

Lincoln Academy Board of Directors

Minutes for Regular Board Meeting, June 14, 2021 @ 6:30 p.m.
Lincoln Academy Charter School, 7180 Oak Street, Arvada, CO



Microsoft Team Online Meeting Platform Information

Link: [Here](#)

- To comply with **current school considerations** the Lincoln Academy Board of Directors and other necessary personnel may attend in person. Everyone in attendance must follow all posted health and safety precautions. This will be reassessed prior to the August 2021 Board meeting. The Board no longer has access to a large Zoom Platform, thus the Web
- For **Public Comment** you must sign up by 6:00 p.m. on the day of the meeting. (Sign up link available [here](#)). Public Comment will be facilitated through Microsoft Team's Online Meeting Platform.

Mission & Vision

Our mission is to help students attain their highest social and academic potential through an academically rigorous, content-rich education in a safe, orderly, and caring environment.

Our vision is to prepare all students for their future endeavors by providing a comprehensive Core Knowledge Education.

Meeting Minutes

I. Preliminaries

- a. Call to order at 6:39 p.m.
- b. Roll Call
 - i. Present: Stephanie Trowbridge (President), Micah Gilbreath (Vice President), Jeff Baucum (Treasure), Lacy Cleveland (Secretary), Doug Neely (Community Member, Governance Committee), Sarah Wasinger (SAC Committee), David Schoenhals (Executive Director beginning 7-1-2021), Janelle Johnson (School Principal)
 - ii. Amber Bilby resigned, due to time constraints. Thank you for your two years of service.
 - iii. Staff: 3
 - iv. Guest: 4
- c. Reading of [Mission and Vision](#).
- d. Welcome Guest
- e. Public Comment (President Stephanie Trowbridge)

II. Consent Agenda

- a. Agenda for June 14 Regular Meeting
- b. Approval of Minutes – May 10 Regular Meeting
- c. Approval of Minutes - May 10 New Board Meeting
- d. Lease Appropriation Agreement

- III. Report from Lincoln Academy Staff (No Report)
- IV. [Principal Report](#) (Principal Janelle Johnson, Guest: Dean of Students, Ryan Younkerman)
 - i. Principal Janelle Johnson reported on
 - 1. Enrollment for 2021-22 (waitlist, students leaving, class size)
 - 2. READ Plan Data and K-3 Students Access to Amplify over summer was discussed.
 - 3. Spring MAP data was reported and discussed.
 - ii. Dean of Students, Ryan Younkerman reported on Suspension Data.

V. [Committee Reports](#)

- a. Executive (President Stephanie Trowbridge)
- b. Governance (Doug Neely)
 - i. **Motion 7-6-14: I move that the Board approves the changes to Board Policy to reflect the change in leadership and numbering of policy items, as submitted.**

The Board Policies have been updated to replace “Principal” with “Executive Director”. I have also numbered the items in the policy (to make referencing them easier and adding items to the policy clearer) and added a table of contents.

- 1. Motion by Doug Neely, 2nd by Jeff Baucum
- 2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
- 3. Motion is Passed, 6-0

- ii. **Motion 8-6-14: I move that the Board approve the changes to the By-laws to reflect the change in leadership and committee name, as submitted.**

The By-laws have been modified to replace “Principal” with “Executive Director”. To approve any by-law changes, it requires a 2/3s vote. (The By-Law changes also are required to be posted for 10 days prior to any vote. They were posted on 5/21/2021.) If the by-laws are changed, we are required under our charter contract to submit the updated by-laws to Jeffco within 10 days.

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- 3. Motion is Passed, 6-0

- iii. **Motion 9-6-14: I move that the Board approves the retention policy as submitted and adds this to official board policy as 5.1.1 titled “Records Retention Policy” and 5.1.1 (1) “Former Board Member Document Retention” under a new section 5 “Business Procedures” and 5.1 “Open Meetings and Record Compliance”.**

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- 2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
- 3. Motion is Passed 6-0

- iv. **Motion 10-6-14: I move that the Board sets deadlines for when meeting related items are sent to board members and posted, as submitted, and adds this to official board policy as 4.1.9 titled “Board Meeting Deadlines”.**
 - 1. Motion by Doug Neely, 2nd by Lacy Cleveland
 - 2. Stephanie Trowbridge moved to table the motion. Micah 2nd to table the motion.
 - 3. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y/N), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
 - 4. Motion is Tabled, Passed 6-0
- c. School Accountability (Sarah Wasinger; No report)
- d. Facilities (Micah Gilbreath)
 - i. **Motion 11-6-14: Motion to approve the base bid fee of \$145,000 provided by Whitney Mechanical Company, Inc. not to exceed \$160,000 for the mechanical boiler system installation in the southwest corner of the main building.**
 - 1. Motion by Micah Gilbreath; 2nd by Stephanie Trowbridge
 - 2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
 - 3. Motion is Passed, 6-0
 - ii. **Motion 12-6-14: Motion to accept the City of Arvada’s counteroffer of \$625,000 and the MOA topic list agreed upon with Lincoln Academy’s Board of Directors and the City of Arvada, excluding any material changes. The final legal documentation and signature to be coordinated by Board President and Facilities Chair.**
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 - 2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
 - 3. Motion is Passed, 6-0
 - iii. **Motion 13-6-14: I move to appoint Micah Gilbreath as the Board representative to the Lincoln Academy Building Corporation and the Lincoln Academy Property Corporation. In addition, remove Jeff Baucum as the Board Representative from the Lincoln Academy Building Corporation and Phil Courtney as the Board representative from the Property Corporation.**
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 - 2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
 - 3. Motion is Passed, 6-0
 - 4. Doug has notified the LA Board that he is no longer a Board Representative on the Building Corp.
- e. Finance (Treasurer Jeff Baucum)
 - i. **Motion 14-6-14: Motion to approve the 2020-21 budget as presented to the BoD including a Contingency Reserve Appropriation of \$11,476,319 to be in compliance with C.R.S. 22-44-16.**
 - 1. Motion by Jeff Baucum; 2nd by Lacy
 - 2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
 - 3. Motion is Passed, 6-0.

ii. **Motion 15-6-14: Motion to appropriate Revenue adjustments for PPR & Capital Construction and related District Fee increases to the 2021-22 budget as presented to the BoD.**

1. Motion by Jeff Baucum; 2nd by Micah Gilbreath
2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
3. Motion is Passed, 6-0.

iii. **Motion 16-6-14: Motion to Appropriate Salary and Employee Benefits of \$180,000 for four additional positions to be added to the 2021-22 budget.**

1. Motion by Jeff Baucum; 2nd by Lacy Cleveland
2. Stephanie Trowbridge abstained and removed herself from the LA Board meeting, due to a conflict of interest (spouse serves as counselor).
3. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (abstained), Sarah Wasinger (Y)
4. Motion is Passed, 5-0, 1 abstained.
5. Stephanie Trowbridge returns to meeting.

f. Development (no report)

VI. Unfinished Business

a. Calendar Change Proposal

i. **Motion 17-6-14: Stephanie Trowbridge moves to approve the proposed calendar changes for the 2021-2022 calendar. April 29th will change to a PreK-4 Assessment Day where students would attend school by appointment only.**

1. Motion by Stephanie Trowbridge; 2nd by Jeff Baucum.
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VII. New Business

a. Executive Director On-Boarding Report (David Schoenhals)

- i. David Schoenhals has met with 63 staff and board members, discussing Lincoln's Greatest strengths, challenges, and hopes.
- ii. David Schoenhals hopes to survey families in July.

b. Signing Board Code of Conduct

c. Remote Board Meeting Access

- i. We know longer have access to the district Zoom.
- ii. On June 14, 2021 the LA BoD used Microsoft Teams.
- iii. Public (families and staff) can attend in person or remotely.
- iv. We strongly encourage that those wishing to make Public Comment attend in person, but there will be information to request for remote.

d. Regular Board Meeting Recording Process

i. **Motion 18-6-14: I move that the Board approves adding to Board Policy under 5.1.2 "Open Meeting Compliance" as paragraph (1) that recordings of Board of Director meetings be posted online for a minimum of 90 days.**

1. Motion by Lacy; 2nd by Stephanie Trowbridge
2. Votes: Jeff Baucum (Y), Lacy Cleveland (Y), Micah Gilbreath (Y), Doug Neely (Y), Stephanie Trowbridge (Y), Sarah Wasinger (Y)
3. Motion is Passed, 6-0.

VIII. Board Training

- a. Review of 2021-2022 Training Plan, board members will discuss three modules per month

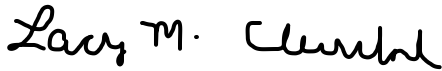
IX. Announcements

- a. Upcoming Board Action Items
 - i. COVID update regarding returning to school and district requirements
 - ii. Review of Conflict of Interest
 - iii. Review of Roles
- b. Bios for Board Page (Lacy Cleveland)
- c. Next Board Meeting - August 9, 2021 @ 6:30 p.m. in Lincoln Academy Student Center
- d. Board All Day Workshop - Tentative August 28, 2021

X. Adjourn

- a. Meeting adjourned at 10:21 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Lacy M. Cleveland". The signature is written in a cursive, flowing style.

Lacy M. Cleveland

Secretary

Lincoln Academy Board of Directors

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d. Board All Day Workshop - Tentative August 28, 2021

X. Adjourn

a. Meeting adjourned at 10:21 p.m.

Respectfully submitted,

Lacy M. Cleveland

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Secretary

Lincoln Academy Board of Directors

AMENDED AND RESTATED LEASE AGREEMENT

This AMENDED AND RESTATED LEASE AGREEMENT is entered into by and between LINCOLN ACADEMY PROPERTY CORPORATION, a Colorado nonprofit corporation, as lessor hereunder (the “Lessor”), and LINCOLN ACADEMY CHARTER SCHOOL, a Colorado nonprofit corporation, as lessee hereunder (the “Lessee”).

W I T N E S S E T H:

WHEREAS on September 13, 2010, Lessor acquired the property described in Exhibit A (the “Leased Property”); and

WHEREAS in accordance with that certain Loan Agreement dated October 30, 2016, by and between Lessor and Charter Schools Development Corporation (“CSDC”), CSDC loaned to \$1,350,000 to Lessor for the acquisition of certain modular classrooms, installation of such classrooms on the Leased Property, and the construction and installation of improvements and utilities necessary for the modulares; and

WHEREAS in connection with the loan from CSDC to Lessor, Lessor and Lessee entered into that certain Lease Agreement dated October 30, 2016 (the “Original Lease Agreement”); and

WHEREAS Lessor has paid the CSDC loan in full and now owns the Leased Property free and clear of any deed of trust; and

WHEREAS Lessee was the source of all funds used by Lessor to acquire and improve the Leased Property, and Lessor has acted as an instrumentality of Lessee in holding and improving the Leased Property since September 13, 2010; and

WHEREAS Lessor and Lessee desire to amend and restate the Original Lease Agreement as provided herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend and restate the Original Lease Agreement as follows:

ARTICLE II - DEMISING CLAUSE

Lessor demises and leases the Leased Property to Lessee and Lessee leases the Leased Property from Lessor, in accordance with the provisions of this Lease to have and to hold for the Lease Term.

ARTICLE III - LEASE TERM

The Lease Term commenced on October 30, 2016. Unless sooner terminated as provided herein, this Lease shall terminate on October 29, 2066.

ARTICLE IV - ENJOYMENT OF LEASED PROPERTY

Lessor hereby covenants that Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from Lessor. Lessor shall not interfere with the quiet use and enjoyment of the Leased Property by Lessee during the Lease Term so long as the Lease Term shall be in effect. Lessor shall, at the request of Lessee and at the cost of Lessee, join and cooperate fully in any legal action in which Lessee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, Lessee may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the expense of Lessee) by Lessor in any action affecting its liabilities hereunder.

ARTICLE V - PAYMENTS BY LESSEE

Section 5.1 Base Rentals. Lessor acknowledges receipt from Lessor as rent and payment hereunder, in full, an up-front payment in the lump-sum amount of TEN Dollars (\$10.00) and other good and valuable consideration for all Base Rent accruing from the date hereof through the end of the Lease Term.

Section 5.2 Additional Rentals. In addition to the Base Rentals provided for in Section 5.1, Lessee shall also pay the all costs and expenses of operation, maintenance, replacement, repairs, renovations, and improvements of and to the Leased Property.

Section 5.3 Nonappropriation. In the event that Lessee's board of directors shall not budget and appropriate on or before June 30 of each year, moneys sufficient to pay reasonably estimated amounts coming due for the next ensuing fiscal year (July 1 to the following June 30), an Event of Nonappropriation shall be deemed to have occurred. If an Event of Nonappropriation occurs, Lessee shall not be obligated to make payment of the amount provided for herein which accrues after the fiscal year during which such Event of Nonappropriation occurs. Lessee shall in all events vacate the Leased Property within 60 days after the end of the fiscal year in which an Event of Nonappropriation occurs.

ARTICLE VI MAINTENANCE, TAXES, INSURANCE AND OTHER CHARGES

Section 6.1 Maintenance of the Leased Property by Lessee. Lessee agrees that, at all times during the Lease Term, Lessee will maintain, preserve and keep the Leased Property or cause the Leased Property to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition.

Section 6.2 Modification of the Leased Property. Lessee shall have the privilege of making substitutions, additions, modifications and improvements to the Leased Property as it sees fit in its sole discretion.

Section 6.3 Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property, or any portion thereof shall, for any reason be deemed subject to taxation assessments or charges lawfully made by any governmental body, Lessee shall, during the Lease Term, pay the amount of all such taxes, assessments and governmental charges then due as Additional Rentals.

Section 6.4 Casualty, Public Liability and Property Damage Insurance. Lessee shall cause the Leased Property to be insured in an amount commensurate with its obligations under its Charter Contract with Jefferson County School District R1.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

If, during the Lease Term (i) the Leased Property shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of, the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental authority, Lessee shall be entitled to 100% of all insurance proceeds or payments from such governmental authority as the case may be.

ARTICLE XIII CONVEYANCE OF THE REAL ESTATE AND MODULARS

Section 8.1 Conveyance. Lessor shall transfer and convey to or at the direction of Lessee its interest in the Leased Property in the manner provided for in Section 8.2 of this Lease upon the earlier to occur of the following:

(a) Lessor's receipt of notice from Lessee that it has elected to terminate the Lease Term and purchase the Leased Property. The purchase price for any such purchase shall be the sum of TEN and 00/100 dollars (\$10.00).

(b) October 29, 2066.

Section 8.2 Manner of Conveyance. At the closing of any purchase or other conveyance of the Leased Property pursuant to Section 8.1 of this Lease, Lessor shall execute and deliver to Lessee all necessary documents assigning, transferring and conveying good and marketable title to the Leased Property and all improvements thereon, as the Leased Property then exists.

ARTICLE IX -ASSIGNMENT, LEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.1 Assignment and Leasing by Lessee. This Lease may be assigned by Lessee for any reason in its sole discretion. The Leased Property may also be subleased, as a whole or in part, by Lessee, without the necessity of obtaining the consent of Lessor.

Section 9.2 Restrictions on Mortgage or Sale. Lessor agrees that it will not sell, assign, transfer or convey the Leased Property or any portion thereof during the Lease Term. Further,

Lessor shall not directly or indirectly grant, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, security interest in, or claim on or with respect to the Leased Property.

ARTICLE X - MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be deemed effective upon (a) personal delivery, (b) one business day after deposit with any nationally recognized overnight carrier that routinely issues receipts, or (c) three business days after deposit in the United States mail by certified mail, return receipt requested, addressed as follows:

If to Lessor, at:

7180 Oak Street,
Arvada, CO 80003
Attn: Property Corporation President

If to Lessee at:

7180 Oak Street,
Arvada, CO 80003
Attn: Lincoln Academy Board President

Either party may change such party's address for notices by giving notice to the other party.

Section 10.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 10.3 Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may not be effectively amended, changed, modified or altered without the written consent of both parties.

Section 10.4 Net Lease. This Lease shall be deemed and construed to be a "net lease," and Lessee shall pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals, all other payments required hereunder, and all operating and other costs of the Leased Property during the Lease Term free of any deductions, and without abatement, deduction or setoff.

Section 10.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, does not fall on a business day, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the nominal date provided in this Lease.

Section 10.6 Severability. In the event that any provisions of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 10.7 Execution in Counterparts. This Lease may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 10.8 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado without reference to conflicts of law principles.

Section 10.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 10.10 Recording. This Lease shall be recorded in the official records for Jefferson County, Colorado.

Section 10.11 Payments to Constitute Currently Appropriated Expenditures. Lessee's obligations under this shall not constitute or give rise to a general obligation debt or indebtedness. Lessee's obligations to pay any amounts under this Lease shall not constitute a mandatory charge against or liability or obligation of Lessee to pay any amounts in excess of amounts appropriated for any fiscal year beyond the fiscal year for which such appropriation has been made. No provision of this Lease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of Lessee with the meaning of Article X, Section 20(4) of the Colorado Constitution or any other statutory provision or limitation.

Section .10.12 No Liability of Charter Authorizer. Lessor acknowledges and understands that Lessee is authorized through operated under the auspices of Jefferson County School District R1 pursuant to the terms of a Charter School Contract. Lessor acknowledges that Lessee is not an agent of its charter authorizer, and the obligations of Lessee hereunder are solely the obligations of Lessee and shall not in any way be interpreted or deemed to be obligations of charter authorizer. Accordingly, Lessor expressly releases the charter authorizer from any and all liability under this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[SIGNATURE PAGE FOLLOW]

LINCOLN ACADEMY PROPERTY CORPORATION

By: _____

Name: _____

Title: _____

LINCOLN ACADEMY CHARTER SCHOOL

By: _____

Name: _____

Title: _____

EXHIBIT A

PARCEL ONE (7100 NEWMAN ST / APN: 39-041-00-025)

That part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4 Township 3 South, Range 69 West of the 6th P.M., more particularly described as follows:

Beginning at the Southwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 4; Thence North 0 Degrees 34 Minutes 44 Seconds West 120 feet;

Thence North 89 Degrees 54 Minutes 20 Seconds East 661.05 feet to the North-South centerline of said Northeast $\frac{1}{4}$;

Thence South 0 Degrees 36 Minutes 24 Seconds East 323.34 feet to a point which is 120 feet North of the East-West centerline of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 4;

Thence South 89 Degrees 57 Minutes 24 Seconds West 661.21 feet to the North-South centerline of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;

Thence North 0 Degrees 34 Minutes 44 Seconds West 202.75 feet to the Point of Beginning, EXCEPT the West 30 feet AND EXCEPT the South 160 feet,

County of Jefferson, State of Colorado.

PARCEL TWO

An easement for ingress and egress over a portion of the land described at Reception No. 86140826, being a portion of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 3 South, Range 69 West of the 6th P.M., more particularly described as follows:

Beginning at the Southwest corner of said land;

Thence East along the Southerly line of said land a distance of 60 feet;

Thence North and parallel to the Westerly line of said land a distance of 60 feet;

Thence West and parallel to the Southerly line of said land a distance of 30 feet;

Thence North and parallel to the Westerly line of said land to a point on the Southerly right of Way of W. 72nd Avenue;

Thence West along said Southerly right of way line a distance of 30 feet, more or less, to the Northwest corner of said land;

Thence South along the Westerly line of said land to the Point of Beginning,

County of Jefferson, State of Colorado.

Together with all rights to that domestic well located on the premises, Well Permit #10756;

Together with 1.25" of scheduled water rights in the Farmers Highline Canal & Ditch Company.

Lincoln Academy

Principal's Report to the Board

June 2021



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

COVID Response Update

- We made it to the end of the school year without having to quarantine any more classes
- A total of 16 classes had to be quarantined throughout the year
- For students and staff that did not have to quarantine we were in school 152 out of 175 days (23 days distance learning)
- 34 students tested positive for COVID during the school year - 4.7% of our total student population
- 12 staff members tested positive for COVID
- We will continue to watch what is published by the Jefferson County Public Health recommendations for schools in the fall

Projected Student Enrollment for 2021-2022

Grade	Number Currently Enrolled 2020-21	Projected Class Size for 2021-22	Number Currently Enrolled for 2021-22	Total Number of Open Enrollment Applications Received through 6-4-2021
K	78	88	88	182
1	84	88	87	37
2	80	84	84	32
3	80	84	84	23
4	83	84	85	23
5	81	84	86	23
6	84	84	86	42
7	79	84	85	26
8	77	75	74	14
Totals	726	755	759	402

- Our waitlist numbers increased by 22 applicants since my report
- We have two families that have chosen Jeffco's virtual option for next year (4 total students)

- Our enrollment secretary will continue to monitor waitlists and class enrollment over the summer, however, there will not be much movement again until the beginning of August.

Suspension Data

Year	# of Suspensions	% of Suspensions based on student enrollment	# of Incidents	# of Individual Students Suspended	% of students Suspended based on student enrollment	Greatest # of suspensions for 1 student	Greatest # of school days missed due to suspension	Police Contact
2020-21	12	1.7%	7	10	1.4%	2	3	0
2019-20*	31	4.1%	-	24	3.1%	5	3	0
2018-19	31	4.2%	-	24	3.2%	4	3	0

Year	In School	Out of School	Males	Females	Non Caucasian	Caucasian	Grades K-2	Grades 3-5	MS
2020-21	1	11	9	3	1	11	0	1	11
2019-20*	5	26	16	8	8	16	2	8	14
2018-19	16	15	16	8	7	17	2	8	14

*Data collection ended March 13, 2020 due to transitioning to remote learning

Reasons Students have been Suspended

- Detrimental Behavior
- Intimidation/Bullying of another student
- Hazing, harassment of another student
- Behavior off school property (remote student using technology inappropriately)

Students Repeating Grade

Year	# of Students in Full Day Kindergarten	# of Students in ½ Day Kindergarten	# of Students in 1st Grade	Total # of students repeating a grade
2020-2021	5	1	1	7
2019-2020	0	1	1	2
2018-2019	3	5	0	8
2017-18	0	0	4	4

READ Plan Data

As required by the Colorado READ ACT, K-3 students are assessed through three benchmark tests at the beginning of the year, middle of the year, and end of year. Through these assessments, if a child is not reading at grade level and shows a reading deficiency, the student is placed on a READ Plan. These READ Plans are implemented for the purpose of supporting the student in meeting grade level expectations in reading. The plan guides instruction/intervention and will track the monitoring of student progress toward meeting specified goals. The plan will continue until a variety of assessment data indicates that the student consistently meets grade level expectations in reading. READ Plans are separate from the special education process although a student could have an Individual Education Plan (IEP) and a READ Plan. The teacher, parent/guardian and principal have to sign the documentation for initiating a READ Plan.

Grade Level	2019-2020	2020-20201
K	2	9
1st	18	21
2nd	17	17
3rd	9	21
4th	10	8
5th	6	10
6th	13	5
7th	10	11
8th	1	4
Student Totals	86	106
% of total student enrollment	11.3%	14.6%

- 4 out of the 9 Kinder read plans are repeating kindergarten

Summer Reading Program for K-3 students

Each parent received their child's READ progress report with their child's report card. The READ report outlines the student's progress in four levels; blue, green, yellow, and red. Students achieving yellow and red status need strategic and intensive support. While this summer program will be especially helpful for students on the red and yellow level, we know it is beneficial for all students K-3 to have the opportunity to improve their reading skills. Even students scoring green or on grade level can benefit from reading practice over the summer to prevent "summer slide." Therefore, we chose to send home the [summer reading letter](#) to all K-3 families.

Each student received a specialized log-in code to use the Amplify Reading on-line program. This program is dynamic meaning it adjusts to the individual student's needs. The student chooses activities

that focus on differentiated, targeted reading skills and the games adjust in difficulty as he/she plays and progresses. The K-3 team is encouraging families to have their child spend 15-20 minutes using this program 3-5 times a week.

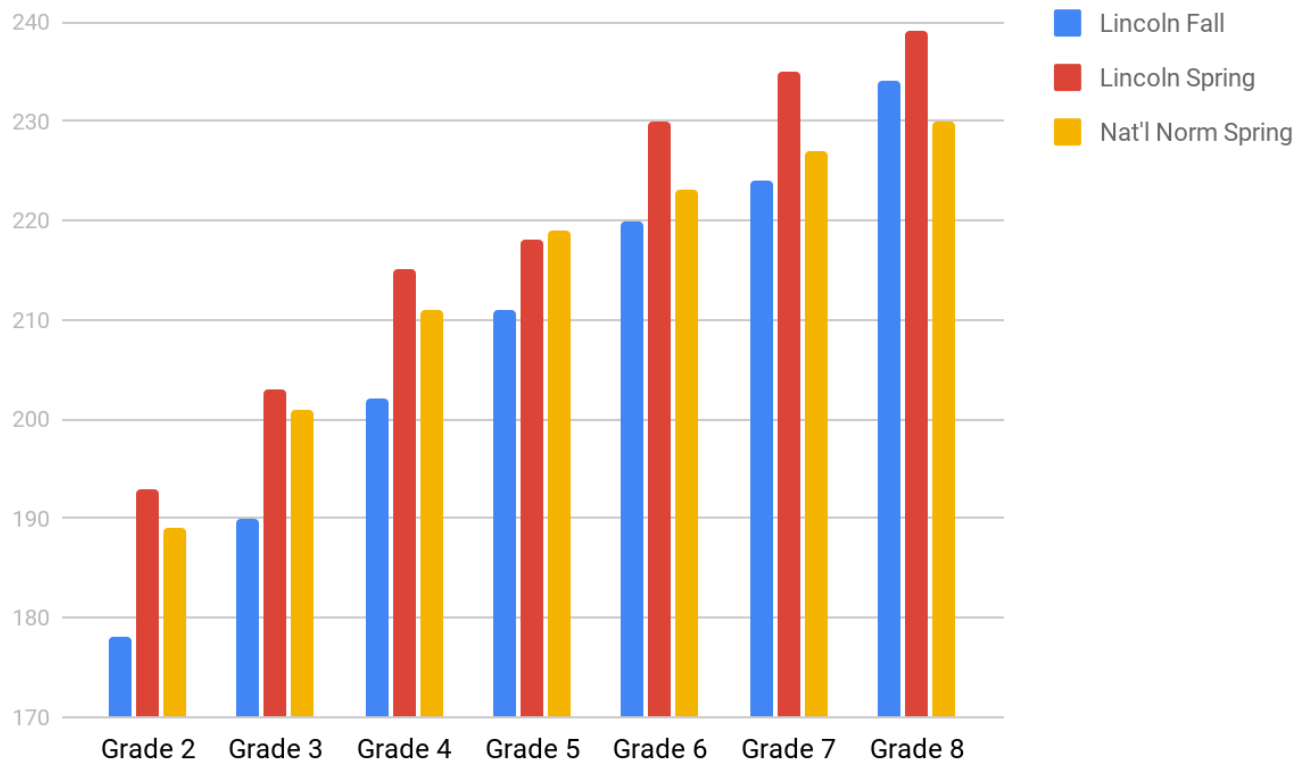
Additionally, families could sign up for the Jeffco Summer Elementary Learning program. This summer learning takes place from June 7-July 16 and focuses on reading and writing. We have 12 Lincoln students that will be participating in this free program.

MAP Spring Growth Results

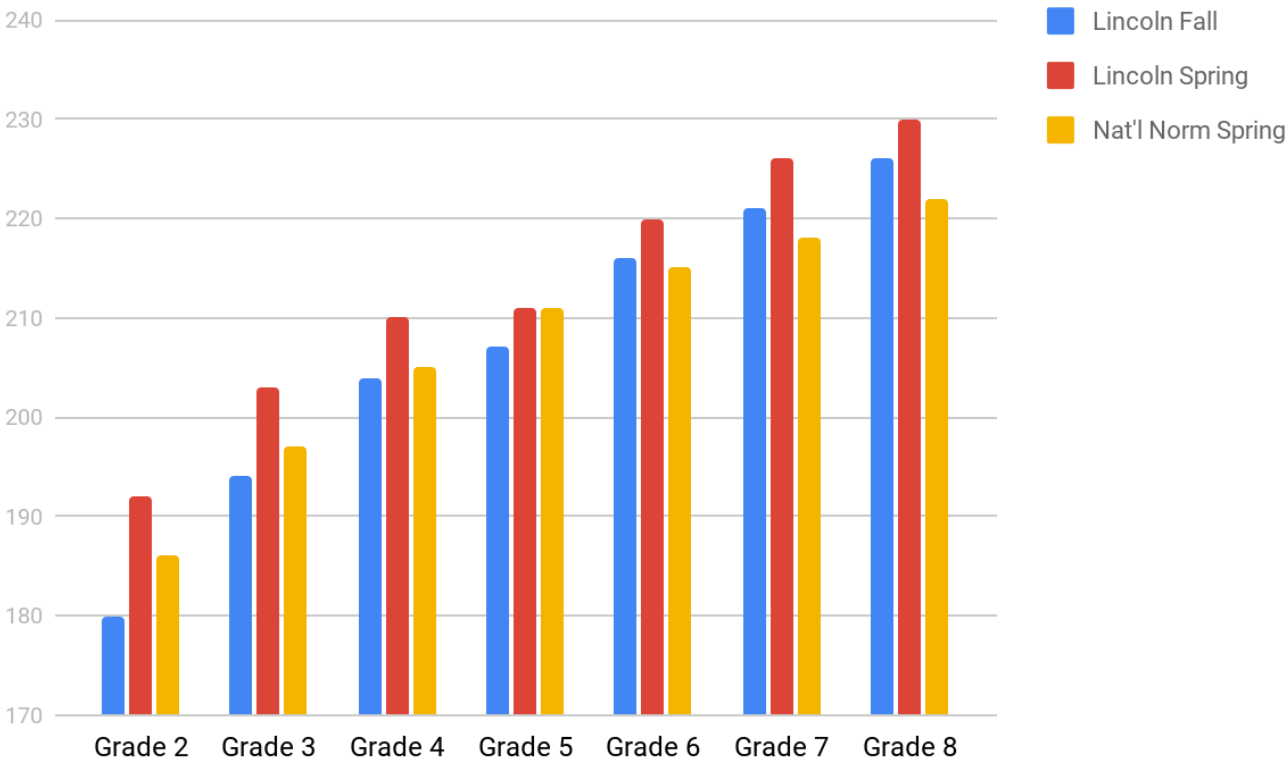
Please see the [Student MAP Growth Summary Report](#) in the June 2021 meeting agendas/minutes board folder for a detail view of the student growth from fall to spring on MAP data.

- According to the Lincoln Academy's Board of Directors' Strategic Plan dated 2019-2020 the goal set for student academic growth is for grade levels to be at the **54th percentile** for student median conditional growth.
 - **MATH** - All grade levels except 3rd and 8th achieved the goal of reaching the 54th percentile in the student median conditional growth. 4th grade reached an impressive 70th growth percentile. 2nd, 6th, & 7th grade showed growth above the 60th percentile. These growth numbers fulfill LA's strategic goals for the 3-year target of maintaining overall growth of 55 percentile-60th percentile.
 - **READING** - Reading conditional growth scores were not as high as math. 7th grade was the only grade level that achieved a growth score over the 54th percentile. 4th and 8th grade were at the 50th percentile or above.

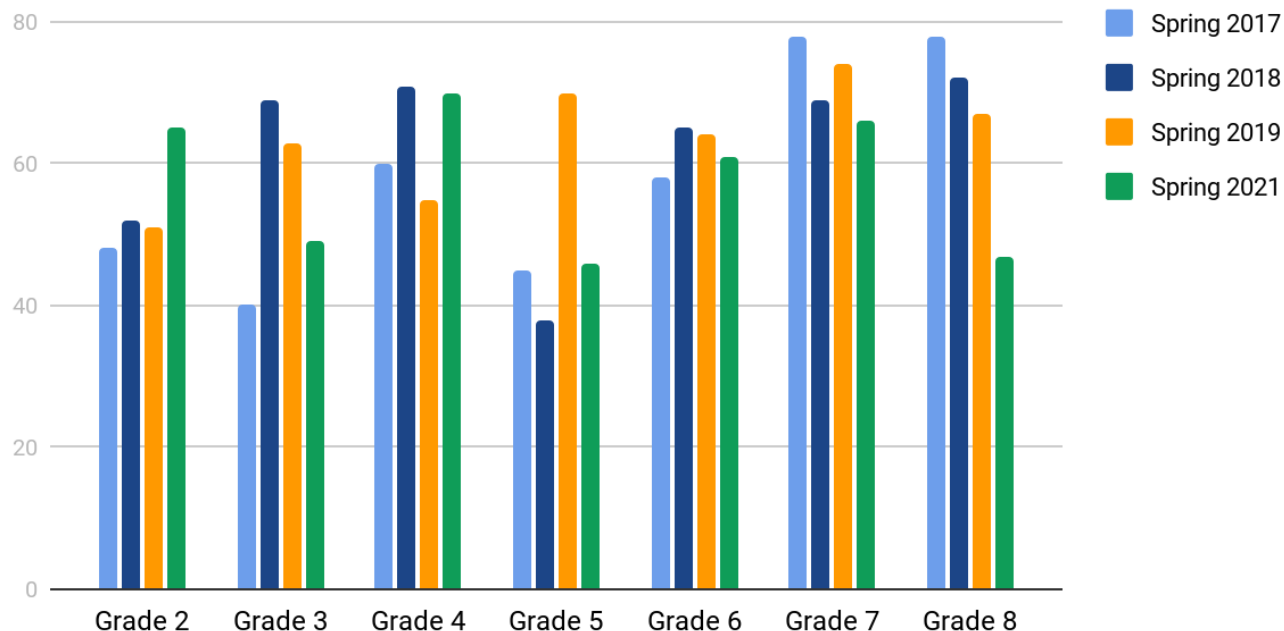
Beginning Of Year & End Of Year 2020 MAP Math RIT Scores



Beginning Of Year & End Of Year 2020 MAP Reading RIT Scores

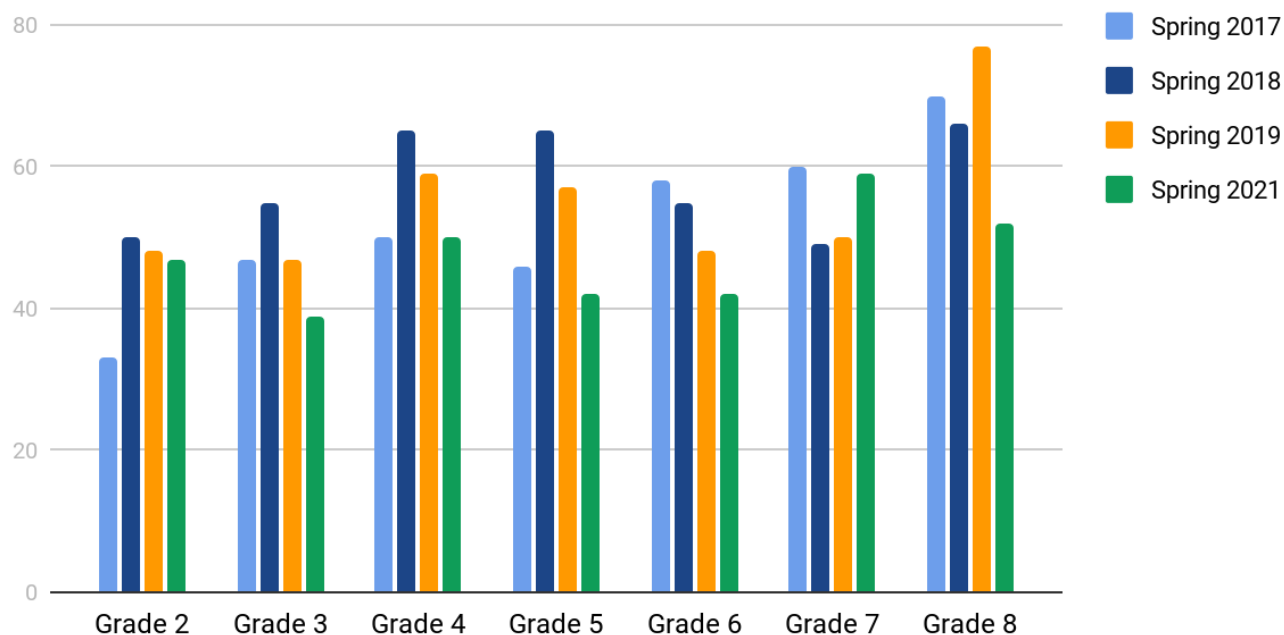


MAP MATH Student Growth Summary Report Year to Year Comparison (Student Median Conditional Growth Percentile)



*No 2020 data as MAP tests were not administered in the spring during all distance learning.

MAP READING Student Growth Summary Report Year to Year Comparison (Student Median Conditional Growth Percentile)



*No 2020 data as MAP tests were not administered in the spring during all distance learning.

Legislative Update

- Defeat of **HB1295**
 - This very harmful bill would have changed the game for charter schools in Colorado. It would have made it virtually impossible for charter schools to ever overturn negative district decisions against them, and as such, the Colorado League of Charter Schools spearheaded a very strong advocacy push against it. This resulted in the bill **being defeated** with a bipartisan 5-4 vote against it in the House Education Committee on Thursday, May 27. Thank you to everyone who sent an email in opposition to this bill. Over 50,000 emails were sent.



Student Growth Summary Report

Aggregate by School

Term: Spring 2020-2021
District: Jeffco Public Schools

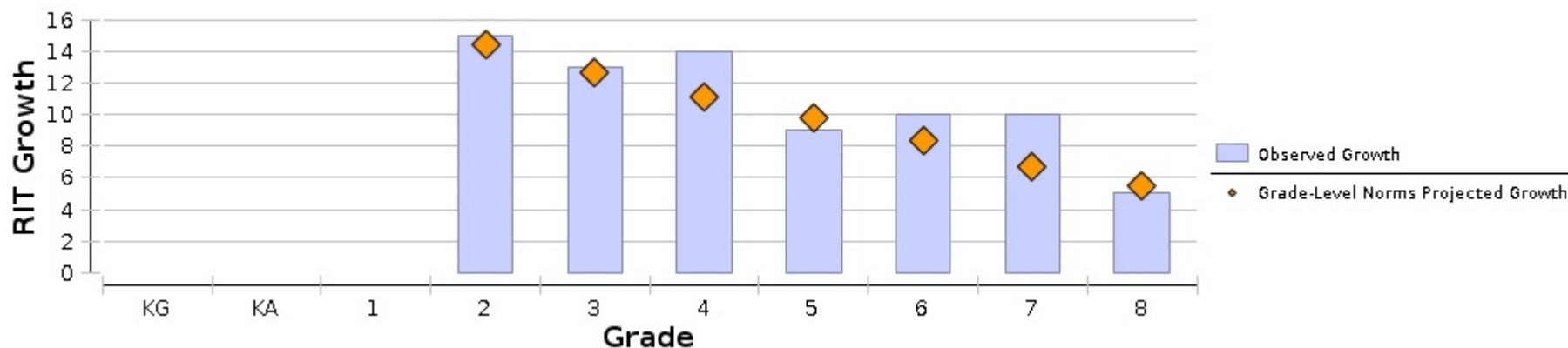
Norms Reference Data: 2020 Norms.
Growth Comparison Period: Fall 2020 - Spring 2021
Weeks of Instruction: Start - 4 (Fall 2020)
End - 32 (Spring 2021)
Grouping: None
Small Group Display: No

Lincoln Academy

Math: Math K-12

		Comparison Periods								Growth Evaluated Against						
		Fall 2020			Spring 2021			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2021)	Growth Count‡	Mean RIT	SD	Percentile	Mean RIT	SD	Percentile	Observed Growth	Observed Growth SE	Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile	Count with Projection	Count Met Projection	Percent Met Projection	Student Median Conditional Growth Percentile
KG	0	**			**			**					**			
KA	0	**			**			**					**			
1	0	**			**			**					**			
2	80	177.8	12.6	68	193.2	12.3	73	15	0.9	14.4	0.44	67	80	53	66	65
3	78	189.8	10.3	59	202.8	12.1	60	13	0.9	12.7	0.16	56	78	41	53	49
4	81	201.8	11.6	63	215.2	12.3	74	14	1.0	11.1	1.16	88	81	50	62	70
5	81	210.6	11.4	58	219.6	13.2	54	9	0.7	9.8	-0.32	37	81	39	48	46
6	84	219.5	10.3	73	229.6	13.1	78	10	0.7	8.4	0.77	78	84	54	64	61
7	75	224.6	13.2	69	234.8	15.0	81	10	0.7	6.7	1.70	96	75	53	71	66
8	70	233.7	16.2	82	238.4	17.4	79	5	0.8	5.5	-0.34	37	70	35	50	47

Math: Math K-12



Explanatory Notes

** Calculations not provided because students have no MAP results in at least one of the terms. The Growth Count is zero.

‡Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.

Student Growth Summary Report

Aggregate by School

Term: Spring 2020-2021
District: Jeffco Public Schools

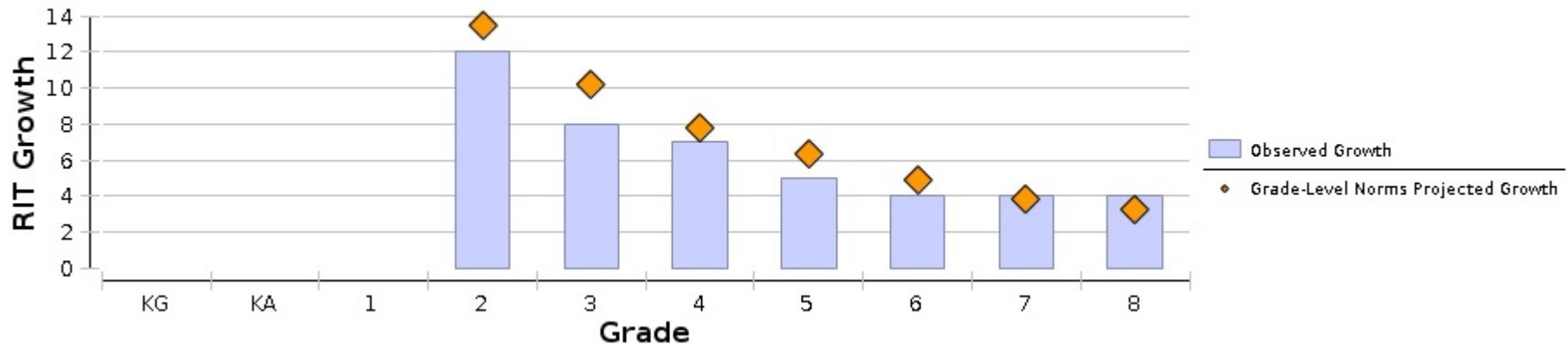
Norms Reference Data: 2020 Norms.
Growth Comparison Period: Fall 2020 - Spring 2021
Weeks of Instruction: Start - 4 (Fall 2020)
End - 32 (Spring 2021)
Grouping: None
Small Group Display: No

Lincoln Academy

Language Arts: Reading

		Comparison Periods								Growth Evaluated Against						
		Fall 2020			Spring 2021			Growth		Grade-Level Norms			Student Norms			
Grade (Spring 2021)	Growth Count‡	Mean RIT	SD	Percentile	Mean RIT	SD	Percentile	Observed Growth	Observed Growth SE	Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile	Count with Projection	Count Met Projection	Percent Met Projection	Student Median Conditional Growth Percentile
KG	0	**			**			**					**			
KA	0	**			**			**					**			
1	0	**			**			**					**			
2	79	179.7	18.5	87	192.1	17.0	82	12	1.3	13.4	-0.41	34	79	39	49	47
3	79	194.3	14.2	86	202.4	14.7	77	8	1.1	10.2	-0.97	16	79	33	42	39
4	81	203.5	13.1	83	210.3	12.6	78	7	0.9	7.8	-0.47	32	81	43	53	50
5	81	206.8	16.0	63	211.3	14.2	52	5	0.9	6.4	-0.95	17	81	32	40	42
6	84	215.8	11.3	78	219.6	10.1	73	4	0.8	4.9	-0.61	27	84	37	44	42
7	75	221.4	12.8	84	225.6	10.6	84	4	0.9	3.8	0.20	58	75	45	60	59
8	69	225.8	14.7	84	229.9	12.0	86	4	0.9	3.3	0.42	66	69	39	57	52

Language Arts: Reading



Explanatory Notes

** Calculations not provided because students have no MAP results in at least one of the terms. The Growth Count is zero.

‡Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.

Executive Team Report - June 2021

Stephanie Trowbridge, President

1. Executive Director Check-In

Stephanie and Micah had a discussion with David about his progress with individual staff meetings, plans for finance and facility/operations orientations and overall organizational chart. We encouraged his engagement early with the PTO Board in preparation for the fall. David will bring a report to the board at June's BoD meeting. Stephanie and Micah reiterated to David that he will have authority over the academic planning and direction as well as all operational concerns of the school as Head of School. This message will continue to be given, not only to the staff, but also to the community as we head into the new school year.

2. Meeting Planning

Stephanie would like to propose a consistent Executive Director check-in monthly (President and Vice-President) to give support to David and a monthly agenda meeting/strategic planning discussion (President and member of the Board) at least one week prior to the monthly board meeting. These meetings would fall every other week on ensure adequate support to David as he begins in the ED role. After several conversations of input, Stephanie will bring this discussion to the Board at the June meeting. Stephanie will use a sign-up form to invite the members to be included.

3. Goals to Ensure Consistency

It has been recommended as good practice to create goals by the Executive Director in order to have consistent meetings. These goals can be simple in nature and encompass broad, overarching topics in which the Board (aka, Executive Team) can receive reports during the Executive Team meetings. This allows for appropriate boundaries to be maintained between the Board and Employee and allows for all areas to be discussed. These goals could be:

- i. Communication (example: Engage all levels of organization through various communication strategies)
- ii. Academic (example: assess and create goals regarding the academic direction of LA)
- iii. Finance (example: manage the budget)
- iv. Operations (example: manage the day-to-day facilities)
- v. Personnel (example: support staff through engagement)

These goals would not replace the professional goals of the Executive Director which the Board will evaluate. The Board could evaluate the performance and collaboration

the ED has with the Board. A discussion will be touched on during the June Board meeting.

4. Board Calendar

Attached to this report is the revised Board Calendar. Please refer to it throughout the year to confirm the Board is on task. Any insight is helpful and welcome.

5. HR Support

Our HR consultant is transitioning from Employment Matters to her own company. She has not exceeded her budgeted amount yet, so Board does not need to approve a new proposal. The current proposal will last until the new fiscal year in which the budget has already been approved for her initial services for 2021-2022 school year. The Board will no longer need to approve her proposals.

6. Principal Report

Janelle will be presenting her last report to the Board. Stephanie has confirmed a full Summer Reading Plan will be part of the report.

7. Strategic Planning

Stephanie has requested a Board Facilitator from the League for the Strategic Planning Board Workshop in August. These are the two consultants inquired about. Both are available. See their Bios below and let Stephanie know if you have a preference by Monday's meeting.

John Brendza (John was the facilitator last year.)

Education & Non-Profit Leadership Consultants Ltd.

John began his education career in Colorado as a science teacher for Eagle County Schools. Throughout his career, he has served as a Principal, Assistant Superintendent, Superintendent and Headmaster of a charter school. He has extensive experience in the development and implementation of education reform initiatives involving teacher training and evaluation systems designed to improve instructional effectiveness and student achievement. Additionally, he has led systemic efforts to restructure education compensation systems based on performance and results. His path into charter schools has been transformational as he found himself in the company of like-minded educators and parents dedicated to changing the way public schools educate students. He now serves as an independent leadership consultant who works with charter schools and nonprofit organizations. His current work is focused on improving the leadership capacity of nonprofit and charter school boards and school leaders in effective governance practices, strategic planning and problem solving. He holds a BS degree from the University of Texas at El Paso, and MA degrees from Adams State College and The University of Denver. He has presented at numerous state and national conferences dealing with education reform and school improvement. He has served as a consultant for many organizations, including: The Colorado Charter School Institute, Colorado League of Charter Schools, Yale University's Schools of the Twenty First Century, The University of Denver, National Institute for Excellence in Teaching, Archdiocese of Denver, Milken Family Foundation, El Pomar Foundation and the Youth Foundation.

John is dedicated to excellence and he rejects the traditional performance of public education, where all too often mediocrity and the status quo are the norm. His vision is sharp and centered around one key goal: "to ensure that students are given the opportunity to achieve their academic potential, and the most critical part of the process is making sure that a dedicated and well-trained teacher is in front of every student, every day."

Jennifer Douglas

Jennifer Douglas, the founder of Right Hand Solutions, has a strong background in non-profit and school leadership. She is the founder of two public charter schools – Highline Academy in Denver and New Legacy Charter School in Aurora. She served as Vice-Principal and Executive Director of these two schools. She also has experience on a charter school board and sits on a foundation board. In addition to her school experience, Jennifer worked for 10 years for the Colorado League of Charter Schools in several different roles. Jennifer has raised over \$3m for the organizations and schools where she has worked by writing grants that were

Lincoln Academy Board of Directors 2021-2022

aligned with the respective organizations' programs and needs. With strong verbal and written communication skills, she is excited to support other schools and non-profits in meeting their goals. Jennifer received her B.A. in English and education from St. Olaf College (MN) and her M.A. in Administrative Leadership and Policy Studies from the University of Colorado Denver.

Lincoln Academy Board of Directors Calendar 2021-2022

June

†Building Corp. Meeting - Elect Officers
†Property Corp. Meeting - Elect Officers
Policy Review: Board Code of Conduct
Review Strategic Plan
Sign Lease with Building Corp
Student READ Plan, 504, ALP, IEP update
Staffing Report
Student Grade Level Retention Information
Enrollment Update
MAP Spring data
Year-End Suspension Data
Final Principal Goal Reflection
Report on Staff Exit Survey
Financial Items:
 Lease appropriation
 15% Reserve Calculation CRS 22-44-16

August

Policy Review: Committee Structure and Principles
Board Sign Conflict of Interest Form
Final Staffing Report (with employee certifications updates)
Emergency Principal Succession Plan
Establish Goals for Executive Director
Review Administration Leadership Responsibilities
Enrollment Update
Board Attendance at back to school events
4th Quarter Financials
Preliminary Year End Financials
*Signed Minutes for 4th Quarter

September

Policy Review: Board/Principal Linkage
Final Wait List Numbers
Year Long Plan Overview
Official State Standardized Test Results
† School Performance Framework
Student Presentation at Board Meeting
Review Financial Audit

October

Board Member Attends Staff Meeting
Board Visits Classrooms

Review and Update Strategic Plan - Separate Workshop
Executive Director goals creation from strategic plan
PTO Presentation
Preliminary One day student count
Parent Interactions (Treatment of Parents)
MAP Fall Data
Student Demographic Data
Staff Presentation at Board Meeting
*Signed Minutes for 1st Quarter

November

1st Principal Evaluation
Policy Review: Board Meeting Procedures
Strategic Plan Review/Check-in
Staff Interactions (Treatment of Staff)
Presentation of School UIP
Student Presentation at Board Meeting
Review Financial Audit (due to the District by October 15, but rarely ready by October meeting)
1st Quarter Financials

December

Approve UIP
Student Interactions (Treatment of Students)
Final October 1st One Day Student Count
†Discipline Referrals/Suspension data
IEP (Individualized Education Plan) report
Prospective Family Informational Night Update
Report on Staff Exit Survey
Staff Presentation at Board Meeting
Approve Year End Financials- if ready
Pre-K Report

January

Board Evaluation
†Approve Board Meeting Posting Notice Location
Policy Review: Governing Style
History of Student Enrollment Numbers
Open Enrollment Process Update
First Round Open Enrollment Application Numbers
School Choice Week Information
MAP Winter Data

Color Code Legend:

Finance

Principal
Board of Directors

School Accountability (SAC)
Board Secretary

Strategic Plan

Lincoln Academy Board of Directors Calendar 2021-2022

Staff Presentation at Board Meeting
† Approve Current Fiscal Budget with Final FTE Count
* Signed Minutes for 2nd Quarter

Educational Legislation Update
Preliminary Staffing Update
Final State Standardized Testing Update
Student Presentation at Board Meeting
UIP update
3rd Quarter Financials

February

Board Visits Classrooms
Policy Review: Board Job Descriptions
Board Provide Principal Survey to Staff
Approve SAC Parent Survey
PTO Presentation
Enrollment Application Update
Proposed School Calendar Notes
Student Presentation at Board Meeting

March

† * Approve School Calendar
Advertise for New Board Members
2nd Principal Evaluation
Principal Contract Renewal
Review Strategic Plan Progress
* Approve Draft Fiscal Budget
* District Buybacks/Purchased Services
Open Enrollment Update
Student/Family Movement
Staff Presentation at Board Meeting

April

† Board Election Procedures
Board Candidates Speak
Policy Review: President's Role
Approve Lease Agreement with Building Corp
Announce Jeffco Public Schools Values Award Winners
Staff Presentation at Board Meeting
State Standardized Testing Update
* Signed Minutes for 3rd Quarter

May

† New Board Members
† New Board Officer Elections
Review Board Calendar for coming year
Board Self-Evaluation
PTO Presentation
Student Referrals/Suspension Data

Dates as required by our contract with Jeffco ('15 Renewal):
This should be updated to reflect our 2020 Charter Renewal

- Proposed budget - on or before April 1.
- Projected enrollment – on or before April 1.
- School budget approved by Charter Board – on or before June 30.
- Quarterly financial reports – upon request.
- Annual audit drafts due by October 15 and final copies - on or before November 15.
- End of year trial balance – as requested.
- The School shall provide the school calendar on or before April 1.
- Charter Board membership (i.e., names/ contact information, terms) – September 15.
- Charter Board member conflict of interest disclosures – September 15.
- Current Bylaws – within ten (10) business days after any material changes.
- Current Articles of Incorporation – within ten (10) business days after any material changes.
- Insurance certification – July 1.

† - Required by law

‡ - Required by by-laws

* Required by Jeffco Contract

† - Required by auditors

Additional Notes:

Calendar: By law, the proposed school calendar must be posted 30 days prior to adoption

C.R.S. 22-32-109-(1)(n)(II)(B)

Posting Location: C.R.S. 24-6-402(2)(c)

Signed Minutes are required by Jeffco Auditors

Color Code Legend:

Finance

Principal
Board of Directors

School Accountability (SAC)
Board Secretary

Strategic Plan

Governance Committee Report

Executive Summary

The governance committee has the following goals for 2021-2022 school year:

- Investigate, gather data, and implement a Board of Directors dashboard.
- Update policies and by-laws, as necessary.
- Build a Board evaluation tool that uses data and a self-evaluation component.
- Use information from the Executive Search Committee to create an evaluation process for the executive director.
- Board Training

Strategic Plan

Board Dashboard

Each year, the Board of Directors is presented with a ton of data points. The challenge, though, is keeping track of these data points and being able to compare them year to year. This level of comparison allows the Board to see trends and helps with the decision-making process. A goal of the Governance committee this year is to start by investigating what data might be beneficial. This might include static data (such as square footage of our buildings), yearly updates (CMAS scores) and project related data (such as evaluation of prior capital construction projects). Once some key data points are determined, we will work with the various committees and individuals to gather the data. The final piece of the puzzle will be to put together a dashboard that is easy to update and view.

To help with the initial stage of this, I have put together some suggested data points that we might want from each committee. Please pay special attention to areas that are in your purview, but also look over all the areas as these all will help each of us in making decisions. Here are some follow-up dates:

- Week of June 21st – Doug will reach out to each member to see if there are any questions or just need to process some of the data points.
- Week of July 26th – Doug will send out a reminder to review your data points in the shared spreadsheet.
- August 2nd – Deadline for board members to review and revise list of data points. If you don't think one should be kept, note such in the notes column. Remember that you can add to the below lists, whether they fall under your committee or not. Also, you don't have to know that we have access to the data. It is allowed to dream of data points that might help the board, even if you don't know if we have them today.

Here are some initial data points broken out by committee:

Governance

- Meeting evaluations
 - Started on time
 - How many regular and special meetings and executive sessions?
 - Meeting duration
 - Motions presented prior to meeting
 - Number of motions
 - Number of staff/guests
- Board Members

- How initially elected/appointed
 - Number of board members during the year
 - When and why they left the board
- Board Training
 - When training modules have been completed
 - Link to certificate of completion
- Links to approved board policies (outside of ends/means and bylaws).
- Meeting preparation
 - Agenda posted timely
 - Committee reports posted
 - Pre-written motions
 - Prior meeting minutes
 - Approved minutes posted
- Community Outreach
- Election Data
 - When elections took place
 - Number of voters
 - Method of election

Finance

- PPR over the years
 - State PPR
 - Capital Construction PPR
 - Mill-levy override PPR
- Approved Budget
 - Total Income
 - Total Expenses
 - Difference
- Final Budget Spending
 - Total Income (compare to approved)
 - Total Expenses (compare to approved)
 - Difference (compare to approved)
 - % on staffing
 - If possible, differentiate classroom focused staff vs admin, etc...
 - % on debt service
 - % on capital projects
 - % on curriculum?
- Days restricted cash on hand
- End of year – carry-forward balance
- Operating debt/ratio balance

School Accountability

- CMAS scores
 - LA scores
 - Jeffco scores
 - State scores
- MAP scores

- Growth scores
- Key data points from annual parent survey
- Key data points from bi-annual state teacher satisfaction survey
- Number of members and makeup of committee members (as there is state law with requirements around this area)
- READ Plan
- School Performance Framework

Facilities

- Static information about facilities
 - When purchased
 - Purchase price
 - Acreage
 - Facility square footage
 - Average classroom square footage in each building
- All major capital construction projects (anything over \$40,000?)
 - Project name
 - Estimated expense
 - Actual expense
 - % spend on owner's rep
 - Possible breakout of other expenses
 - Summary of project
 - Possibly how much has been invested in each building
- Priority list
- Facility expenses
 - Gas/Electricity expenses

Development

- Income
 - Grants
 - Donations
 - Major fund raising events (Laps for Education, 5K, etc..)

Board President

Executive Director

- Number of IEP/ALP
- Suspension data
- Staffing details
 - Turnover rate – by reason if known
 - Average tenure
- Wait list numbers
- One day student counts
- Student demographic data
- Student enrollment numbers
- Student/Family Movement

General Data

- Link to data submitted for bonds (yearly)

Charter

- State and District Waivers
- Link to initial charter contract
- Link to current contract and addendum

Update Policies and By-laws

This year, I would like to review our current by-laws and policies to ensure that they are consistent and clear. The first step will be done by cleaning up the current policy document and provide a place for approved policy to be listed. Initial step is to update the by-laws and policies to reflect the new organizational structure and add a table of contents with numbering scheme to the policies document. This will facilitate future policy changes. Next meeting, we will discuss philosophy on what should be in the by-laws and what should be kept in the policies.

I have also updated the Board Member Job Description and Code of Conduct (with application) to reflect the new Executive Director position and just some general cleanup. Since this document is owned by the Governance Committee (and really reflects policy), I don't believe changes need to be approved by the Board.

Motion: I move that the Board approve the changes to the By-laws to reflect the change in leadership and committee name, as submitted.

The By-laws have been modified to replace "Principal" with "Executive Director". To approve any by-law changes, it requires a 2/3s vote. (The By-Law changes also are required to be posted for 10 days prior to any vote. They were posted on 5/21/2021.) If the by-laws are changed, we are required under our charter contract to submit the updated by-laws to Jeffco within 10 days.

Motion: I move that the Board approves the changes to Board Policy to reflect the change in leadership and numbering of policy items, as submitted.

The Board Policies have been updated to replace "Principal" with "Executive Director". I have also numbered the items in the policy (to make referencing them easier and adding items to the policy clearer) and added a table of contents.

Retention Policy for Board Records

In reviewing our policy, we do not have anything in policy that states how long former board members data (such as their email and OneDrive files) should be retained. I recommend that we implement policy that will then direct the school for general retention of Board items, as well as specifically how long to maintain former board members data. I believe a more complete discussion should be held regarding retention of all board members mail and OneDrive files, but believe this is a start.

Motion: I move that the Board approves the retention policy as submitted and adds this to official board policy as 5.1.1 titled "Records Retention Policy" and 5.1.1 (1) "Former Board Member Document Retention" under a new section 5 "Business Procedures" and 5.1 "Open Meetings and Record Compliance".

Proposed 5.1.1 "Records Retention Policy"

Lincoln Academy intends to follow the Jefferson County School District policy intent regarding record retention, as described in Title: Records Retention and Open Records Requests (Section K, Code KBD), found on the JeffCo Public Schools Website at this [link](#) or by searching their policy documents.

Here is proposed 5.1.1 (1) – “Former Board Member Document Retention”:

For purposes of open records compliance, any former board members email, and personal documents will be retained for one month after the end of their term, resignation, or removal from office. After one month, their data will be deleted.

Board Evaluation

To help the Board grow and improve itself, a good evaluation process is needed. As with any evaluation, it is helpful to have some data points as well as some self-reflection. As a starting point, we will use the Board Evaluation document from CDE. In addition, we will use some of the metrics above to evaluate how effective we are in preparation and in our meetings.

An initial step in achieving this is essential to have some standards that hold us accountable. Just like we have standards to hold our executive director and other staff members accountable, the board also needs this. This means we will want to establish some policies for the board. Originally, I was going to have shorter times for the data to be posted, but in reading our current policy, it requires *“Board members will receive packets of information items, monitoring reports and the agenda at least one week before the next board meeting.”* In thinking about this, I feel it is better to have these extended times to give each board member time to review and prepare for the meeting.

Motion: I move that the Board sets deadlines for when meeting related items are sent to board members and posted, as submitted, and adds this to official board policy as 4.1.9 titled “Board Meeting Deadlines”.

Here are the proposed deadlines:

Item	Sent to Board Members	Posted on Website
Agenda	168 hours prior to meeting (7 days)	48 hours prior to meeting (2 days)
Committee Reports	168 hours prior to meeting (7 days)	48 hours prior to meeting (2 days)
Prior Meeting Minutes	168 hours prior to regular meeting (7 days)	10 days after approved†
Pre-Written Motions	72 hours prior to meeting (3 days)	48 hours prior to meeting

† Required by state law CRS 22-32-108 (5)(d)

Item	Sent to Evaluator	Sent to Board Members
Executive Director Evaluation (President)	120 hours prior to evaluation (5 days)	72 hours prior to evaluation (3 days)
Board Evaluation (Governance Chair)	120 hours prior to evaluation (5 days)	72 hours prior to evaluation (3 days)

Executive Director Evaluation

As the previous principal evaluation was based upon the job description of the principal, it is important to update it based upon current requirements for the Executive Director. In addition, we want to make sure that he understands how he will be evaluated by this board early on so that there are no surprises. Because of this, we will work on updating the current evaluation to reflect these new requirements. We also know that there may be some fluidity in our standards this year as we learn more about how this position will be different from the principal position. This will not set in stone what the evaluation process will look like but will be a starting point for the board. Much like we are looking at doing for the board evaluation, it would be good to look at data points that can assist us in the evaluation process.

Board Training

It is always important for the Board to be educated on our responsibilities. Most months, there are policy items listed for the board to review. I will plan on sending out the item that is to be reviewed prior to the meeting and have a brief discussion on the item.

In addition, it is good for the board to review the board training modules from CDE. August through May, I will ask the Board to review 3 of the CDE training modules and review some questions related to those modules to help us internalize this learning for our Board.

Other Business

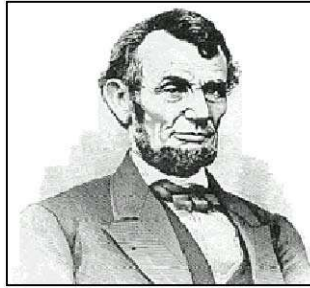
I would love to recruit some parents to assist in both the building of the dashboard and general policy updates. I plan on putting together a recruitment document for the community in early August.

Next Meeting

To be determined

LINCOLN ACADEMY CHARTER SCHOOL

A Jefferson County Public Charter School



BYLAWS

~~March 9, 2020~~ June 14, 2021

L.A. BOARD OF DIRECTORS

ARTICLE I NAME, LOCATION AND FISCAL YEAR

SECTION 1.1 NAME The name of the organization shall be Lincoln Academy Charter School (hereinafter sometimes referred to as the “school”).

SECTION 1.2 LOCATION The location of the school’s facility shall be in the Jefferson County School District.

SECTION 1.3 FISCAL YEAR The fiscal year of the school shall coincide with the fiscal year of the Jefferson County School District.

SECTION 1.4 BUSINESS CALENDAR The calendar used to measure time (calendar or business days) shall be the Jefferson County School District calendar.

ARTICLE II MEMBERS

SECTION 2.1 NO MEMBERS The Corporation shall have no members.

ARTICLE III BOARD OF DIRECTORS

SECTION 3.1 GENERAL POWERS The business and affairs of the corporation shall be managed by its Board of Directors, (hereinafter referred to as the “Board”), except as otherwise provided in the Colorado Nonprofit Corporation Act, the articles of incorporation, or these bylaws.

SECTION 3.2 NUMBER, TENURE AND QUALIFICATIONS The Board shall have a maximum of ten members with a minimum of 6 members. Board members may not be teachers or other paid employees of the school except the ~~principal~~ Executive Director who will be a non-voting member. No more than seven Board members will be parents/legal guardians of students currently enrolled in the school (Lincoln Board Members) with up to two additional Board members from the community at large (Community Board Members). Any parent/legal guardian who wishes to apply for a Board vacancy must have served a minimum of one school year in one of the following committees with an attendance rate of fifty percent or better: Board committees, PTO, Building Corporation Board, or other capacity approved by the Board.

A Member of the community at large, who is not a parent/legal guardian of a student currently enrolled in the school, may be nominated to a Board vacancy by the Board. A Community Board Member is a voting member, has no one school year service requirement and may chair a Board Committee.

Each Board member shall be elected to a term of three years. The current board will adjourn during the regular May Board meeting, and the newly elected board will convene for the purpose of electing its officers. Newly elected Board members shall otherwise have no other responsibilities following the election, with voting privileges and Board responsibilities to begin the following school year, commencing June 1st. Board members leaving the Board will retain their positions until May 31st of the current school year. Board members may be elected to a maximum of two consecutive full terms of office. After a period of one year off the Board, including adjunct or any other Board position, a former member may be elected to or appointed to fill a vacancy. Only one person from an immediate family may serve on the Board at a time. Each Board member will agree to the qualifications and terms of the *Board Member Profile Agreement*.

The Board may add up to two adjunct Board members, as it deems appropriate, to assist with Board functions. They would be appointed at a regular Board meeting. The adjunct members would participate in all Board responsibilities except that they would function as non-voting members.

SECTION 3.3 VACANCIES In the event of resignation or removal of a Board member, all persons eligible to fill the vacancy will be invited to apply and an applicant will be selected by a vote of the Board. This vote may be by secret ballot. All vacancies must be filled within 30 business days. The Board may instead fill the vacancy by directing that a special election be held for that purpose on terms prescribed by the Board. In any such special election, all eligible voters shall be entitled to vote.

SECTION 3.4 COMPENSATION By resolution of the Board of Directors, any director may be compensated for expenses incurred on behalf of the Board or for attendance at meetings. Directors are otherwise unpaid by the corporation.

SECTION 3.5 RESIGNATIONS Any Board member may resign at any time by giving written notice to the President or Secretary of the Board. Such resignation shall take effect at the time specified therein and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it

Lincoln Academy Charter School

Effective Date: October 8, 2018

BYLAWS Rev CB

Document Owner: Chair of Governance Committee

effective. If the Board member resigns or is dismissed, they may not fill or run for a Board position for a minimum of two consecutive general elections.

SECTION 3.6 TEMPORARY LEAVE A Board member may take a leave of absence for health or other family needs, upon a unanimous vote of the remaining members of the Board.

SECTION 3.7 REMOVAL Upon the petition of 20% of eligible voters, an election shall be held on terms prescribed by the Board to determine whether a Board member shall be removed from the Board. All eligible voters shall be entitled to vote in such an election. The Board member shall be removed if the number of votes cast in favor of the removal exceeds the number of votes cast against the removal. A Board member may be removed for good cause, as determined by the Board, upon a two-thirds (2/3) vote of the remaining members of the Board. A Board member having two consecutive absences from the monthly meetings without prior notification and approval by the President or Secretary shall be deemed to have resigned as a Board member.

SECTION 3.8 PARLIAMENTARY AUTHORITY The rules contained in the current edition of *Roberts Rules of Order* shall govern this Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

SECTION 3.9 BOARD POLICY The policies enacted by the Board shall be guided by the *Carver Policy Governance*© model.

SECTION 3.10 CONFLICT OF INTEREST Public office is a trust created in the interest of the common good and for the benefit of the people. It is the intent of this section to maintain public confidence and prevent the use of public office for private gain. In order to avoid conflict of interest, it is the general policy of the school not to employ or contract with Board members, employees (except for the employee's primary assigned duties), members of their families, or persons or entities having an ongoing business or financial relationship with the aforementioned persons. Board members and employees shall disclose any known or potential conflicts of interest in writing to the Board prior to the time set for voting on any such transaction and the Board member making such disclosure shall not vote on the matter or attempt to influence the decision of the other Board members in voting on the matter. The written disclosure shall be attached to the minutes of the meeting in which Board action occurs relating to the matter disclosed. If a quorum of the Board is no longer in effect by the act of the Board member recusing himself, the matter under consideration will be tabled until such time as a quorum of the Board, not including the conflicted party, may be assembled to consider the matter.

Any contract entered into in violation of this section shall be void and failure to make the disclosure required by this section shall be grounds for removal of the Board member and/or termination of the contract.

SECTION 3.11 MEETINGS All Board meetings and Board committee meetings, as required, shall comply with the requirements of the Colorado Open Meetings law.

ARTICLE IV OFFICERS OF THE BOARD

SECTION 4.1 OFFICERS The Officers of the Board shall be President, Vice President, Secretary, and Treasurer.

SECTION 4.2 ELECTION AND TERM Officers shall be elected annually at the regular May meeting of the Board, as provided by Section 3.2 (Article III) of these Bylaws. Officers shall serve until their successors are elected or until their deaths, resignation or removal.

SECTION 4.3 PRESIDENT The President shall prepare the agenda and preside at all meetings of the Board, and shall perform such other duties as may from time to time be assigned by the Board. Upon request of the ~~Principal~~Executive Director, the President may issue written directions to the ~~Principal~~Executive Director regarding any matter affecting the school which shall be binding until the next regular or special meeting of the Board, whichever can be held sooner. The President shall execute all contracts, except where required by law to be otherwise signed or where the signing thereof shall be expressly delegated by the Board to some other Officer or agent of the school. In general, the President shall perform all duties and may exercise all rights incident to the office of the President.

SECTION 4.4 VICE PRESIDENT The Vice President shall have all the powers and perform all the duties of the President in the absence or disability of the President. The Vice President shall perform such other duties as may from time to time be assigned by the President or by the Board.

SECTION 4.5 THE SECRETARY The Secretary shall keep minutes of all meetings of the Board. The Secretary shall attend the meetings of the Board and shall act as clerk thereof and record all the acts, votes and minutes of all proceedings by means chosen at the Board's discretion. The Secretary shall see that all notices are duly given in accordance with these bylaws or as required by law and shall perform such duties as may from time to time be assigned by the President or by the Board. In the absence of the Secretary, the President of the Board may direct that the Secretary's duties be performed by any other person.

SECTION 4.6 THE TREASURER The Treasurer shall ensure that the Financial Secretary keeps regular books of account for the school that set out business transactions of the school. These books are to be at all times open to inspection at their place of keeping at the request of any Board member. The Treasurer shall be the chair of the Financial Committee, which shall oversee and submit an annual budget, in conjunction with the School ~~Principal~~Executive Director and the School Financial Secretary, for the consideration and approval of the Board. The Treasurer shall ensure that the Financial Corporation with such depositaries as shall be designated by the Board. The Treasurer shall provide oversight to the Financial Secretary in the investment and/or reinvestment of school funds and the disbursement of school funds as may be ordered by the Board. The Treasurer shall render to the Board and the members of the school community, statements evidencing the current financial condition of the school. The Treasurer shall ensure that the Financial Secretary establishes a system of adequate financial recording showing quarterly income and expenditures.

ARTICLE V BOARD ELECTIONS AND APPLICATION

SECTION 5.1 TIMING OF ELECTIONS Elections for Board members will be held annually in April. Voting shall start on a date determined by the board, but may begin no earlier than the day following the first Board meeting in April. Voting shall continue for four school days; any day in which the school is open but not holding classes (such as a teacher in-service day) shall not be included in the four days.

SECTION 5.2 APPLICATION TO THE BOARD Eligible voters shall be notified in a timely manner of the date of the next Board election and of the qualifications for the Board positions then open. A candidate must complete written application for submission to voters and the Board shall prescribe the form of application. Completed applications will be accepted until 5:00 p.m. five days before the April Board meeting. At the first Board meeting in April, all applicants for the Board will have time to speak at the regular Board meeting.

SECTION 5.3 MANNER OF ELECTIONS The manner and place of voting shall be determined by the Board. In addition to electing Board members, the Board may submit other matters for voter approval. Votes shall be tallied after the close of voting and the results published by an election committee made up of a minimum of two eligible voters appointed by the Board, including a Board member not up for re-election and an employee designated by the ~~Principal~~Executive Director. Every valid vote cast shall be counted unless, prior to the close of voting it is challenged by an eligible voter on the grounds that the vote was cast without authorization by a child's parent or legal guardian. The election results shall be announced at the May board meeting and recorded in the minutes as a permanent record of the school. Ballots cast in the election shall be retained by the chair of the governance committee for ninety days after the close of voting and then destroyed.

SECTION 5.4 ELIGIBLE VOTERS The list of eligible voters shall be kept by the school office. Eligible voters shall include each parent or legal guardian of every child currently enrolled in the school, teachers currently employed by the school, and all other paid employees of the school.

SECTION 5.5 NOTICE Whenever notice to eligible voters is given or required to be given under these Bylaws, such notice shall be sufficient if given by the school's normal means of communicating with all parents and staff, and the school shall have no obligation to separately notify parents or staff who, through no action of the school, lack access to such means of communication.

ARTICLE VI MEETINGS OF THE BOARD

SECTION 6.1 REGULAR MEETINGS Regular meetings of the Board will be held monthly, except for July, with time and place to be set by the Board no later than the previous regular meeting.

SECTION 6.2 SPECIAL MEETINGS Special Meetings of the Board may be called by the President and any other member. Notice of any special meeting shall be given to each Board member at least 24 hours prior to such a meeting in person, by telephone, by voicemail or by any other method reasonably calculated to provide actual notice.

SECTION 6.3 QUORUM A majority of the voting Board shall constitute a quorum for the transaction of business at any meeting.

SECTION 6.4 MANNER OF ACTING Except as otherwise required by law or by these Bylaws, the act of a majority of the voting members of the Board present at a meeting at which a quorum is present shall be the act of the Board.

SECTION 6.5 AGENDA A written agenda for every regular or special meeting of the Board shall be prepared by the President and posted with or included in every public notice of the meeting. Any matter requested by any Board member for inclusion shall be included in the agenda. Hearing of persons will be an agenda item at the beginning of each board meeting and public comments will be heard **without action or comment** by the Board.

SECTION 6.6 PUBLIC COMMENT Members of the public present at any Board meeting may be invited to comment on every proposed action on which a motion is pending, and upon which any Board member has commented. At the discretion of the Board, public comment may be invited with respect to any matter affecting the school.

SECTION 6.7 NOTIFICATION All regular and special Board meetings will be posted not less than 24 hours prior to the meeting.

SECTION 6.8 BYLAW CHANGES The amendment of Bylaws shall take place at any regular or special Board meeting with at least ten days notice by posting in the lobby and/or Board website. A two thirds (2/3) vote by the Board is required for passage.

ARTICLE VII BOARD COMMITTEES

SECTION 7.1 COMMITTEES There shall be the following standing committees.

1. Finance Committee
2. Governance Committee
3. Facilities Committee
4. School Accountability Committee
5. Development Committee

Each committee shall be chaired by a Board member. The president of the Board shall not be a voting member of any committee but shall be an ex-officio member of every committee. Each committee will adopt, with the approval of the Board, a set of written guidelines and goals which will become a part of the Board process manual.

SECTION 7.2 MEETINGS Each committee shall comply with the State of Colorado Open Meeting law, as applicable.

ARTICLE VIII ADVISORY COMMITTEES TO THE BOARD

Lincoln Academy Charter School

Effective Date: October 8, 2018

BYLAWS Rev **CB**

Document Owner: Chair of Governance Committee

SECTION 8.1 DESIGNATION AND AUTHORITY The Board may from time to time adopt a resolution convening an advisory committee to assist the Board in the discharge of its duties.

SECTION 8.2 MEMBERSHIP The composition of the advisory committees shall be broadly representative and shall take into consideration the specific tasks assigned to the committee. Members will be selected by the Board from among volunteers who are approved by the Board. Any number of Board members may sit on an advisory committee.

SECTION 8.3 INSTRUCTION AND RESPONSIBILITY Each committee shall be clearly instructed by the Board, as to the length of time each member is to serve, the service the Board wishes the committee to render, the extent and limitations of responsibility, the resources the Board will provide, and the dates on which the Board wishes to receive major reports. Recommendations of advisory committees shall be based on research and fact.

SECTION 8.4 POWERS AND PREROGATIVES The Board possesses certain legal powers and prerogatives which cannot be delegated or surrendered to others. Therefore, all recommendations of an advisory committee must be submitted in writing to the Board for action.

DOCUMENT HISTORY

Change	Justification
General: This document will be considered rev 0 for the purposed of future tracking of this document. In addition, changes in the future will be recorded and justified to enable future Boards to understand the documents evolution and development.	This document currently does not have an adequate revision tracking method and this will impose such. Previous Versions will be listed as Rev A, B, C, etc. if a determination can be made; The justification will serve as reason and instruction to future Boards.
Rev A – Oct. 8, 2018: General amendments to Art. V	General restyling and amendment of Art V to allow Board more flexibility in scheduling and managing elections following conflicts between school calendar and inflexible election schedule. Also updated election procedures to comport with preferred processes.
Rev B – March 9, 2020: Amendment to 7.1	Changed Academic Excellence Committee to School Accountability Committee
<u>Rev C – June 14, 2021: Replace Principal with Executive Director</u>	<u>To reflect the update in organization, “Principal” has been replaced with “Executive Director”.</u>



LINCOLN ACADEMY CHARTER SCHOOL

A Jefferson County Public Charter School

Board Policy

Date of Last Update: June 14, 2021~~August 8, 2009~~

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1.0 ENDS

1.1 Global Ends Policy

Vision: Our vision is to prepare all students for their future endeavors by providing a comprehensive education based upon the Core Knowledge Sequence®.

Core Values: Respect, Honesty, Integrity, Excellence, Perseverance and Team Work.

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

Lincoln Academy staff and administration will strive to achieve the following goals for each student:

1.1.1 Proficiency (as measured by Jefferson County School District Standards)

1. By the end of the primary level, students will demonstrate proficiency on the District's K-3 math and language arts standards.
2. By the end of the intermediate level, students will demonstrate proficiency on the District's 4-5 standards.
3. By the end of the intermediate level, students will demonstrate proficiency on the District's 6-8 standards.
4. Students will demonstrate at least one level's growth per year as measured by the benchmarks based on District Standards.

1.1.2 Academic Skills

Each student will:

- a. Develop communication skills in the areas of listening, speaking, reading and writing.
- b. Develop a grade appropriate knowledge of mathematics and the sciences.
- c. Develop an appreciation and knowledge of world and American history and our country's heritage.
- d. Develop an appreciation of his/her physical environment.
- e. Develop good study habits.
- f. Achieve his/her full learning potential.
- g. Hold high expectations for the quality of their own work.
- h. Attend school regularly and arrive on time.

1.1.3 Physical Skills

Each student will:

- a. Develop coordination skills.
- b. Develop an appreciation of sports through observation and participation.
- c. Develop safety awareness.
- d. Artistic Skills

1.1.4 Artistic Skills

Each student will:

- a. Develop an awareness of and appreciation for nature.
- b. Develop an understanding and enjoyment of art and its materials.
- c. Develop a knowledge and enjoyment of a variety of musical expressions.
- d. Enjoy creative expression through drama, musicals and visual arts.
- e. Enjoy and participate in artistic experiences in the community.

1.1.5 Emotional/Social Skills

Each student will:

- a. Be assisted in developing a good self-image.
- b. Develop an appreciation, compassion and respect for others.
- c. Experience success in group participation as a leader and follower.
- d. Develop self-control and responsibility as a way of life.
- e. Develop the ability to meet change, uncertainty and complexity with confidence.
- f. Prepare for intelligent, responsible citizenship.

2.0 EXECUTIVE LIMITATIONS (MEANS)

2.1 Global Executive Limitations Policy

The ~~Principal~~~~Executive Director~~ ~~Executive Director~~ shall not cause or allow any practice, activity, decision or organizational circumstance that is unlawful, imprudent or in violation of commonly accepted ethics or Lincoln Academy policy (or District policy, if no applicable school policy exists).

2.1.1 Treatment of Parents

With respect to interactions with parents, the ~~Principal~~Executive Director~~Executive Director~~ shall not cause or allow conditions, procedures or decisions that are undignified, disrespectful, and unnecessarily intrusive or that fail to provide appropriate confidentiality, privacy or information.

Accordingly, the ~~Principal~~Executive Director~~Executive Director~~ shall not:

1. Fail to inform and educate parents and prospective parents about the school policies and procedures.
2. Fail to establish with parents what may be expected and what may not be expected from the programs offered.
3. Fail to implement a means of informing parents of their students' levels of proficiency, progress and expectations with respect to District Standards.
4. Elicit information for which there is no reasonable need.
5. Use methods of collecting, reviewing, transmitting or storing student/personnel information that fails to protect against confidentiality and improper access to the material elicited.
6. Discriminate against or fail to constructively respond to any parents.
7. Fail to operate within the guidelines of the Grievance Procedure as stated in the Parent/Student Handbook.

2.1.2 Treatment of Students

With respect to interactions with students, the ~~Principal~~Executive Director~~Executive Director~~ shall not cause or allow conditions, procedures or decisions that are unsafe, disrespectful, undignified, and unnecessarily intrusive or that fail to provide appropriate confidentiality, privacy or otherwise detract from a safe and orderly school environment.

Accordingly, the ~~principal~~Executive Director~~Executive Director~~ shall not:

1. Fail to operate within the guidelines of the Discipline Policy that is based on the District Code of Conduct and the Discipline Policy and Procedures as stated in the Parent/Student Handbook.
2. Allow students to violate the Discipline Policy and Procedures without experiencing an appropriate consequence.
3. Fail to inform and educate students, and prospective students, about the school policies and procedures.
4. Fail to encourage students as they develop the academic skills, passion and responsibility for learning.
5. Discriminate against or fail to constructively respond to any student.

2.1.3 Treatment of Staff

With respect to the treatment of paid and volunteer staff, the ~~Principal~~Executive Director~~Executive Director~~, so long as consistent with at-will employment, may not cause or

allow conditions that are illegal or that fail to treat staff with dignity, respect and professionalism or that fail to provide appropriate confidentiality, privacy or information.

Accordingly, the ~~Principal~~Executive Director~~Executive Director~~ shall not:

1. Fail to continuously inform and educate staff, and prospective staff, about the policies and procedures and appropriate elements of the Charter School Contract.
2. Fail to operate within written personnel policies that clarify personnel rules for staff, provide for effective handling of grievances and protect against wrongful conditions such as nepotism and grossly preferential or biased treatment of personnel concerns.
3. Discriminate against or fail to constructively respond to any staff member.
4. Prevent staff from grieving to the Board in accordance with the School Grievance Procedure.
5. Evaluate staff in ways that are not consistent with the Board's adopted Ends Policies.
6. Fail to provide the support and encouragement to staff as they work with students in their pursuit of acquiring the academic skills, passion and responsibility for learning.

2.1.4 Implementation of the Education Program

With respect to the education program of the school, the ~~Principal~~Executive Director~~Executive Director~~ shall not cause or allow deviation from the Board's Ends Policies.

Accordingly, the ~~Principal~~Executive Director~~Executive Director~~ shall not:

1. Deviate from the established curriculum implementing the Core Knowledge Sequence®, the synthetic, systematic phonics program (Open Court) and the incremental math program (Saxon Math).
2. Allow staff to address the Ends Policies in ways that deviate materially from school policies and procedures.
3. Allow the purchasing or utilization of materials that are not aligned with the Ends Policies and the school policies and procedures.
4. Fail to hold staff accountable for assessing, tracking and regularly reporting to parents, the individual capabilities of students and their progress on the school's benchmarks in accordance with the Academic Skills Ends Policy.
5. Fail to facilitate teacher conferences with individual students on a consistent basis.
6. Fail to ensure academic skill acquisition and passion for learning.
7. Fail to ensure staffings on appropriate students.
8. Fail to ensure quality work from students and staff.
9. Fail to inform and seek approval from the Board for substantive instructional changes.

2.1.5 Organizational Health and Viability

With respect to the organizational health and viability of the school, the ~~Principal~~Executive Director~~Executive Director~~ shall not cause or allow conditions that will jeopardize the existence or renewal of the charter with the School District.

Accordingly, the ~~Principal~~Executive Director~~Executive Director~~ shall not:

1. Allow excessive student and staff attrition.
2. Fail to implement responsible efforts for staff and student recruitment.

2.1.6 Financial Planning and Budgeting

Financial planning for any fiscal year, or the remaining part of any fiscal year, shall not deviate materially from the Board's Ends Policies, risk fiscal jeopardy or fail to be derived from a multi-year plan.

Accordingly, the ~~Principal~~Executive Director~~Executive Director~~ shall not allow:

1. Budgeting that contains too little information to enable credible projection of revenues and expenses, separation of capital and operational items, cash flow and disclosure of planning assumptions.
2. Budgeting that plans the expenditure in any fiscal year of more funds than are conservatively projected to be received in that period or saved from previous years and approved for expenditure by the Board.
3. Budgeting that is in violation of applicable law including the TABOR Amendment and the contract with the School District.
4. Budgeting that is in violation of financing agreements and any other relevant contracts.
5. Budgeting that is not based on reasonable assumptions.

2.1.7 Financial Condition and Activities

With respect to the actual, ongoing financial conditions and activities, the ~~Principal~~Executive Director~~Executive Director~~ shall not operate outside of the budget or cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from the Board's Ends Policies.

Accordingly, the ~~Principal~~Executive Director~~Executive Director~~ shall not:

1. Allow purchases that are inconsistent with Ends Policies and school policies and procedures.
2. Expend more than \$5000.00 on a non-budgeted item without prior Board approval.
3. Expend more funds than are available and within budget.
4. Indebt the organization in an amount greater than can be repaid by certain otherwise unencumbered revenues within sixty days.
5. Borrow money without prior Board approval.
6. Use any long-term reserves without Board approval.
7. Conduct inter-fund shifting in the expenditure portion of the budget.
8. Fail to settle payroll and debts in a timely manner and according to applicable law.
9. Allow tax payments, or other government ordered payments or filings, to be overdue or inaccurately filed.
10. Acquire, encumber or dispose of real property.
11. Fail to aggressively pursue receivables after a reasonable grace period.

2.1.8 Emergency ~~Principal~~Executive Director- Succession

In order to protect the Board from the sudden loss of ~~principal~~Executive Director- services, the ~~Principal~~Executive Director- shall have no fewer than one other individual familiar with Board and ~~Principal~~Executive Director- issues and processes and must inform the Board of the identity of his/her potential successor.

2.1.9 Asset Protection

The ~~Principal~~Executive Director- shall not allow the assets to be unprotected, inadequately maintained or unnecessarily risked.

Accordingly, the ~~Principal~~Executive Director- shall not:

1. Fail to ensure against theft and casualty losses to at least 100% of replacement value or otherwise required by applicable contracts and against liability losses and errors and omissions losses to Board members, staff and the organization itself in an amount greater than the average for comparable organizations.
2. Allow unbonded personnel access to material amounts of funds.
3. Subject building and equipment to improper wear and tear or insufficient maintenance.
4. Unnecessarily expose the organization, its Board or staff to claims of liability.
5. Fail to implement a system that ensures all purchases are consistent with the Ends Policies and school policies and procedures and are monitored in a coordinated and prudent manner.
6. Fail to protect intellectual property, information and files from loss or significant damage.
7. Receive, process or disburse funds under controls that are insufficient to meet the Board appointed auditor's standards.
8. Invest or hold operating capital in insecure instruments, including uninsured checking accounts and bonds of less than AAA rating, or in non-interest bearing accounts except where necessary to facilitate ease in operational transactions or as otherwise required by applicable contracts.
9. Endanger the school's public image or credibility, particularly in ways that would hinder the accomplishment of the Ends Policies.

2.1.10 Compensation and Benefits

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the ~~Principal~~Executive Director shall not cause or allow conditions that are illegal or that jeopardize fiscal integrity or public image.

Accordingly, the ~~Principal~~Executive Director shall not:

1. Change his/her own compensation and/or benefits.
2. Promise or imply permanent or guaranteed employment or otherwise alter the at-will employment relationship with staff.

3. Fail to operate within the Board approved compensation and benefits plans.
4. Pay employees or provide benefits that are contrary to State and/or Federal law.

2.1.11 Communication and Support to the Board

The ~~Principal~~Executive Director shall not permit the Board to be uninformed or unsupported in its work.

Accordingly, the ~~Principal~~Executive Director shall not:

1. Neglect to submit monitoring data required by the Board (see policy Monitoring ~~Principal~~Executive Director Performance) in a timely, accurate and understandable fashion, directly addressing provisions of Board policies being monitored.
2. Let the Board be unaware of relevant trends, potential lawsuits, anticipated adverse media coverage, material external and internal changes, particularly changes and/or anticipated changes in staff and in the assumption/values upon which any Board policy has previously been established.
3. Fail to advise the Board if, in the ~~Principal~~Executive Director's opinion, the Board is not in compliance with its own policies on Governance Process and Board/~~Principal~~Executive Director Linkage, particularly in case of Board behavior that is detrimental to the work relationship between the Board and the ~~Principal~~Executive Director.
4. Fail to marshal for the Board as many staff and external points of view, issues and options as needed for fully informed Board choices.
5. Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation and other significant information.
6. Fail to provide a mechanism for official Board, officer or committee communications.
7. Fail to deal with the Board as a whole except when fulfilling individual requests for information or responding to officers or committees duly charged by the Board.
8. Fail to report in a timely manner an actual or anticipated non-compliance with any policy of the Board.
9. Present any issue to the District Board of Education or other outside agencies without receiving prior approval from the Board.
10. Fail to maintain a positive, professional and constructive working relationship with the Board.

2.1.12 Ends Focus of Grants or Contracts

The ~~Principal~~Executive Director may not enter into any grant or contract arrangements that fail to facilitate the accomplishment of Board stated Ends and avoidance of Board prescribed Means (Executive Limitations).

Accordingly, the ~~Principal~~Executive Director shall not:

1. Allow grant funds to be used contrary to the grant's terms and monetary limitation or in

- imprudent, unlawful or unethical ways.
- 2. Fail to assess and consider an applicant's capability to produce appropriately targeted, efficient results.

3.0 BOARD/PRINCIPAL EXECUTIVE DIRECTOR LINKAGE

3.1 Global Board/Principal Executive Director Linkage Policy

The Board's sole official connection to the operating organization, its achievement and conduct will be through the Principal Executive Director.

3.1.1 Unity of Control

Only decisions of the Board acting as a body are binding on the Principal Executive Director.

Accordingly,

1. Decisions or instructions of individual Board members, officers or committees are not binding on the Principal Executive Director except in rare instances when the Board has specifically authorized such exercise of authority.
2. In the case of Board members or committees requesting information or assistance without Board authorization, the Principal Executive Director can refuse such requests that require, in the Principal Executive Director's opinion, a material amount of staff time or funds or are disruptive.

3.1.2 Accountability of the Principal Executive Director

The Principal Executive Director is the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the Principal Executive Director.

Accordingly,

1. The Board will never give instructions to persons who report directly or indirectly to the Principal Executive Director.
2. The Board will refrain from directly evaluating staff other than the Principal Executive Director. The Principal Executive Director, in conjunction with the Teacher Review Committee, will be responsible for staff evaluation.
3. The Board will view the Principal Executive Director's performance as identical to organizational performance, so that organizational accomplishment of Board stated Ends and avoidance of Board prescribed means (Executive Limitations) will be viewed as successful Principal Executive Director performance ("Principal Executive Director Evaluation").
4. Annually, the Board and the Principal Executive Director will agree on goals with respect to the Ends and Executive Limitations (Means) policies. Accomplishments of the goals will also be viewed as successful Principal Executive Director performance (school improvement plans, etc.).

3.1.3 Delegation to the **PrincipalExecutive Director**

The Board will instruct the **PrincipalExecutive Director** through written policies that prescribe the organizational Ends to be achieved and describe organizational situations and actions to be avoided (Executive Limitations).

Accordingly,

1. The Board will operate within the policies instructing the **PrincipalExecutive Director** to achieve certain results for our families. These policies are stated from the broadest, most general level to more defined levels and are called Ends Policies.
2. The Board will operate within policies that limit the latitude the **PrincipalExecutive Director** may exercise in choosing the organizational means. These policies are stated from the broadest, most general level to more defined levels, and they are called Executive Limitations Policies.
3. The **PrincipalExecutive Director** is authorized to establish further policies, make decisions, take actions, establish practices and develop activities which adhere to and support the Board's Ends and Executive Limitations Policies.
4. The Board may change its Ends and Executive Limitations policies at any time; however, changes will not be retroactive.

3.1.4 Monitoring the **PrincipalExecutive Director**'s Performance

Systematic and rigorous monitoring of the **PrincipalExecutive Director**'s job performance will be solely based on the accomplishment of Board stated Ends and avoidance of Board prescribed means.

Accordingly,

1. Monitoring is simply to determine the degree to which Board policies are being met. Data that do not deal with Board policies will not be considered to be monitoring data.
2. The Board will acquire monitoring data by one or more of the three methods: a) by internal report, in which the **PrincipalExecutive Director** discloses compliance information to the Board, b) by external report, in which an external, disinterested third party selected by the Board assesses compliance with Board policies and c) by direct Board inspection, in which a designated member or members of the Board assess compliance with the appropriate policy criteria.
3. In every case, the standard for compliance shall be a mutually agreeable interpretation of the Board policy or **PrincipalExecutive Director** goal being monitored.
4. All policies that instruct the **PrincipalExecutive Director** will be monitored at a frequency and by a method chosen by the Board. The Board can monitor any policy at any time by any method. The formal evaluation will depend on the following routine schedule.

Policy

Method

Frequency

ENDS

Academic Skills (CSAP)	Internal	Annually
Parent Survey	Internal	Annually (May)

EXECUTIVE LIMITATIONS (MEANS)

Treatment of Parents& Students (Annual Parent Survey, BOD New Family Phone Calls)	Internal	Annually
Treatment of Staff (Staff Surveys)	Internal	Bi-Annually
Implementation of the Core Knowledge Sequence	Internal	Annually (June)
Organizational Health and Viability (~~Principal~~ <u>Executive Director</u> 's Report)	Internal	
Monthly (Staff Attrition and Recruitment)		Annually (May)
Financial Planning and Budgeting	Internal	Bi-Annually
Financial Condition and Activities (Budget Committee)	Internal	Quarterly
Emergency ~~Principal~~ <u>Executive Director</u> Succession (August)	Internal	Annually
Asset Protection (Insurance)	Internal	Annually (March)
Compensation and Benefits	Internal	Annually (May)
Communication and Support to the Board (~~Principal~~ <u>Executive Director</u> 's Report)	Internal	Monthly
Ends Focus of Grants or Contracts	Internal	Quarterly

4.0 BOARD PROCESS

4.1 Global Governance Process Policy

The purpose of the Board is to ensure compliance with the School Charter, Mission Statement and other governing documents.

4.1.1 Governing Style

The Board will govern with an emphasis on 1) outward vision rather than internal preoccupation, 2) encouragement of diversity in viewpoints, 3) strategic leadership more than administrative detail, 4) clear distinction of Board and ~~Principal~~Executive Director roles, 5) collective rather than individual decisions, 6) future rather than past or present, and 7) pro-activity rather than reactivity.

1. The Board will cultivate a sense of group responsibility. The Board, not the staff, will be responsible for excellence in governing. The Board will be the initiator of policy, not merely a reactor to staff initiatives. The Board will use expertise of individual members to enhance the ability of the Board as a body rather than to substitute individual judgments for the Board's values. The Board will allow no officer, individual or committee of the Board to hinder or be an excuse for not fulfilling Board commitments.
2. The Board will establish and monitor carefully written Board policies reflecting the Board's values and perspectives about Ends to be achieved and Means to be avoided. The Board's major policy focus will be on the intended long-term results, and the relationship between results and the programmatic means.
3. The Board will enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation, respect of roles, and ensuring continuance of governance capability. Continual Board development will include orientation of new Board members in the Board's Governance Process and periodic Board discussion of process improvement.
4. The Board will monitor and discuss the Board's process and performance annually. Self-monitoring will include comparison of Board activity and discipline to policies in the Governance Process and Board-~~Principal~~Executive Director Linkage categories.

4.1.2 Board Job Description

The Board is committed to the accomplishment of Board-stated Ends (Goals) and avoidance of Board-prescribed Means (Executive Limitations).

1. The Board will operate consistently with respect to the School Charter and other applicable contract and law.
2. The Board will adopt a Grievance Policy which will ensure timely and appropriate response to matters presented to the Board.
3. The Board will adopt, monitor, and evaluate a strategic plan which is focused on Ends, future oriented and consistent with the philosophy, mission vision and values of the school.
4. The Board will establish, monitor and evaluate written Board policies:
 - Monitor and evaluate the PrincipalExecutive Director (Board/PrincipalExecutive Director Linkage)
 - Financial Planning and Budgeting (Executive Limitations/Mean)
 - Staff issues – hiring, firing, compensation, grievances (Executive Limitations and Governance Process)
 - Legal compliance (Executive Limitations/Mean)
 - School community issues – communication, advocacy, grievances (Executive Limitations/Mean and Governance Process)
 - Board’s role (Governance Process)
5. The Board will evaluate school success, Board process and compliance with the Code of Conduct.

4.1.3 Code of Conduct

The Board commits itself and its members to ethical, business-like and lawful conduct, including proper use of authority and appropriate decorum when acting as Board members.

1. I will serve the children, staff and parents of the school in accordance with the Charter, Contract, Bylaws, Policy Governance and any other governing documents approved by the Board.
2. I will listen, speak my mind and share all relevant information with the Board.
3. I will respect the opinions of others.
4. I will make decisions based on what is best for the children and school as a whole.
5. I will be aware of the implications of my role and how it affects my relationships with other school community members.
6. I will vote for an Executive Session of the Board if the situation requires it, but I will

consider secret sessions of Board members unethical.

7. I will not use the school or any part of the school program for my own economic advantage or for the advantage of my friends.
8. I will, prior to any deliberation on a topic with which I have a conflict of interest, disclose the conflict of interest and physically leave the deliberation room without comment and not return until the discussion has ended or a vote has been taken on the issue in which I have a conflict of interest.
- 8.9. I will not attempt to exercise my Board authority over the school or speak for the Board except to repeat explicitly stated Board decisions.
- 9.10. I will make no disparaging remarks, in or out of Board meetings, about other members of the Board or members of the school community.
- 10.11. I will express my honest and most thoughtful opinions frankly, in Board meetings, in an effort to have all decisions made for the best interest of the children and the school.
- 11.12. I will encourage all members of the Board to participate fully in Board action.
- 12.13. I will abide by and support majority decisions of the Board.
- 13.14. I will not discuss the confidential business of the Board outside of Board meetings.
- 14.15. I will not conduct Board business outside of Board meetings.
- 15.16. I will not individually judge the ~~Principal~~Executive Directors' or staff performance.
- 16.17. I will carefully read all information and ask critical questions so that I am fully informed about issues facing the Board.
- 17.18. I will not make decisions without a careful examination of all sides of issues.

4.1.4 Board Elections

4.1.5 Board Meeting Procedures

Board meetings will be conducted in a predictable manner that will be communicated to the school community.

1. The Board President will set the agenda for the meeting. The agenda will include items from the previous meeting, monitoring data, information and business items.
2. Board members will receive packets of information items, monitoring reports and the agenda at least one week before the next board meeting.
3. The agenda will be posted 48 hours before the meeting in the Administration Office in accordance with open meeting laws.
4. The agenda will identify items that are informational only.
5. All Board meetings are open to the public except that, upon a vote of a majority of the members present, an Executive Session may be held in accordance with open meeting laws.
6. Any member of the school community will be given the opportunity to address the Board during the Public Comment item on the agenda. Persons wishing to address the Board on

agenda items may do so at this time or when those items are being considered. There will be a time limit of 5 minutes per person for public comment. When there is a large number of speakers to be heard, the Board may shorten this time.

7. The Board will follow the decision making process outlined below for considering proposals for policy change in any governing documents:

Step 1	NOTIFICATION A written proposal is submitted to the Board of Directors outlining the proposed policy and anticipated implications.
Step 2	FACT-FINDING The proposal will be shared with parties who will be affected by the proposed policy change. Their input will be gathered in a report. A questionnaire might be distributed to seek feedback from a larger population. The results of any questionnaires will be gathered in a report.
Step 3	DISCUSSION AGENDA ITEM – BOARD OF DIRECTORS The proposal will be presented to the Board followed by the results of the fact-finding process. The Board will be able to ask questions about the proposal and its implications for the school. All proposals presented to the Board will address how the proposed change fits within the relevant document and the school’s mission. The Board will specify a period of time in which those in attendance may make public comments to the Board about the proposed policy. The Board will discuss the proposed policy and its implications for the school.
Step 4	ACTION AGENDA ITEM – BOARD OF DIRECTORS Public comment about the proposed policy will occur according to the Board’s Procedures Policy. A Board member will make a motion concerning a decision about the proposed policy change. Discussion might occur. If the motion is seconded, the Board members will vote on the motion made.

4.1.6 President’s Role

The President assures the integrity and fulfillment of the Board’s process and occasionally represents the Board to outside parties.

1. The President is charged with assuring that the Board behaves consistently within its own rules and those legitimately imposed upon it from outside the organization.
 - a. Discussion content during meetings will only pertain to issues that, according to Board Policy, clearly belong to the Board to decide, not the ~~Principal~~Executive Director.
 - b. Deliberation will be fair, open and thorough but also timely, orderly and to the point.

2. The President is authorized to use any reasonable interpretation of the provisions within the Board's Governance Process and Board-~~Principal~~Executive Director Linkage policies.
 - a. The President is empowered to chair Board meetings with all the commonly accepted power of that position (for example, ruling and recognizing).
 - b. The President has no authority to make decisions about policies created by the Board within the Ends and Executive Limitations (Means) policy areas. Therefore, the President has no authority to supervise or direct the ~~Principal~~Executive Director.
 - c. The President may represent the Board to outside parties in announcing Board-stated positions and in stating decisions and interpretations that are delegated to him.
 - d. The President may delegate authority but remains accountable for its use.

4.1.7 Board Committee Principles

Board committees, when used, will be assigned so as to reinforce the wholeness of the Board's job and so as never to interfere with delegation from the Board to the ~~Principal~~Executive Director.

1. Board committees are to help the Board do its job. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees will normally not have dealings with current staff operations.
2. Board committees may not speak or act for the Board except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully written in order not to conflict with authority delegated to the ~~Principal~~Executive Director.
3. Board committees cannot exercise authority over staff. Because the ~~Principal~~Executive Director works for the Board, the ~~Principal~~Executive Director will not be required to obtain approval from a committee of the Board before an Executive action.
4. Board committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a Board committee that has helped the Board create policy on some topic will not be used to monitor organizational performance on that same topic.
5. Committees will be used where appropriate.
6. This policy applies to any group that is formed by Board action, whether or not it is called a committee and regardless of whether the group includes Board members. It does not apply to committees formed under the authority of the ~~Principal~~Executive Director.

4.1.8 Board Committee Structure

The structure of the committees will facilitate their effectiveness.

1. Each Board committee will explicitly state its goal(s).

2. Each Board committee will explicitly state its actions.
3. Each Board committee will make regular reports to the Board.

Document History

<u>Change</u>	<u>Justification</u>	<u>Date of Board Approval</u>
Source Revision for this document. It was in some format other than Microsoft Word 2007.	Revision approved by previous boards.	September 10, 2007
Reformat from prior format into Microsoft Word 2007	Produce a consistent format for board documents	August 28, 2009
Updated conflict of interest statement for Board members	Clarification of expected behavior when there is a conflict of interest	March 14, 2011
<u>Updated text from “Principal” to “Executive Director”.</u>	<u>Due to organization change, it was necessary to update policy to reflect the change.</u>	
<u>Added table of contents and numbering</u>	<u>To bring clarity to the policy and make it easier to add to in the future.</u>	

Executive Summary

- The facilities committee will set committee goals for the 2021-2022 school year in their August 2021 meeting.
- Facilities meetings will occur the first Friday of every month
- Discussion of proposed boiler replacement (**includes proposed Motion for BoD**)
- Overview of roof drain replacement
- Overview of exterior door and interior door replacement/enhancement
- Review of site work conceptual plans done by Muller Engineering
- Final Draft review of counter-offer and MOA topic list (**includes proposed Motion for BoD**)

Boiler replacement located in the southwest corner of the main building (K-4th Technology Room):

- Lori Woods reported to the facilities committee about the bids received to date. Bids were requested from four mechanical contractors for work to be completed over the summer break. Two contractors withdrew due to schedule overload. *JCOR Mechanical Inc.* provided an unusually high bid (**\$240,780.00**). The remaining contractor, *Whitney Mechanical Company Inc.*, provided a base bid fee of **\$145,000.00**.
- The scope of the mechanical work includes a 10-week delay to receive the boiler units (material shortages) with an additional three (3) week schedule to complete the installation. This schedule would require a closure of the technology classroom during the first 3 weeks of school.
- Janelle Johnson reported to the facilities committee that the K-4 schedule could be adjusted to meet construction schedule. The use of Chromebooks would facilitate the elective schedule for 1st-4th grades outside of the Tech. Lab during the 3-4 weeks required.
- Lori Woods reported an industry wide price increase (moderate to significant) is expected for materials and labor over the next six to 12 months due to the current nationwide financial climate.
- Lori Woods also reported that the current mechanical system failed four times last year and the parts for the aged boilers are no longer available for order.

The committee recommended the board approve the lump sum fee provided by Whitney Mechanical Company, inc. up to but not to exceed \$160,000.00. Concern of the current system failing during freeze months which could result in emergency pricing. Additionally, support for this recommendation was given in concern for industry wide price increases if the work was postponed to the following Summer.

Roof Drain improvements:

- Norm Miendl reported to the Facilities committee on bids received to improve the under sized roof drain system on Buildings A and B. The undersized system causes significant ice build up and has been a safety concern over several building entrances.
- The fee for this work has been included in the 2020-2021 budget.

Safety increases for doors:

- Norm Miendl reported to the Facilities committee about pricing for Safety increases to doors that are not compliant.
 - Entire door system to be replaced on the south of Building B
 - Entire door system and threshold pad work for east side doors (Gym exit doors) of Building A
 - Gym interior doors will be upgraded to meet safety requirements
 - Library hallway exterior door safety increase.
 - Fee for this work has been included in the 2020-2021 budget.

Conceptual Design options provided by Muller Engineering

- The committee continued discussion of the conceptual designs provided by Muller. Alicia Borrego volunteered to provide line work to Muller for additional design options from the committee. Comments will be provided to Muller over the summer break to finalize two conceptual designs options to be presented to the BoD at the August regular meeting.

City of Arvada negation update:

- The committee chair (Micah Gilbreath) and Operations manager (Lori Woods) updated the committee on status of the negotiation process with the City of Arvada.
- A counter offer of \$625,000.00 was sent to Facilities team at Lincoln Academy in a DRAFT-MOA dated May 20, 2021. The city agreed to 22 of 25 MOA topic list the school requested.
- Legal counsel contracted by the BoD is in the final review. Any remaining changes to the document will be minor in nature not consist of negation changes with the city. However, this document may not be completed by the June 14, 2021 regular board meeting. The absence of a July meeting would delay the process so the committee chair will motion to have the board approve the counter-offer and MOA topic list with approval to finalize the legal documentation and signature.

Proposed Motions:

Motion: Motion to approve the base bid fee of \$145,000 provided by Whitney Mechanical Company, Inc. not to exceed \$160,000 for the mechanical boiler system installation in the southwest corner of the main building.

Motion: Motion to accept the City of Arvada's counteroffer of \$625,000 and the MOA topic list agreed upon with Lincoln Academy's Board of Directors and the City of Arvada, excluding any material changes. The final legal documentation and signature to be coordinated by Board President and Facilities Chair.

Motion: I move to appoint Micah Gilbreath as the Board representative to the Lincoln Academy Building Corporation and the Lincoln Academy Property Corporation. In addition, remove Jeff Baucum as the Board Representative from the Lincoln Academy Building Corporation and Phil Courtney as the Board representative from the Property Corporation.

Current Members: Lori Woods, Janelle Johnson, Norm Miendl, Alicia Borrego, Jason Wennen, and Doug Neely. **Next committee meeting,** August 6th @ 9 am. Any questions or interest in the committee, please contact MicahGilbreath@lincolnacadey.net

MEMORANDUM OF AGREEMENT
WEST 72ND AVENUE – KIPLING ST. TO SIMMS ST. PROJECT (THE “PROJECT”)
PARCEL NO. RW-61, TE-61, RW-62, PE-62, TE-62

This MEMORANDUM OF AGREEMENT (this “Agreement”) is by and between THE CITY OF ARVADA, COLORADO, a Colorado municipal corporation (“Arvada”) and Lincoln Academy Charter School Building Corporation, a Colorado nonprofit corporation as to TE-61, TE-62 and PE-62, and Lincoln Academy, a Colorado nonprofit corporation and charter school as to RW-61, RW-62, TE-61, TE-62 and PE-62 (“Owner”), with a mailing address of 7180 Oak Street, Arvada, CO 80004.

1.0 PROPERTY AND PROJECT.

1.1 Owner represents and warrants that Owner owns certain real property located at 7180 Oak Street, Arvada, Colorado 80004, more particularly described in **Exhibit “A”** attached hereto (the “Property”).

1.2 Arvada is planning to commence the construction of the Project, which will involve the replacement, expansion, modification and construction of certain street, sidewalk, utility, drainage and detention, electrical, communications facilities, fiber and all fixtures and devices appurtenant thereto, and other roadway improvements. Arvada desires to enter into an agreement with the Owner to acquire, and/or obtain the right to use the Property (collectively, the “Property Interests”), for municipal purposes.

2.0 TERMS AND CONDITIONS.

2.1 Owner, as their interests appear, shall convey the Property Interest(s) to Arvada by execution of a special warranty deed, a permanent easement and a temporary construction easement (collectively, the “Conveyance Documents”) in substantially the form attached hereto as **Exhibit “B”**, upon tender by Arvada of **SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$625,000.00)** (the “Purchase Price”). The Conveyance Documents shall be in a form approved by the City Attorney’s Office or by special counsel retained by Arvada to assist with securing the Property Interests.

2.2 The Purchase Price shall be delivered to Owner at closing upon delivery of the Conveyance Documents to Arvada on a mutually determined date, provided such date maintains Project schedule. Owner shall secure releases of all liens, judgments and encumbrances on the needed Property prior to closing. If not paid by Owner before closing, the Purchase Price will be reduced at closing by, if applicable, (a) all taxes (including prorated taxes for the current year) and special assessments for the current year and (b) the amount of any lien, judgment or encumbrance on the Property.

The Owner agrees that the Purchase Price is sufficient consideration and represents the total just compensation due to the Owner for the Owner’s conveyance of the Property Interests to Arvada.

2.3 Possession of the Property Interests shall be deemed to have been delivered to Arvada when it deposits the Purchase Price, as set forth above, into an escrow account for the benefit of the

Owner or on the date Owner executes the Conveyance Documents and receives the Purchase Price. If Owner subsequently interferes with, or otherwise attempts to prevent possession of the Property, Owner shall be subject to eviction and shall be liable for a daily rental of One Hundred Dollars (\$100.00) until possession is delivered to Arvada.

2.4 Time is of the essence hereof. If Owner is in default with respect to, breaches, or fails to perform one or more of the representations, covenants, warranties, or other terms of this Agreement, Arvada will have the right to exercise any remedy available at law or equity or under this Agreement including, without limitation, the right to terminate this Agreement or to seek specific performance.

3.0 EXHIBITS. All exhibits attached to this Agreement are incorporated herein by this reference, including the May 20, 2021 letter from Grantee to Grantor.

4.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

5.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings relating to the Conveyance Documents. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective upon execution by both parties.

DATED this ____ day of _____, 2021.

CITY OF ARVADA,
a Colorado municipal corporation

Marc Williams, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

Attest:

Approved as to form

City Clerk

for Rachel A. Morris, City Attorney

ATTEST

OWNER

**Lincoln Academy Charter School
Building Corporation, a Colorado
nonprofit corporation**

By: Douglas Charles Neely, Secretary

By: Jeff Baucum, President

ATTEST

OWNER

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A
(Legal Descriptions)

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL B, DESCRIBED AT RECEPTION NO. 2013125159 IN THE OFFICIAL JEFFERSON COUNTY RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);

THENCE SOUTH 87°43'35" EAST, A DISTANCE OF 661.39 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 72ND AVENUE, THE NORTHWEST CORNER OF SAID PARCEL, AND THE POINT OF BEGINNING;

THENCE NORTH 89°40'26" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 262.33 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AND A POINT ON THE COMMON LINE OF SAID PARCEL AND A TRACT OR PARCEL OF LAND DESCRIBED IN BOOK 130 AT PAGE 355;

THENCE SOUTH 48°23'47" EAST ALONG COMMON LINE, A DISTANCE OF 37.41 FEET;

THENCE SOUTH 89°40'26" WEST, A DISTANCE OF 290.01 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL B AND PARCEL A, DESCRIBED AT RECEPTION NO. 2013125159;

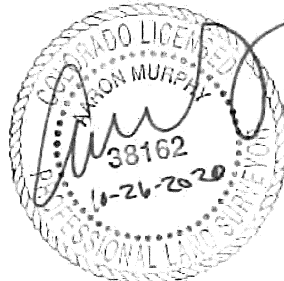
THENCE NORTH 00°40'03" WEST ALONG SAID COMMON LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,904 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



FILED: PL 11/23/2020 JAF & CHARTS: PARCEL 61, BOUNDING LAYOUT, LAYOUT
PLOTTER: MDM 12/28/20 BY: JEREMY FELDER

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 10/23/2020	PROJECT #: 181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 61
RIGHT-OF-WAY ACQUISITION

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.8311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

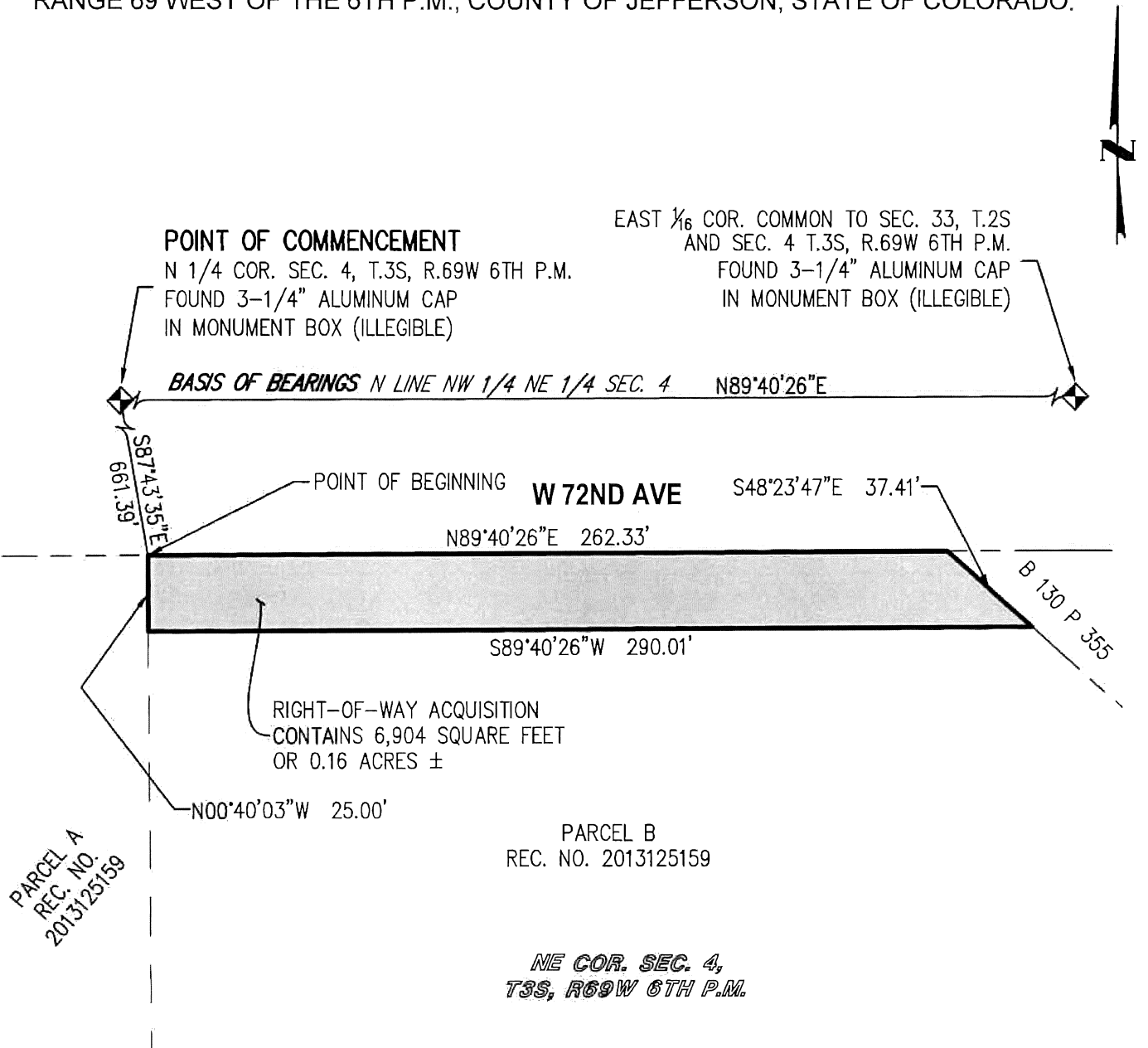
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1 OF 2

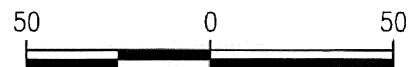
EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.



NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS DOCUMENT IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE AND IS NOT TO BE USED AS ONE. THIS DOCUMENT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.
4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



SCALE: 1" = 50'

REVISION: P:\91207\91207.DWG 10/23/2020 10:23:24 AM JAF

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ISSUE DATE	PROJECT #
10/23/2020	181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL - 61
RIGHT-OF-WAY ACQUISITION

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHKD BY: AWM
DRAWN BY: JAF

SHEET NO.

2

OF 2

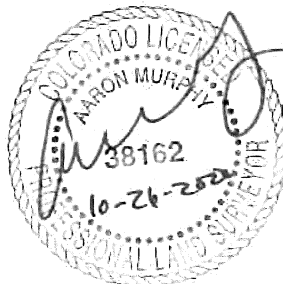
SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

COMMENCING AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33, TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);

THENCE NORTH 89°40'26" EAST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



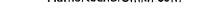
ISSUED: MON 10/21/20 EMBL 744 BY: JERRY FELD ISSUE DATE: 10/23/2020 PROJECT #: 181207	EXHIBIT A PARCEL- 61 TEMPORARY EASEMENT	 1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303 623 6300 F: 303 623 6311 HarrisKocherSmith.com	CHKD BY: AWM DRAWN BY: DJH SHEET NO. 1 1 OF 2
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EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

POINT OF COMMENCEMENT

N 1/4 COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST 1/6 COR. COMMON TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

BASIS OF BEARINGS N LINE NW 1/4 NE 1/4 SEC. 4

N89°40'26"E

S81°13'55"W 374.63'

W 72ND AVE

POINT OF BEGINNING

B 130
P 355

N89°40'26"E 290.01'

S89°40'26"W 275.62'

S48°23'47"E 7.48'

TEMPORARY EASEMENT
CONTAINS 4,685 SQUARE FEET
OR 0.11 ACRES ±

PARCEL B
REC. NO. 2013125159

**NE COR. SEC. 4,
T3S, R69W 6TH P.M.**

PARCEL A
REC. NO.
2013125159

N00°40'03"W 220.66'

S00°00'00"E 129.39'

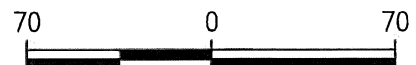
S00°00'00"E 86.36'

N90°00'00"W 9.34'

N90°00'00"W 8.08'

NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
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4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



SCALE: 1" = 70'

PLANNING, FIELDWORK, MEASUREMENTS & SURVEYING, LAYOUT, LAYOUT
NO. 1000, 1120 LINCOLN STREET, SUITE 1000, DENVER, CO 80203
P: 303 623 6300 F: 303 623 6311 HARRISKOCHERSMITH.COM

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 10/23/2020	PROJECT #: 181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 61
TEMPORARY EASEMENT

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: DJH

SHEET NO.

2

2 OF 2

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL A DESCRIBED AT RECEPTION NO. 2013125159 IN THE OFFICIAL JEFFERSON COUNTY RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);

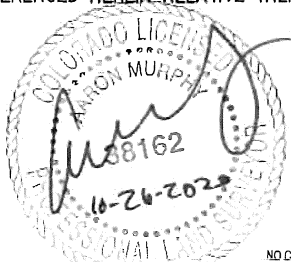
THENCE SOUTH 28°15'52" EAST, A DISTANCE OF 84.19 FEET THE POINT OF BEGINNING;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 119.30 FEET;
THENCE SOUTH 89°44'59" EAST, A DISTANCE OF 167.52 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 45.84 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 263.92 FEET;
THENCE NORTH 00°20'06" WEST, A DISTANCE OF 109.63 FEET;
THENCE NORTH 89°40'26" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°20'06" EAST, A DISTANCE OF 109.74 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 109.11 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 23.76 FEET;
THENCE SOUTH 89°43'09" WEST, A DISTANCE OF 102.84 FEET;
THENCE SOUTH 00°02'49" EAST, A DISTANCE OF 9.91 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 234.57 FEET;
THENCE SOUTH 59°59'07" WEST, A DISTANCE OF 91.75 FEET;
THENCE SOUTH 28°47'43" WEST, A DISTANCE OF 204.75 FEET;
THENCE SOUTH 89°19'57" WEST, A DISTANCE OF 74.81 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 12.61 FEET;
THENCE SOUTH 58°51'53" EAST, A DISTANCE OF 35.03 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 74.97 FEET;
THENCE SOUTH 53°09'36" WEST, A DISTANCE OF 30.87 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 112.87 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL A AND A TRACT OR PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2018051790;
THENCE SOUTH 89°40'26" WEST ALONG SAID COMMON LINE, A DISTANCE OF 5.00 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 115.37 FEET;
THENCE NORTH 53°09'36" EAST, A DISTANCE OF 30.87 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 69.65 FEET;
THENCE NORTH 58°51'53" WEST, A DISTANCE OF 35.03 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 358.86 FEET;
THENCE NORTH 47°04'05" EAST, A DISTANCE OF 6.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 50,968 SQUARE FEET OR 1.17 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILED IN: 11/26/2020 10:00 AM
PROJECT: 181207

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
PERMANENT EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

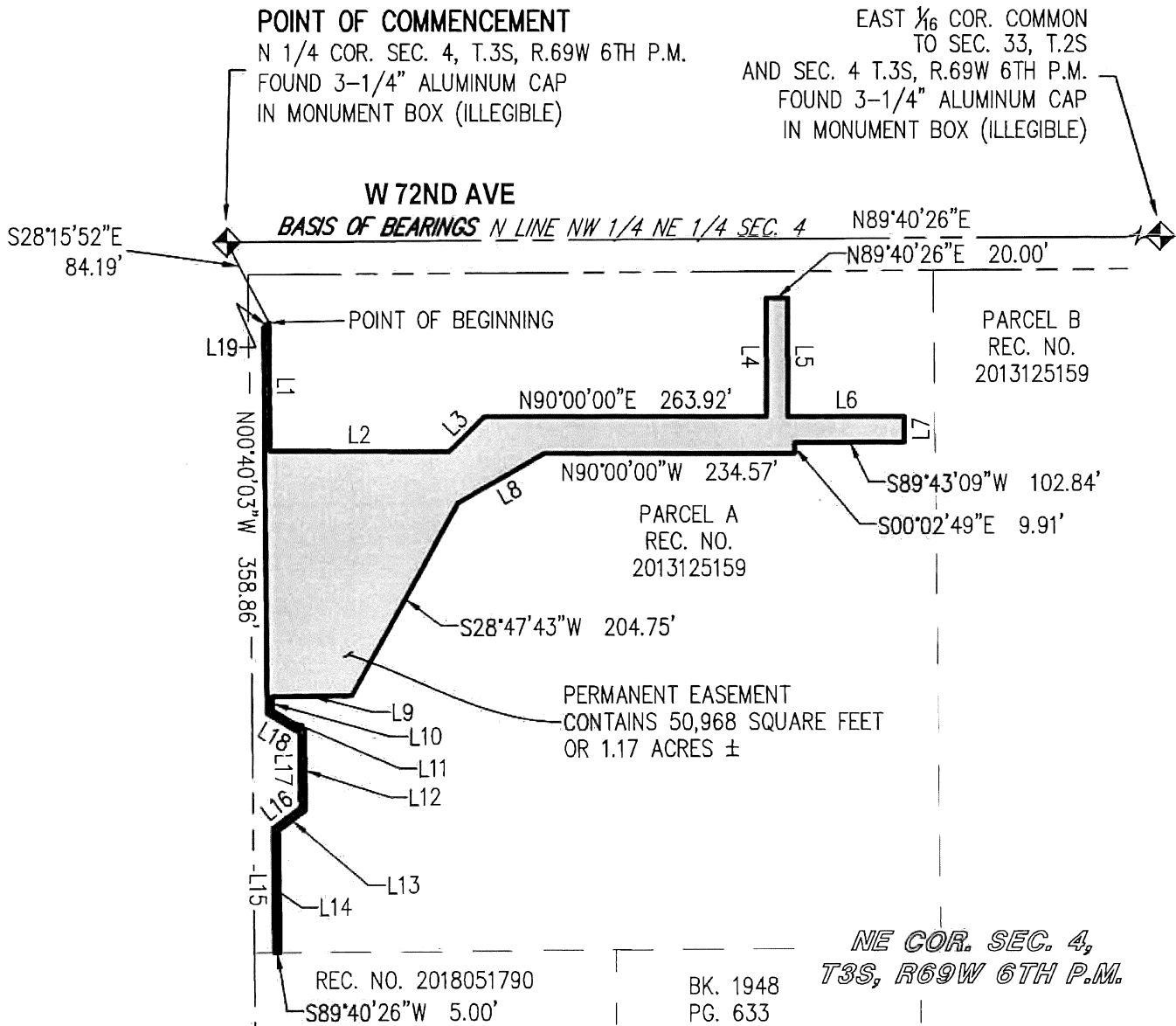
SHEET NO.

1

1 OF 3

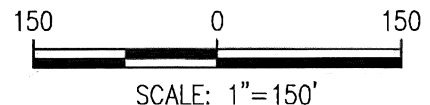
EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.



NOTES:

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ALPHA: P:\181207\181207\LOCALS & EXHIBITS\PARCEL 62_PEGGING_LAYOUT1.DWG
DATE: 10/26/2020 7:25:11A BY: JAF

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
PERMANENT EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHKD BY: AWM
DRAWN BY: JAF

SHEET NO.

2

OF 3

LINE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°40'03"E	119.30'
L2	S89°44'59"E	167.52'
L3	N45°00'00"E	45.84'
L4	N00°20'06"W	109.63'
L5	S00°20'06"E	109.74'
L6	N90°00'00"E	109.11'
L7	S00°00'00"W	23.76'
L8	S59°59'07"W	91.75'
L9	S89°19'57"W	74.81'
L10	S00°40'03"E	12.61'
L11	S58°51'53"E	35.03'
L12	S00°40'03"E	74.97'
L13	S53°09'36"W	30.87'
L14	S00°40'03"E	112.87'
L15	N00°40'03"W	115.37'
L16	N53°09'36"E	30.87'
L17	N00°40'03"W	69.65'
L18	N58°51'53"W	35.03'
L19	N47°04'05"E	6.76'

FILEPATH: P:\10107\SURVEY\LOCALS & CREDITS\PAWEL KILPCINSKI LAYOUT: LAYOUT1
NO. 0001
PLOTED: MON 15/06/25 7:25:11A BY: JRMW/FELDER

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

[illegible]

EXHIBIT A

PARCEL- 62
PERMANENT EASEMENT



CHK'D BY: AWM
DRAWN BY: JAF

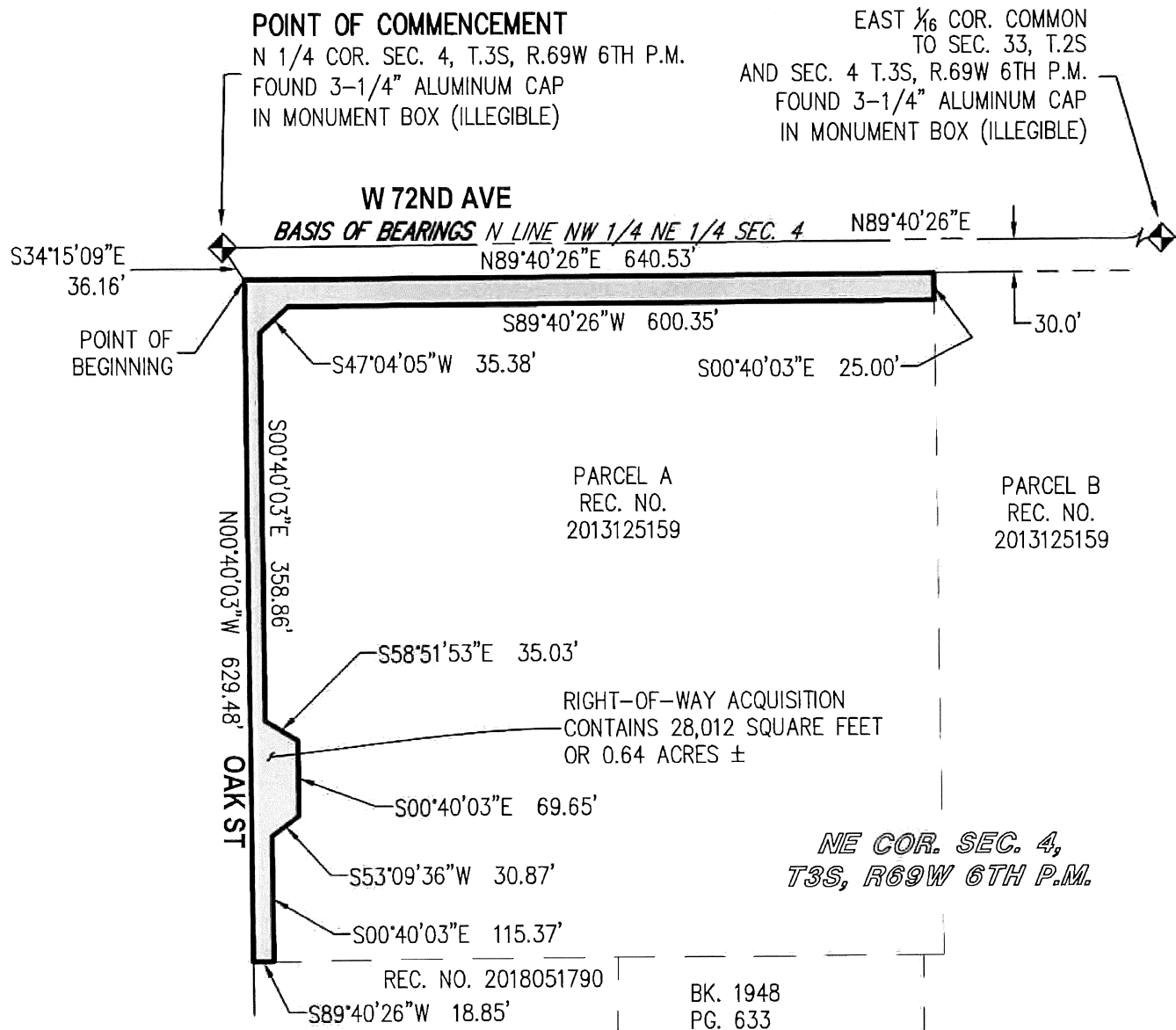
SHEET NO.

3

3 OF 3

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.



FILED IN: P:\181207\BANKING\MEALS & EXPENSES\PARCEL 62_RIGHT-OF-WAY ACQUISITION LAYOUTS
NO. 181207
DATE: NOV 10 2020 10:53 AM BY: JERRY FLEMMING

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE:	PROJECT #:
10/26/2020	181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
RIGHT-OF-WAY ACQUISITION

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHKD BY: AWM
DRAWN BY: JAF

SHEET NO.

2

2 OF 2

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THREE PARCELS OF LAND BEING A PORTION OF PARCEL A RECORDED AT RECEPTION NO. 2013125159, IN THE OFFICIAL JEFFERSON COUNTY RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);
THENCE SOUTH 05°56'24" EAST, A DISTANCE OF 424.42 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°19'57" EAST, A DISTANCE OF 74.81 FEET;
THENCE NORTH 28°47'43" EAST, A DISTANCE OF 139.91 FEET;
THENCE SOUTH 54°18'09" EAST, A DISTANCE OF 55.18 FEET;
THENCE SOUTH 23°36'33" WEST, A DISTANCE OF 70.74 FEET;
THENCE SOUTH 59°50'51" EAST, A DISTANCE OF 88.94 FEET;
THENCE SOUTH 30°09'09" WEST, A DISTANCE OF 82.11 FEET;
THENCE NORTH 59°12'32" WEST, A DISTANCE OF 27.85 FEET;
THENCE SOUTH 68°52'07" WEST, A DISTANCE OF 165.11 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 102.51 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL A AND A TRACT OR PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2018051790;
THENCE SOUTH 89°40'26" WEST ALONG SAID COMMON LINE, A DISTANCE OF 10.00 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 112.87 FEET;
THENCE NORTH 53°09'36" EAST, A DISTANCE OF 30.87 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 74.97 FEET;
THENCE NORTH 58°51'53" WEST, A DISTANCE OF 35.03 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 12.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28,247 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

PARCEL TWO:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);
THENCE SOUTH 48°03'28" EAST, A DISTANCE OF 81.77 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°40'26" EAST, A DISTANCE OF 443.65 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';
THENCE SOUTH 00°20'06" EAST, A DISTANCE OF 109.63 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 263.92 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 45.84 FEET;
THENCE NORTH 89°44'59" WEST, A DISTANCE OF 167.52 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 119.30 FEET;
THENCE NORTH 47°04'05" EAST, A DISTANCE OF 28.62 FEET TO THE POINT OF BEGINNING.

FILEPATH: P:\181207\SURVEY\LEGALS & CERTIFICATES\62_TEMP.DWG LAYOUT: 622 1
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 10/20/2020 PROJECT #: 181207

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL-62
TEMPORARY EASEMENT

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

SHEET NO.

1

1 OF 5

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

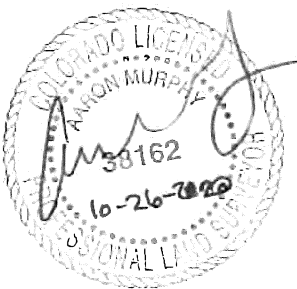
COMMENCING AT SAID POINT 'A';
THENCE SOUTH 43°55'44" WEST, A DISTANCE OF 27.92 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°19'48" EAST, A DISTANCE OF 76.43 FEET;
THENCE NORTH 89°56'12" WEST, A DISTANCE OF 277.16 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 74.54 FEET;
THENCE NORTH 89°40'26" EAST, A DISTANCE OF 276.72 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

~~PARCEL THREE~~
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);
THENCE SOUTH 84°20'09" EAST, A DISTANCE OF 527.04 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°40'26" EAST, A DISTANCE OF 136.70 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL A AND PARCEL B, DESCRIBED AT RECEPTION NO. 2013125159;
THENCE SOUTH 00°40'03" EAST ALONG SAID COMMON LINE, A DISTANCE OF 220.66 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 11.92 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 86.36 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 17.60 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 23.76 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 109.11 FEET;
THENCE NORTH 00°20'06" WEST, A DISTANCE OF 109.74 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

[illegible]

PARCEL- 62
TEMPORARY EASEMENT



CHK'D BY: AWM
DRAWN BY: JAE

QUESTIONS

4

OF

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

POINT OF COMMENCEMENT

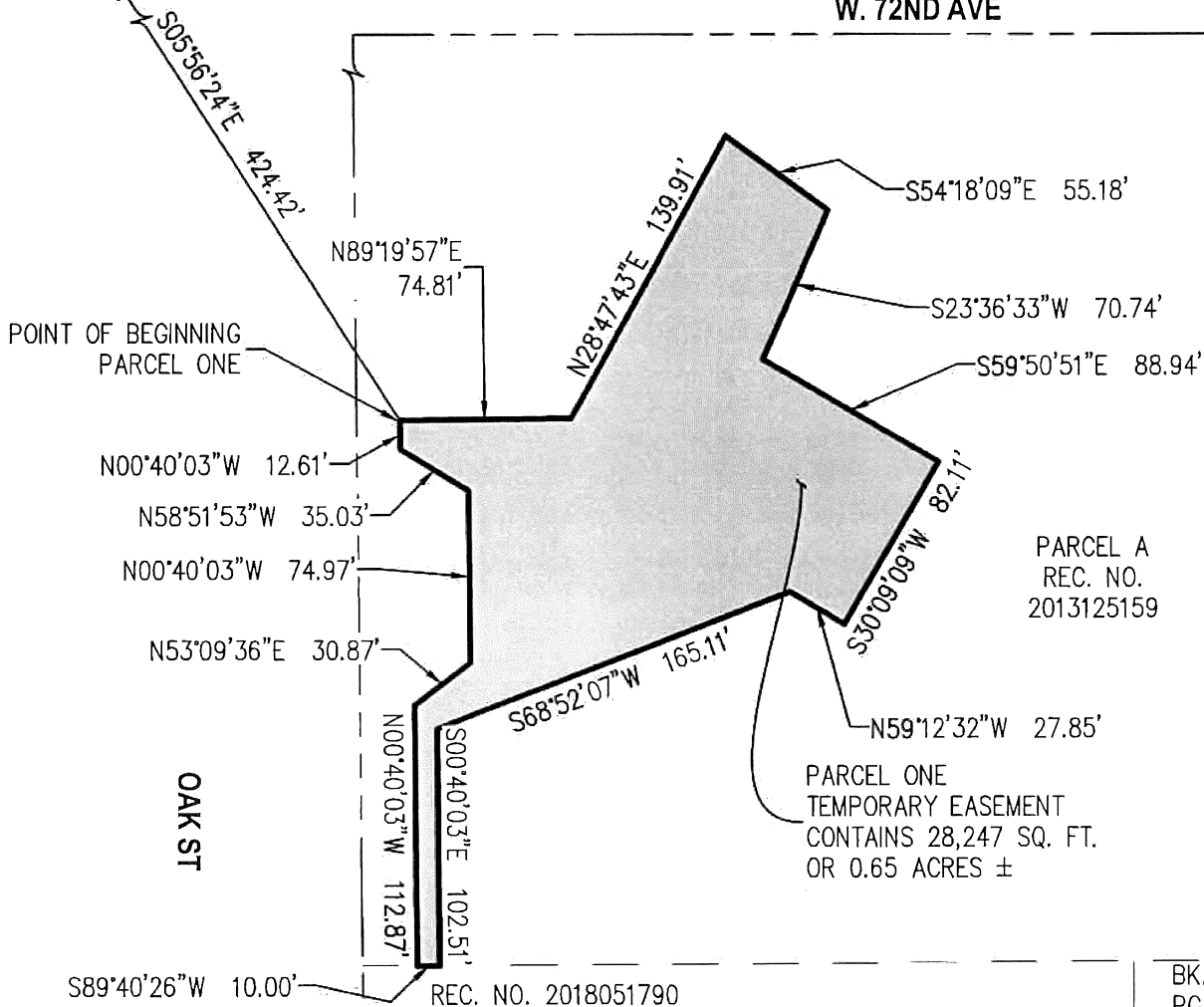
NW COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST 1/16 COR. COMMON
TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

BASIS OF BEARINGS N LINE NW 1/4 NE 1/4 SEC. 4

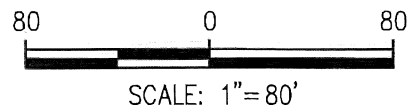
N89°40'26"E

W. 72ND AVE



NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS DOCUMENT IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE AND IS NOT TO BE USED AS ONE. THIS DOCUMENT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.
4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



FILED: 10/20/2020 SURVEY: 181207 & EXHIBIT: PARCEL 62_TEMPORARY EASEMENT 1
10/20/2020 10:20:20 AM JAF JAF

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ISSUE DATE:	10/20/2020	PROJECT #:	181207
DATE	REVISION COMMENTS		

EXHIBIT A

PARCEL- 62
TEMPORARY EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

SHEET 122

3

3 OF 5

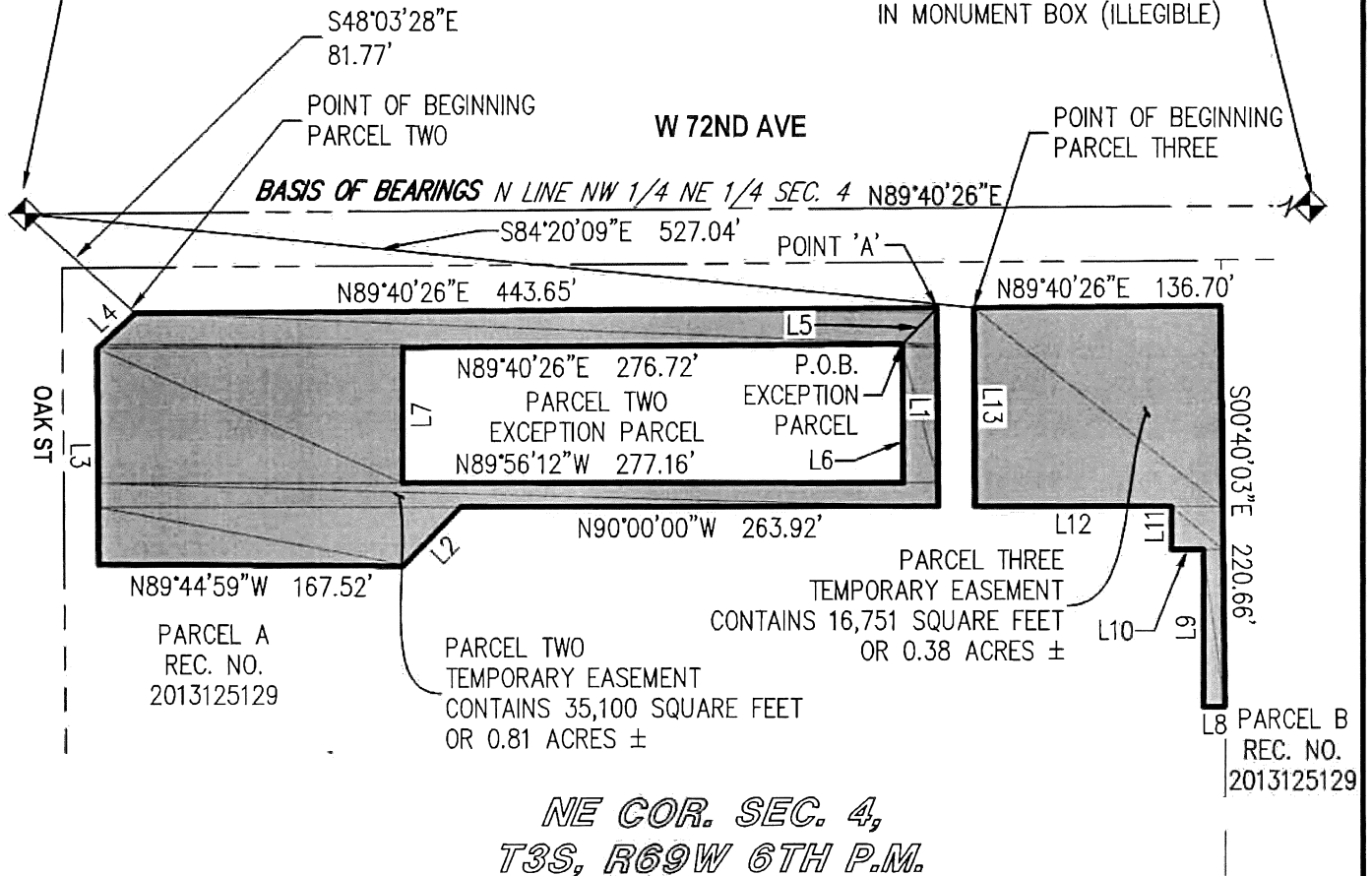
EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

POINT OF COMMENCEMENT

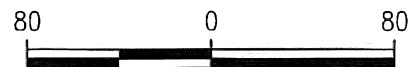
N 1/4 COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST 1/16 COR. COMMON
TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)



NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
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- THIS DOCUMENT IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE AND IS NOT TO BE USED AS ONE. THIS DOCUMENT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.
- ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



SCALE: 1" = 80'

PREPARED BY: HARRIS KOCHER SMITH & ASSOCIATES, P.C. 1120 LINCOLN STREET, SUITE 1000, DENVER, CO 80203
P: 303.623.6300 F: 303.623.6311
HARRISKOCHERSMITH.COM

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

DATE	REVISION COMMENTS
10/20/2020	PROJECT #: 181207

EXHIBIT A

PARCEL- 62
TEMPORARY EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

SHEET NO.:

4

4 OF 5

LINE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'06"E	109.63'
L2	S45°00'00"W	45.84'
L3	N00°40'03"W	119.30'
L4	N47°04'05"E	28.62'
L5	S43°55'44"W	27.92'
L6	S00°19'48"E	76.43'
L7	N00°00'00"E	74.54'
L8	N90°00'00"W	11.92'
L9	N00°00'00"E	86.36'
L10	N90°00'00"W	17.60'
L11	N00°00'00"E	23.76'
L12	N90°00'00"W	109.11'
L13	N00°20'06"W	109.74'

FILEPATH: P:\181207\SURVEY\MEALS & EXHIBITS\PARCEL 62_LAYOUTS LAYOUTS TABLES
 10/20/20
 10/20/20 MON 10/20/20 8:30 AM BY: JEFFREY FELDER

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ISSUE DATE: 10/20/2020		PROJECT #: 181207
DATE	REVISION COMMENTS	

EXHIBIT A

PARCEL- 62
TEMPORARY EASEMENT

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

CHK'D BY: AWM
 DRAWN BY: JAF

SHEET 1.0.

5

5 OF 5

EXHIBIT B

(Conveyance Documents)

SPECIAL WARRANTY DEED

THIS DEED, dated _____, 2021, is between **Lincoln Academy, a Colorado nonprofit corporation and charter school**, whose address is, 7180 Oak Street, Arvada, CO 80004, Grantor, and the **City of Arvada, a home rule city and municipal corporation of the of the counties of Jefferson and Adams**, whose address is 8101 Ralston Road, Arvada, CO 80002 Grantee:

WITNESS, that the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Jefferson and State of Colorado, described as follows:

EXHIBIT A attached hereto and incorporated herein

Assessor's schedule or parcel number: 39-041-00-003 and 39-041-00-026 (Part of)
Address: 7180 Oak Street Arvada, CO 80004 (Part of)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor covenants, grants, bargains, and agrees to and with the grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way and other encumbrances of record.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GRANTOR

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

ATTEST

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy, a Colorado
nonprofit corporation and charter school.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 2021, by and between **Lincoln Academy Charter School Building Corporation**, a Colorado nonprofit corporation and **Lincoln Academy**, a Colorado nonprofit corporation and charter school ("Grantor"), whose legal address is 7180 Oak Street, Arvada, CO 80004, and the **CITY OF ARVADA**, a Colorado municipal corporation ("Grantee") whose legal address is 8101 Ralston Road, Arvada, CO 80001-8101.

I. GRANT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual, nonexclusive easement and right-of-way (the "Easement") in, on, over, under, through and across the land described in Exhibit A (the "Easement Property"), attached hereto and incorporated herein.

II. USE

A. **Use of Easement by Grantee.** The right to use the Easement Property shall belong to the Grantee and its officers, agents, employees, assigns, designees, contractors, guests, and invitees and all those acting by or on behalf of it for the following purposes:

1. constructing, surveying, installing, operating, using, reconstructing, replacing, and maintaining in accordance with the Arvada City Code, improvements in the nature of street, sidewalk, utility, drainage and detention, electrical, communications facilities, fiber and all fixtures and devices appurtenant to all of the foregoing, and other roadway improvements and related facilities (the "Improvements") in, on, over, under, through and across the Easement Property;
2. restoring the Easement Property, within a reasonable amount of time, including the surface of the ground and all landscaping, to substantially the same condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements;
3. removing objects or structures, temporary or permanent, interfering with the purposes described herein, including without limitation, cutting, removing, trimming, or otherwise controlling all trees, brush, and other growth on or overhanging the Easement Property.

B. Improvements within Easement Property.

1. Grantor shall not construct or place any structure, improvements, building, fence, streetlight, power pole, yard light, mailbox or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, garden or landscaping design feature (the "Obstructions") on any part of the Easement Property without the Grantee's prior, written approval.
2. Any Obstructions situated on any of the Easement Property without Grantee's prior, written approval shall be removed by Grantor upon demand by the Grantee or may be removed by the Grantee, at Grantor's cost, without liability for damages arising therefrom.

C. **Subjacent and Lateral Support; Earth Cover.** Grantor shall take no action which would impair or in any way modify the earth cover over, or the lateral or subjacent support for the Improvements within the Easement Property without obtaining the prior, written permission of the Grantee.

D. **Assignment.** The Grantee shall have the right and authority to assign to any appropriate local governmental entity, ditch company, or public utility provider all rights to use, and all obligations associated with the Easement acquired by the Grantee. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate railroad entity, local governmental entity, ditch company or public utility provider for purposes authorized herein with respect to the Improvements.

E. **Use of Easement by Grantor.** The Easement Property shall remain in the fee ownership of the Grantor and may be used by the Grantor for any lawful purpose not inconsistent with the purposes set forth in this Agreement. The use of the Easement Property by the Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity or entities with authority over the Easement Property.

F. **Runs with the Land.** The rights, benefits, and obligations created hereby shall constitute a perpetual burden upon the Easement Property and the estate of the Grantor in the underlying lands and shall run with the land and be binding upon the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor set the hand and seal of the Grantor on the date set forth above.

GRANTOR

**Lincoln Academy Charter School Building
Corporation, a Colorado nonprofit
corporation**

Attest:

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy
Charter School Building Corporation, a Colorado nonprofit corporation.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

GRANTOR

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

Attest:

By: _____
Title: _____

By: _____
Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy, a
Colorado nonprofit corporation and charter school.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) made this _____ day of _____, 2021, by and between **Lincoln Academy Charter School Building Corporation**, a Colorado nonprofit corporation and **Lincoln Academy**, a Colorado nonprofit corporation and charter school (“Grantor”), whose legal address is 7180 Oak Street, Arvada, CO 80004, and the **CITY OF ARVADA**, a Colorado municipal corporation (“Grantee”) whose legal address is 8101 Ralston Road, Arvada, CO 80001-8101.

I. GRANT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor by these presents hereby grants and conveys to the Grantee, its successors and assigns, a temporary, nonexclusive construction easement (the “Easement”) in over and across the land described in Exhibit A (the “Easement Property”), attached hereto and incorporated herein.

II. TERM AND USE

A. **Term.** This Agreement shall be for an original term of thirty (30) consecutive months and shall begin thirty (30) days after the Grantee gives written notice to proceed to its contractor.

B. **Use of Easement by Grantee.** The right to use the Easement Property shall belong to the Grantee and its officers, agents, employees, assigns, designees, contractors, guests, and invitees and all those acting by or on behalf of it for the following purposes:

1. constructing, surveying, installing, operating, using, reconstructing, replacing, and maintaining in accordance with the Arvada City Code, improvements in the nature of street, sidewalk, utility, electrical, communications facilities, fiber and all fixtures and devices appurtenant to all of the foregoing, and other roadway improvements and related facilities (the “Improvements”) in, on, over, under, through and across the Easement Property;

2. restoring the Easement Property, within a reasonable amount of time, including the surface of the ground and all landscaping, to substantially the same condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements;

3. removing objects or structures, temporary or permanent, interfering with the purposes described herein, including without limitation, cutting, removing, trimming, or otherwise controlling all trees, brush, and other growth on or overhanging the Easement Property. If any existing building or overhang is within the Easement property, it will not be impacted.

C. Improvements within Easement Property.

1. Grantor shall not construct or place any structure, improvements, building, fence, streetlight, power pole, yard light, mailbox or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, garden or landscaping design feature (the “Obstructions”) on any part of the Easement Property without the Grantee’s prior, written approval.

2. Any Obstructions situated on any of the Easement Property without Grantee’s prior, written approval shall be removed by Grantor upon demand by the Grantee or may be removed by the Grantee, at Grantor’s cost, without liability for damages arising therefrom.

D. Subjacent and Lateral Support; Earth Cover. Grantor shall take no action which would impair or in any way modify the earth cover over, or the lateral or subjacent support for the Improvements within the Easement Property without obtaining the prior, written permission of the Grantee.

E. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity, ditch company, or public utility provider all rights to use, and all obligations associated with the Easement acquired by the Grantee. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate railroad entity, local governmental entity, ditch company or public utility provider for purposes authorized herein with respect to the Improvements.

F. Use of Easement by Grantor. The Easement Property shall remain in the fee ownership of the Grantor and may be used by the Grantor for any lawful purpose not inconsistent with the purposes set forth in this Agreement. The use of the Easement Property by the Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity or entities with authority over the Easement Property.

IN WITNESS WHEREOF, the Grantor set the hand and seal of the Grantor on the date set forth above.

GRANTOR

**Lincoln Academy Charter School Building
Corporation, a Colorado nonprofit
corporation**

Attest:

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____ and _____ as _____ and _____ of Lincoln Academy Charter School Building Corporation, a Colorado nonprofit corporation.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

GRANTOR

Lincoln Academy, a Colorado nonprofit corporation and charter school

Attest:

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____ and _____ as _____ and _____ of Lincoln Academy, a Colorado nonprofit corporation and charter school.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public



CITY OF ARVADA

May 20, 2021

Lincoln Academy Charter School
Attn: Lori Woods, Annette Ernst, Micah Gilbreath
7180 Oak Street
Arvada, CO 80004

RE: 72nd Avenue Expansion Project – Lincoln Academy

Dear Lincoln Academy Team,

Thank you for providing a list of your concerns and a counteroffer to the City's original offer letter dated March 12, 2021. After our meeting with you on May 13, 2021 in which we discussed the items as outlined on the following pages, the City carefully reviewed and assessed the items. In an effort to keep this process from going back and forth with multiple counteroffers, the City has fully agreed to 20 of the 24 listed items on the following pages. The items to which the City cannot agree to are based on available or projected information, and the experience the project team has on these types of major capital projects. The City project team has put together a very strong response and revised offer for Lincoln Academy's consideration.

The City offers to acquire the interests for \$625,000. This offer includes costs for a 30-month temporary easement and funds for Lincoln Academy to reestablish the irrigation pumps and irrigation system, per item number 14 below. The City is hopeful that Lincoln Academy will accept this revised offer. The City understands that our partnership will continue throughout the duration of the construction process and we look forward to working with you.

Below, please find the City's responses related to acceptance or non-acceptance of the items on the list supplied in the May 13, 2021 meeting. If Lincoln Academy agrees to accept the City's offer and the terms described below, the City will prepare the agreements for final approval.

Sincerely,

Bill Cornelius, P.E.
Transportation Design Manager
City of Arvada Project Team

Scheduling Items:

1. Two-week notice/duration of utility down times (Agreed) Note that utility companies control the notice and duration of service interruption. The City will work with the utility companies to try to meet this request.
2. Four-week notice of traffic interruptions
 - A. Lincoln Academy to provide schedule showing daily peak traffic times (duly noted)
 - B. Full access to all entries required during daily peak traffic times (Agreed)
3. Work occurring during school year will be limited to non-peak traffic periods (Agreed)
4. One-week notice required for pedestrian access interruption (Agreed)
5. Construction of work package #1 to occur over Lincoln Academy summer break 2021 (Agreed)
 - A. June 4, 2021 through August 9, 2021 (no students on campus) (Duly Noted)
6. Construction of work package #2 to occur over Lincoln Academy summer break 2022 (Agreed)
 - A. May 30, 2022 through early August (TBD)
7. Construction of work package #3 timing to be coordinated with Lincoln Academy prior to bidding Package. We agree to work with you on the schedule that will ultimately go into the Package 3 Contract. That Contract would be agreed to by the Contractor, before work could begin.
8. Lincoln Academy to be provided current progress meeting updates on continual basis. (Agreed) City agrees to provide Lincoln Academy schedule updates through email.

Physical Items:

9. Abandoned entries to the site to have all hardscapes removed.
 - A. West Entry to be regraded and seeded (native) Agreed
 - B. North Entry to be replaced by asphalt parking lot-to be coordinated with Lincoln Academy. (Agreed) See exhibit on page 4.
10. City to install crosswalk and crossing beacon at Oak Street entry (RRBG with overhead arm preferred) (Not Agreed) City will not install a mast-arm RRFB on Oak Street. The City Traffic Engineer reviewed this option and confirmed that the additional ornaments provided by a mast-arm RRFB do not improve pedestrian safety on a 30 mph roadway with limited visual obstructions. Therefore, it is not an appropriate treatment for this location. The City will install a standard RRFB as planned.
11. City to install school zone speed signs on Oak Street and on 72nd Avenue with locations coordinated with Lincoln Academy. While we will agree to install all required school advance warning signs and warning signs, the spacing and sign types are regulated by the Manual on Uniform Traffic Control Devices. The standards that apply to all school zones will apply here. Our traffic team will work with you to make sure that we add proper enhanced sign conspicuity, if warranted, and to try to optimize awareness while considering the balance of vehicular, bicycle and pedestrian safety.
12. Water flow to NE irrigation pond to be re-established by City (source and amount to be



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14. Irrigation pump and irrigation system to be re-established. The City incorporated the cost to reestablish the pump and irrigation system into the offer above. Lincoln Academy will need to reestablish these facilities.

15. Relocate electrified marquis to location approved by Lincoln Academy (Agreed)
A. Lincoln Academy to approve new base design (Agreed)

16. Interior fencing disturbed by storm drain installation to be replaced or monetary compensation Provided (Agreed)

17. Extend chain link fencing at Oak St, south of drive by additional 100' (Agreed)

18. 6' chain link fence required around new water quality pond (Agreed)

19. Privacy fence to be replaced along 72nd Avenue east of north exit/entry (Agreed)

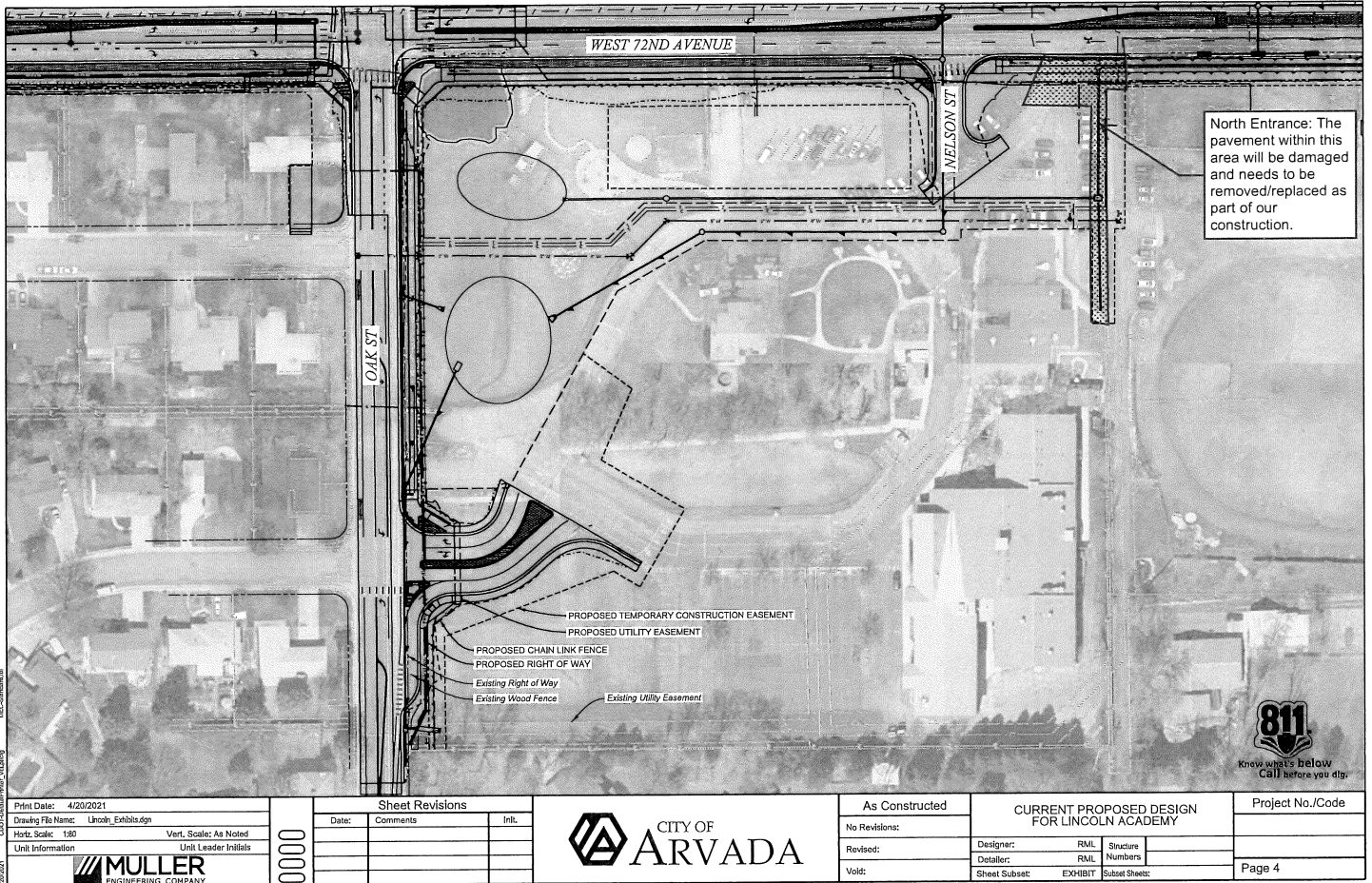
20. As noted on plans, all exterior fencing disturbed by the City project will be replaced (Agreed)

21. Asphalt drive lane disturbed by storm drain installation to be replaced at full depth and full width of drive lane (Agreed)

22. City to obtain liability insurance for water quality pond, waiving Lincoln Academy of responsibility for any damages (Not Agreed)

23. City to list Lincoln Academy as an additional insured during the construction project and warranty period (Not Agreed)

24. As-builts of all new construction, utilities, and irrigation water transport and systems to be provided after construction is completed (Agreed) The City will provide as-builts for work the City's contractor performs for Lincoln Academy facilities.



Print Date:	4/20/2021
Drawing File Name:	Lincoln_Exhibits.dgn
Horiz. Scale:	1"=80'
Unit Information	Unit Leader Initials

Sheet Revisions		
Date:	Comments	Init.



As Constructed
No Revisions:
Revised:
Void:

CURRENT PROPOSED DESIGN FOR LINCOLN ACADEMY			
Designer:	RML	Structure	
Detailer:	RML	Numbers	
Sheet Subset:	EXHIBIT	Subsidiary Sheets:	

Project No./Code
Page 4

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lincoln Academy Charter School Building Corporation, a Colorado nonprofit corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

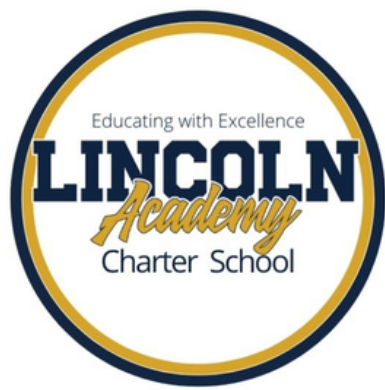
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Brief Overview of Appraisals and Negotiation Timeline

Appraisals:

Item	Hegerty Report (City)	Roerig Report (Lincoln)	Difference
Total Compensation Value (excluding sign)	\$563,792	\$746,155	\$182,363

*Primary reason for difference of compensation value are the comparative properties used by each appraiser. Sale value, size of property, location within Jefferson county and zoning.

**Figure created by Muller shows "takes" needed for the expansion 72nd Avenue Project:

- Right of Way "RW-61/62" shown in red
- Permanent Easement "PE-62" shown in Blue
- Temporary Easement (30 month) "TE-61/62"

Negotiation Timeline:

3/12/2021 - City of Arvada's original offer sent **\$555,927**. *Does not provide detail in writing about site work and schedule*

5/11/2021 - Lincoln Academy sends response letter to the City of Arvada. Letter includes a counteroffer of **\$650,000** and 25 item topic list detailing site work and schedule requests we would like included in the Memorandum of Agreement (M.O.A.)

6/1/2021 - Lincoln receives the City of Arvada's revised MOA packet which includes a counteroffer of **\$625,000** and full agreement to 20 of the 25 items requested.

Know what's below
Call before you dig.



CITY OF ARVADA

May 20, 2021

Lincoln Academy Charter School
Attn: Lori Woods, Annette Ernst, Micah Gilbreath
7180 Oak Street
Arvada, CO 80004

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MOA DETAILS

Offer to acquire the interests for \$625,000 includes

- 30 month temporary easement
- reestablish the irrigation pumps and irrigation system (estimated cost \$25,000)
- Full agreement to 20 of the 24 listed items requested by Lincoln Academy.

Items not agreed to:

#10. Request for overhead signal.

A standard RRFB will be installed by the city

#12. and #13. Waterflow to onsite irrigation ponds to be re-established by the city (source and amount to be confirmed by the city).

The Farmers Highline Canal (FHL) determines flow and the city has no way of determining volume and flow rate.

#22. Request for city to obtain liability insurance for the proposed water quality once installed.

The City and the school are both public entities and fall under Public Entity Law.

#23. City to list Lincoln Academy as an additional insured during the construction project warranty period.

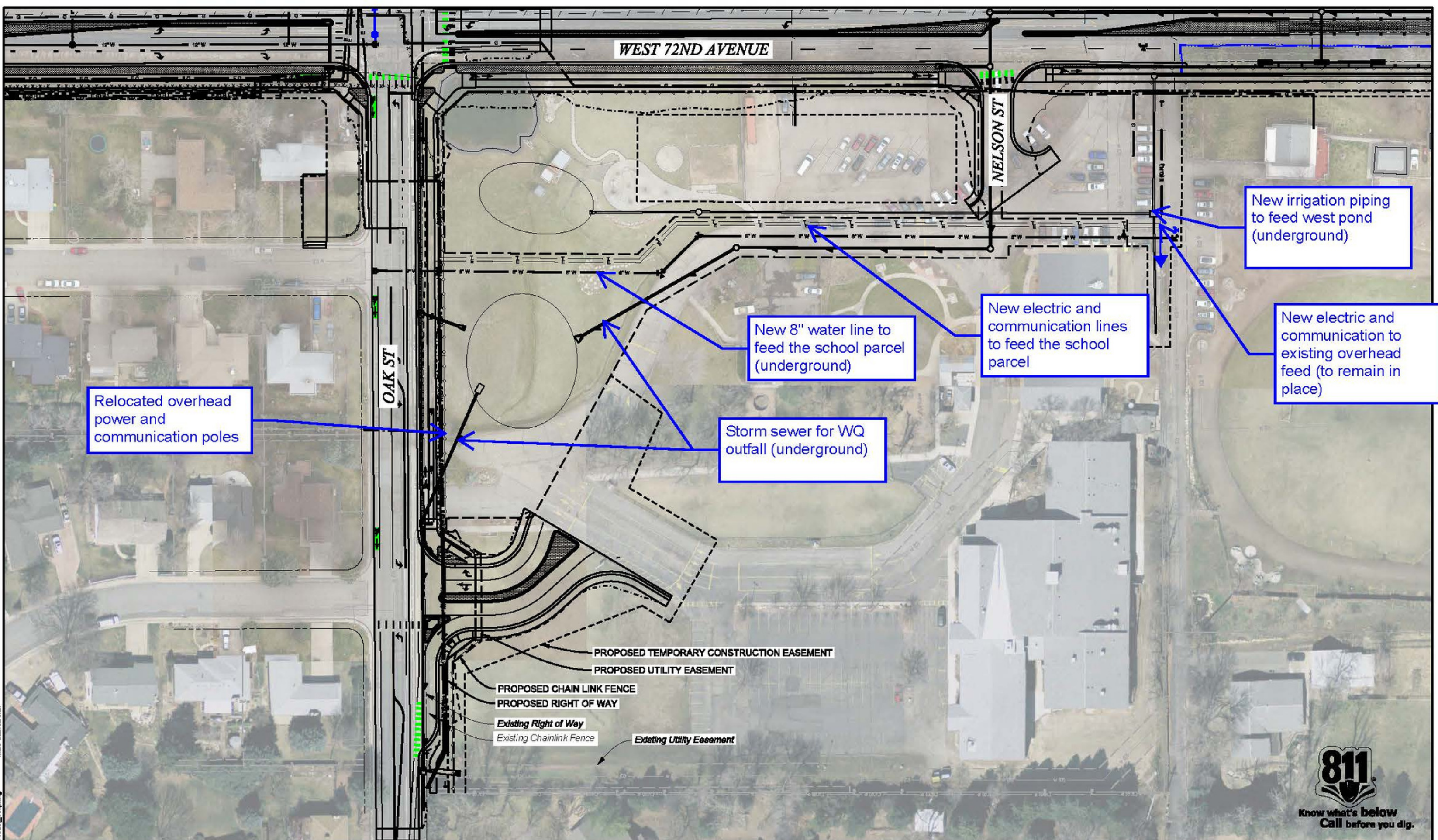
The contractor will not list individual property owners. Lincoln will be covered under "umbrella" of project.



Facilities Committee and Lincoln's legal counsel (H.C.Peck) are confident in the counteroffer and M.O.A. structure and support the proposed motion:

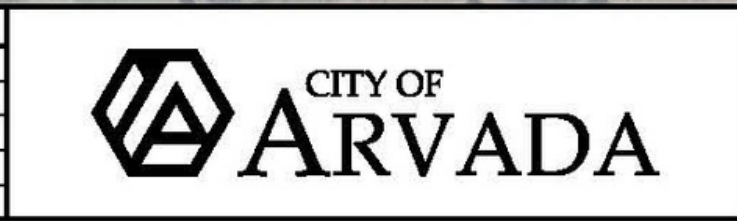
- Strong relationship with the city
- Transparent in communication and schedule
- Ultimate outcome will be an asset to Lincoln

drawing 2:06:30 PM p:\muller\eng-pw-bentley\com\muller\eng-pw-bentley\Lincoln Academy Exhibits\Lincoln_Academy Exhibits.dgn
4/20/2021 C:\D:\Data\811\811_V81.plt MEC-Standard.B1



Print Date:	4/20/2021
Drawing File Name:	Lincoln_Exhibits.dgn
Horizontal Scale:	1:80
Unit Information	Unit Leader Initials

Sheet Revisions		
Date:	Comments	Init.



As Constructed
No Revisions:
Revised:
Void:

CURRENT PROPOSED DESIGN FOR LINCOLN ACADEMY		
Designer:	RML	Structure Numbers
Detailer:	RML	
Sheet Subset:	EXHIBIT	Subset Sheets:

Project No./Code
Sheet Number



Financial Report

Treasurer

Presented on June 10th, 2021

Finance Committee:

Jeff Baucum, Lincoln Academy Board Treasurer

Janelle Johnson, Principal

Lindsey Tomsick, Vice-Principal

David Ehrenburger, Executive Director

Cindie Poulter, Larisa Rogers, Jeanne Coyle, Lori Woods

Parent Members: Jeff Leniger, Travis Harrison, Amanda Corrion

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.

2020-21 LA Budget Review

May 2021

- **Student FTE:** Student count declined this year from 764.3 budgeted to 721.0 at the Oct 1st official count. This represents a drop of 5%.
- **Revenues:** Annual Revenue has been impacted by declining student FTE count. However, PPR and Capital Construction have exceeded our initial budget expectations. Capital Construction estimates have been updated to include a \$100 increase as finalized in January. The \$74k positive impact is reported in the updated budget report. PPR was increased by \$130 per FTE by State legislature to account for statewide declining student enrollment. These additional funds have fueled the unexpected positive margin for the year.
- **Salaries & Benefits:** Overall, LA is anticipating spending \$5.52M on teacher and staff compensation this year or 76.9% of the budget expenditures including \$195k approved for staff Bonuses in the March BoD meeting. Additional reduction in salary expenses have been realized with the proposed ESSER 2 salary offsets of \$112k, reducing costs to \$5.4M by year end including Employee Benefits.
- **Purchased Services:** District overhead will increase from prior budget estimates due to the increase in PPR Revenue. The financial team is expecting purchased services finish the year over budget including utilities (\$25k), BoD initiatives (\$50k) and Bond costs as significant impactors. Some of the Bond financing costs will be reimbursed impacting the final variance.
- **Materials:** Additional changes due to lower FTE are being reviewed. CARES and ESSER 1 funding has been applied. The financial team is expecting material purchases to come in under budget. Additional reimbursement from ESSER 2 of \$80k is anticipated by year end.
- **Capital:** Capital costs of \$672k include completion of 5B capital projects, building C roof replacement and the playground equipment costs covered by PTO donation. Funding from the release of Jeffco's 2nd 5B Bond premium will be applied against those capital projects essentially eliminating the capital project costs from the budget.
- **Margin:** As a result of revenue and FTE changes noted as well as Jeffco's 2nd 5B Bond premium, the current projected budget is reporting a \$267k positive margin or 3.67%. Note: The operational margin excluding the Bond refinance and some capital expenditures is 4.67%

2020-2021 LA Budget Highlights

- Flexibility & Uncertainty
 - The COVID-19 pandemic has impacted numerous aspects of the financial budget including funding (revenue), student count (FTE) and operational expenses. The finance and operational team have been working all year to closely monitor expenses and adjust as necessary.
- Property Improvements
 - The facilities committee and the finance team have continued to track property improvements related to Jeffco's 5B bond funds.
 - Funding from the 5B Jeffco Bonds has been received.
 - Bond reissuance will provide funding for larger infrastructure work over the next 12 months.
- Margin Watch:
 - With Federal and State governments providing fiscal support including the 2nd Round of 5B funding, increase in PPR, Student count credit, ESSER and CARE funds, LA margin has unexpectedly shifted positively by more than a \$1M during the year. This has allowed for the BoD to approve \$195k in annual bonuses.
- COVID-19 & Revenue funding opportunities:
 - Maximizing the opportunity to support our mission and vision from pandemic related funding. CARES and ESSER have required thoughtful approaches to the year in management and tracking. ESSER 2 funding will be taken primary in the current year but LA will be able \$87k into the 2021-22 year. PPR and Capital Construction increases in 20-21 helped support LA fiscally and allow for stronger opportunities in the future.

Finance Goals

Goal: Operating Margin: 0.0%

Projected: Operating Margin: 4.67%

Projected Budget Margin: 3.67%

Due to 5B Jeffco Bond funding of \$635k, PPR, Capital Construction, CARES and ESSER funding increases

Board of Directors was able to approve a bonus of \$195k to all staff members as a one-time Thanks for all their work during this exceptional year.

15% Appropriation - § 22-44-106. Contingency reserve

Statute: A board of education may provide for an operating reserve in the general fund, which reserve shall not exceed fifteen percent of the amount budgeted to the general fund for the current fiscal year. Such operating reserve shall not be appropriated nor shall any moneys therein be expended during the fiscal year covered by the budget, but such moneys shall be a continuing reserve and be considered as a beginning general fund balance for the next following fiscal year.

Motion: Motion to approve 2020-21 budget as presented to the BoD including a Contingency Reserve Appropriation of \$11,476,319 to be in compliance with C.R.S 22-44-16.

Budget 2021-22 Update

Margin	Change	Amount	%
2021-22 Margin (April BoD)		\$ (57,769)	(0.71)%
	Revenue Increase including additional District fees	\$488,872	
Updated Margin		\$431,102	5.23%
	Boiler Purchase	\$(160,000)	
	Additional Positions (4)	\$(180,000)	
	Esser 2 Funds	\$87,000	
Projected Margin		\$178,103	2.16%
Margin Goal - 2%		\$165,000	
Initiative Fund		\$13,103	0.16%

Budget 2021-22 Update

Budget Change Detail:

Revenue:

- Increase of PPR to \$8,667 per FTE: \$521k
- Decrease in Cap Construction: \$(6k)
- Increase in District Fee (expense): \$26k

Additional Requests (expenses):

- New Boiler (presented by Facilities): \$160,000
- New / Renewed FTE positions: \$180,000
 - 0.4 FTE Counselor
(Renew)
 - 1.0 FTE Facilities
(Renew)
 - 0.5 FTE Financial Secretary:
(New)
 - 0.8 FTE Middle School Math Teacher (New)

Cost Offset:

- Esser 2 Funds: \$87k in rollover funding from 20-21. will offset expenses currently included in the

Budget 2021-22 Motions

Additional Considerations

ESSER 3: A third round of federal support is expected to be available to Lincoln for 2021-22. This amount could be approximately \$175k but has limitations and may included adding costs to the budget.

Land Reimbursement: Sale of Land to city will provide for a one-time gain in Lincoln's Carry Forward in 2021-22 for \$625k

Cash Carryforward: Lincoln's Academy could consider 'paying' for the Boiler out of Cash Carry Forward funds. While this would not impact Margin Calculations for next year, we could view this as funding a capital purchase out of savings.

Initiative Fund: With the new leadership structure in place, development of a robust Initiative Fund would allow for that team to implement strategic programs or project development to be put into place with minimal impact towards the Margin goal. Some examples might be: Math curriculum, teacher development, salary consideration (Cola)

Margin Goal: Board should consider if 2.0% is the appropriate margin goal for 2021-22 based on needs, environment, economics, market salaries and carry Forward (Days Cash on Hand). Operational Margin Goal might be a better option for next year.

Budget 2021-22 Motions

Motion: To Appropriate Revenue adjustments for PPR & Capital Construction and related District Fee increases to the 2021-22 budget as presented to the BoD

Motion: To Appropriate Salary and Employee Benefits of \$180,000 for four additional positions to be added to the 2021-22 budget.

Statement

The finance committee believes that Lincoln Academy is in a very good financial position regarding the 2020-2021 school year. The school has a robust carry-forward that will allow leadership and Board of Directors to plan for the next five to ten years of operational and capital requirements, including in the areas of the educational environment, warm-safe-dry building and employee salaries.

We continue to support a conservative fiscal approach, as the school looks forward to future dynamic opportunity in academic leadership, student support, and the Lincoln community.

Board Member Code of Conduct

The board commits itself and its members to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting as board members.

1. I will serve the children, staff, and parents of the School in accordance with the Charter, Bylaws, Contract, Policy Governance, and any other governing documents approved by the board.
2. I will listen, speak my mind, and share all relevant information with the board.
3. I will respect the opinion of others.
4. I will make decisions based on what is best for the children and the school as a whole.
5. I will be aware of the implications of my role and how it affects my relationships with other school community members.
6. I will vote for an executive session of the board if the situation requires it, but I will consider secret sessions of board members unethical.
7. I will not use the school or any part of the school program for my own economic advantage or for the advantage of my friends.
8. I will, prior to any deliberation on a topic with which I have a conflict of interest, disclose the conflict of interest, and physically leave the deliberation room without comment and not return until the discussion has ended, or a vote has been taken on the issue in which I have a conflict of interest.
9. I will not attempt to exercise my board authority over the school or speak for the board except to repeat explicitly stated board decisions.
10. I will make no disparaging remarks, in or out of board meetings, about other members of the board or members of the school community.
11. I will express my honest and most thoughtful opinions frankly in board meetings, in an effort to have all decisions made for the best interest of the children and the school.
12. I will encourage all members of the board to participate fully in board action.
13. I will abide by and support majority decisions of the board.
14. I will not discuss the confidential business of the board outside of board meetings.
15. I will not conduct board business outside of board meetings.
16. I will not individually judge the executive director's or staff performance.
17. I will carefully read all information and ask critical questions so that I am fully informed about issues facing the board.
18. I will not make decisions without a careful examination of all sides of issues.

GOVERNANCE

*Parents of Lincoln Academy are stakeholders and have thus elected a Board of Directors.

**The Jefferson County R-1 School District has granted this charter.

LINCOLN ACADEMY

Board Member Profile Agreement

Lincoln Academy Board of Directors shall have a firm belief in the fundamental, traditional format and be committed to using the Core Knowledge and Open Court curriculum. Directors shall be fully committed to the

charter school concept. Motivation for serving on the board shall be to help guarantee the educational success of students by adhering to the charter school contract.

All board members should attend at least 1 PTO meeting a year to show support and encouragement for this vital organization. Board members will not serve on the PTO board but may serve on sub-committees of the PTO.

A high value for professionalism and the success of the school is mandatory.

All board members are required to attend a yearly training session to define goals for the year, train new board members, review documents and the board self-evaluation.

All board members should be the best public relations representatives the school has.

BEHAVIORAL EXPECTATIONS

Expectations include a professional demeanor at all board meetings. Issues being discussed shall not be personalized and directed toward any other board member, staff member or parent. Confidentiality is expected in all situations.

Board members shall respect and listen to ideas being presented by other board members and should encourage each other to meet their board obligations.

When receiving criticisms from parents or other interested parties about staff or other board members, the board member shall direct the speaker to the board member/staff member/parent that the situation involves. The grievance policy outlined in the parent handbook, staff handbook and approved by the Board should be followed. Board members will never speak negatively about staff, other board members, or parents to the school community or parties outside the school community.

Board members will commit to resolving conflict directly with each other, a staff member or parent and not involve anyone outside of the conflict, including the media.

Board members shall exemplify integrity and respect. A dedication and commitment to the vision of Lincoln Academy and the charter school movement shall be a top priority for any board member. Any board member finding himself involved in an irresolvable conflict shall put the vision of the school first and step down from the board.

Board members missing more than two consecutive scheduled board meetings without prior approval from the president shall be relieved of their board position immediately.

GOVERNANCE OF LINCOLN ACADEMY

A Board of Directors shall govern Lincoln Academy. The Executive Director of Lincoln shall answer directly to the board and serve at the pleasure of the board. The Executive Director shall make decisions on a day-to-day basis and fulfill all administrative duties for the school. The board will maintain the vision and steer the school's direction as it carries out the Mission Statement and adheres to the contract with the District.

Lincoln Academy is an entity separate from the school district in the area of governance. Each board member shall guard this unique characteristic of charter schools.

Board members will not question any decision made by the Executive Director in any public arena. If a board member questions a decision, he or she shall immediately take that concern or disagreement to the administrator in a confidential and diplomatic format. Likewise, the Executive Director shall agree to the same commitment. Respect for each other shall remain constant and a top priority.

While at the school, board members shall be mindful of the different roles they play: parent, volunteer, and board member. A board member will not use their position of authority while acting in their parent or volunteer roles. Directors shall foster good relationships with the administrator and staff on a personal level. With humility, each board member will serve the best interests of the school.

Board members shall remember that stepping out of their advisory/board capacity and attempting to run the school, as an administrator will always cause problems.

BOARD MEMBER Lacy M. Cleveland DATE 6/14/2021

BOARD MEMBER Sarah Wasinger DATE 6/14/2021

BOARD MEMBER Jill B... DATE 6/14/2021

BOARD MEMBER Schubert DATE 6/14/21

BOARD MEMBER Mich G. Brett DATE 6/14/21

BOARD MEMBER Douglas T. Neely DATE 6/14/21

BOARD MEMBER _____ DATE _____

BOARD MEMBER _____ DATE _____

BOARD MEMBER _____ DATE _____