty (30) days of receipt of funds by the District if later. Funds shall also be subject to adjustment and reimbursement to CDE or the District by CA as provided herein should the District's funding be subject to a rescission or should CA's enrollment count in any year be audited and reduced by CDE. Any excess funds remitted to or received by CA shall be returned to the District within thirty (30) days of the District providing CA with any amounts due along with accompanying support for the basis for the charge or shall be remitted to CDE within any time period that it may specify.
- (b) Invoices for Excess Costs. The District shall remit to CA, any funds received from other school districts pursuant to section 3.13 (b) within thirty (30) days of receipt.
- (c) On or before each September 30 after the completion of the initial Academic Year during the Term, CA will provide a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, staff compensation, Connexus, etc., according to its standard fee schedule. This shall not change the amounts due to CA, but shall provide the District with support for the charges for the Educational Products and Services provided by CA. The approval of such fee schedule by the District shall constitute its acknowledgement that the amounts are, in its estimation, reasonable, necessary and fair market value compensation for the Educational Products and Services provided under this Agreement.
- (d) The District is tax exempt.
- (e) CA and the District may charge interest at the rate of one half percent (0.5%) per month for any invoices paid more than sixty (60) days after the date of invoice unless such failure to pay is the result of: (i) funds being withheld from the District due to a failure by CA to perform under the terms of the Agreement, or (ii) failure by the state to timely disburse funds due to the District, in which event the District shall use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as the funds are received, or (iii) the District or CA disputes any charges. The District or CA shall notify the other of any dispute and the basis for any dispute

within five (5) days of receipt of the invoice and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Colorado. Unless otherwise required by CDE, any surplus or shortfall determined as a result of such audits shall be credited or debited to or against the next payment or payments otherwise due under CA this Section 9.

- (f) To the extent that any adjustments are required as a result of a state audit that determines that CA failed to adequately perform its responsibilities under this Agreement or applicable law, CA will be required at the District's option to either: (i) return funds to the District in the amount determined by the State funding authority, or (ii) reduce the amount invoiced to the District for future Educational Products and Services by the amount determined by the State.
- (g) The Parties agree that the funding for CA shall constitute a current expenditure of the District. The District's funding obligation under this Agreement will be from year-to-year only and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund CA shall terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Agreement to the contrary notwithstanding.
- (h) CA may contract with the District for the direct purchase of district services that can be provided within the boundaries of the District including, without limitation, supervision of Students who are engaged in activities in the District under Section 3.6 above. The amount to be paid by CA for any district service shall be the actual cost incurred by the District in providing the services and shall be remitted to the District by CA within thirty (30) days of invoice.

## 10 Confidential Information.

- 10.1 <u>Confidential Information Defined</u>. As used in this Agreement, "Confidential Information" means Tangible Instructional Materials, Intangible Instructional Materials, and the LMS.
- 10.2 <u>Obligation to Protect</u>. To the extent permitted by law, the District shall maintain the confidentiality of the Confidential Information. Notwithstanding the foregoing, the District shall be permitted to make such disclosures and retain such materials as is required for the District to comply with applicable laws and regulations, and in accordance with Section 3.12. CA shall make such information and facilities available to authorized District personnel, Colorado regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.12.
- 10.3 <u>Protection of Student Records</u>. The Parties acknowledge and agree that under Colorado law and FERPA and any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, eployees and volunteers who are providing educational and/or administrative services to the Student as agents of the District having a legitimate educational

interest and thus entitled to access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 <u>Remedy for Breach</u>. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

# 11 Ownership of Intellectual Property and Tangible Personal Property Supplied by CA.

- 11.1 <u>Intellectual Property</u>. CA represents and warrants that it is the sole owner of Connexus and CA, its affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in Connexus ("Content") made available pursuant to Section 2.2. The District will acquire no rights in trademarks, patents, copyrights or trade secrets related to Connexus, the Intangible Instructional Materials or the Content by reason of the District's use of the same in connection with this Agreement.
- 11.2 <u>Tangible Personal Property</u>. This Agreement does not constitute a sale or other transfer to the District of any Educational Products supplied by CA pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with CA.
- 11.3 <u>Trademarks.</u> CA is the owner of various trademarks, service marks, logos and/or trade names used in its business of providing Educational Products and Services, as specified on **Exhibit A** (collectively, the "Licensed Marks"). CA grants to the District a non-exclusive, nontransferable, royalty-free license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by CA. The District agrees to make reasonable efforts to use the Licensed Marks in accordance with CA's trademark usage guidelines provided by CA, the most up to date version of which can be found at <a href="www.connectionsacademy.com">www.connectionsacademy.com</a>. CA retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the District hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of CA. In the event of a termination of this Agreement, the District agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name "Connections Academy", the Connections Academy logo and any other Licensed Marks that may be contained therein within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

## 12 <u>Indemnification.</u>

12.1 <u>Indemnification</u>. CA hereby agrees to indemnify and hold the District and each of its officers, directors, and employees harmless against any and all claims, losses, damages, liabilities and costs (including attorney's fees and expenses reasonably incurred) arising out of or relating to: (a) noncompliance with any applicable federal, state or local law or regulation, court or administrative decision, (b) the acts or omissions of CA's employees and agents in the performance of this Agreement, or (c) CA's breach of this Agreement.

12.2 <u>Indemnification Procedure</u>. The District will: (a) promptly notify CA in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow CA to control the defense, and (c) reasonably cooperate with CA in the defense and any related settlement negotiations. In addition to any defense provided by CA, the District may, at its expense, retain its own counsel. If CA does not promptly assume the District's defense against any third party claim, the District reserves the right to undertake its own defense at CA's expense.

# 13 Limitation of Liability.

-In no event will the District or its directors, officers, employees, or agents be responsible or liable for the debts, acts or omissions of CA, its directors, officers, employees, or agents.

#### 14 Insurance.

- 14.1 <u>CA Insurance</u>. CA will maintain and keep in force no less than such amounts of insurance as are provided for in **Exhibit B** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by CA, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker's compensation insurance for any CA employees provided under the terms of this Agreement. The District will be included as an "additional insured" at no additional charge.
- 14.2. <u>Insurance</u>. If the District provides the services in 3.15, it shall be responsible for maintaining liability insurance to cover any injuries or loss to any personnel or equipment or furniture used in the performance of this Agreement, whether owned by CA or by the District and shall bear any costs for replacement or claims not covered by insurance. Nothing contained in this Paragraph 14.2 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

## 15 Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the District: Mapleton Public Schools

591 East 80<sup>th</sup> Avenue Denver, CO 80229

Attention: Superintendent

With a Copy to: Caplan and Earnest LLC

1800 Broadway, Suite 200

Boulder, CO 80302

Attention: Richard Bump

If to CA: Connections Academy of Colorado, LLC

c/o Connections Education

Attention: Barbara Dreyer, President

1001 Fleet St, 5<sup>th</sup> Floor Baltimore, MD 21202

With Copies to: The Klapper Firm

511 16<sup>th</sup> Street, Suite 210

Denver, CO 80202

Attention: Gail H. Klapper, Esq.

Connections Academy of Colorado, LLC

c/o Connections Education Attention: General Counsel 1001 Fleet St, 5<sup>th</sup> Floor Baltimore, MD 21202

# 16. Miscellaneous

- 16.1 <u>Severability</u>. If any provision of this Agreement is held to be invalid, unenforceable, or in violation of any federal, state, or local law, it shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.
- 16.2 <u>Successors and Assigns</u>. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of CA shall not be deemed a violation of this Agreement.
- 16.3 <u>Complete Agreement; Modification and Waiver</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 16.4 <u>Force Majeure</u>. If the performance of this Agreement, or any obligation hereunder except the making of payments hereunder is prevented, restricted, interfered with or delayed by reason of circumstances beyond the reasonable control of the affected Party, the Party so affected, upon

giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, interference or delay; provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

- 16.5 <u>No Third Party Rights</u>. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- 16.6 <u>Professional Fees and Expenses</u>. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- 16.7 <u>Governing Law</u>. This Agreement shall be governed and controlled by the laws of the State of Colorado. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Colorado, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 16.8 <u>Counterparts</u>. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- 16.9 <u>Compliance with laws, policies, procedures, and rules</u>. Each Party will comply with all applicable federal and state laws and regulations, including applicable local ordinances and the District's policies whether or not specifically listed in this Agreement.
- 16.10 <u>Interpretation of Agreement</u>. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.
- 16.11 <u>Headings; Exhibits</u>. The Section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- 16.12 <u>Survival</u>. The rights and responsibilities of Sections 4, 6.4, 9, 10, 11, 12, 13, 15 and 16.7 shall survive the termination of this Agreement.

# 16.13 <u>Certification Regarding Illegal Workers.</u>

(a) CA certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to CA that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. CA also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement

through CA's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to CRS 8-17.5-102(5)(c).

(b) CA shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If CA obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, CA shall notify the subcontractor and the Districts within three (3) days that CA has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. CA shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of CRS 8-17.5-102(5). If CA participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date above.

CONNECTIONS ACADEMY OF COLORADO, LLC	MAPLETON PUBLIC SCHOOL
By:	By:
Title:	Title:
Date:	Date:

# **Exhibit A**

# List of CA Trademarks, Service Marks, Logos and Tradenames

Connections Academy®, the Connections Academy logo, Moving at the Speed of Learning®, Connections Academy & Design<sup>TM</sup>, Personalized Performance Learning®, LEAP Longitudinal Evaluation of Academic Progress®, Longitudinal Evaluation of Academic Progress®, Teachlet®, and LiveLesson®

# Exhibit B

# **Certificate of Insurance Requirements**

4849-5666-1266, v. 2



TO: Charlotte Ciancio, Superintendent

FROM: Jackie Kapushion, Assistant Superintendent

DATE: March 19, 2013

Policy: Financial Condition and Activity (EL 4.3)

Report Type: Decision-Making

SUBJECT: REQUEST TO ACCEPT GRANT FUNDS - Graduation Pathways

**Policy Wording:** The superintendent shall neither cause nor allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in "District Ends" policies.

**Policy Interpretation:** This policy is interpreted as requiring district administration to seek Board approval to accept grant funds in excess of \$50,000.

**Decision Requested:** District administration is requesting Board approval to accept \$60,000 to extend the work funded by the original Graduation Pathways grant.

**Report:** The original Graduation Pathways grant award was approved by the Board in March 2011 in the amount of \$664,104 to fund:

- 1) Conducting an in-depth data analysis related to students dropping out;
- 2) Creating an electronic early warning system based on known indicators of dropout risk;
- 3) Providing case management for identified students in partnership with Colorado Youth for a Change;
- 4) Providing afterschool academic interventions to students needing to improve academic skills; and
- 5) Developing and implementing summer transition programming for incoming 9th graders.

Extra money has been made available to Mapleton to continue this work at Academy High School and Mapleton Expeditionary School of the Arts. Each school will receive \$30,000 additional dollars for the following:

# Academy:

- Supplies/materials for intensives: academic interventions and fieldwork for disengaged/credit-deficient students;
- Supplies/materials for positive behavior support/reinforcement (incentives, awards, etc.);

- Stipends and benefits for multi-grade level problem-solving teams and "watch list" development;
- Enrichment opportunities for students to enhance relevance of curriculum, targeted for students who failed the same class in prior quarter (field work, speakers, workshop/entrance fees); and
- Transportation for intensives and other fieldwork for at-risk students.

#### MESA:

• Salary and benefits for reading interventionist to support at-risk students.

District administration is requesting approval to accept these funds to implement the activities and purchase the materials listed above.



TO: Charlotte Ciancio, Superintendent

FROM: Karla Allenbach, Director of Learning Services

DATE: March 21, 2013

Policy: Communication and Support to the Board (EL 4.8)

Report Type: Decision Making

SUBJECT: Student Travel - National Marshall-Brennan Moot Court Competition

**Policy Wording:** The Superintendent shall not fail to timely supply for the Board agenda all items delegated to the Superintendent yet required by law, contract, or third-party to be Board approved.

**Policy Interpretation:** This policy is interpreted to include submitting to the Board any student travel involving overnight stays.

**Decision Requested:** Approval of an out of state, overnight trip for students attending York International and Mapleton Expeditionary School of the Arts (MESA) to participate in the National Moot Court Competition in Washington D.C.

#### Report:

<u>Participants:</u> Susan Gerhart, School Director at York International, and Kathryn Dieck, School Director at MESA, are seeking approval for a total of 5 students from both schools to compete in the National Marshall-Brennan Moot Court competition in Washington D.C. Melissa Hart, Professor at the University of Colorado Law School, along with five CU Law School students will chaperone the trip.

<u>Destination</u>: The group will spend three days and two nights at the Bethesda Hyatt Hotel in Bethesda, MD, which is located right outside the Washington, D.C. area. Taxi, shuttle, or public transportation will be accessed to transport the group to activities and out for meals. Students will be asked to bring professional attire for the competition.

<u>Duration:</u> The trip will occur over three days and two nights. The students will leave on April 5, 2013, and return on April 7, 2013. The students will miss one day of school and will make arrangements in advance to complete any missed assignments.

<u>Purpose</u>: Mapleton students recently participated in the state level Moot Court competition on February 9, 2013, at the University of Colorado Law School. The purpose of this trip is to allow the students who ranked in the top ten at that competition the opportunity to compete at the national level. The Moot Court process provides students with opportunities to develop critical thinking skills and build their knowledge of the Constitution. Additionally, the Moot Court process aligns with the High School Social Studies Standard 4.1: Research, formulate positions, and engage in appropriate civic participation to address local, state, or national issues or policies.

<u>Activities</u>: In addition to attending the competition, a tour of the Supreme Court has been scheduled. The group will also visit several museums and monuments in the area.

<u>Transportation and Contingency Planning:</u> The group will be taking direct flights both to and from Washington D.C. During their stay the public transportation system will be accessed as the primary transportation source. Taxi or shuttle services will be accessed when needed. Parent permission slips, including medical information and medical release signatures have been collected. In addition, Melissa Hart is a former resident of the area and is knowledgeable of emergency facilities in the event needed.

<u>Cost and Source of Funding</u>: All travel, food, lodging, and admissions will be paid for by University of Colorado Law School budget. Students have been asked to bring funds to purchase desired souvenirs.



TO: Charlotte Ciancio, Superintendent

FROM: Karla Allenbach, Director of Learning Services

DATE: March 21, 2013

Policy: Communication and Support to the Board (EL 4.8)

Report Type: Decision Making

SUBJECT: Air Force Jr. ROTC Out of State Travel

**Policy Wording:** The Superintendent shall not fail to timely supply for the Board agenda all items delegated to the Superintendent yet required by law, contract, or third-party to be Board approved.

**Policy Interpretation:** This policy is interpreted to include submitting to the Board any out of state student travel.

**Decision Requested:** Approval of an out of state trip for select ROTC students to tour a military facility in Cheyenne, Wyoming.

### Report:

<u>Participants:</u> ROTC instructor, Lieutenant Colonel Bill Arrington, is requesting Board approval for approximately 44 ROTC Mapleton Cadets to tour a military facility in Cheyenne, Wyoming. The cadets participating are Mapleton high school students who are meeting their course work and ROTC program requirements. The trip chaperones will be Colonel Arrington and Senior Master Sargent Jerry Archuleta.

<u>Destination:</u> The group will spend one day at the Air National Guard Base in Cheyenne, Wyoming. Students will be required to wear their ROTC uniforms.

<u>Duration</u>: The trip will occur on Thursday, April 4, 2013. The group will leave at approximately 7:00 a.m. in the morning and return around 4:30 p.m. the same day. The students will miss school on this day, but will make arrangements in advance with their teachers to complete assignments.

<u>Purpose:</u> This trip will provide the student cadets with an opportunity to tour a military facility and gain exposure to a military base environment. Additionally, they will have the chance to learn what purpose a military base serves, as well as how it operates.

<u>Activities:</u> While at the Air National Guard Base facility cadets will get to specifically tour the fire department facilities, the department of life support operations, and see the inside of an Air Force C-130 aircraft. Lunch from a local fast food restaurant will be provided.

<u>Transportation and Contingency Planning:</u> District transportation will be utilized to take the group to and from the facility in Cheyenne, Wyoming. Chaperones will ride the bus with students and ensure all students attending have parent/guardian permission to participate.

<u>Cost and Source of Funding:</u> There will be no cost for student participants. The tour of the facility has been arranged at no cost. District transportation and lunch will be paid for out of the Mapleton ROTC budget.



TO: Charlotte Ciancio, Superintendent

FROM: Jackie Kapushion, Assistant Superintendent

DATE: March 6, 2013

POLICY: Accountability/Commitment to Accomplishment (AE)

**REPORT TYPE: Monitoring** 

SUBJECT: 2012-13 DAAC Update

**Policy Wording:** In accordance with State law, the Board shall appoint a School District Accountability Committee. The District Accountability Advisory Committee (DAAC) shall have those powers and duties prescribed by State law. The Board and the DAAC shall, at least annually, cooperatively determine the areas, in addition to District budget input, that the DAAC shall study and the issues on which it may make recommendations to the Board.

**Decision Requested**: This report is an "information-only" update. No decision is requested at this time.

**Report:** Colorado law requires that local Boards of Education create a School District Accountability Committee to monitor and provide input in six areas. In March, the DAAC agenda was focused on the following charge:

To review charter applications prior to consideration by the Board.

During their March meeting, the DAAC spent the entire two hours engaging in a presentation made by Connections Academy administration in preparation for their contract renewal. Information about curriculum, professional development and Connection's operating structures was provided to the DAAC. DAAC members asked many questions during the power point.

DAAC noted the following strengths of Connections Academy programming:

- Engaging and participatory curriculum
- Length of the Student/Teacher Contact Year 180 days for students, 200 days for teachers
- Teacher training plan and activities
- "Tracking of Action" monitoring system

DAAC also noted the following challenges/concerns:

- Lack of hands-on experiences for science learning
- Lack of personal interaction between teaching staff and students
- Inability for District students to access Connections coursework, which is currently cost-prohibitive

At their next meeting, the DAAC will spend time reviewing information about the Colorado READ Act and providing input on Mapleton's budget process and priorities.

DAAC meetings are held the first Tuesday of each month from 4:30-6:30 pm in the Board Room. April's meeting will be held on April 2, 2013.

This information is being presented for information and discussion only.