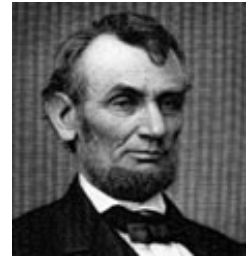




The Mission of Lincoln Academy is to help students attain their highest social and academic potential through an academically rigorous, content-rich educational program in a safe, orderly, and caring environment.



Lincoln Academy Board of Directors

Regular Business Meeting

Minutes for Monday, March 11, 2013

Lincoln Academy Library

6:30 p.m.

1. Preliminaries
 - a. Call to Order: President Doug Neely called the meeting to order at 6:30 pm.
 - b. Welcome to Guests and Introductions:
 - i. LA staff members present were Sarah Jacobson, Cindie Poulter, and Barbara Robinson.
 - ii. Other guests present were Leonard Arnold, Ross Campbell, Ben DeGrow, and Adelle Wilson.
 - c. Roll Call: All directors were present: Jeff Baucum, Kristi Geisz, Janelle Johnson, Derek Luyk, Doug Neely, Donna Randall, and Carrol Robinson.
 - d. Hearing of Persons: None
2. Consent Agenda: The following items were approved by unanimous consent:
 - a. Minutes of the last regular business meeting on 2/11/13
 - b. Minutes of the special meeting on 2/20/13
 - c. Tonight's agenda
3. Potential Move Business
 - a. Review Architect Ideas
 - i. SLATERPAULL architect, Adelle Wilson, went over potential renovations at the Oak St. facility.
 - ii. The board discussed the prioritization of these renovations.
 - b. Approve 3B Bond Agreement (see below)
4. Reports to Board
 - a. PreK Report: PreK Director, Barbara Robinson, reported.
 - i. PreK has 24 students this year.
 - ii. 28 students are currently enrolled for next year.
 - iii. A new policy will be implemented to require the last month's tuition as deposit.
 - iv. The program will need to be recertified if relocated.
 - b. Principal's Report: Mrs. Johnson presented her written report (see attached). There was some discussion.
 - i. Conducting TCAP testing has been more difficult with new rules this year.
 - ii. Teachers and staff have been very helpful and cooperative.
5. Committee Reports
 - a. Governance: Upcoming Board Elections
 - i. Governance chairman, Derek Luyk, outlined Board election procedures (Article V, "Board Elections and Application", *Lincoln Academy Charter School Bylaws*).
 - ii. Board elections will be held in April.
 - b. Facilities: Chairman Carrol Robinson had nothing to report.
 - c. Finance:
 - i. Treasurer Jeff Baucum presented his monthly written report (see attached).
 - ii. Approve Next Year's Budget: ***Motion 20-03-2013***
 - a) Treasurer, Jeff Baucum, and Financial Secretary, Cindie Poulter, presented the proposed budget for 2013-14 (see attached).

To prepare all students for their future endeavors by providing a comprehensive Core Knowledge® education.

- b) Jeff motioned that we approve the 2013-14 budget as presented. The motion was seconded and unanimously approved after some discussion.
 - d. School Accountability Committee: Chairman Donna Randall presented her written report (see attached). There was some discussion.
 - e. Development: Chairman Kristi Geisz presented her written report (see attached). There was some discussion.
- 6. Unfinished Business: None at this time
- 7. New Business
 - a. Initial view of school calendar: The proposed 2013-14 calendar will be posted before approval at the April meeting.
 - b. Board Training Review: Deferred due to time constraints
 - c. District Buy Backs/Contract: **Motion 21-03-2013**
Derek Luyk motioned that we approve the charter addendum and buybacks as presented (see attached). The motion was seconded and unanimously approved after some discussion.
- 8. Adjourn to Executive Session: **Motion 22-03-2013**
As authorized by C.R.S. 24-6-402(4) and JCSD Policy BE/BEA/BEB
 - a. At 8:23 pm, Derek Luyk motioned that we adjourn to executive session for the purpose of:
 - i. Property negotiations as authorized by C.R.S. § 24-6-402(4)(a), inviting Leonard Arnold and Ross Campbell into this part of the session,
 - ii. Evaluating the principal as authorized by C.R.S. § 24-6-402(4)(f)(I)
 - b. The motion was seconded and unanimously approved via roll call vote.
 - c. At 9:22 pm, the executive session was adjourned via general consent and the regular business meeting of the Lincoln Academy Board of Directors was resumed.
- 9. Approve 3B Bond Agreement: **Motion 23-03-2013**
Derek Luyk motioned to approve the contract between Jeffco and Lincoln Academy for the purpose of the 3B Bond “warm, safe, and dry” work. The motion was seconded and unanimously approved after discussion.
- 10. Contract Offer to Janelle: **Motion 24-03-2013**
Derek Luyk motioned that we extend an employment agreement for principal of Lincoln Academy Charter School to Janelle Johnson. Jeff Baucum proposed an amendment to additionally extend Janelle an offer of a 3% raise plus a \$2500 bonus for this academic year. The amended motion was seconded and unanimously approved after discussion.
- 11. Board Lessons Learned and Action Items
 - a. Lessons learned: None at this time
 - b. Action Items
 - i. Board self evaluation forms to all – Doug
 - ii. Attend next PTO meeting – Jeff
 - iii. Advertise in Loop for Board elections – Kristi
 - iv. Potential move updates - Kristi
 - v. Rework principal evaluation to change weights of sections and perhaps look at Jeffco evaluation - Derek
 - vi. Ongoing Board Training – Modules to do prior to next month’s meeting:
 - *Grant Writing*
 - *Fundraising Resources*
 - *Capital Improvements*
- 12. Announcements
 - a. Next PTO meeting – This Thursday, March 14th and April 4th, 6:30 PM
 - b. Next BoD meeting – Monday, April 8th, 6:30 PM

To prepare all students for their future endeavors by providing a comprehensive Core Knowledge® education.

13. Adjourn: At 9:47 pm, the regular business meeting of the Lincoln Academy Board of Directors was adjourned via general consent.

Minutes respectfully submitted,
Kristi Geisz, Secretary
Lincoln Academy Board of Directors
Minutes approved 4/8/13

To prepare all students for their future endeavors by providing a comprehensive Core Knowledge® education.



Lincoln Academy Charter School

Office of the Principal
March 2013 Report to the Board
"Educating with Excellence"

TCAP – Transitional Colorado Assessment Program

Purpose of the TCAP

- "The Transitional Colorado Assessment Program (TCAP) is Colorado's large-scale standardized achievement test. The purpose of the TCAP is to provide an annual measure of student performance relative to the Colorado Model Content Standards. Where the current blueprint allows, items will represent the overlap between the Colorado Model Content Standards and the new Colorado Academic Standards. It is a timed, standardized assessment and must be administered under standardized conditions to ensure the reliability and validity of results."
 - Taken from the 2012 TCAP Test Proctor's manual pg. 1
- Each test takes 60-65 minutes
- We have had no misadministration of the test

- 3rd grade takes 6 tests
 - 2 Reading (In February)
 - 2 Writing
 - 2 Math
- 4th grade 9 tests
 - 3 Reading
 - 3 Writing
 - 3 Math
- 5th grade 12 tests
 - 3 Reading
 - 3 Writing
 - 3 Math
 - 3 Science
- 6th grade 9 tests
 - 3 Reading
 - 3 Writing
 - 3 Math
- 7th grade 9 tests
 - 3 Reading
 - 3 Writing
 - 3 Math
- 8th grade 12 tests
 - 3 Reading
 - 3 Writing
 - 3 Math
 - 3 Science

Staff Interaction

With the expansion of classes we have had some changes in teacher assignments.

- Anita Gimple (current ½ day morning K teacher) will be moving to the 2nd full day kindergarten class
- Karen Dwyer (current 4th grade) will be moving to 2nd grade
- Amanda Karlin (current 4th grade) is expecting her first child mid-August. She will be out on maternity leave for the first trimester.
- Karla Burkhalter (current 3rd grade) will be moving to 4th grade. She will be covering the first trimester of Amanda's class and then Amanda and Karla will be doing a job share. Both teachers will be in the class daily with one teaching in the morning and then one in the afternoon.

We have started the hiring process for a ½ day (AM) kindergarten, 1st, 3rd, and 4th grade position. I have received close to 80 resumes for the 4 positions! Doreen, Calee Schrock, Judy McKinney and I attended the Charter School Job Fair on Saturday the 9th. (Yes, we drove all the way to Lafayette in the snow!) We gave short interviews to 50 candidates.

After rating the candidates we saw and reviewing the other resumes received, we will then send essay questions to those we are interested in looking at more closely. Then from the essay answers we will call a select number of candidates to teach a lesson and meet before the hiring committee.

Enrollment Information (updated 3-1-13)

Enrollment for 13-14	*Projected Class Size	Currently Enrolled	Current Openings	On Waitlist as of 3-1-13
K	88	88	0	50
1	88	87	1	0
2	88	71	17	0
3	58	*62	-4	23
4	58	61	-3	16
5	56	58	-2	16
6	56	58	-2	9
7	56	55	1	19
8	56	58	-2	2

*Retentions at this grade level have caused the increase in class size

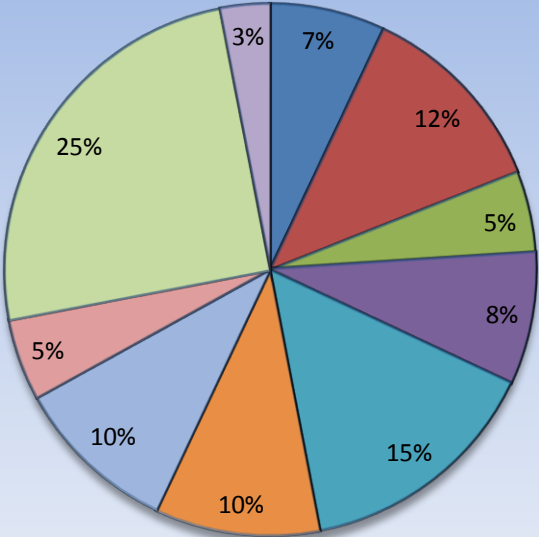
Colorado League of Charter School Conference

- Doreen, Cindie, and I attended this 2 day conference. Sarah and Debbie McNutt attended one of the 2 days
- Some of my leadership take-aways from this conference:
 - Grant Opportunities
 - Great Outdoors Colorado
 - Grant opportunities for new play structures – a possibility for next year if we move
 - Colorado Non-Profit Guide
 - A grant book that we can use to find grants
 - CDE State Assessment Update
 - In 2014, students in 4th grade and 7th grade will be tested on Social Studies skills
 - By 2015 the new state assessment will be PARCC-Partnership for Assessment of Readiness for College and Careers
 - PARCC is a 22 state consortium in which Colorado is a governing member. Colorado joined in August 2012
 - PARCC assessments will be administered on the computer for each student
 - CDE is predicting that with the increase in state standards rigor and the new assessment there will be a drop in student performance in 2015

Principal Time Report

The Pie chart below is an **approximate estimation** of how my time has been spent since the last board meeting.

% of Time Spent on Duties



- Parent Interaction
- Staff Interaction
- Student Interaction
- Observations
- Meetings (District, CDE, CLCS)
- Classroom Visits
- Correspondance
- Discipline
- Other Hours
- Clerical



Budget for 13-14

Account		12-13 BUDGET JANUARY REVISION		13-14 BUDGET Board 3-11-13		13-14 BUDGET 5 Year Forecast	
Number	Description	Estimated Revenue	Budget	Estimated Revenue	Budget	Estimated Revenue	Budget
	Prior Year Carryforward						
401300	Vending Machines	250.00	0.00	284.00	0.00	284.00	0.00
408000	Resale	-	0.00	-	0.00	-	0.00
409000	Sales-Fund Raising	6,000.00	0.00	6,820.00	0.00	6,820.00	0.00
415000	Earnings On Investments	-	0.00	-	0.00	-	0.00
416000	Proceeds Lease/Purchase	15,000.00	0.00	15,000.00	0.00	15,000.00	0.00
419000	Other Revenue	-	0.00	-	0.00	-	0.00
433000	State Revenue - Other	43,730.00	0.00	45,363.20	0.00	45,363.00	0.00
440600	Federal/State Reimb Food Svc	-	0.00	-	0.00	-	0.00
450000	Transfers District Funding	3,316,596.48	0.00	3,868,533.38	0.00	3,897,753.00	0.00
451000	Fees/Dues	61,000.00	0.00	69,795.00	0.00	69,333.00	0.00
451500	Student Fees-Registration	-	0.00	-	0.00	-	0.00
455000	Tuition from Individuals	54,000.00	0.00	54,000.00	0.00	54,000.00	0.00
456000	Tuition-Extended Day Kdgn	60,000.00	0.00	120,000.00	0.00	120,000.00	0.00
461000	Building Rental	3,500.00	0.00	5,500.00	0.00	5,500.00	0.00
474000	Trans - Field Trips	24,000.00	0.00	27,279.00	0.00	27,279.00	0.00
481000	Concession Revenue	32,000.00	0.00	36,372.00	0.00	36,372.00	0.00
482000	Resale/Activity Revenue	20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
492000	Textbook Fees	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
498000	Donations	-	0.00	-	0.00	-	0.00
499000	Miscellaneous Revenue	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
-	Mandatory Transfers To Capital Reserve to cover the R & R Payment to the Bond @ \$900 per month	(10,800.00)	0.00	-	0.00	-	0.00
	Revenues	3,631,776.48	-	4,275,446.58	-	4,304,204.00	-
	Available	3,631,776.48		4,275,446.58		4,304,204.00	
512100	Principal		83,000.00		84,540.00		84,540.00
513100	Assistant Principal		66,750.00		67,960.00		67,960.00
521000	Dean						
521100	Teacher		1,380,675.00		1,517,150.00		1,517,150.00
521900	Substitute Teacher		17,000.00		17,340.00		17,340.00
522100	Counselor						
522200	Teacher Librarian		34,500.00		35,080.00		35,080.00
524200	Coordinator - Classified		6,000.00		10,000.00		10,000.00
526500	Administrator		23,700.00		28,115.00		28,115.00
529200	Occupational Therapist		12,000.00		10,240.00		10,240.00
529400	Charter Nurse		16,900.00		17,170.00		17,170.00
529500	Psychologist		20,000.00		20,000.00		20,000.00
529600	Social Worker		20,000.00		15,000.00		15,000.00
529800	Speech Therapist		25,000.00		20,500.00		20,500.00
552100	School Secretary		113,760.00		115,675.00		115,675.00
557100	Paraprofessional		213,150.00		250,880.00		250,880.00
591100	Custodian		50,650.00		74,400.00		74,400.00
599400	Unused Sick Leave		12,000.00		12,240.00		12,240.00
599810	Additional Pay - Certificated		4,000.00		4,080.00		4,080.00
599820	Additional Pay-Classified		1,500.00		1,530.00		1,530.00
599830	Additional Pay-Administrative		1,500.00		1,530.00		1,530.00
	Salaries		2,102,085.00		2,303,430.00		2,303,430.00
699000	Employee Benefits		371,134.05		424,982.84		424,983.00
	Benefits		371,134.05		424,982.84		424,983.00
	Total Salaries and Benefits		2,473,219.05		2,728,412.84		2,728,413.00

***PPR 6487.70 vs 6539.00

701000	Mileage And Travel		1,000.00		1,000.00		1,020.00	Adjusted based on current year
702000	Employee Training & Conf		12,000.00		12,000.00		12,000.00	
703000	Awards And Banquets		0.00		0.00		0.00	
704000	Orientation-Inserv-Workshops		0.00		0.00		0.00	
708000	Employee Background Verificatn		500.00		1,000.00		1,000.00	
710000	Meals/Refreshments		4,000.00		6,000.00		6,000.00	
713000	Student Transportation		5,000.00		5,000.00		5,683.00	Adjusted based on current year
715000	Student Admission/Entry Fees		25,000.00		28,000.00		28,415.00	Adjusted based on current year
717000	Athletic Trainers		5,000.00		4,000.00		4,683.00	Adjusted based on current year
721000	Legal Fees		0.00		0.00		0.00	
723000	Printing		2,000.00		2,000.00		3,000.00	Adjusted based on current year
729000	Contract Labor		0.00		0.00		0.00	
731000	Contracted Services		89,000.00		70,000.00		70,000.00	
735000	Bank Fees & Other Expense		0.00		0.00		0.00	
736000	Bad Debt Expense		0.00		0.00		0.00	
743000	Equipment Rental		250.00		284.00		284.00	
745000	Contract Maint/Eq Repair		5,000.00		5,100.00		5,100.00	
745500	Technology Services		12,000.00		13,000.00		15,000.00	Adjusted based on current year
746000	Const Maint/Repair-Bldg		20,000.00		30,000.00		30,000.00	
747000	Software Purch/Lease		8,000.00		8,000.00		9,093.00	Adjusted based on current year
752000	Marketing - Advertising		300.00		1,000.00		1,000.00	
760000	Telephone/Pagers/Modems		50.00		50.00		50.00	
761000	Natural Gas		12,000.00		15,000.00		15,000.00	
764000	Electricity		47,000.00		50,000.00		50,000.00	
765000	Voice Communication Line		5,500.00		5,610.00		5,610.00	
766000	Water & Sanitation		11,000.00		15,000.00		15,000.00	
768000	Postage		500.00		500.00		750.00	Adjusted based on current year
769000	Permits/Licenses/Fees		59,000.00		20,000.00		20,000.00	
770000	Risk Management Charges		13,000.00		14,000.00		14,235.00	
770800	Unemployment Comp Insur		6,000.00		6,961.00		6,910.00	
775000	Community Relations		500.00		500.00		510.00	
781000	Lease Purch-Other-Principal		102,000.00					
781500	Lease Purch-Other-Interest		87,000.00		478,178.00		478,178.00	
950000	Transfers District Feed		448,916.80		508,152.61		509,609.00	Changed based on funding
	Purchased Services		981,516.80		1,300,335.61		1,308,130.00	
803000	Subscriptions/Books		200.00		200.00		204.00	
804000	Fund Raising		0.00		0.00		0.00	
805000	Materials/Supplies-Other		3,000.00		6,000.00		6,000.00	
806000	Materials/Supplies Resale		20,000.00		20,000.00		22,732.00	
810000	Office Material/Supplies		3,000.00		3,000.00		3,060.00	
810001	Office Equipment - Under \$5K		3,000.00		3,000.00		3,060.00	
812000	Clinic Supplies/Materials		400.00		408.00		408.00	
814000	Custodial Supplies		8,000.00		11,000.00		12,000.00	
820000	Instructional Material/Supply		30,000.00		34,098.00		34,098.00	
820001	Instructional Equip-Under \$5K		20,000.00		22,732.00		22,732.00	
822000	Textbooks		15,000.00		17,000.00		17,049.00	
823000	Copier Usage		16,000.00		18,000.00		18,186.00	
824000	Testing Materials		1,500.00		1,000.00		1,705.00	
826000	Graduation Materials		500.00		500.00		568.00	
840000	Maint Materials/Supplies		16,000.00		20,000.00		20,000.00	
870000	Library Materials		2,000.00		2,000.00		2,040.00	
880000	Purchased Food		32,000.00		36,372.00		36,372.00	
885000	Miscellaneous Expense		1,000.00		1,020.00		1,020.00	
889000	Consumable Supplies		500.00		400.00		510.00	
	Materials and Supplies		172,100.00		196,730.00		201,744.00	
929000	Athletic Equipment		0.00		0.00		0.00	
931000	Site Acquisition		0.00		0.00		0.00	

Capital Outlay		-		-		-
Total Expenditures		3,626,835.85		4,225,478.45		4,238,287.00
NET PROFIT/(LOSS)		4,940.63		49,968.13		65,917.00
Jefferson County School District, R-1						
<i>Calculation of Per Pupil Revenue /Summary of District Service Expenses</i>						
BUDGETED PPR 13-14						
			Lincoln Academy		Lincoln Academy	
			55800		55800	
Per Pupil Revenue			6,487.79		6,539.00	
One-day Count			567.04		567.04	
Annual Pupil Funding			3,678,836.44		3,707,874.56	
				TOTAL REVENUE		TOTAL REVENUE
				ACCT 450000		ACCT 450000
MILL LEVY OVERRIDE FUNDS \$247			140,058.88	3,678,836.44	140,058.88	3,707,874.56
ECEA Per Pupil Revenue			1,250.00	140,058.88	1,250.00	140,058.88
Exceptional Children One-day Count DEC 2011			39.00	49,638.06	39.00	49,638.06
<i>Annual ECEA Funding</i>			48,750.00	3,868,533.38	48,750.00	3,897,571.50
ECEA Per Pupil Revenue, Tier B			888.06		888.06	
Tier B DEC 2011			1.00		1.00	
<i>Annual Tier B Funding</i>			888.06		888.06	
<i>Total Annual ECEA Funding</i>			49,638.06		49,638.06	
District Services (Annually)						
Administration Services 5% of PPR			183,941.82		185,393.73	
Insurance Reserve \$86.76 per student			49,196.39		49,196.39	
Special Education Programs \$370 per student			209,804.80		209,804.80	
English as a Second Language \$115 per student			65,209.60		65,209.60	
Total District Services			508,152.61	ACCT 950000	509,604.52	ACCT 950000



The Mission of Lincoln Academy is to help students attain their highest social and academic potential through an academically rigorous, content-rich educational program in a safe, orderly, and caring environment.



Lincoln Academy Board of Directors

February 2013

Finance Committee Summary presented to LA BoD (March 2013)

Lincoln's financial situations continue to track closely to budget for 2013. Typical, run rates of expenses should run close to 67% (eight months) against budget. The 2013 budget was adjusted in January per reporting requirements and includes the additional \$80,000 approved by the board for new property purchase exploration from January.

Revenues: Budget numbers continue to project a PPR at \$6,301. While an additional \$15 has been discussed for year-end PPR, no final approval from the county has been received. Lincoln received \$16,400 for the 2013-14 school year PK/Full Day deposits that have exceeded the budget for Fees/Dues by 3%.

Expenses:

Salaries: Coordinators are currently over budget by 13%, (\$788) we anticipate an additional \$3,000 in salary impacts for coordinators over the next four months of the year. Initial estimations indicate that this variance will be absorbed by other salary costs coming in under budget.

Expenses: Overall expenses are on target with Materials and Purchase services running under budget at 62% of budget.

Costs incurred for the new facility exploration will continue to be tracked closely.

Net Margin: With the revenues exceeding budget, the projected margin grew slightly from January to \$35,000. The additional expenses incurred by the new facility exploration will impact the overall margin for 2013.

Carryforward: Reserves for Lincoln are projected to end up close to \$701k for the year. Overall carry forward projections are well above TABOR requirements and operating fiscal metrics goals.



Account Number	Description	Prior Year			Current Year		Current Year		Variance	Percent Spent
		Operational Funds	Estimated Revenue	Budget	Operational Funds	Capital Funds	Total			
	Prior Year Carryforward	1,022,403.52			666,269.19	339,237.64	1,005,506.83			
401300	Vending Machines	506.68	250.00	0.00	267.99	-	267.99	(17.99)	107%	
409000	Sales-Fund Raising	4,506.51	6,000.00	0.00	5,441.58	-	5,441.58	558.42	91%	
415000	Earnings On Investments	-	-	0.00	-	20.64	20.64	(20.64)	n/a	
416000	Proceeds Lease/Purchase	10,910.47	15,000.00	0.00	8,340.00	-	8,340.00	6,660.00	56%	
419000	Other Revenue	2,217.00	-	0.00	-	-	-	-	n/a	
433000	State Revenue - Other	-	43,730.00	0.00	-	25,509.26	25,509.26	18,220.74	58%	
450000	Transfers Funding	3,267,968.87	3,311,977.07	0.00	2,496,392.28	-	2,496,392.28	815,584.79	75%	
	Transfers Bonds	-	-	0.00	-	147,202.33	147,202.33	(147,202.33)	n/a	
451000	Fees/Dues	24,982.51	61,000.00	0.00	62,952.18	-	62,952.18	(1,952.18)	103%	
	Fees/Dues on Deposit for 13-14	-	-	0.00	2,160.00	-	2,160.00	(2,160.00)	n/a	
451500	Student Fees-Registration	35,451.60	-	0.00	-	-	-	-	n/a	
455000	Tuition from Individuals	61,600.64	54,000.00	0.00	48,746.20	-	48,746.20	5,253.80	90%	
	Tuition on Deposit for 13-14	-	-	0.00	6,576.55	-	6,576.55	(6,576.55)	n/a	
456000	Tuition-Extended Day Kdgn	59,878.50	60,000.00	0.00	47,282.00	-	47,282.00	12,718.00	79%	
	Tuition Extended on Deposit for 13-14	-	-	0.00	7,232.00	-	7,232.00	(7,232.00)	n/a	
461000	Building Rental	5,450.00	3,500.00	0.00	2,240.00	-	2,240.00	1,260.00	64%	
474000	Trans - Field Trips	22,942.17	24,000.00	0.00	24,910.41	-	24,910.41	(910.41)	104%	
	Trans - Field Trips on Deposit for 13-14	-	-	0.00	450.00	-	450.00	(450.00)	n/a	
481000	Concession Revenue	31,665.95	32,000.00	0.00	21,779.66	-	21,779.66	10,220.34	68%	
482000	Resale/Activity Revenue	16,189.71	20,000.00	0.00	18,700.93	-	18,700.93	1,299.07	94%	
492000	Textbook Fees	2,349.24	2,500.00	0.00	1,427.50	-	1,072.50	1,072.50	57%	
498000	Donations	50,113.24	-	0.00	393.11	-	393.11	(393.11)	n/a	
499000	Miscellaneous Revenue	1,423.91	4,000.00	0.00	3,670.13	-	3,670.13	329.87	92%	
950500	Mandatory Transfers R&R FUND	(158,198.86)	(10,800.00)	0.00	(6,300.00)	-	(6,300.00)	(4,500.00)	58%	
	Mandatory Transfers BOND	-	-	-	(108,104.71)	(32,797.62)	(140,902.33)	(140,902.33)	n/a	
	Revenues	3,439,958.14	3,627,157.07	-	2,644,557.81	139,934.61	2,784,492.42	842,664.65	77%	
	Available	4,462,361.66	3,627,157.07		3,310,827.00	479,172.25	3,789,999.25	842,664.65	104%	
512100	Principal	84,540.07		83,000.00	55,333.36	-	55,333.36	27,666.64	67%	
513100	Assistant Principal	68,208.88		66,750.00	44,496.00	-	44,496.00	22,254.00	67%	
521100	Teacher	1,340,715.67		1,380,675.00	921,827.47	-	921,827.47	458,847.53	67%	
521900	Substitute Teacher	23,453.00		17,000.00	12,095.00	-	12,095.00	4,905.00	71%	
522200	Teacher Librarian	35,076.88		34,500.00	22,988.80	-	22,988.80	11,511.20	67%	
524200	Coordinator - Classified	5,812.50		6,000.00	6,787.50	-	6,787.50	(787.50)	113%	
526500	Administrator	15,124.56		23,700.00	15,782.58	-	15,782.58	7,917.42	67%	
529200	Occupational Therapist	10,363.20		12,000.00	6,240.00	-	6,240.00	5,760.00	52%	
529400	Nurse	-		16,900.00	9,835.00	-	9,835.00	7,065.00	58%	
529500	Psychologist	20,701.00		20,000.00	12,120.00	-	12,120.00	7,880.00	61%	
529600	Social Worker	13,117.20		20,000.00	7,680.00	-	7,680.00	12,320.00	38%	
529800	Speech Therapist	21,369.00		25,000.00	13,070.00	-	13,070.00	11,930.00	52%	
552100	School Secretary	119,719.95		113,760.00	76,063.17	-	76,063.17	37,696.83	67%	
557100	Paraprofessional	219,673.00		213,150.00	131,004.91	-	131,004.91	82,145.09	61%	
591100	Custodian	55,130.42		50,650.00	34,589.36	-	34,589.36	16,060.64	68%	
592150	Food Services Manager	421.33		0.00	-	-	-	-	n/a	
592250	Food Service Hourly Worker	-		0.00	60.12	-	60.12	(60.12)	n/a	
599400	Unused Sick Leave	12,720.92		12,000.00	1,505.63	-	1,505.63	10,494.37	13%	
599810	Additional Pay - Certificated	5,225.61		4,000.00	2,100.00	-	2,100.00	1,900.00	53%	



Account Number	Description	Prior Year		Current Year		Current Year		Current Year	
		Operational Funds	Estimated Revenue	Budget	Operational Funds	Capital Funds	Total	Variance	Percent Spent
599820	Additional Pay-Classified	1,027.28		1,500.00	689.30	-	689.30	810.70	46%
599830	Additional Pay-Administrative	1,100.00		1,500.00	150.00	-	150.00	1,350.00	10%
	Salaries	2,053,500.47		2,102,085.00	1,374,418.20	-	1,374,418.20	727,666.80	65%
699000	Employee Benefits	312,765.08		371,135.00	220,528.23	-	220,528.23	150,606.77	59%
	Benefits	312,765.08		371,135.00	220,528.23	-	220,528.23	150,606.77	59%
	Total Salaries and Benefits	2,366,265.55		2,473,220.00	1,594,946.43	-	1,594,946.43	878,273.57	64%
701000	Mileage And Travel	888.61		1,000.00	-	-	-	1,000.00	0%
702000	Employee Training & Conf	3,022.00		12,000.00	11,490.59	-	11,490.59	509.41	96%
703000	Awards And Banquets	90.48		0.00	-	-	-	-	n/a
708000	Employee Background Verificatn	346.00		500.00	443.50	-	443.50	56.50	89%
710000	Meals/Refreshments	2,577.46		4,000.00	1,933.45	-	1,933.45	2,066.55	48%
713000	Student Transportation	4,145.76		5,000.00	1,390.49	-	1,390.49	3,609.51	28%
715000	Student Admission/Entry Fees	20,024.05		25,000.00	20,476.09	-	20,476.09	4,523.91	82%
717000	Athletic Trainers	2,934.47		5,000.00	3,246.28	-	3,246.28	1,753.72	65%
723000	Printing	1,101.98		2,000.00	1,167.72	-	1,167.72	832.28	58%
731000	Contracted Services	49,926.39		89,000.00	29,204.31	-	29,204.31	59,795.69	33%
735000	Bank Fees & Other Expense	59.22		0.00	-	-	-	-	n/a
743000	Equipment Rental	99.59		250.00	-	-	-	250.00	0%
745000	Contract Maint/Eq Repair	13,832.03		5,000.00	3,625.63	-	3,625.63	1,374.37	73%
745500	Technology Services	5,632.69		12,000.00	8,999.24	-	8,999.24	3,000.76	75%
746000	Const Maint/Repair-Bldg	95,545.03		20,000.00	15,235.04	-	15,235.04	4,764.96	76%
747000	Software Purch/Lease	4,788.81		8,000.00	6,095.35	-	6,095.35	1,904.65	76%
752000	Marketing - Advertising	1,386.95		300.00	-	-	-	300.00	0%
760000	Telephone/Pagers/Modems	33.00		50.00	22.23	-	22.23	27.77	44%
761000	Natural Gas	10,881.64		12,000.00	6,117.41	-	6,117.41	5,882.59	51%
764000	Electricity	45,630.29		47,000.00	28,087.13	-	28,087.13	18,912.87	60%
765000	Voice Communication Line	5,057.95		5,500.00	2,869.42	-	2,869.42	2,630.58	52%
766000	Water & Sanitation	10,823.13		11,000.00	6,206.74	-	6,206.74	4,793.26	56%
768000	Postage	210.27		500.00	314.75	-	314.75	185.25	63%
769000	Permits/Licenses/Fees	21,652.17		34,000.00	15,837.58	(52.61)	15,784.97	18,215.03	46%
770000	Risk Management Charges	13,583.50		13,000.00	4,896.25	-	4,896.25	8,103.75	38%
770800	Unemployment Comp Insur	6,631.99		6,000.00	2,880.87	-	2,880.87	3,119.13	48%
775000	Community Relations	500.00		500.00	-	-	-	500.00	0%
781000	Lease Purch-Other-Principal	-		102,000.00	-	-	-	102,000.00	0%
781500	Lease Purch-Other-Interest	-		87,000.00	-	43,970.01	43,970.01	43,029.99	51%
950000	Transfers District Fees	470,356.64		448,685.83	336,514.38	-	336,514.38	112,171.45	75%
	Purchased Services	791,762.10		956,285.83	507,054.45	43,917.40	550,971.85	405,313.98	58%
803000	Subscriptions/Books	153.74		200.00	122.80	-	122.80	77.20	61%
805000	Materials/Supplies-Other	-		3,000.00	1,860.97	-	1,860.97	1,139.03	62%
806000	Materials/Supplies Resale	7,904.75		20,000.00	8,654.32	-	8,654.32	11,345.68	43%
810000	Office Material/Supplies	3,623.20		3,000.00	1,697.60	-	1,697.60	1,302.40	57%
810001	Office Equipment - Under \$5K	-		3,000.00	2,453.57	-	2,453.57	546.43	82%
812000	Clinic Supplies/Materials	77.80		400.00	538.64	-	538.64	(138.64)	135%
814000	Custodial Supplies	7,939.41		8,000.00	4,777.37	-	4,777.37	3,222.63	60%
820000	Instructional Material/Supply	41,150.96		30,000.00	15,796.86	-	15,796.86	14,203.14	53%
820001	Instructional Equip-Under \$5K	-		20,000.00	10,937.79	-	10,937.79	9,062.21	55%
822000	Textbooks	24,166.04		15,000.00	7,206.82	-	7,206.82	7,793.18	48%

SAC Report 3/13

Executive Summary

The Parent Satisfaction Survey is currently running. Participation has been on the low side so far. We will continue to publish the links to the Surveys in the Lincoln Loop through the month of March. Results of the Surveys will be shared at the April Board Meeting.

I will be sending out an e-mail this month attempting to recruit more people to serve as Parent Mentors anticipating our move and greater influx of new families. Hope to have a formal training of these Mentors sometime in April.

Other Business

Next Meeting

TBA

ADDENDUM TO CHARTER SCHOOL RENEWAL CONTRACT
(*Charter School Name*)

This Addendum to Charter School Contract (“Addendum”), dated this ____ day of _____, 2013, is made and entered into by and between Jefferson County School District No. R-1 (“School District”) and (*Charter School Name*) (“the School”), and shall become effective July 1, 2013. This Addendum supersedes the Charter School Renewal Contract effective July 1, 2012 between the School District and (*Charter School Name*) (“Renewal Contract” or “Contract”) and all addenda to said Renewal Contract by adding to, deleting from and modifying the Renewal Contract and addenda as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Renewal Contract and this Addendum and/or addenda to said Renewal Contract and this Addendum, this Addendum shall govern and the terms of the Renewal Contract and/or addenda that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

RECITALS

WHEREAS, the School District and the School entered into the Renewal Contract pursuant to the Charter Schools Act, C.R.S. 22-30.5-101 et seq.; and

WHEREAS, the Charter Schools Act provides that the contract between a charter school and a school district may be amended or modified upon agreement of the parties; and

WHEREAS, the School District’s Board of Education (“Board”) and the School agree that certain modifications to the Renewal Contract are necessary and appropriate.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants, and payments described in the Renewal Contract and herein, the parties agree to amend the Renewal Contract as follows:

AGREEMENT

Section 2 is amended to read as follows

2.4 Accountability and Accreditation. The School shall comply with the Education Accountability Act of 2009, C.R.S. §§ 22-11-101 *et seq.*, and accreditation provisions of Colorado as may be amended from time to time, and shall comply with the terms of any Accreditation Contract between the District and the State Board, as such may be amended from time to time. The School’s assessment program shall meet or exceed the requirements of the Colorado Basic Literacy Act, C.R.S. §§ 22-7-501 *et. seq.* The School also shall comply with the Accreditation Rules of the Colorado State Board of Education, including but not limited to tailoring educational programming to meet the individual needs of “Exceptional children” as defined in such Rules unless the State Board of Education grants a request by the School to waive any of said rules. The School shall administer any and all assessment and exams to all students for whom the assessment is required by law and shall also administer any other

assessments as may be directed by CDE unless granted waivers from such assessments.

2.5 If the School is assigned a Turnaround or Priority School Improvement Plan by CDE for two consecutive years following the commencement of this Renewal Contract, the Board may deem that such ratings constitute a material breach of this Renewal Contract upon which the District may require development and implementation of a corrective action plan, and may place the School on probation for a period of time. If the School does not make reasonable progress during such probationary period, it shall be grounds for termination of the Contract, and/or grounds for denying a renewal application. If the School requires technical assistance per the accountability and accreditation laws, the School shall pay the cost incurred by the District or third parties in assisting the School as a direct cost consistent with the Charter Schools Act.

2.6 No Child Left Behind Act. The School agrees and understands that it has a duty to comply with the applicable requirements of the No Child Left Behind Act, 20 U.S. C. § 6301 *et. seq.* (as may be amended) and implementing regulations, including those provisions concerning the qualifications for teachers and instructional staff.

Section 7 is amended to read as follows:

Economic Plan, Budget and Annual Audit. The proposed Budget section of the Application is amended as follows (which amendments, and all other provisions of this Renewal Contract, shall supersede and control over any conflicting language contained in the Application):

7.1 Funding.

7.1.1 During the 2013-2014 school year, the parties agree that the School District shall provide funding to the School in the amount of one hundred percent (100%) of School District per pupil revenues (“PPR”), as defined by C.R.S. § 22-30.5-112(2)(a.5)(II), less two point two percent (2.2%) of PPR retained by the School District to cover the School’s share of central administrative overhead costs as defined by C.R.S. § 22-30.5-112(2)(a.5)(I), for each funded FTE pupil enrolled at the School. For purposes of calculating enrollment, kindergarten students shall count as one-half of one funded FTE pupil unless otherwise required by law. The term “funded FTE pupil,” as used in this paragraph, shall be deemed to mean a full-time equivalent student enrolled as of the counting dates or periods set forth in the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 *et seq.*, or corresponding provisions in any successor acts, and State Board of Education regulations. The two point two percent (2.2%) percent of PPR that the parties have agreed will be retained by the School District to cover central administrative overhead costs shall be reconciled to actual central administrative overhead costs within 90 days after the end of the fiscal year as required by C.R.S. § 22-30.5-112(2)(a.4)(I), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party.

7.1.2 In addition, for the 2013-2014 school year the School shall receive funding from the School District's budget elections in the amount of Two Hundred Forty Seven Dollars (\$247.00) for each funded FTE pupil, upon the School District's acceptance of the School's plan for use of the funding to improve student achievement.

7.1.3 As long as the School is not in material breach of this Renewal Contract, funding under this section 7.1 will be made available to the School in quarterly installments on July 1, 2013, October 1, 2013, January 1, 2014, and April 1, 2014 for the first year of the term of this Renewal Contract, and on July 1, October 1, January 1, and April 1 in each subsequent year this Renewal Contract is in effect, subject to adjustments, deductions and annually contracted services as set forth in Exhibit D and as provided in this Renewal Contract. The School District will deposit such quarterly payments in a separate account established for the School by the School District. All checks drawn by or on behalf of the School shall be debited against that account and recorded in the School District's Peoplesoft accounting system, and the School is not permitted to spend funds in excess of the funds available in the account without the prior express written consent of the School District. The School District shall be provided with monthly reports detailing all deposits to and expenditures from the account.

7.1.4 During each year this Renewal Contract is in effect, the School District will adjust the funding to reflect the actual funded FTE pupil count as of October 1. The parties acknowledge that under the current version of the School Finance Act, neither the School nor the School District will receive funding for students in the year of enrollment if the student first enrolls in the School or the School District after the October 1 count date. In addition, to the extent the School District experiences any reduction or increase in state equalization support or rescissions by a legislative rescission or other action, proportionate reductions or increases will be made to the School by adjustment or setoff in subsequent months.

7.1.5 The School shall receive a proportionate share of funding provided under the Exceptional Children's Education Act, C.R.S. 22-20-101 et seq. (ECEA), for special education, calculated in accordance with the following formula:

$$\frac{\text{Total District ECEA Revenue}}{\text{Total \# of Identified Students in the District}} \times \text{\# of Identified Students at the School}$$

For the 2013-2014 school year, such funding shall be provided on or before February 1, 2014, and on or before February 1 of each subsequent year this Renewal Contract is in effect. The School shall provide and bear the cost of special education services at the school at a level comparable to regular schools in the School District serving the same grade levels, including related services and required paraprofessional support. Where a student with disabilities enrolled in the School requires more extensive services than are customarily provided by regular School District schools serving the same grade levels, the School District will be responsible for providing such services. In addition, the School District will provide oversight and support from central administrators, access to District-wide special education programs and defense of due process hearings through the administrative appeal level, on the same basis as such oversight, support, access and defense are provided to other School District schools. As consideration for

the School District's assumption of these responsibilities, for the 2013-2014 school year the School District shall retain Three Hundred Seventy dollars (\$370.00) per funded pupil from the revenues provided under paragraph 7.1.1 above. The School District shall also retain, as consideration for its assumption of responsibilities under this paragraph 7.1.5, the funding it receives under the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq. (IDEA), attributable to identified students with disabilities enrolled in the School. For the remaining years this Renewal Contract is in effect, the amount withheld for District-wide special education oversight, support and access to District-wide programs shall be determined annually in accordance with paragraph 7.1.7 below. The School will provide the School District with evidence that special education service providers meet educational and certification or licensing requirements of state law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and state funds for students with disabilities.

7.1.6 For the 2013-2014 school year, the School District will withhold from funding provided to the School under paragraph 7.1.1 above One Hundred Fifteen dollars (\$115.00) per funded pupil in the School for District-wide English as a Second Language (ESL) services. For the remaining school years this Renewal Contract is in effect, the amount withheld for District-wide ESL services will be determined annually in accordance with paragraph 7.1.7 below. It is the intent of the School District that the School receive a proportionate share of funding provided by the federal and state governments for gifted and talented students and other federal and state grant sources, to the extent that the School complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or state categorical aid programs shall be directed to the School for each the School student eligible for such aid. Prior to receipt of such funds, the School shall provide the School District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the School District with data necessary to complete claims for such funds.

7.1.7 On or before May 1 of each year this Renewal Contract is in effect, the School District will review and approve the School's budget for the upcoming fiscal year in order that the amounts may be determined in conjunction with the School District's and the School's budget development and adoption process. Any projected changes in enrollment and adjustments in the amounts withheld by the School District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by changes in revenue and/or expenses shall be considered at that time. Any changes in amounts withheld by the School District shall be memorialized in writing.

7.1.8 The School shall re-evaluate its long-term facility needs on or before April 1 of each year in connection with the development of its proposed annual budget. Requests for additional School District support in meeting such needs shall be subject to negotiation in connection with the budget setting process under paragraphs 7.1.7 and 7.2.9 of this Renewal Contract. Requests by the School to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be

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submitted in writing (with a capital construction plan as specified in C.R.S. § 22-30.5-404(3) and other supporting documentation) to the School District's designated Charter School Administrator as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law. As provided in the Charter Schools Act, funding to the School under this Renewal Contract shall be reduced by the amount of any direct payments of principal and interest due on any bonds which may be issued on behalf of the School by a governmental entity other than the School District for the purpose of financing capital construction that were made by the State Treasurer or the School District on behalf of the School, plus administrative costs associated with the making of such direct payments.

7.2 Budget. The 2013-2014 Budget submitted to the School District, attached as Exhibit B, is amended as follows:

7.2.1 The per pupil funding to be provided by the School District shall be in accordance with section 7.1 above.

7.2.2 The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. For the 2013-2014 fiscal year, the parties mutually agree that the following services shall be provided to the School by the School District at a cost equal to Two Point Eight Percent (2.8%) of PPR revenues for each funded FTE pupil enrolled at the School: payroll, accounting, purchasing, accounts payable (but not accounts receivable), cash management and tax anticipation note interest expense, compensation and records, benefits enrollment and processing (where employee benefits are purchased from the School District) and related costs for integration with the State, student data services, District Communications Department services, connection of phones and School District workstations, District-wide mandated assessments, access to legal consultation (other than consultation on employment issues) through the School District's legal counsel where such assistance is requested through the School District's designated Charter School Administrator and where the School District determines that such assistance is appropriate, and the ability of the School staff to participate in School District staff development activities and programs on the same basis as staff employed by the School District (where a fee is required for School District staff, such fee shall be paid by the School). The percent of PPR to be retained by the School District to cover the cost of the foregoing services shall be reconciled to the actual cost of such services within 90 days after the end of the fiscal year as required by C.R.S. 22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party.

7.2.3 The School may purchase from the School District the services and materials specified in Exhibit D at the costs specified therein. Costs shall be redetermined each subsequent year this Renewal Contract is in effect and attached as addenda to Exhibit D. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the School District for the entire budget year. The following services are not available for purchase: networking services, facilities management, telecommunications, energy management, custodial services, small engine repair, transportation/fleet management, post-secondary options,

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preschool and early retirement. Costs shall be adjusted annually by the School District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. 22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the School District, unless otherwise waived in writing by the School District. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year.

7.2.4 The School shall be responsible for purchasing workers' compensation and unemployment insurance. If the School elects not to purchase from the School District comprehensive general liability; property, boiler and machinery; and crime insurance in accordance with this Renewal Contract and attached Exhibit D, the School shall purchase the insurance set forth in attached Exhibit C, and the School District will not provide or pay for legal fees, costs or judgments incurred in defense of litigation against the School. In the event the School is not insured through the School District and a special education due process hearing involving the School is appealed to federal or state court, the School District will provide a defense through its legal counsel, and the School shall pay one-half of the legal fees and costs incurred in the defense of such appeal, as well as its share of any judgment resulting from such appeals (including costs of court-ordered services, in accordance with the allocation of special education responsibilities set forth in this Renewal Contract, and one-half of any award of attorney fees and/or costs). If the School retains an attorney for defense of such appeals, the School shall be solely responsible for all fees and costs incurred in connection with such representation, as well as any judgment rendered against the School. The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements of Exhibit C, as well as evidence that payment of premiums for such policies have been timely made. The insurance policies may provide for retentions (self-insurance) or deductibles in amounts other than those set forth in Exhibit C. In any event, the School shall, at all times, maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation that such reserves have been maintained.

7.2.5 The School shall be responsible for assuring that services purchased from individuals or entities outside of the School District are provided in accordance with applicable law and School District policies/regulations, unless waived. If the School elects to purchase accounting, accounts payable or payroll services outside the School District, the School shall provide the School District: (a) a records retention program approved annually by the School with assurances that required records are maintained; (b) quarterly financial reports within thirty (30) days of the end of each quarter with comparisons of actual revenues and expenditures to budgeted revenues and expenditures; (c) signed copies of all approved minutes of all meetings of the School Board of Directors, including but not limited to minutes reflecting all significant financial obligations and transactions undertaken by the School, provided on a quarterly basis at the same time as the quarterly financial reports; and (d) copies of federal, state,

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Public Employees Retirement Association and other required compliance reports, with proof of any required payments, within five (5) business days of any due date.

7.2.6 If the School elects not to contract with the School District for the performance of fingerprinting and background checks required by law, the School shall assure that such fingerprinting and background checks are conducted in accordance with state law and shall provide to the School District, upon its request, documentation establishing such compliance.

7.2.7 If the School elects not to contract with the School District for student health services, the School shall provide hearing and vision screening in accordance with the requirements of state law and any support and accommodations for chronic health conditions required under federal and state law. The School shall further assure compliance with state law and School District policy/regulations regarding immunization of students, that medications are administered in accordance with state law, and that health services are provided in accordance with the Nurse Practice Act, C.R.S. §§ 12-38-101 *et seq.*

7.2.8 If The School purchases from the School District the insurance services and coverages set forth in attached Exhibit C, the School District will provide legal services, through the School District's legal counsel, for defense of suits, actions and claims against the School sounding in tort, for which the School District provides insurance coverage, including appeals to federal or state courts of special education due process hearings. Such legal services shall not be provided for defense of matters involving worker's compensation, unemployment compensation or disputes with the School District. The provision of a defense is conditioned upon prompt notification by the School to the School District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the School District and legal counsel in defending the claim; and the School not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board. the School acknowledges that in the event of a dispute between the School and the School District, the School District's legal counsel will represent the School District and not the School. Any potential conflict of interest arising from the representation of the School by the School District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct.

7.2.9 On or before April 1 of each year this Renewal Contract is in effect, the School shall submit to the Board for its approval the School's proposed balanced budget for the upcoming fiscal year. The budget format shall be in accordance with applicable state law. The projected the School budget, when accepted by the School District for each fiscal year, will be attached and incorporated into this Renewal Contract as an addendum to Exhibit B. At any time during the term of this Renewal Contract that the School's funded FTE pupil count falls below 95% of the pupil count upon which any currently approved the School budget is based, the School shall prepare and submit for School District approval a revised budget properly reflecting the lower funded FTE pupil count.

7.2.10 The services provided by the School District in accordance with this Renewal Contract are subject to renegotiation on an annual basis. The School District may

[Type text]

in subsequent years exercise its right to charge the School the cost of some of the services previously provided without charge, so long as such charges are consistent with the Charter Schools Act.

7.2.11 The School District reserves the right to review contracts between the School and any subcontractor.

7.3 Financial Records and Annual Audit. The School agrees to establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and School District laws, rules, policies and regulations, including but not limited to the recording of all financial transactions in the School District's Peoplesoft accounting system, and to make such records available to the School District, as requested, from time to time. The School shall participate in an independent annual audit of its financial operations by a certified public accountant of their selection. The cost of the audit will be the responsibility of the school. The School shall provide information required for the annual audits in accordance with the School District's closing schedule and reporting deadlines, and adequate documentation to support financial information required for the audits, in a format prescribed by the auditor.

7.4 Public School Financial Transparency Act. The School will post online all financial information required to be posted by the Public School Financial Transparency Act, C.R.S. § 22-44-301 *et. seq.*

Section 8 is amended to read as follows:

8.6 Accountability. The School shall operate under the auspices of and be accountable to the School District and subject to Colorado law, regulations of the State Board of Education and the Colorado Department of Education, and all School District policies and regulations, unless specifically waived. The School agrees to participate in the School District accountability process in accordance with Board policy and state law. Following district guidelines and dates for submission for each year this Renewal Contract is in effect, the School shall submit to the School District a school improvement plan. The plan shall include a concise written report concerning its operations, including but not limited to progress made toward achieving its educational goals and objectives, content standards, policy development issues, student performance standards, student attendance and discipline information, personnel matters, governance and other provisions of its Renewal Application, and a statement comparing actual revenues and expenditures to budget estimates. All records established and maintained in accordance with the provisions of this Renewal Contract, School District policy, and federal and state law shall be open to inspection by the School District.

8.14.2 Notwithstanding any other provision of this Renewal Contract, in the event of an emergency as defined by the Charter School Emergency Powers Act, C.R.S. § 22-30.5-702 *et. seq.*, the procedures set forth in the Emergency Powers Act shall be followed.

[Type text]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

LINCOLN ACADEMY CHARTER SCHOOL

By: _____

President, Board of Directors

ATTEST:

Secretary, Board of Directors

JEFFERSON COUNTY SCHOOL DISTRICT NO.
R-1

By: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:

School District Attorney

[Type text]

CHARTER SCHOOLS
BUDGET PLANNING WORKSHEETS—2013-14
(Revised 1-18-13)

The following school district revenue sources are expected for Charter Schools:

Per Pupil Revenue 13/14-- \$6,487.79 current estimate from CDE.

Special Education State funds--\$2,138.06 (Tier A \$1,250.00 and Tier B \$888.06) per identified student (approximate).

Mill Levy Override funds--\$247.00 per pupil enrolled

State Facilities Assistance--\$80.00 per FTE

Attached you will find tables that indicate the services that are **available for purchase** by Charter Schools. If a Charter School decides to opt out of those services identified with asterisks, the Charter must provide written guarantees, and evidence, that certain minimum requirements have been met.

Central Administrative Overhead-- \$142.69 (2.2%)

Sec. 7.2.2 Purchased Services -\$181.70 (2.8%)--payroll, purchasing, communication services, purchasing services, accounting, accounts payable (but not accounts receivable), cash management, communications and tax anticipation note interest expense, compensation and records, benefits enrollment and processing and related costs for integration with the state, student data services, connection of phone and district computer workstation, district wide mandated assessments, access to legal consultation (other than consultation on employment issues) as described in contract and the ability for charter school staff to participate in school district staff development activities and programs on the same basis as staff employed by the school district as described in contract.

Certain other costs of federally mandated programs are **considered mandatory by the district**, as a cost borne by the PPR for each student in Jefferson County, and will be deducted from the PPR provided for each student. These costs include:

\$370.00 per student for District-Wide Special Education Programs and oversight related to special education. Funds for site level special education programs, as well as state special education funds will be distributed to schools to address local building issues related to special education programs.

\$115.00 per student for District-Wide ESL (English as a Second Language) instruction. These services will be available to any school that has identified ESL students, including charter schools.

The following services have been deemed **unavailable for purchase** by Charter Schools.

Small Engine Repair	Facilities Management Transportation
Telecommunications	Post-secondary Options
Energy Management	Preschool
Early Retirement	Custodial Services

CALCULATION OF REVENUE AND DISTRICT SERVICE EXPENSES
FISCAL 2011, 2012, 2013 AND PRELIMINARY FISCAL 2014
 (Revised 1-18-13)

School _____
 Date _____

Board of Director Signature _____
 Principal/Director Signature _____

	Fiscal Billed 2011 (Actual)	Fiscal Billed 2012 (Actual)	Fiscal Billed 2013 (Actual)	Preliminary Billed 2014 (Estimated)
<i>Per Pupil Revenue</i>	6637.41	6308.46	6302.82	6487.79
Dedicated Funds by State Law				
Capital Reserve	0.00	0.00	0.00	0.00
Insurance Reserve	0.00	0.00	0.00	0.00
Fiscal Emergency Contingency Reserve	0.00	0.00	0.00	0.00
Additional Rescission	-74.30	0.00	0.00	0.00
Stabilization funding (no reporting required)	74.30	0.00	0.00	0.00
Rescission backfilled by Edujobs Funds	-193.5	0.00	0.00	0.00
Rescission for Cost of Living Study	0.00	0.00	0.00	0.00
Rescission for School Finance Staff off the top	-2.07	0.00	0.00	0.00
<i>Per Pupil Operating Revenue</i>	6441.84	6308.46	6302.82	6487.79
Central Administrative Overhead	141.16	139.44	140.14	142.69
Sec. 7.2.2 Purchased Services	179.65	177.46	168.16	181.70
<i>Mandatory Dedications----</i>				
District Special Education	360.00	365.00	370.00	370.00
English as a Second Language	100.00	110.00	115.00	115.00

Purchased Services Projected FTE's _____ Cost Per Pupil Total Cost

- 1.
- 2.
- 3.
- 4.
- 5.

Return to John Peery or Dawn Buringa no later than **April 3, 2013.**

District Services Available for Purchase 2013-2014

(Revised 1-18-13)

Administrator _____ School _____

Date _____

Department	Cost	Service	Accept	Deny
Homebound Students	26.00 per hour	-Teacher visits to home of homebound student		
*Student Health— Includes vision and hearing screenings--see note below	80.00 per student	-Consultation for health needs and action plans -Letters to parent i.e. immunizations, disease -Delegation of authority to dispense medications		
*Insurance Reserve	86.76 per student	-Comprehensive general liability—bodily injury, property damage, professional -Property, boiler, machinery -Crime -Litigation defense		
Employee Assistance	55.00 per hour	-Assistance with personal issues of employees with school approval		
Instructional Services	300.00 half day 450.00 full day	Training and instruction for charter school staff		
*Finger Print/ background checks—see note below	55.00-75.00 per employee, paid by employee	-Secure fingerprint cards and oath if required by charters -Interact with CBI and pass information to charter schools -Advice and counsel on background checks		
Property Management	55.00 per hour	-Assistance in locating and acquiring properties -District liaison with government agencies -Review and prepare legal documents -Meet with Boards of Directors regarding property issues		
Acuity Gr.3-8 Diagnostics 9-10	9.45 per child 1.85 per child	Benchmark assessment for CO state standards YPP-online monitoring		

Science 5-8 or YPP Acuity Training	2.12 per child 8.20 per child	program for standards And staff training		
Mount Evans/Windy Peak Outdoor Education Centers	375.00 per child includes transportation	-Outdoor Lab activities for schools who participate		
Warren Tech Option School	25% PPR per ½ day per student per semester 50% PPR per full day per student per semester			
Library Services - Jeffcat	3.00 per FTE	Provides cataloging services for school library resources. Also provides technical and user support for the TLC district library system.		

*Finger Print/Background Checks—Should Charters decide to do their own finger print and background checks, the district will require assurances regarding to meeting the requirements of state law.

*Student Health—Should Charters decide not to access this service, the following assurances must be in place; documentation of appropriate state mandated immunizations for each student, and documentation of compliance with state laws and district policies regarding medications and health action plans.

AGREEMENT FOR USE OF BOND PROCEEDS

THIS AGREEMENT FOR USE OF BOND PROCEEDS (“Agreement”) is entered into this ___ day of _____ 2012, by and between Jefferson County School District R-1(the “District”) and Lincoln Academy Charter School (“Charter”).

BACKGROUND

Charter is an authorized charter school of the District.

The District and Charter have engaged in discussions about the capital construction needs of Charter, and the District has conducted a District-wide assessment of facility needs and deficiencies (the “District Assessment”), including an assessment of facilities owned and occupied by Charter.

The District has taken the necessary steps to submit a ballot question to the eligible electors of the District seeking approval to incur bonded indebtedness at an election to be held on November 6, 2012.

Charter requested that the District consider Charter’s capital construction needs in drafting the ballot question, and the District has done so.

If the ballot question is approved by the eligible electors, the District will use the proceeds of the sale of the bonds, minus the costs associated with submitting the ballot question and selling the bonds, to the eligible electors (the “2012 Bond Proceeds”), to address the priority needs and correct the deficiencies identified during the District Assessment.

In accordance with Colo. Rev. Stat. §§22-30.5-404(5) and (6), the District and Charter agree as follows:

AGREEMENT

1. The facility needs and deficiencies of Charter identified during the District Assessment are listed on Exhibit A.
2. The District will use a portion of the 2012 Bond Proceeds to address the needs and correct the deficiencies listed on Exhibit A (the “Charter Project”). The District design and construction department will be responsible for the management and administration of the Charter Project, and all contracts will be awarded and held by the District. An administration fee of no greater than 6% of the cost of the work will be retained by the District. No portion of the 2012 Bond Proceeds will be used to reimburse Charter for work performed pursuant to contracts entered into by Charter or for work that is not a part of the Charter Project.
3. Investment and interest earnings on the 2012 Bond Proceeds will be used to fund a contingency account that will be allocated to projects as needed in the sole discretion of the District design and construction department. No investment and interest earnings will be

distributed to Charter directly, but funds from the contingency account may be used to complete the Charter Project as needed.

4. If the charter between the District and Charter is revoked or not renewed, or if Charter becomes insolvent and can no longer operate as a charter school, or if Charter otherwise ceases to operate, then in any of those events, following payment of all other debts secured by the Charter Project, ownership of the Charter Project shall automatically revert to the District.

5. Charter will not encumber any portion of the Charter Project with any additional debt without the express written approval of the District. If the District denies approval, the District will provide Charter the reasons for such denial in writing.

JEFFERSON COUNTY SCHOOL DISTRICT R-1

By: _____
Steven H. Bell
Title: _____
Chief Operating Officer

CHARTER
LINCOLN ACADEMY
A Colorado nonprofit corporation

By: _____
Title: _____

EXHIBIT A

Exterior doors, stairs & window replacement-Bldg. A

Emergency & exit light replacement-Bldg. A

HVAC system partial renovation

Employment Agreement for Principal Lincoln Academy Charter School

6980 Pierce St.
Arvada, CO 80003-3646

THIS AGREEMENT is entered into as of the **14th day of March, 2013** between Lincoln Academy Charter School, a Colorado nonprofit corporation and charter school (hereinafter "LA") and **Janelle Johnson** (hereinafter the "Principal").

1. Duties. The Principal shall perform the duties of the Principal of LA as prescribed by the Charter, the job description and the laws of the state of Colorado. The Principal shall have such powers and duties as are delegated to her by the Board of Directors (hereinafter the "Board"). The Principal shall execute all powers and duties in accordance with the policies adopted by the Board and the Charter.

2. Principal Responsibilities. The Principal shall report to the Board. The Principal shall have primary responsibility for executing Board policy in the school. The Principal shall fulfill responsibilities assigned by the Board.

3. Evaluation. The Board will evaluate the Principal in the spring of the year. Board evaluations of the Principal may occur more often as is deemed necessary. The Principal will be evaluated on objectives established by the Board.

4. Performance Objectives/Job Targets. On or before August 1 of each year under this agreement, the Principal and the Board of Directors shall establish performance objectives for review at the August Board meeting. **(See Attachment A)**

5. Work Year. The Principal is required to render 210 working days per year. The Principal will be entitled to **10 days of personal/sick** time during that period. Employee may **roll over** any unused personal/sick time each year, with a **maximum of two years held over**. Departing employee will have the right to all their unused leave time accumulated and will be compensated at the rate of \$100.00 per day.

6. Outside Employment. It is not the intent of LA to limit the potential of the Principal regarding outside work. It is understood that within teaching there may be a number of opportunities for the Principal to take on additional instructional and writing commitments. However, in the best interests of the students of LA, commitments that are within education or directly affect the time constraints or performance as outlined in the Principal Employment Agreement should not be entered into without the following considerations:

a) Type of Commitment The commitment should function to improve the expertise of the Principal engaging in the activity. For instance, the activity may be to write a grant for LA, it may be to write a book from experience gained at LA; it may be to go outside LA and instruct others on Core Knowledge or charter schools, etc.

b) Time Commitment

▪ The commitment should not take away from the time that is required for the Principal to prepare for regular classes, meetings or special events.

- The commitment should not require that time be taken away from regular attendance at LA, unless otherwise approved by the Board.

c) Goals of the Commitment: It is expected that all commitments made by the Principal to outside sources will allow the Principal to continue to support the vision and mission statement of LA.

7. Renewal or Agreement. The Board will review on at least an annual basis whether it wishes to continue the employment relationship with the Principal. Such annual review shall not be interpreted as creating a contract for a specified term and the Principal relationship shall remain at will.

8. Termination of Contract. Should the Principal voluntarily seek employment elsewhere during the term of this contract, she shall inform LA of her intentions to do so.

9. Compensation. Principal shall receive a base salary of **\$77,000** per annum, payable in twelve monthly installments, subject however, to termination before the end of the Effective Period, in which event the Principal shall be paid only through her last date of work. The Principal shall receive such other and additional fringe benefits, if any, as may from time to time be approved by the LA Board.

10. Flex Benefit. A flex benefit package for health, dental, vision and life insurance, up to \$500 per month will be provided to the Principal by LA. The Principal may purchase other benefits from the package at her own expense.

11. At Will Employment. Principal and LA agree that this employment agreement is not an agreement for employment for any minimum term. All Principals at LA are at will Principals. This means that either the Principal or LA may terminate the employment relationship at any time for any reason or no reason. Principal acknowledges and agrees that no representative or agent of LA has any authority to modify the at will status of the employment relationship unless such modification is in writing and specifically approved by the LA Board of Directors.

12. Additional Agreements.

a) That deductions authorized by law or policy shall be made by LA from the monthly installments of the salary due the Principal;

b) That notwithstanding any specification or reference herein, this Agreement is subject to all applicable laws of the federal and state governments and all duly adopted policies, rules and regulations of LA as are in effect at any time during the term of this Agreement. The parties agree that the policies, rules and regulations of LA are in no way contractual and may be amended, suspended or repealed in their entirety by LA at any time in its sole and absolute discretion.

c) That this Agreement and LA's obligations are conditioned upon the approval by LA Board of Directors of all background checks of the Principal.

d) That this Agreement and LA's obligations are conditioned upon LA actually being and remaining in operation for the term of the Agreement.

e) No Principal of LA has employment or other rights with the School district.

13. Complete Agreement. This Agreement (**including Attachment A**) contains the complete agreement between the parties concerning Principal's employment at LA, hereunder, and

supersedes all other agreements (whether oral or written) between the parties with respect to the subject matter hereof. Principal acknowledges and represents that she has not relied upon any representation with respect to the subject matter of this Agreement except as set forth herein and that she has relied upon her own judgment in entering into this Agreement. Principal acknowledges and represents that she has not been induced to enter into this Agreement as a result of any representations by LA, its agents or representatives, regarding the availability of additional employment opportunities at LA. This Agreement shall be interpreted by the laws of the state of Colorado and that jurisdiction for any disputes arising herein shall be held in county or district courts of Jefferson County, Colorado.

14. Representations. LA has relied upon Principal's representations made in the Principal's employment application and interview(s) with regard to the Principal's education and work experience, in offering Principal employment at LA. Principal's representations to LA are a material factor in its' entering into this Agreement.

This agreement shall be in effect commencing, the **15th day of July, 2013**.

Lincoln Academy Board President,
(Doug Neely)

Date

Lincoln Academy Principal,
(Janelle Johnson)

Date



Lincoln Academy Charter School Principal's Job Description

1. Organization and Management
 - a. Supervises the day-to-day operations of the school.
 - b. Monitors the needs of the school program and solves problems promptly.
 - c. Performs other duties as needed to support the everyday functioning of the school.
2. Finance
 - a. Oversees income and expenses and ensures that the school remains within the approved budget.
 - b. Works with the Board to prepare the annual budget each year.
3. Relationship with the Board
 - a. Submits monitoring data as required by the board in a timely, accurate and understandable fashion.
 - b. Implements board policy and decisions.
 - c. Proposes effectual policies and changes as they relate to school operations.
 - d. Keeps board informed of relevant issues concerning the school.
 - e. Performs effectively on various sub-committees when required.
 - f. Follows and promotes the philosophy, vision and mission of the school.
4. Parent Constituency
 - a. Encourages frequent participation (20-hour volunteer time commitment) of parents within the school program.
 - b. Represents the school at parent and community activities as able.
 - c. Is available to meet with parents and other interested people.
 - d. Communicates regularly with the parent community.
5. Instructional Leadership
 - a. Keeps informed about all instructional aspects of the school.
 - b. Stays up to date on the latest political, educational, and cultural issues affecting the school.
 - c. Encourages the professional growth of the faculty through in-services, workshops, conferences, class visitations, etc.
 - d. Oversees discipline policy administration.
 - e. Ensures the use of established curriculum implementing the Core Knowledge Sequence®, the synthetic, systematic phonics program (Open Court) and the incremental math program (Saxon Math for K-5; Glencoe for 6-8).
 - f. Oversees scheduling
6. Faculty-Administration Relations
 - a. Interviews, hires, and terminates staff as needed.
 - b. Works to organize and execute a plan for staff evaluation, improvement, recognition and assignments.

- c. Keeps faculty and staff informed of all pertinent information regarding school business and plans.
 - d. Monitors faculty/staff morale and helps develop positive relations among faculty/staff.
 - e. Works out job descriptions/evaluation procedures for staff.
 - f. Makes regular, informal visits to each classroom.
7. Professional and Personal
- a. Understands the principal is the public face of Lincoln Academy.
 - b. Pursues personal and professional development.
 - c. Maintains high standards of personal ethics and guidelines.
 - d. Sets a high professional example for staff.
8. Marketing/Public Relations
- a. Encourages and coordinates enrollment of new and existing students in the spring.
 - b. Fosters and maintains proper relations with other schools, local businesses and Jefferson County School District (the authorizer).
 - c. Participates in relevant district training and meetings.
9. Revenue Generation
- a. Works to find alternative revenue streams that may be available to the school.
 - b. Oversees the use of any incoming money through the budget process.