



SCHOOL DISTRICT NO. 1  
IN THE CITY AND COUNTY OF DENVER  
DENVER, COLORADO

**AGENDA**

**BOARD OF EDUCATION MEETING**

ADMINISTRATION BUILDING  
900 GRANT STREET  
FIRST FLOOR BOARD ROOM  
**April 17, 2008**

PROPOSED EXECUTIVE SESSION – 4:30 p.m. – 5:00 p.m.

The Board of Education will enter into executive session before the Regular Meeting on April 17, 2008 for the purpose of legal counsel regarding discussions determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators as authorized by C.R.S. § 24-6-402(4)(e).

KEPNER MIDDLE SCHOOL'S K.E.E.P. PROGRAM PRESENTATION

OPENING OF MEETING – 5:00 p.m.

Call to Order  
Pledge of Allegiance  
Roll Call

BOARD MEMBER REPORTS

*Green Valley Elementary School Project Citizen Presentation*  
*Lynn Lehmann Award*  
*Recognition of Colorado Association of Partners in Education Volunteer Award Winners {Page 4}*  
*Recognition of George Washington High School Mock Trial Team {Page 8}*

SUPERINTENDENT'S REPORTS

*New Schools / Transition Update {Page 10}*

\* *Items scheduled for action at this meeting are noted in italics*  
\*\* *Items for information only*

CONSENT AGENDA\*

Board of Education

*Minutes of March 20, 2008 {Page 23}*

*Minutes of April 7, 2008 {Page 27}*

*Gift Report {Page 29}*

Finance and Audit

***Motion to Appoint External Auditors** – The Board of Education will be asked to renew the third of four renewable terms for the firm of Clifton Gunderson LLP to perform the independent audit of the District’s financial statements and of the District’s federal grants. {Page 30}*

***Motion to Approve Lease for Additional Space at Jason Street Warehouse** – The Board of Education will be asked to approve a lease for additional square footage in the Jason Street Warehouse facility. {Page 31}*

***Motion to Approve Labor Contract between AG Software and Denver Public Schools** – The Board of Education will be asked to approve the contract regarding labor provided by AG Software. {Page 33}*

***Motion to Approve Contracts regarding Food Services** – The Board of Education will be asked to approve the contracts with Jennie-O Turkey Store, J.M. Smucker company, JTM Provisions Company, Land O’Lakes, Inc., M.C.I. Food, Inc., Pierre Foods, Inc., Pilgrim’s Pride Corporation, Sunny Fresh Foods, and Tyson Sales & Distribution regarding providing foods for schools. {Page 35}*

***Motion to Approve Contract between Denver Public Schools and New Leaders New Schools** – The Board of Education will be asked to approve the contract with New Leaders New Schools to provide services in accordance with the Teacher Incentive Fund Grant. {Page 37}*

***Motion to Approve Construction Contract Award Approval** – The Board of Education will be asked to approve the construction contract regarding the Cole Realignment to ECE/K-8. {Page 39}*

***Motion to Approve Contract Award Approval** – The Board of Education will be asked to approve the contract regarding Horace Mann Middle School Realignment Project. {Page 44}*

***Motion to Approve Lease Agreement between Denver Public Schools and Denver Venture School** – The Board of Education will be asked to approve a lease agreement between Denver Public Schools and Denver Venture School. {Page 49}*

Chief Operating Officer

Budget & Finance

***Resolution Regarding a Special Warranty Deed Two Lease Agreements, an Amendment to Lease Purchase Agreement and an Official Statement** - The Board of Education will be asked to approve a Resolution of School District No. 1, in the City and County of Denver and State of Colorado approving a special warranty deed for certain property, a 2008A Lease Agreement, a 2008B Lease Agreement, a Sixth Amendment to Lease Purchase Agreement amending the*

\* Items scheduled for action at this meeting are noted in italics

\*\* Items for information only

*District's Lease Purchase Agreement dated as of July 1, 1997, and an official statement relating thereto, and providing other details and approving other documents in connection therewith. {Page 52}*

*Human Resources*

***Motion to Approve the Personnel Transaction Report*** – The Board of Education will be asked to approve the Personnel Transaction Report for April, which contains information regarding employee activity such as appointments, resignations, and transfers. **{Page 66}**

***Motion to Accept/Reject the Arbitrator's Report Regarding AAA No. 77 390 00387 07 02, Grievance #6/7-45, Denver Classroom Teachers Association and School District No. 1, DCTA Grievance #6/7-45*** – The Board of Education will be asked to accept the Arbitrator's Report Regarding AAA No 77 390 00387 07 02, Grievance #6/7-45, Denver Classroom Teachers Association and School District No. 1, DCTA Grievance #6/7-45.

*Chief Academic Officer*

***Motion to Approve Appointment of Denver Public Schools Employee to Prosecute Truancy Proceedings*** – The Board of Education will be asked to approve a resolution allowing one or more employees of the School District to represent the School District in its truancy proceedings in any Court of competent jurisdiction located in the State of Colorado. **{Page 73}**

***Motion to Approve Kunsmiller Grade Configuration*** – The Board of Education will be asked to approve the Kunsmiller Grade Configuration. **{Page 74}**

***Motion to Approve Facilitation Agreement between Denver Public Schools and Denver Arts and Technology Academy*** – The Board of Education will be asked to approve the agreement regarding Denver Arts and Technology Academy. **{Page 75}**

OLD BUSINESS

NEW BUSINESS\*\*

*Policy Review*

***First Reading of Request to Amend Policy GCID-R*** – The Board of Education will be presented with a first reading to Amend Policy GCID-R in order to update the Policy to provide fair and equitable treatment, maximize the administration and provide safeguards for maintaining the system. **{Page 84}**

ADJOURNMENT

PUBLIC COMMENT – 6:30 – 7:30 p.m.

\* Items scheduled for action at this meeting are noted in italics

\*\* Items for information only

RESOLUTION \_\_\_\_

A RESOLUTION RECOGNIZING JOHN CASTELLANO, DU PIONEER PARTNERS AND AMERICAN MEDICAL RESPONSE AS THE DISTRICT 1 CAPE AWARD WINNERS.

WHEREAS, John Castellano, DU Pioneer Partners and American Medical Response are the most recent recipients of the 29<sup>th</sup> Annual Colorado Association of Partners in Education (CAPE) Volunteer of the Year Awards; and

WHEREAS, John Castellano as part of the Lincoln Park Scholars, has been a productive part of the education experience at Greenlee School since 1992.

WHEREAS, John Castellano has been able to get Lincoln Park Scholars funding and any other needed tutoring supplies almost every year. He is instrumental in planning meetings, organizing education development for our tutors, calling parents that did not bring in their children, providing transportation to students, working with students missing a tutor and helping as required to make each tutoring night a success.

WHEREAS, DU Pioneer Partners has provided programs for University Park Elementary school students for the last seven years. Its purpose is to support the school's mission to shape and enhance the minds and spirits of its students and to help its students achieve academic excellence and a life-long desire to expand their boundaries of knowledge and accomplishments.

WHEREAS, DU Pioneer Partners provides students with one-on-one assistance specific to their greatest areas of need and/or interest. The tutors extend and enrich what our student's have learned during the school day.

WHEREAS, American Medical Response (AMR) has partnered with Community Resources, Inc (CRI) to bring programs and educational opportunities to the children of DPS. To date, AMR has provided over 500 programs in DPS.

WHEREAS, AMR is an organization committed to community partnerships designed to strengthen the education of DPS students. AMR partners with CRI in the "Ambulance visits the School" program. Its programs bring valuable information to DPS students in an engaging and memorable fashion. For little ones, information on what to do in an emergency is vital, as is familiarity with ambulances and EMT's. For older students, exposure to career opportunities in medicine along with educational programs on medical emergencies are important experiences that would not be available without AMR's presence.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of District No. 1 expresses its deep and sincere appreciation for the dedication and inspiration that John Castellano, DU Pioneers, and American Medical Response have brought to students and the broader community of Denver Public Schools.

**Adopted this \_\_\_\_ day of April, 2008.**

By: \_\_\_\_\_  
Theresa Pena, President

CAPE Award Winners –

1. Individual – John Castellano
2. Group – Pioneer Partners (DU Partnership with University Park)
3. Business – AMR – American Medical Response (per CRI)

## CAPE

**Mission:** Colorado Association of Partners in Education's mission is to develop and maintain an alliance of business/education partnership programs; volunteer programs, organizations, associations and individuals; encourage meaningful involvement in public education in the hope of improving the quality of Colorado schools, enhancing academic and social development of students and promote advocacy for lifelong learning for all citizens of Colorado.

**Purpose:** The purpose of CAPE is to establish a network of partnership program leaders to promote the development, growth, and maintenance of school partnerships. These partnerships:

- promote advocacy for lifelong learning for all citizens of Colorado
- enhance the academic and social development of students
- improve the quality of Colorado schools

**History:** Begun as the "Governor's Awards" in 1977, the purpose of the first awards was to increase participation of citizens in public education, enable many schools to replicate successful volunteer programs and honor those who made significant contributions of time and talent to Colorado Public Schools. Evolving into CAPE, it continued to recognize school volunteer and partnership achievement. One business, group and individual from each of the seven congressional districts, as well as an exemplary volunteer, is recognized each year at the Annual Awards Luncheon in the fall.



# THE CAPE AWARDS

COLORADO ASSOCIATION OF PARTNERS IN EDUCATION  
VOLUNTEERS OF THE YEAR AWARDS  
**2007 NOMINATION FORM**

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## INDICATE TYPE OF NOMINATION

\_\_\_\_\_ **Individual Volunteer** - An individual might act as a public education advocate, a project person or work in a classroom.

\_\_\_\_\_ **Group Volunteers (two or more)** - Examples of groups include PTA, Junior League, the military, or non-profit organizations as well as informal groups who have come together to serve a common need.

\_\_\_\_\_ **Business Volunteers** - A business is a for-profit enterprise.

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## NOMINEE

Nominee Mr. Mrs. Ms. Dr. **(Circle One)** Full Name \_\_\_\_\_

**OR**

Name of Group or Business \_\_\_\_\_

**CONTACT NAME: (Group or Business nomination only)**

Mr. Mrs. Ms. Dr. **(Circle One)** \_\_\_\_\_ Number in group/business \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

School \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**Principal** Mr. Mrs. Ms. Dr. **(Circle One)** Full Name \_\_\_\_\_

Nominee's School District **(essential information)** \_\_\_\_\_

**Superintendent** Mr. Mrs. Ms. Dr. **(Circle One)** Full Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

How many years has this nominee served the schools? \_\_\_\_\_

How many students does this nominee serve in one year? \_\_\_\_\_

How many hours did this nominee contribute during the last school year? \_\_\_\_\_

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## NOMINATOR

**Nominator's Name**

Mr. Mrs. Ms. Dr. **(Circle One)** \_\_\_\_\_

Day Phone \_\_\_\_\_ **(required information)** Evening Phone \_\_\_\_\_ **(required information)**

Email \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Summer Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

**Are answers to questions 1,2,3 ATTACHED?**  
**MUST BE POSTMARKED BY APRIL 13, 2007**

School District No. 1  
in the City and County of Denver and State of Colorado

**Board of Education**

**PROCLAMATION**

***WHEREAS,***

**THE GEORGE WASHINGTON HIGH SCHOOL MOCK TRIAL TEAM**

has distinguished itself by being awarded the title of State Champions at the Tournament held in Fort Collins on March 14th and 15<sup>th</sup>, 2008; and

***WHEREAS,*** the excellence demonstrated was achieved through the joint efforts of the Varsity and Junior Varsity Mock Trial Teams; the Teach Coach Barbara Gale-Martinez who started the team, kept it going through adversity, and is extremely proud of their accomplishments; the attorney coaches Dennis Kaw, Lindsey Rothrock, and Kara Veitch who devote their time and talent to the success of the team; and to the Colorado Bar Association for sponsoring the competition and their extraordinary staff for supporting the teams in every way possible; and

***WHEREAS,*** participating in the tournament adds to the growing achievements of George Washington High School and to the students of the Denver Public Schools; let it be known that the following accomplishments at the state tournament accomplished this goal:

At Regionals, GW students were awarded four of the six outstanding attorney awards, and two of the outstanding witness awards, with recognition in both the varsity and JR varsity teams.

Again, at State individual students were recognized for their exceptional talents; outstanding attorneys were Tory Reis, Brenton Weyi, Habab Badri, and Guy Lietchy, outstanding witness was Jennifer Gallegos-Ruiz.

Students who will be making the trip to Delaware in May to compete at Nationals are Connor Phillips, Alexandra Bates, Sarah Zapiler, Zander Loudon, Peter Wright, Tory Reis, Brenton Weyi, and Habab Badri. Other members of the team, who are invaluable to its overall success, are Mariah Wilkerson, James Sze, Chris Burnette, Rebecca Barach, Brent Gaisford, Brinton Mitchell, Ellie Reiss, and Amelia Bates.

*Now, **THEREFORE, BE IT PROCLAIMED*** that the Board of Education of School District No. 1 in the City and County of Denver and the State of Colorado this date, April 17, 2008, expresses its congratulations to George Washington High School for outstanding performance in academics, thereby bringing great honor and pride to the George Washington High School community, the Denver Public Schools, and the City of Denver.

Let this proclamation be entered into the official records of the school district.



**BOARD OF EDUCATION**

Theresa K. Pena, President  
Michelle Moss, Vice President  
Jill Conrad, Secretary  
Bruce L. Hoyt, Treasurer  
Arturo Jimenez  
Jeanne Kaplan  
Kevin Patterson  
Michael F. Bennet, Superintendent

# School Closure & New School Implementation

Board of Education Update

April 17, 2008

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- Summary Program Status
- Implementation Timeline
- School Status
  - Cole
  - Horace Mann
  - Place
  - Gilpin
  - Kunsmiller

# Summary Program Status

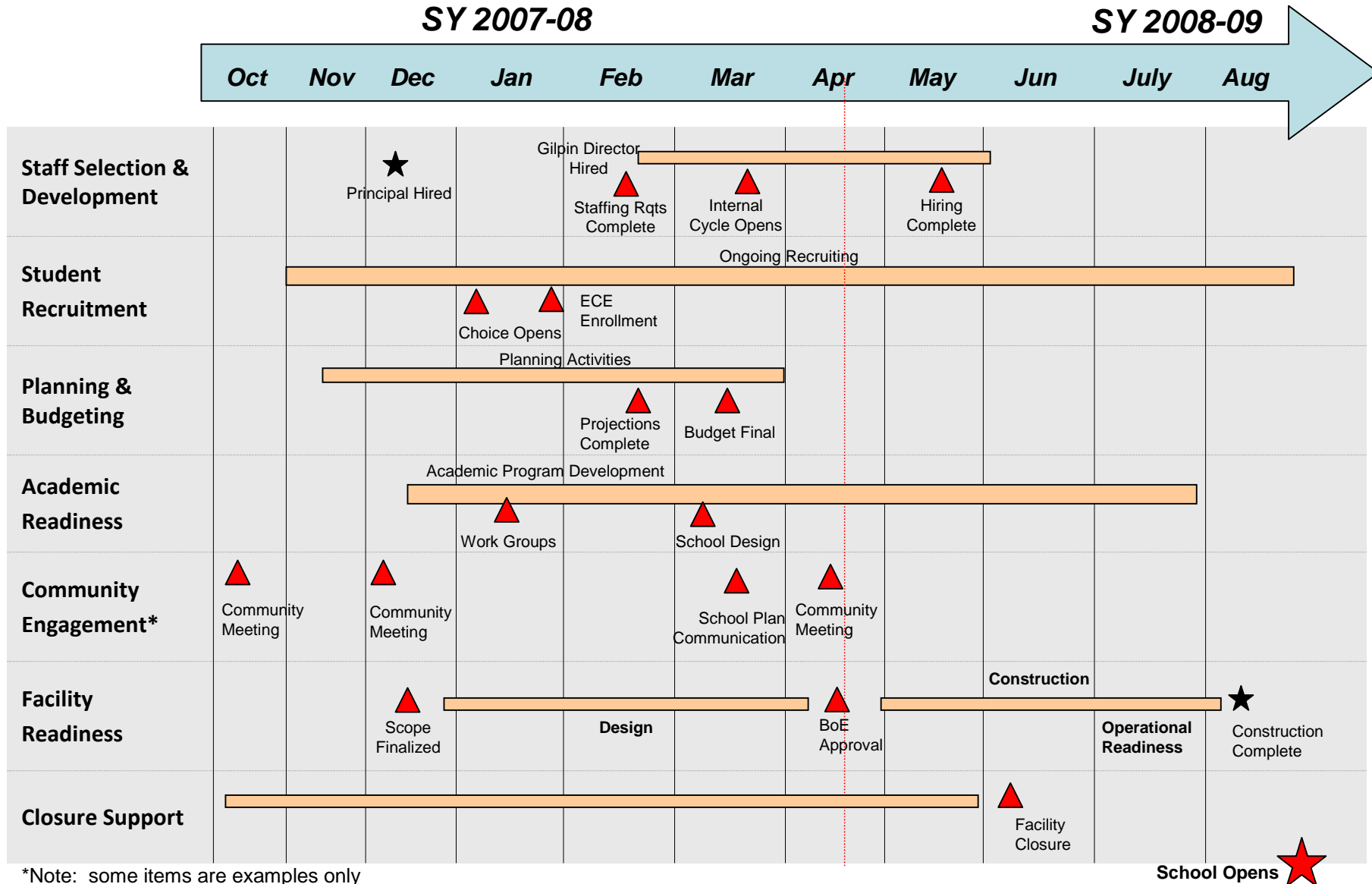
- We are on-track to successfully open the new schools in Fall 2008.
- Numerous closing school events are scheduled over the next 7 weeks for staff, students, parents and their communities (highlighted on individual school pages).
- Montessori Coordinator has been hired at Gilpin.
  - Marcellina Otii, a current teacher at Lincoln Elementary, is starting to work on a part-time basis.
  - Recruiting for the initial 3-4-5 Montessori class is underway.
  - An update on Gilpin will be presented to the Board in May.
- All core instructional materials have been ordered for the three new E-8 schools.
- Teacher staffing is progressing quickly at all schools with the goal to get all staffing completed prior to the end of this school year.
- Community activities, including volunteer work days, are being conducted at the new schools.
- Received final construction bids for facility improvements for 2 of the schools opening in 2008-09:
  - Cole & Horace Mann estimates are firm; final Place and Gilpin estimates are expected within several weeks.
  - Overall construction budget is estimated at \$4.8M; this is \$0.7M above the initial estimates provided to the Board in November 2007. The increase is due primarily to additional needs identified at Cole and Place through the detailed design process.
  - Material cost estimates, including curriculum, have been updated for all schools. Estimates are between the high-end and midpoint of the range provided to the Board in November.

★ Condition to be met

▲ Milestone/Key Date

▬ Rolling/Ongoing

# New School Development Timeline



\*Note: some items are examples only

School Opens ★

# Progress Benchmarks - Cole

## Progress as of 4/11/08:

Development Area	Key Benchmark	Rating	Comments/Actions
Student Recruitment	District projections vs. initial projections	Y	462 students are committed to Cole (90% of 516 projection met to-date) including 32 ECE-full day students & 16 Kinder full day students.
Planning & Budgeting	Budget alignment with educational program	G	Final budget submitted.
Academic Readiness	Work groups with staff and community stakeholders formed	G	Received feedback from CAO on Academic Plan. Scheduling on IC started. Curriculum orders placed.
Staff Selection & Development	Leadership team identified and staffed	G	40 certified positions out of 43 have been filled. Interviews for AP position conducted 4/10. Candidate will be named during the week of 4/14-4/18. Process for para and clerical staff underway.
Community Engagement	Involvement of and feedback from community organizations and partners	G	FAQ's developed and shared with 50+ parents on 4/2 & 4/3.
Facility Readiness	Scope of changes for design finalized and within budget	Y	Design changes finalized. Room assignments completed. Detailed list of clean-up and work for each room completed. Final movement process outlined on 4/11.
Closure Support	Ensure parents, students and communities are supported through the closure process and made aware of their options.	G	Continue to support parent, student, community and staff needs.

# Key Activities & Challenges - Cole

## Accomplishments

- Academic: Curriculum purchases complete. Scheduling into IC started. Feedback on Academic Plan received from CAO. PBS team set and attending PD.
- Staff Selection & Development:  
Rigorous Selection Process- Only 3 positions will be posted in the internal/external round. (ELA-S 1<sup>st</sup> Grade, 6/7 Math, and Music).
- AP selection process underway.
- Student Voice  
Student leadership team designing plans for entry way.
- Budget complete March 7, 2008
- Established bridges to the community
  - Cole Transition meeting at Mitchell – April 2<sup>nd</sup>
  - Cole Transition meeting at Wyman – April 3<sup>rd</sup>
  - We have networked with M.O.P., Piton Foundation, Making Connections, Earth Force, and the Colorado State Wide Parent Coalition
  - FAQ's developed and shared with 50+ parents on 4/2 & 4/3.
  - After-school programming determined.

## Challenges/Issues:

## Next Steps/Priorities

- Reaching out to Families and Students
  - Spring Open House scheduled for April 23 at Cole – introduction of Cole Staff
  - May 13<sup>th</sup> Garden Ceremony for incoming Kinders.
- Closing School Activities:
  - Wyman School Picnic – May 16<sup>th</sup>
  - Wyman Multicultural Celebration – May 27<sup>th</sup>
  - Wyman Staff/Student Private Event – May 29<sup>th</sup>
- Recruiting and coordinating volunteers.
- Completion of Staffing-Target 100% by April 30<sup>th</sup>- including Clerical and Para staff.
- Organizing Team Retreat in August and Summer PD to build Intentional School Culture and Professional Development.
- Collaboration and Preparation for physical school moves
- Finalize plans for after-school programming and support networks with City Committee.
- Complete IC scheduling.

# Progress Benchmarks - Horace Mann

## Progress as of 4/11/08:

- School communications plan developed and beginning to socialize with stakeholders.

Development Area	Key Benchmark	Rating	Comments/Actions
Student Recruitment	Student enrollment meets or exceeds initial projections	G	Enrollment projections at 780 students for 2008-09 (~850 school capacity). Some parents who have choiced out may be reconsidering TreVista @ Horace Mann.
Planning & Budgeting	Budget alignment with educational program	G	Budget is aligned with actual needs based upon scope of programs. Refinements in Technology, Art, and Music are in discussion.
Academic Readiness	Work groups formed and fully functional	G	Continuing progress on school design with ongoing community involvement.
Staff Selection & Development	Staff interviews with affected schools and school expectations on schedule	Y	47 of 52 teaching staff (91%) have been identified to-date from feeder schools. 5 positions remain.
Community Engagement	Planning & Communication Guide introduced to principals	G	Planning & Communication Guide in second revision. Final Version expected in May.
Facility Readiness	Scope of changes for design finalized and within budget	G	Facility walkthrough completed on 3/5. Project manager is proposing early start on some rooms. Budget is in line with scope (below) and prioritized list of requested enhancements identified.
Closure Support	Community, Staff, and Parents aware of and comfortable with options	Y	Principals, parents and community being informed of options. (Ongoing) Principals are meeting regularly.

# Key Activities & Challenges – Horace Mann

## Accomplishments

- Staff Selection & Development – *~90% of staff identified from feeder schools and district applicants. (major change)*
- Planning & Budgeting – *Budget is below expectations for facility based upon instructional program.*
- Academic Readiness – *Conducted second communication with community in February. Next in April.*
- Community Engagement – *Community workgroups are working at school on weekends to help with facility needs outside construction scope.*
- Facility Readiness – *Rooms by grade identified with proposed changes and modifications; scope is well-defined. Complete list of maintenance needs by room identified (1,100 line items!); items being assigned to facilities maintenance via work orders or targeted as volunteer opportunities. Out-of-scope enhancements have been prioritized with costs being estimated.*

## Next Steps/Priorities

- Closing/Opening School Activities:
  - New Trevista ECE-8 @ Horace Mann – Ice Cream Party & Game Day – May 13<sup>th</sup>
  - School Closing Ceremony – Remington/Horace Mann/Smedley – May 29<sup>th</sup>
- Staff Selection & Development – *Continue interviews and fill remaining open position through staffing cycles.*
- Student Recruitment – *Continue to confirm attendance of students not yet committed through Choice. (no change)*
- Planning & Budgeting – *New literacy purchases agreed with CAO. Technology requests confirmed*
- Academic Readiness – *Continue with communication to school community.*
- Community Engagement – *Continue to communicate with parents in affected communities – no change.*
- Facility Readiness – *Final construction cost estimates received in April. Decisions on final enhancements scheduled for April. Plan volunteer activities with the community to supplement construction and district-owned maintenance priorities. Initiated in March*

## Challenges/Issues (same at this time)

- Ensuring that facility schedule will allow for on-time community, teacher, and student planning and access. (no change)

# Progress Benchmarks – Place

## Progress as of 4/11/08:

Development Area	Key Benchmark	Rating	Comments/Actions
Student Recruitment	Student enrollment projection meets or exceeds initial projections	Y	Half-day ECE Program without transportation is not attracting students; evaluating the opportunity of switching to full-day programs. Uncertainty on final number of newcomer and neighborhood students.
Planning & Budgeting	Budget alignment with educational program	Y	Finalizing construction and technology budgets.
Academic Readiness	Work groups formed and fully functional	G	Work groups are designing the school schedule, ELA Curriculum and Financial Literacy plan.
Staff Selection & Development	Interviews and references completed on candidates in the internal staffing cycle.	Y	44 of 60 staff identified (73%). 15 positions are posted. Assistant Principal position posted.
Community Engagement	Meeting with community agencies and partnerships.	G	Continuing to explore and design after school programs and finalizing work scope for May 3 <sup>rd</sup> Comcast Volunteer Day.
Facility Readiness	Scope of changes for design finalized and within budget	Y	Wood and metal shops have been cleared after community auction to prepare for construction. Preliminary work to begin May 19 <sup>th</sup> .
Closure Support	Closing schools design closing activities and staff comfortable with options	G	Room to room mapping has begun to ensure that instructional materials follow the students and are delivered to the appropriate grade level room.

# Key Activities & Challenges - Place

## Accomplishments

- Facilitated focus groups have been successfully completed and converted into scheduling, transition, curriculum, and philosophy/culture work groups.
- Working with Grant and Resource Office to develop an affordable after-school program that will meet student academic and social development needs.
- Coordinating with Comcast and district departments on Comcast Cares Day work scope for Saturday May 3<sup>rd</sup> to ensure its success.
- Hired all the teachers for the middle school level and 60% of the elementary teachers.
- Met with Dave Grogan, director of the Colorado Council on Economic Education and Westerra Credit Union representatives on Financial Literacy Program.

## Next Steps/Priorities

- Closing school activities planned:
  - Whiteman Jazz Concert – May 17<sup>th</sup>
  - Fallis Closing Ceremony – May 29<sup>th</sup>
- Find resources and coordinator for After-School and early release programs.
- Host Place Bridge Academic Orientation Night for incoming students.
- Interview and fill remaining staff positions.
- Continue to contact students on school choice.
- Host an open-house to introduce Place Bridge Academy to the immediate neighborhood.
- Recruiting students for ECE program and conducting Preschool Registration Nights at Pine Creek Apartment Club House and Grace Apartments on April 15<sup>th</sup> and 17<sup>th</sup>
- Plan and coordinate movement of materials and furniture to appropriate grade level rooms.
- Continuing to work on partnerships with businesses and community agencies.
- Recruit additional volunteers for Comcast Volunteer Day.

## Challenges/Issues

- Addressing the need to providing requested transportation for half-day ECE students who will not otherwise register.
- Preparing for a projected enrollment of 787 while newcomer refugee student numbers have increased at Whiteman this spring. The number of classrooms and the size of the classrooms continues to be a concern. At the same time, there is a concern that projected English speakers will not come in the fall.

# Progress Benchmarks – Smith & Stedman

## Progress as of 4/11/08:

Development Area	Key Benchmark	Rating	Comments/Actions
Closing School Support			Hallett Party – May 8 <sup>th</sup> ; with Hazel Miller and Coco Brown Live Blues.
Student Recruitment	Enrollment projections meet or exceed initial district projections	<b>G</b>	Stedman: 87 Hallett students projected; 35 Hallett registered to date; ECE Marketing Plan initiated; ERF (Early Reading First) class close to being filled Smith: 90 Hallett students projected; 38 students have registered; ECE nearly full
Staff Selection & Development	In-Building-Bidding; Internal Cycle; Direct Placement Process completed	<b>G</b>	Stedman: 9/13 vacancies (69%) filled; actively recruiting teachers for remaining K/1 <sup>st</sup> ELA-S and ELA-E kindergarten positions. Smith: Most openings filled; remaining openings for Dance/Drama, Intervention, ECE E
Planning & Budgeting	Budget alignment with educational program	<b>G</b>	Budgets submitted; ongoing conversations with Stapleton Foundation
Academic Readiness	Changes to academic programs defined and shared with stakeholders	<b>G</b>	Pen-pal project w/ Hallett and Smith's students initiated in December; Stedman-designed Summer School program defined, materials ordered, staff identified, students identified and invited to participate
Community Engagement	Building partnerships with Hallett Community; Involvement of and feedback from community organizations and partners	<b>G</b>	Family Events scheduled monthly December-May; Student-driven projects initiated in December, February, April, May, June; Open-House tours available daily; continued conversations with City of Denver/DPS Collaborative Partnership (City/DPSCP)
Facility Readiness	Scope of changes for structural enhancements	<b>G</b>	Classroom preparations; new resources ordered; room assignments/changes finalized; Hallett resources identified for transition.

# Progress Benchmarks – Gilpin

## Progress as of 4/11/08 (limited changes this month):

- Board approved recommended program change to defer decision on Montessori Infant/Toddler (0-2) program while we continue to evaluate how best to implement such a program.

Development Area		Rating	Comments/Actions
Staff Selection & Development	Leader (Montessori Coordinator) named	G	Candidate has been identified and offer extended.
Student Recruitment	Student enrollment meets or exceeds initial projections	Y	Enrollment underway for Montessori 3-5 program. Current enrollment projections for 100 students. 6 classrooms allocated for program in Year 1.
Planning & Budgeting	Budget alignment with educational program	G	Budget updated based upon final program decision for 2008-09 and enrollment projections.
Academic Readiness	Approved program design agreed with stakeholders	G	Plan for materials initiated with Montessori Coordinator
Community Engagement	Active and continuous involvement of community in program and school design decisions	G	Community subcommittees are working on facility and licensing requirements, the educational model and partnership design.
Facility Readiness	Scope of changes for design finalized and within budget	Y	Facility walkthrough completed 3/11. Final scope done.

# Progress Benchmarks – Kunsmiller MS

## Progress as of 4/11/08 (Limited changes this month):

- The opening of Kunsmiller Arts Academy is now scheduled for the 2009-10 school year; specifics of the program are currently being evaluated by DPS Board members, district staff and community members.

Development Area	Key Benchmark	Rating	Comments/Actions
Staff Selection & Development	Leader selected and on-board	Y	School opening will be in Fall 2009. Process for hiring principal this summer is underway. All non-probationary teachers reduced from the building due to the closure of the sixth grade have positions for next school year.
Student Recruitment	2008-09 7-8 <sup>th</sup> grade projections sufficient to support viable program	G	Current projections (350) appear to be on track
Planning & Budgeting	Budget alignment with educational program	G	School has appropriate resources to support 7-8 <sup>th</sup> grade classes in 08-09.
Academic Readiness	Approved program design agreed with stakeholders	Y	Current program design to continue for grades 7 and 8 next year.
Community Engagement		NA	
Facility Readiness		N/A	
Closure Support	Provide family, student and community support for phased school closure.	Y	School is working with transition budget to determine activities for staff and students.

MINUTES OF THE REGULAR MEETING (08-5) OF THE  
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 1,  
IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO  
HELD IN THE BOARD ROOM, 900 GRANT STREET  
5:00 P.M., THURSDAY, MARCH 20, 2008

**Student Performance**

The choir from Traylor Academy performed for Board members and audience.

**I. Call to Order – 5:00 p.m.**

Pledge of Allegiance

Roll Call

President Theresa Peña called the meeting to order at 5:14 p.m. The following Board of Education members were present: Mr. Bruce Hoyt, Mr. Arturo Jiménez, Mrs. Jeannie Kaplan, Mrs. Michelle Moss, and Ms. Theresa Peña. Ms. Jill Conrad arrived at 5:38 p.m.; Mr. Kevin Patterson arrived at 5:27 p.m.

**II. Board Member Reports**

Recognition of East High School Basketball Team

Ms. Peña introduced Leslie Moore, Executive Director of Athletic Department, and presented a Proclamation to honor the East High School Boys' Basketball Team's second consecutive Colorado State 5A Boys' Basketball Championship on March 15, 2008. She introduced Coach Rudy Carey and members of the team. A copy of the Proclamation is appended to minutes of this meeting.

Recognition of Abraham Lincoln High School Basketball Team

Ms. Peña introduced Leslie Moore, Executive Director of Athletic Department, and presented a Proclamation to honor the Abraham Lincoln High School Boys' Basketball Team's second consecutive Colorado State 4A Boys' Basketball Championship on March 15, 2008. She introduced the Assistant Coaches and members of the team. A copy of the Proclamation is appended to minutes of this meeting.

Health Benefits Board

Ms. Peña introduced Anna Marcuerquiaga-Hughes, Benefits and Compensation Manager and Chairperson of the Health Benefits Board, to give the report.

## 2008 GOB Intention to Convene Public Process/Timeline for Decision Making

Tom Boasberg, Chief Operating Officer, introduced Mark Bolinger, Executive Director of Facilities Management, in charge of all capital planning and construction activities, and the lead for the bond effort. Mr. Boasberg reported on the intention to convene the public process/timeline for decision making on a 2008 General Obligation Bond (GOB) effort.

### **III. Superintendent's Report**

#### New Schools Update

Superintendent Michael Bennet introduced Alan Balczarek, Project Leader, to present the report on the New Schools Update. He introduced Brenda Kazin, future principal of Place Bridge Academy, to present an update; and Julie Murgel, future principal of Cole Arts and Science Academy, to present an update. A copy of this report is appended to the minutes of this meeting.

### **IV. Consent Agenda**

Assistant Secretary Jacquie Lucero read the Agenda items. In accordance with Consent Agenda procedures, the following items were removed from the Consent Agenda and held for discussion:

Resolution Regarding Memorandum of Understanding between Hope Online Academy and the Denver Public Schools

Mr. Hoyt moved that all matters on the Consent Agenda not held be approved. Mrs. Kaplan seconded the motion. The motion passed unanimously and the following items were approved:

#### **Board of Education**

Minutes of the Regular Board of Education Meeting of February 21, 2008 – A copy is appended to the minutes of this meeting.

Gift Report – A copy is appended to the minutes of this meeting.

#### **Finance and Audit**

Motion to Approve Contract Extension between Carpe Datum and Denver Public Schools – A copy of this motion, approval of an extension in the contract amount between Carpe Datum and Denver Public Schools regarding the work on the Balanced Scorecard/Data Dashboard system, is appended to the minutes of this meeting.

Motion to Approve Renewal of Jason Street Warehouse Lease – A copy of this motion is appended to the minutes of this meeting.

Motion to Approve Green Valley Ranch High School Property Acquisition from State Land Board – A copy of this motion is appended to the minutes of this meeting.

Motion to Approve the Amendatory Agreement between the City and County of Denver and Denver Public Schools – A copy of this motion, approval of the Amendatory Agreement regarding the Denver Head Start Program to extend its term and increase the total amount of compensation, appended t the minutes of this meeting.

### **Chief Operating Officer**

#### **Human Resources**

Motion to Approve the Personnel Transaction Report – A copy of this report is appended to the minutes of this meeting.

Motion Regarding Request for Grant Middle School’s Waiver Request – A copy of this motion is appended to the minutes of this meeting.

### **Chief Academic Officer**

Motion in Support of Senate Bill 08-130 - A copy of this motion, approval for the Board to stand in full support of Senate Bill 08-130, is appended to the minutes of this meeting.

### **OLD BUSINESS**

There was none.

### **NEW BUSINESS**

There was none.

Ms. Peña recessed the Regular Meeting at 6:30 p.m.

### **PUBLIC COMMENT SESSION**

The Public Comment Session began at 6:40 p.m. and ended at 7:10 p.m. A copy of the Speakers List is appended to the minutes of this meeting

Ms. Peña re-convened the Regular Meeting at 7:10 p.m.

## **DISCUSSION OF HELD AGENDA ITEMS**

### **Resolution 3078 Regarding Memorandum of Understanding between Hope Online Academy and Denver Public Schools**

Mr. Patterson moved approval of Resolution No. 3078. Mr. Hoyt seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

### **Proposed Executive Session**

Mr. Hoyt moved approval to enter into Executive Session for the purpose of legal counsel regarding the following issues: contracts that may be subject to negotiations and/or developing strategy for negotiations. Mrs. Moss seconded the motion. The motion passed unanimously.

Ms. Peña adjourned the meeting at 7:35 p.m.

Jill Conrad, Secretary  
Board of Education

MINUTES OF THE SPECIAL MEETING (08-6) OF THE  
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 1,  
IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO  
HELD IN THE BOARD ROOM, 900 GRANT STREET  
4:00 P.M., MONDAY, APRIL 7, 2008

**I. Call to Order – 4:00 p.m.**

Pledge of Allegiance

Roll Call

President Theresa Peña called the meeting to order at 4:05 p.m. The following Board of Education members were present: Mr. Bruce Hoyt, Mrs. Jeannie Kaplan, and Mrs. Michelle Moss. Present by telephone conference call were: Mr. Arturo Jiménez, Mr. Kevin Patterson, and Ms. Theresa Peña. Ms. Jill Conrad was absent and excused.

**IV. Consent Agenda**

**Chief Operating Officer**

Budget & Finance

Resolution 3079 Approving Two Lease Purchase Agreements and an Official Statement, Providing other Details, and Approving other Documents in Connection with the Lease-Purchase Financing – A copy of this resolution, approving the refunding of the 1997, 2005A and 2005B taxable certificates of participation and the issuance of the 2008A and 2008B taxable certificates of participation, is appended to the minutes of this meeting.

Mr. Hoyt moved approval of Resolution No. 3079. Mr. Patterson seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

Human Resources

Resolution 3080 of School District No. 1 in the City and County of Denver and State of Colorado Regarding Parameters for Future Funding of the Denver Public Schools Retirement System (DPSRS) – A copy of this resolution is appended to the minutes of this meeting.

Mr. Hoyt moved approval of Resolution No. 3080. Mrs. Moss seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

Ms. Peña adjourned the meeting at 4:45 p.m.

Jill Conrad, Secretary  
Board of Education

**GIFT REPORT  
APRIL 2008**

<b>AMOUNT</b>	<b>RECIPIENT</b>	<b>DONOR</b>	<b>INTENDED USE OF GIFT</b>
\$516.96	Fairmont Dual Immersion Acadmy	Daniels Fund	Food for AmeriTowne Celebration
\$2,307.30	Fairmont Dual Immersion Acadmy	Daniels Fund	Payment for 4th, 5th graders to attend AmeriTowne
\$9,000.00	Harrington Elementary School	Graland Country Day School	Students
\$60,000.00	Johnson Elementary School	KaBoom	Learning Landscape
\$5,000.00	Johnson Elementary School	Bank of the West	To help purchase new playground equipment or repair
\$5,000.00	Henry Middle School	Laurel Trasky	MYP
\$500.00	Place Middle School	Comcast	Supplies and furniture
\$500.00	Abraham Lincoln High School	Geraldine Magnie & Mary Ann Stack	Music Department
\$750.00	East High School	Martina Schulte and Jay Want	Constitutional Scholars
\$1,150.00	East High School	Kristen Johnson and James Jablonski	Constitutional Scholars
\$500.00	East High School	Joanne Prives	Constitutional Scholars
\$500.00	East High School	Diana and Steven Poole	Constitutional Scholars
\$1,200.00	East High School	East Angel Foundation	Constitutional Scholars
\$6,000.00	East High School	Wells Fargo	Constitutional Scholars
\$500.00	East High School	Judith Graham and Jeffrey Zax	Constitutional Scholars
\$750.00	East High School	Karen and Jeffrey Roberts	Constitutional Scholars
\$500.00	East High School	Laurie and Chris Romer	Constitutional Scholars
\$500.00	East High School	Douglas Friednash	Baseball team
\$500.00	East High School	Ranae Magness-Carpenter	Baseball team
\$2,200.00	East High School	Alumni and Friends	Hall of Fame
\$750.00	East High School	Colorado Wildlife Heritage Foundation	Bird Club
\$1,000.00	East High School	Marsha and Charles Hodges	Building Bridges for Peace
\$5,000.00	George Washington High School	Colorado & Denver Bar Association	Mock Trial grant
\$1,000.00	Montbello High School	Jon Platt	Girl's Basketball banquet
\$1,000.00	North High School	Diana Lee Muns	Classroom materials
\$8,000.00	North High School	Norac, Inc.	Purchase new auditorium stage curtain
\$5,000.00	North High School	Norac, Inc.	Award for five different North teachers
\$561.74	North High School	Terry Vartanyan	Classroom materials
\$1,000.00	North High School	Wal Mart Stores, Inc.	Yearbook
\$3,600.00	Thomas Jefferson High School	Dave Cohen	New track uniforms
\$7,853.56	21 middle and high schools	Affinity Group	Classroom supplies
\$132,639.56		<b>It is recommended that these gifts be accepted and that appropriate letters of thanks be sent by the Board of Education President to the donors.</b>	

**April 17, 2008**  
**Finance**  
**Auditor Appointment**

**ACTION**

**TO:** Michael Bennet, Superintendent

**FROM:** Velma A. Rose, Chief Financial Officer

**DATE:** April 9, 2008

**SUBJECT:** Appointment of External Auditors for the Fiscal Year Ending June 30, 2008

**BACKGROUND**

In March 2005, the Board of Education approved the recommendation to appoint Clifton Gunderson LLP as the District's independent auditors, after a lengthy RFP and selection process. The initial contract term was for the audit of the District's financial statements for the fiscal year ended June 30, 2005, with the option of auditing the District's financial statements for the four subsequent fiscal years, subject to the approval of the District's Board of Education and the annual availability of an appropriation.

This is the third renewable term for the firm of Clifton Gunderson, LLP to perform the independent audit of the District's financial statements and of the District's federal grants. The Comprehensive Annual Financial Report for the fiscal year ended June 30, 2008, is scheduled to be presented to the Board of Education in November 2008 for receipt. By state law, this annual audit report must be presented to the Board by no later than five months after the fiscal year end. The results of the audit of the District's federal grants contained in the Single Audit Report must be presented to the Board for receipt by no later than 60 days after the Comprehensive Annual Financial Report is issued.

**SUGGESTED MOTION**

I MOVE THAT THE FIRM OF CLIFTON GUNDERSON LLP BE APPOINTED TO PERFORM THE AUDIT OF THE SCHOOL DISTRICT'S FINANCIAL STATEMENTS AND SCHEDULE OF EXPENDITURES OF FINANCIAL AWARDS AND COMPLIANCE WITH LAWS AND REGULATIONS RELATED TO FEDERAL AWARDS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS ISSUED BY THE COMPTROLLER GENERAL OF THE UNITED STATES AND THE OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-133; AND THAT THE AUDIT BE IN COMPLIANCE WITH COLORADO REVISED STATUTES, SECTION 29-1-603, FOR THE FISCAL YEAR ENDING JUNE 30, 2008, WITH THE OPTION OF AUDITING THE DISTRICT'S FINANCIAL STATEMENTS FOR THE THREE SUBSEQUENT YEARS. THE FEE FOR THE FISCAL YEAR ENDING JUNE 30, 2008 WILL BE \$113,775.

DENVER PUBLIC SCHOOLS  
Interdepartmental Communication

Facility Management  
Jason Street Warehouse Lease  
Additional 30,000 sq. ft. Warehouse Space

To: Michael Bennet, Superintendent  
Through: Tom Boasberg, Chief Operating Officer  
From: Trena Deane, Executive Director, Facility Management  
Date: April 16, 2008  
Subject: Additional square footage for Jason Street Warehouse Lease

The Board of Education is asked to approve an 18 month lease of an additional 30,000 sq. ft. of warehouse space at the Jason Street Warehouse.

SUGGESTED MOTION

I MOVE THAT THE BOARD OF EDUCATION APPROVE AN 18 MONTH LEASE OF AN ADDITIONAL 30,000 SQ. FT. OF WAREHOUSE SPACE AT THE JASON STREET WAREHOUSE AT AN ESTIMATED COST OF \$1,150 PER MONTH.

**DENVER PUBLIC SCHOOLS  
DEPARTMENT OF FACILITY MANAGEMENT**

**To:** Board of Education Members

**From:** Trena Deane, Executive Director of Facility Management

**Through:** Leo Lesh, Executive Director of Enterprise Management

**Subject:** Eighteen Month Lease for Additional Space at the Jason Street Warehouse

**Date:** March 14, 2008

One of the consequences of closing schools in the district is the need to acquire temporary space for storing surplus assets and materials. The eight schools scheduled for closure will have immense amount of furniture and equipment to store away. It would seem as though the closed schools themselves would be a viable alternative to augment the school district's overall storage needs, however, such a contingency would be less than ideal for several reasons. First, the earliest any of the closed schools will be available is the 1st of June, which is too late since DPS' Fixed Asset Management and Constructions Services Departments need to begin work by May of 2008. Second, logistically, none of the closed schools are centrally located or in area that would permit or tolerate the traffic of commercial vehicles nor would provide the level of access to major transportation thoroughfares such highways and major traffic corridors. Third, the schools were not designed to be used as warehouses; to use the buildings in that manner may cause considerable wear and tear to the floors, walls and other structural elements in the buildings.

To the satisfaction of Fixed Assets and Construction Services, it has been brought to the attention of Facility Management that the Jason Street Warehouse has available an additional 30,000 square feet of warehouse space adjacent to the 44,000 square feet that the Board is currently being asked to lease. The new lease would be for an eighteen (18) month term beginning either April 1, 2008, or May 1, 2008. The lease rate amount is \$2.75 per square foot with the estimated additional expense of \$1,150 each month.

Jason St Warehouse	Square Feet	Lease Rate	Eighteen Month Lease Rate	Monthly Est. Expenses (\$1,150 x 12)	Total Eighteen-Month Lease Cost (Expenses + Lease)
1st Year	30,000 sq ft	\$2.75 per sq ft	\$82,500	\$20,700	\$103,200

It is the recommendation of this department to approve the eighteen-month lease for the additional 30,000 square feet of space at Jason Street Warehouse.

**MOTION**

I move that the Board of Education approve the increase of \$95,101.00 to Software AG to assist in completing the implementation of the automation of the teacher on-boarding project and to authorize the President of the Board of Education to sign Amendment #1 on behalf of Denver Public Schools. With this increase the total contract amount for 2007-2008 will be \$1,013,202.15.

**DENVER PUBLIC SCHOOLS  
Interdepartmental Communication**

To: Board of Education  
 From: Michael Thomas, Director of Purchasing *MST*  
 Date: April 2, 2008  
 Subject: Approval for Increase of Expenditures – Teacher On-Boarding Project – Software AG

**Scope of Procurement**

The Department of Technology Services is requesting that Software AG continue to provide professional labor services to assist in completing the implementation of the automation of the teacher on-boarding process.

**Rationale for Procurement**

This project will improve the overall efficiency of the hiring process for teachers. This is a Time and Materials contract and travel and living expenses incurred during the contract are additional and will be reimbursed to the contractor by the District. Listed below are the specific expenditures.

**Source of Funding**

Expenditures will be paid from various Department of Technology Services' funds.

**Procurement Process**

Expenditures to Software AG for the current fiscal year for this project are:

Reimbursement of travel expenses for July and September, 2007	Purchase order 08 01332 dated 10/10/2007	\$3,691.29
Software	Approved by the Board of Education on 12/20/2007	\$575,591.65
Software maintenance for 1 year	Approved by the Board of Education on 12/20/2007	\$115,118.21
Labor/travel expenses/living expenses to provide detailed specifications for the project	Purchase order 08 02028 dated 1/9/2008	\$49,000.00
Labor for implementation of the project	Independent Contractor Agreement approved by Tom Boasberg on 12/20/2007	\$141,200.00
Onsite training	Statement of Work approved by Michael Thomas on 3/3/2008	\$33,500.00
<b>TOTAL</b>		<b>\$918,101.15</b>

**Procurement Approval**

Approval is requested to increase the expenditures to Software AG by \$95,101.00 so that the total expenditures for the current fiscal year will be \$1,013,202.15.

Labor	\$77,550.00
Reimbursement of travel and living expenses	\$17,551.00
<b>TOTAL</b>	<b>\$95,101.00</b>


This request is to be reviewed by the Finance and Audit Committee on April 14, 2008.

**MOTION**

I move that the Board of Education approve the award of Invitation to Quote #BD1261, Fee for Service for Donated Food Commodities, to Advance Food Company, Jennie-O Turkey Store, J.M. Smucker Company, JTM Provisions Company, Land O'Lakes, Inc., M.C.I. Foods, Inc., Pierre Foods, Inc., Pilgrim's Pride Corporation, Sunny Fresh Foods, and Tyson Sales & Distribution for a one year period, July 1, 2008, through June 30, 2009.

**DENVER PUBLIC SCHOOLS**  
**Interdepartmental Communication**

To: Board of Education

From: Michael Thomas, Director of Purchasing 

Date: March 31, 2008

Subject: Award Approval – Invitation to Quote (ITQ) #BD1261 – Fee for Service for Donated Food Commodities

**Scope of Quote**

Purchase of food processing services for the period July 1, 2008, through June 30, 2009.

**Rationale for Quote**

The ITQ was requested by the Enterprise Management Department of Food and Nutrition Services in order to solicit responses from qualified vendors to establish contracts for the processing of various donated raw food commodities into finished products.

**Source of Funding**

Expenditures will be paid from the Department of Food and Nutrition Services' Enterprise Fund.

**Quote Process**

On January 4, 2008, the Colorado Department of Human Services (CDHS) posted the manufacturers and products approved for commodity processing for the 2008-2009 school year. After reviewing the approved choices the Department of Food and Nutrition Services' Menu and Testing Committee established the cycle menu for the 2008-2009 school year.

Based on the cycle menu, all approved manufacturers, their brokers and representatives were sent e-mails on January 25, 2008, requesting submission of information on specific commodities and price quotes. Twenty-eight commodity processors responded by the due date of February 7, 2008. The submissions were reviewed and Food Services is recommending award for the processing of raw commodity chicken, turkey, beef, pork, eggs, peanut butter and cheese into finished products for entrée items and components only.

**Detail**

There is no renewal option for this quotation.

**Recommended Award**

Approval is requested to award this quotation to the following commodity processors:

<b>PROCESSOR</b>	<b>RAW COMMODITY</b>	<b>ESTIMATED ANNUAL FEE</b>
Pilgrim's Pride Corp.	Chicken	\$435,419.55
JTM Provisions Co.	Beef, Pork and Cheese	\$210,881.78
J.M. Smucker Co.	Peanut Butter	\$140,904.00
Jennie-O Turkey Store	Turkey	\$110,737.10
Pierre Foods, Inc.	Beef	\$96,093.74
Sunny Fresh Foods	Eggs	\$73,634.40
Land O'Lakes Inc.	Cheese	\$70,730.50
M.C.I. Foods, Inc.	Cheese	\$55,994.40
Advance Food Co.	Beef	\$29,400.00
Tyson Sales & Distribution	Chicken	\$16,969.33

The award recommendations are to be reviewed by the Finance and Audit Committee on April 14, 2008.

Board of Education

April 17, 2008

FINANCE & AUDIT / PURCHASING – New Leaders for New Schools

**MOTION**

I move that the Board of Education approve the Independent Contractor Agreement for \$835,000.00 with New Leaders for New Schools to provide services in accordance with the Teacher Incentive Fund Grant and to authorize the President of the Board of Education to sign the agreement on behalf of Denver Public Schools.

**DENVER PUBLIC SCHOOLS**  
**Interdepartmental Communication**

To: Board of Education

From: Michael Thomas, Director of Purchasing

Date: April 3, 2008

Subject: Approval for Independent Contractor Agreement – New Leaders for New Schools

Scope of Agreement

Provide services in accordance with the Teacher Incentive Fund Grant for a one year period, October 1, 2007, through September 30, 2008.

Rationale for Agreement

To create an “effective practice team” (EPT) protocol for engaging schools and the school leadership team in identifying the instructional and/or managerial practices leading to high performance in the schools. The protocols shall identify effective practices in the following general categories: Teaching and Learning, School Culture and Community, Management and Operations, and Leadership. The contractor will identify, train and manage internal or external capacity to implement EPT protocol, create a learning object documentation and production process that will minimize impact on school operations while capturing effective practices, and make available to educators documented effective practices.

Source of Funding

Expenditures will be paid from the Federal TIF grant and no District funds will be needed for these services.

Agreement Process

An amended Independent Contractor Agreement has been negotiated between the contractor and the District’s General Counsel.

Agreement Approval

Approval is requested to finalize the Independent Contractor Agreement with New Leaders for New Schools in the amount of \$835,000.00.

The agreement is to be reviewed by the Finance and Audit Committee on April 14, 2008.

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DENVER PUBLIC SCHOOLS  
Interdepartmental Communication

Facility Management  
Construction Contract Approval for  
Cole ECE-8 School Realignment

To: Board of Education

Through: Michael Bennet, Superintendent

From: Trena Deane, Executive Director, Facility Management

Date: April 10, 2008

Subject: Construction Contract Award Approval – Brown Schrepferman Construction Company for the Cole ECE-8 Realignment Project

The Board of Education is asked to approve the construction contract for realignment at Cole ECE-8 School, the amount of \$1,190,418.00 approved as the construction budget, and Brown Schrepferman Construction Company as the contractor.

**SUGGESTED MOTION**

**I MOVE THAT THE BOARD OF EDUCATION APPROVE THE CONSTRUCTION CONTRACT FOR COLE ECE-8 SCHOOL RELIGNMENT, THE AMOUNT OF \$1,190,418.00 APPROVED AS THE CONSTRUCTION BUDGET, AND BROWN SCHREPFERMAN CONSTRUCTION COMPANY AS THE CONTRACTOR. THIS MOTION IS SUBJECT TO THE RIGHT OF AGGRIEVED PARTIES TO PROTEST SUCH SELECTION IN ACCORDANCE WITH DENVER PUBLIC SCHOOLS PURCHASING PROCEDURES.**

Cc: Sarah Hughes, Chief of Staff

Denver Public Schools  
Interdepartmental Communication

To: Board of Education

Thru: Michael Bennet, Superintendent

From: Trena Deane – Executive Director, Facility Management

Date: April 10, 2008

Subject: Construction Contract Award Approval – Brown Schrepferman Construction Company for the Cole ECE-8 Realignment Project

Scope of Procurement/Contract

Contract for general construction services – Cole realignment

- Remodeling of existing spaces to create Early Childhood Education and Kindergarten rooms including the construction of appropriately sized toilet facilities
- Remodeling of site areas to accommodate playground apparatus areas consistent with Elementary school standards
- Code related construction items for fire protection requirements (stair enclosure, fire suppression, building compartmentalization, etc.)
- Miscellaneous repairs and finishes

Rationale for Procurement/Contract

Capital Reserve Funding (CRF) This procurement is necessary due to school realignments based on A+ Committee recommendation for school consolidation and realignment. The realignments of programs and school grades at this facility require facility modifications and specific code compliance.

Source of Funding:

CRF Initial funding with future reimbursement.

Solicitation/Contracting Process

Bid Solicitation was sent on March 7, 2008. Six Term and Supply Contractors were invited to bid, one of which was a BDOP contractor. Five (5) contractors attended the mandatory pre-bid conference on March 14, 2008. Three (3) contractors submitted bids on April 2, 2008, all of which were responsive.

This overall award costs were reviewed by the Finance Committee on April 14, 2008.

The low responsive bid is as follows:

Brown Schrepferman Construction Company		\$929,890.00	
Alternate No 1	Classroom carpet replacement	\$20,750.00	Accepted
Alternate No 2	Classroom carpet replacement	\$44,850.00	Accepted
Alternate No 3	Toilet stall doors	\$10,100.00	Accepted
Alternate No 4	MDF cooling	\$17,750.00	Accepted
Alternate No 5	Paint over existing hall murals	<del>\$2,000.00</del>	NOT Accepted
Alternate No 6	Resilient playground surfacing	<del>\$43,600.00</del>	NOT Accepted
Alternate No 7	Coat cubbies – KG	\$45,950.00	Accepted
Alternate No 8	Coat cubbies -1 <sup>st</sup> grade	\$13,750.00	Accepted
Alternate No 9	Coat cubbies-2 <sup>nd</sup> grade	\$29,500.00	Accepted
Construction contract with alternates		\$1,112,540.00	
Construction contingency 7%		<u>\$77,877.00</u>	
Total		\$1,190,418.00	

Recommendation

The firm of Brown- Schrepferman be approved for this construction contract with the above alternates. The amount of the contract to be approved plus 7% contingency is \$1,190,418.00

Results for 28FM-110 Cole K-8 Renovation listed below.

Bidder	Brown-Schrepferman	Interlock	MW Golden
Lump Sum	\$929,890.00	\$943,815.00	\$984,000.00
Bond	Yes	Yes	Yes
Addendum #3	Yes	Yes	Yes
Advertisement	Yes	Yes	Yes
Alternate No.1	\$20,750.00	\$27,111.00	\$21,026.00
Alternate No.2	\$44,850.00	\$55,761.00	\$45,091.00
Alternate No.3	\$10,100.00	\$13,296.00	\$10,176.00
Alternate No.4	\$17,750.00	\$18,296.00	\$16,790.00
Alternate No.5	\$2,000.00	\$3,448.00	\$1,982.00
Alternate No.6	\$43,600.00	\$29,995.00	\$62,349.00
Alternate No.7	\$45,950.00	\$32,505.00	\$44,349.00
Alternate No.8	\$13,750.00	\$22,163.00	\$13,855.00
Alternate No.9	\$29,500.00	\$20,784.00	\$29,701.00

CC: Sarah Hughes, Chief of Staff

## **GENERAL INFORMATION**

### **Denver Public Schools Facilities Management**

### **EXECUTIVE SUMMARY Cole ECE-8 Realignment**

#### **Overview**

A+ Denver's Facilities and Finance subcommittee reviewed the District's finances and studied aspects of the budget. They made recommendations regarding the district's financial condition and provided criteria to use in making recommendations for school closures. The recommendation is to close eight (8) school buildings, open five (5) new school programs in existing buildings, and nine (9) schools will be new schools of assignment for students in areas where schools have been closed.

The realignments of programs and school grades at these facilities require facility modifications and specific code compliance.

The scope of work includes the following:

- Remodeling of existing spaces to create Early Childhood Education and/or Kindergarten rooms including the construction of appropriately sized toilet facilities
- Remodeling of site areas to accommodate playground apparatus areas consistent with Elementary school standards
- Code related construction items for fire protection requirements (stair enclosure, fire suppression, building compartmentalization, etc.)
- Miscellaneous repairs and finishes

#### **Process:**

Bid solicitation was sent on March 7, 2008. Six Term and Supply Contractors were invited to bid, one of which was a BDOP contractor. Five (5) contractors attended the mandatory pre-bid conference on March 14, 2008 and three (3) contractors submitted bids on April 2, 2008, all of which were responsive.

Based on the low responsive bidder, Brown Schrepferman Construction Company is recommended for award.

The construction start and completion dates are estimated from November 31, 2007 to final completion date of September 14, 2008. .

#### **Evaluation Considerations:**

This procurement is necessary due to school realignments based on A+ Committee recommendation for school consolidation and realignment. The realignments of programs and school grades at this facility require facility modifications and specific code compliance. The basis for this project is in support of the Denver Plan and support the overall educational mission.

All expenditures will be paid out of the Capital Reserve fund for future reimbursement.

The value of the procurement is \$1,190,418 which includes base bid of \$929,890 plus accepted alternates valued at \$182,650 plus 7% contingency of \$77,877.

Executive Summary Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Reviewed and Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Operating Officer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Theresa K. Pena, President Board of Education

DENVER PUBLIC SCHOOLS  
Interdepartmental Communication

Facility Management  
Construction Contract Approval for  
Horace Mann Middle School Realignment

To: Board of Education

Through: Michael Bennet, Superintendent

From: Trena Deane, Executive Director, Facility Management

Date: April 10, 2008

Subject: Construction Contract Award Approval – Wilderness Construction Company for the Horace Mann ECE - 8 Realignment Project

The Board of Education is asked to approve the construction contract for realignment at Horace Mann Middle School, the amount of \$903,613 approved as the construction budget, and Wilderness Construction Company as the contractor.

**SUGGESTED MOTION**

**I MOVE THAT THE BOARD OF EDUCATION APPROVE THE CONSTRUCTION CONTRACT FOR HORACE MANN MIDDLE SCHOOL RELIGNMENT, THE AMOUNT OF \$903,613 APPROVED AS THE CONSTRUCTION BUDGET, AND WILDERNESS CONSTRUCTION COMPANY AS THE CONTRACTOR. THIS MOTION IS SUBJECT TO THE RIGHT OF AGGRIEVED PARTIES TO PROTEST SUCH SELECTION IN ACCORDANCE WITH DENVER PUBLIC SCHOOLS PURCHASING PROCEDURES.**

Cc: Sarah Hughes, Chief of Staff

Denver Public Schools  
Interdepartmental Communication

To: Board of Education

Thru: Michael Bennet, Superintendent

From: Trena Deane – Executive Director, Facility Management

Date: April 10, 2008

Subject: Construction Contract Award Approval – Wilderness Construction Company for the Horace Mann ECE - 8 Realignment Project

Scope of Procurement/Contract

- Remodeling of existing spaces to create Early Childhood Education and/or Kindergarten rooms including the construction of appropriately sized toilet facilities
- Remodeling of site areas to accommodate playground apparatus areas consistent with Elementary school standards
- Construction of special education toilets
- Construction related to specialized program spaces specific to a school such as technology labs, shops, or enhancements to performance spaces
- Code related construction items such as ADA compliance, fire protection requirements (stair enclosure, fire suppression, building compartmentalization, etc.)
- Miscellaneous repairs and finishes

Rationale for Procurement/Contract

This procurement is necessary due to school realignments based on A+ Committee recommendation for school consolidation and realignment. The realignments of programs and school grades at this facility require facility modifications and specific code compliance.

Source of Funding:

CRF Initial funding with future reimbursement.

Solicitation/Contracting Process

- 9/19/07 – Short-listing of pre-qualified contractors was conducted
- 9/28/07 and 9/29/07 – Advertisement for mandatory pre-interview conference
- 10/2/07 – Pre-Interview Conference held
- 10/31/07 – Interviews conducted – 4 general contractors interviewed

Interview panel members are as follows:

Trena A. Deane, Executive Director, Facility Management, Chair; Troy A. Garner, DPS Special Projects Manager; Renee Verspoor, DPS Project Manager; Miguel Lander, DPS Project Manager; John Caligaris, DPS Project Manager; Danny Reid, DPS Manager of Facility Maintenance; Ken Montoya, DPS Protective Coatings Foreman; Helga Grunerud, Hispanic Contractors, BDOP Representative; Ali Spray, Hispanic Contractors, BDOP Representative; Liz Couture, Construction Industry Training Council, Community Representative; Ron Abo, Abo Group Architects; Kathy Lingo, Avenue L Architects.

Recommendation

Wilderness Construction as the CM/GC Contractor for Horace Mann Realignment conversion from MS to ECE-8 school. The CM/GC (Wilderness Construction) Guaranteed Maximum Price is \$821,466, plus a 10% contingency of \$82,147 for a total construction cost of \$903,613.

This overall award costs was reviewed by the Finance Committee on April 14, 2008.

## **GENERAL INFORMATION**

### **Denver Public Schools Facilities Management**

## **EXECUTIVE SUMMARY**

### **Horace Mann Conversion**

#### **Overview**

A+ Denver's Facilities and Finance subcommittee reviewed the District's finances and studied aspects of the budget. They made recommendations regarding the district's financial condition and provided criteria to use in making recommendations for school closures. The recommendation is to close eight (8) school buildings, open five (5) new school programs in existing buildings, and nine (9) schools will be new schools of assignment for students in areas where schools have been closed.

This procurement is contingent upon the approval by the Board of Education of the school consolidation and realignment recommendations.

The realignments of programs and school grades at these facilities require facility modifications and specific code compliance.

The scope of work includes the following:

- Remodeling of existing spaces to create Early Childhood Education and/or Kindergarten rooms including the construction of appropriately sized toilet facilities
- Remodeling of site areas to accommodate playground apparatus areas consistent with Elementary school standards
- Construction of special education toilets and shower facilities
- Construction related to specialized program spaces specific to a school such as technology labs, shops or enhancements to performance spaces
- Code related construction items such as ADA compliance, fire protection requirements (stair enclosure, fire suppression, building compartmentalization, etc.)
- Miscellaneous repairs and finishes

#### **Process:**

Short-listing of pre-qualified contractors was conducted on September 19, 2007. Advertising for a mandatory pre-interview conference was conducted on September 28<sup>th</sup> and September 29<sup>th</sup>, 2007. The pre-interview conference was conducted on October 2<sup>nd</sup> and interviews were held on October 31, 2007. The interview panel consisted of members from the DPS staff as well as the community and BDOP representatives.

The construction start and completion dates are estimated from November 31, 2007 to final completion date of August 31, 2009.

Based on selected criteria and scoring of individual panel members the following contractor is recommended for award:

Wilderness Construction Company is recommended for award for the Horace Mann Conversion from MS to ECE-8 school.

**Evaluation Considerations:**

This procurement is necessary due to school realignments based on A+ Committee recommendation for school consolidation and realignment. The realignments of programs and school grades at this facility require facility modifications and specific code compliance. The basis for this project is in support of the Denver Plan and support the overall educational mission.

All expenditures will be paid out of the Capital Reserve fund for future reimbursement. The estimated value of the procurement is \$821,466 plus 10% contingency of \$82,147 for a total construction cost of \$903,613.

Executive Summary Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Reviewed and Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_  
Tom Boasberg, Chief Operating Officer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Theresa K. Pena, President Board of Education

**SUGGESTED MOTION**

I MOVE THE BOARD OF EDUCATION APPROVE THIS AGREEMENT BETWEEN DPS AND DENVER VENTURE SCHOOL TO USE THE CROFTON FACILITY ACCORDING TO THE TERMS AND CONDITIONS AS PROVIDED HEREIN.

**DENVER PUBLIC SCHOOLS  
DEPARTMENT OF FACILITY MANAGEMENT**

**To:** Board of Education Members

**From:** Trena Deane, Executive Director of Facility Management

**Through:** Michael Hickman, Real Estate Assets Manager

**Subject:** Lease for the Crofton Facility Additional Space at the Jason Street Warehouse

**Date:** April 11, 2008

Denver Public Schools (“DPS”) Facility Management is recommending the approval of a twenty-four month agreement beginning on July 1, 2008 for the use and occupancy of the Crofton Building located at 2409 Arapahoe Street, in Denver, Colorado. The Crofton Building is a 28,821 square foot one-story building, which was previously operated as an elementary school.

Denver Venture School’s (“DVS”) proposed use is to operate a charter high school. DPS would allow DVS to use the third floor of the building, consisting of the five classrooms, two office spaces and restrooms located on that floor. In addition, DVS will have access to one classroom on the first/garden level floor of the building, the gymnasium and kitchen area and the lobby space and restrooms adjoining the gymnasium. DVS’ occupancy of the Denver Venture School will also include parking spaces for staff to be assigned by DPS.

The square footage of the space assigned to DVS shall be calculated as actual usable square feet and will be referenced as such in the final agreement negotiated between the parties. DPS has the right to re-locate, move, or reduce the provided space should DVS’ needs fall below its projected student enrollment or required use. DVS will be responsible for the full costs of relocating the current DPS users, like Professional Development and Extended Learning, to an alternative space.

DPS has the right to sell the Crofton facility after twelve months, provided DPS give DVS ninety days notice and allow DVS to complete the school year. DVS will not have any right of first or last offer, or right of refusal, but will be guaranteed the opportunity to participate in any auction for the property. All renovations and improvements by DVS in the assigned areas of the building require advance approval by DPS and will be consistent with DPS standards and specifications. DVS shall bear the costs for them as well.

DPS would retain the right to use space assigned to DVS, including the gymnasium and adjoining lobby and restrooms, as negotiated by the parties, for District and community use after school hours and during the summer months, when DVS is not in session. The parties have agreed that the cost for use and occupancy of the Crofton Building is \$12.18 per usable square foot, which includes utilities, maintenance and custodial services. In addition, DPS estimates a basic security fee of approximately \$30-\$35 per student, to cover the cost of general security services (but not the cost of campus security personnel) as well as an administrative fee of approximately \$5,000. The parties may agree to costs and fees in addition to those identified above. DPS will also reserve the right throughout the term of the agreement to adjust this fee or seek reimbursement should actual costs exceed the amounts estimated.

Recommendation.

Approve the Crofton Facility Use Agreement's between DPS and DVS based on the terms provided herein, and authorize officers of the Board to execute an agreement to implement this action.

Process.

This communication will be forwarded to all School Board members by April 11, 2007 for Board Action at the next legislative meeting on April 17, 2008.

STATE OF COLORADO )  
 SCHOOL DISTRICT NO. 1 ) ss.  
 CITY AND COUNTY OF DENVER )

I, the Secretary of the Board of Education of School District No. 1, in the City and County of Denver and State of Colorado (the "District"), do hereby certify that:

1. Attached is a true and correct copy of a resolution (the "Resolution") adopted by the Board of Education (the "Board") at the meeting held on April 17, 2008.

2. Notice of such meeting was posted in a public place within the boundaries of the District designated by the Board for the posting of notices of meetings of the Board no less than 24 hours prior to the holding of the meeting.

3. The Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

<u>Board Member</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstaining</u>
Jill Conrad	_____	_____	_____	_____
Bruce Hoyt	_____	_____	_____	_____
Arturo Jimenez	_____	_____	_____	_____
Jeannie Kaplan	_____	_____	_____	_____
Michelle Moss	_____	_____	_____	_____
Kevin Patterson	_____	_____	_____	_____
Theresa K. Peña	_____	_____	_____	_____

4. The Resolution was duly approved by the Board, signed by the President of the Board, sealed with the District's seal, attested by the Secretary of the Board and recorded in the minutes of the Board.

5. The meeting at which the Resolution was adopted was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with all applicable bylaws, rules, regulations and resolutions of the District, in accordance with the normal procedures of the District relating to such matters, and in accordance with applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand and the seal of the District as of April 17, 2008.

[SEAL]

\_\_\_\_\_  
 Secretary

## RESOLUTION

**A RESOLUTION OF SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO APPROVING A SPECIAL WARRANTY DEED FOR CERTAIN PROPERTY, A 2008A LEASE AGREEMENT, A 2008B LEASE AGREEMENT, A SIXTH AMENDMENT TO LEASE PURCHASE AGREEMENT AMENDING THE DISTRICT'S LEASE PURCHASE AGREEMENT DATED AS OF JULY 1, 1997, AND AN OFFICIAL STATEMENT RELATING THERETO, AND PROVIDING OTHER DETAILS AND APPROVING OTHER DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, School District No. 1, in the City and County of Denver and State of Colorado (the "District") is a political subdivision of the State of Colorado (the "State") duly organized and validly existing under the laws of the State; and

WHEREAS, the Board of Education of the District (the "Board") is authorized by Section 22-32-110(1)(e), Colorado Revised Statutes, as amended, to sell District property upon such terms and conditions as it may approve without having to make a finding that such property is not needed within the foreseeable future when the Board anticipates that the District will become the lessee of such property; and

WHEREAS, the Board is authorized, under Section 22-32-110(1)(b), Colorado Revised Statutes, as amended, to lease, with an option to purchase, real property within or without the territorial limits of the District and equipment on such terms as the Board sees fit to use as school sites, buildings or structures or for any school purpose authorized by law; and

WHEREAS, the Board has previously sold certain property to Denver School Facilities Leasing Corporation (the "Corporation") for the purpose of leasing such property (as further defined below, the "1997 Leased Property" and the "2005B Leased Property") from the Corporation; and

WHEREAS, the District has previously entered into a Lease Purchase Agreement dated as of July 1, 1997 with the Corporation (as previously amended by the First Amendment to Lease Purchase Agreement dated as of January 1, 2002 between the District and the Corporation, the Second Amendment to Lease Purchase Agreement dated as of February 12, 2003 between the District and the Corporation, the Third Amendment to Lease Purchase Agreement dated as of January 29, 2004 between the District and the Corporation, the Fourth Amendment to Lease Purchase Agreement dated as of March 24, 2005 (the "Fourth 1997 Lease Amendment") between the District and the Corporation and the Fifth Amendment to Lease Purchase Agreement dated as of October 18, 2007 between the District and the Corporation, the "1997 Lease") for the purpose of leasing the 1997 Leased Property from the Corporation; and

WHEREAS, to finance the Corporation's original acquisition of the 1997 Leased Property from the District, there have previously been issued the "School District No. 1, in the City and County of Denver and State of Colorado, Lease Purchase Agreement with Denver School Facilities Leasing Corporation, Taxable Pension Certificates of Participation, Series

1997” (the “1997 Certificates”) pursuant to a Mortgage and Indenture of Trust dated as of July 1, 1997 between the Corporation and Bank One, Colorado, N.A., as trustee (as succeeded by Wells Fargo Bank, National Association, in such capacity, the “1997 Trustee”) (as supplemented and amended by the First Supplemental Mortgage and Indenture of Trust dated as of February 12, 2003 between the Corporation and the 1997 Trustee, the Second Supplemental Mortgage and Indenture of Trust dated as of January 29, 2004 between the Corporation and the 1997 Trustee, the Third Supplemental Mortgage and Indenture of Trust dated as of March 24, 2005 (the “Third Supplemental 1997 Indenture”) between the Corporation and the 1997 Trustee and the Fourth Supplemental Mortgage and Indenture of Trust dated as of October 18, 2007 between the Corporation and the 1997 Trustee, the “1997 Indenture”); and

WHEREAS, the District has previously entered into a 2005A Lease Agreement dated as of March 24, 2005 (the “2005A Lease”) with the Corporation for the purpose of leasing a portion of the property previously included in the 1997 Leased Property (the “2005A Leased Property”); and

WHEREAS, to allow the 2005A Leased Property to be removed from the 1997 Leased Property and leased pursuant to the 2005A Lease, the District and the Corporation entered into the Fourth 1997 Lease Amendment; and

WHEREAS, to refinance a portion of the 1997 Certificates in connection with the execution of the 2005A Lease and amendment of the 1997 Lease by the Fourth 1997 Lease Amendment, there were issued the “Taxable Variable Rate Certificates of Participation, Series 2005A, evidencing undivided interests in the right to receive certain revenues payable by School District No. 1, in the City and County of Denver and State of Colorado under a 2005A Lease Agreement” (the “2005A Certificates”) pursuant to a 2005A Mortgage and Indenture of Trust (the “2005A Indenture”), dated as of March 24, 2005 between the Corporation and J.P. Morgan Trust Company, N.A. (as succeeded by The Bank of New York Trust Company, National Association, the “2005 Trustee”); and

WHEREAS, in connection with the execution and delivery of the 2005A Lease by the District and the Corporation, the District entered into a 2005B Lease Agreement dated as of March 24, 2005 (the “2005B Lease”) with the Corporation for the purpose of leasing certain additional property conveyed by the District to the Corporation (the “2005B Leased Property” and, collectively with the 2005A Leased Property, the “2005 Leased Property”); and

WHEREAS, to finance the Corporation’s acquisition of the 2005B Leased Property in connection with the execution of the 2005B Lease, there were issued the “Taxable Variable Rate Certificates of Participation, Series 2005B, evidencing undivided interests in the right to receive certain revenues payable by School District No. 1, in the City and County of Denver and State of Colorado under a 2005B Lease Agreement” (the “2005B Certificates” and, collectively with the 2005A Certificates, the “2005 Certificates”) pursuant to a 2005B Mortgage and Indenture of Trust (the “2005B Indenture”) dated as of March 24, 2005 between the Corporation and the 2005 Trustee; and

WHEREAS, to manage the risk of increasing interest rates on the 2005 Certificates, the Corporation entered into an ISDA Master Agreement and a Schedule, a Credit Support Annex, a

Custodial Agreement and 2005A and 2005B Confirmations with respect thereto dated as of March 10, 2005 (collectively, the “2005 Hedge Facilities”) with J.P. Morgan Chase Bank, N.A. (and, with respect to such Custodial Agreement, with the 2008 Trustee, as custodian), relating to the 2005 Certificates; and

WHEREAS, in connection with the execution and delivery of the 2005A Indenture and the 2005B Indenture by the Corporation and the 2005 Trustee, the Corporation and the 2005 Trustee entered into the Third Supplemental 1997 Indenture to reflect the removal of the portion of the 1997 Leased Property made by the Fourth 1997 Lease Amendment; and

WHEREAS, the Board desires that the District enter into a Sixth Amendment to Lease Purchase Agreement with the Corporation (the “Sixth 1997 Lease Amendment”), dated as of the date determined by the officers of the District executing the same pursuant to the authority granted by this Resolution, for the purpose of further amending the 1997 Lease to permit the removal from the 1997 Leased Property of certain additional property currently included therein; and

WHEREAS, in connection with the execution and delivery of the Sixth 1997 Lease Amendment by the District and the Corporation, the Corporation and the Trustee will enter into a Fifth Supplemental Mortgage and Indenture of Trust dated as of the date of the Sixth 1997 Lease Amendment (the “Fifth Supplemental 1997 Indenture”) to supplement and amend the 1997 Indenture to reflect the removal of such additional property from the 1997 Leased Property; and

WHEREAS, in connection therewith, the 2005A Lease and the 2005B Lease will be terminated and all of the property currently included in the 2005A Leased Property and the 2005B Leased Property will be released to the District; and

WHEREAS, the Board desires that certain additional District property (the “2008 Acquired Property”) and certain of the property currently included in the 1997 Leased Property, the 2005A Leased Property and the 2005B Leased Property to be released therefrom as described above (collectively with the 2008 Acquired Property, the “Acquired Property”) be sold to the Corporation pursuant to a special warranty deed (the “2008 Deed”) from the District to the Corporation; and

WHEREAS, the Board desires that the District enter into a 2008A Lease Agreement dated as of the date of the Sixth 1997 Lease Amendment (the “2008A Lease”) with the Corporation, for the purpose of leasing from the Corporation a portion of the Acquired Property (as further defined in the 2008A Lease, the “2008A Leased Property”); and

WHEREAS, the Board further desires that the District enter into a 2008B Lease Agreement dated as of the date of the 2008A Lease (the “2008B Lease”) with the Corporation, for the purpose of leasing from the Corporation the remainder of the property included in the Acquired Property (as further defined in the 2008B Lease, the “2008B Leased Property”); and

WHEREAS, to finance (a) the refinancing of a portion of the 1997 Certificates and a portion of the 2005 Certificates and (b) the acquisition by the Corporation from the District of the portion of the Acquired Property included in the 2008A Leased Property, there will be issued the “Taxable Variable Rate Certificates of Participation, Series 2008A, evidencing undivided

interests in the right to receive certain revenues payable by School District No. 1, in the City and County of Denver and State of Colorado under a 2008A Lease Agreement” (the “2008A Certificates” and, collectively with the 2008B Certificates, defined below, the “2008 Certificates”) pursuant to a 2008A Mortgage and Indenture of Trust (the “2008A Indenture”), dated as of the date of the 2008A Lease, between the Corporation and Wells Fargo Bank, National Association, as trustee (in such capacity, the “2008 Trustee”); and

WHEREAS, to finance (a) the refinancing of an additional portion of the 1997 Certificates and the remainder of the 2005 Certificates and (b) the acquisition by the Corporation from the District of the portion of the Acquired Property included in the 2008B Leased Property, there will be issued the “Taxable Variable Rate Certificates of Participation, Series 2008B-1, evidencing undivided interests in the right to receive certain revenues payable by School District No. 1, in the City and County of Denver and State of Colorado under a 2008B Lease Agreement” (the “2008B-1 Certificates” ) and the “Taxable Variable Rate Certificates of Participation, Series 2008B-2, evidencing undivided interests in the right to receive certain revenues payable by School District No. 1, in the City and County of Denver and State of Colorado under a 2008B Lease Agreement” (the “2008B-2 Certificates” and collectively with the 2008B-1 Certificates, the “2008B Certificates”) pursuant to a 2008B Mortgage and Indenture of Trust (the “2008B Indenture”), dated as of the date of the 2008B Lease, between the Corporation and the 2008 Trustee; and

WHEREAS, a portion of the proceeds of the 2008 Certificates will be deposited in escrow pursuant to: (a) a 2008 Escrow Agreement relating to 1997 Certificates (the “1997 Certificates Escrow Agreement”), dated as of the date of the 2008A Lease, between the Corporation and Wells Fargo Bank, National Association (in such capacity, the “2008 Escrow Agent”), for the purpose of defeasing the refinanced 1997 Certificates in accordance with the terms of the 1997 Indenture; (b) a 2008 Escrow Agreement relating to 2005A Certificates (the “2005A Certificates Escrow Agreement”), dated as of the date of the 2008A Lease, between the Corporation and the 2008 Escrow Agent for the purpose of defeasing the refinanced 2005A Certificates in accordance with the terms of the 2005A Indenture; and (c) a 2008 Escrow Agreement relating to 2005B Certificates (the “2005B Certificates Escrow Agreement” and, together with the 1997 Certificates Escrow Agreement and the 2005A Escrow Agreement, the “2008 Escrow Agreements”), dated as of the date of the 2008A Lease, between the Corporation and the 2008 Escrow Agent for the purpose of defeasing the refinanced 2005B Certificates in accordance with the terms of the 2005B Indenture; and

WHEREAS, the 2008 Escrow Agreements will be acknowledged by the District as provided therein; and

WHEREAS, upon the defeasance of the 2005A Certificates and the 2005B Certificates with the proceeds of the 2008 Certificates, the 2005A Indenture and the 2005B Indenture will be discharged in accordance with the respective provisions thereof and, in connection therewith, the 2005 Hedge Facilities will be terminated by the Corporation in accordance with the respective provisions thereof; and

WHEREAS, to provide for liquidity support with respect to its obligation to purchase the 2008A Certificates pursuant to the terms of the 2008A Indenture, the Corporation will enter into

a 2008A Standby Purchase Agreement (the “2008A Liquidity Facility”), dated as of the date of the 2008A Lease, with Dexia Crédit Local, New York Branch (the “2008 Liquidity Provider”), which 2008A Liquidity Facility will contain certain representations and agreements by the District; and

WHEREAS, to manage the risk of increasing interest rates on the 2008A Certificates, the Corporation will enter into an ISDA Master Agreement and a Schedule, a Confirmation, a Credit Support Annex and a Custodial Agreement with respect thereto dated as of a date on or prior to the date of the 2008A Lease (collectively, the “2008A Hedge Facility”) with JPMorgan Chase Bank, National Association (and, with respect to such Custodial Agreement, with the 2008 Trustee, as custodian), relating to the 2008A Certificates; and

WHEREAS, the Corporation will enter into a 2008A Remarketing Agreement (the “2008A Remarketing Agreement”), dated as of the date of the 2008A Lease, with RBC Capital Markets Corporation (in such capacity, the “2008 Remarketing Agent”) to provide for remarketing services with respect to the 2008A Certificates; and

WHEREAS, the 2008A Lease shall expire on June 30 of any District fiscal year (a “Fiscal Year”) if the District has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the 2008A Lease) scheduled to be paid and all Additional Rentals (as defined in the 2008A Lease) estimated to be payable in the next ensuing Fiscal Year, and in certain other circumstances set forth in the 2008A Lease, and shall not constitute a mandatory charge or requirement against the District in any ensuing budget year unless the District decides to renew the 2008A Lease by appropriating necessary such amounts; and

WHEREAS, the 2008A Certificates shall evidence assignments of proportionate undivided interests in certain payments pursuant to the annually renewable 2008A Lease, shall be payable solely from the sources provided in the 2008A Lease, and shall not be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the District; (d) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, to provide for liquidity support with respect to its obligations to purchase the 2008B Certificates pursuant to the terms of the 2008B Indenture, the Corporation will enter into a 2008B Standby Purchase Agreement (the “2008B Liquidity Facility”), dated as of the date of the 2008B Lease, with the 2008 Liquidity Provider, which 2008B Liquidity Facility will contain certain representations and agreements by the District; and

WHEREAS, to manage the risk of increasing interest rates on the 2008B-1 Certificates, the Corporation will enter into an ISDA Master Agreement and a Schedule, a Confirmation, a Credit Support Annex and a Custodial Agreement with respect thereto dated as of a date on or prior to the date of the 2008B Lease (collectively, the “2008B-1 Hedge Facility”) with Bank of America, N.A. (and, with respect to such Custodial Agreement, with the 2008 Trustee, as custodian) relating to the 2008B-1 Certificates; and

WHEREAS, to manage the risk of increasing interest rates on the 2008B-2 Certificates, the Corporation will enter into an ISDA Master Agreement and a Schedule, a Confirmation, a Credit Support Annex and a Custodial Agreement with respect thereto dated as of a date on or prior to the date of the 2008B Lease (collectively, the “2008B-2 Hedge Facility” and, together with the 2008A Hedge Facility and the 2008B-1 Hedge Facility, the “2008 Hedge Facilities”) with Royal Bank of Canada (and, with respect to such Custodial Agreement, with the 2008 Trustee, as custodian) relating to the 2008B-2 Certificates; and

WHEREAS, the Corporation will enter into a 2008B Remarketing Agreement (the “2008B Remarketing Agreement”), dated as of the date of the 2008B Lease, with the 2008 Remarketing Agent to provide for remarketing services with respect to the 2008B-1 Certificates and the 2008B-2 Certificates; and

WHEREAS, the 2008B Lease shall expire on June 30 of any District fiscal year (a “Fiscal Year”) if the District has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the 2008B Lease) scheduled to be paid and all Additional Rentals (as defined in the 2008B Lease) estimated to be payable in the next ensuing Fiscal Year, and in certain other circumstances set forth in the 2008B Lease, and shall not constitute a mandatory charge or requirement against the District in any ensuing budget year unless the District decides to renew the 2008B Lease by appropriating necessary such amounts; and

WHEREAS, the 2008B Certificates shall evidence assignments of proportionate undivided interests in certain payments pursuant to the annually renewable 2008B Lease, shall be payable solely from the sources provided in the 2008B Lease, and shall not be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the District; (d) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, Financial Security Assurance Inc. (the “2008 Certificate Insurer”) has issued: (a) a commitment to issue a financial guaranty insurance policy insuring the payment when due of the principal of and interest on the 2008A Certificates and the 2008B Certificates (the “2008 Certificate Insurance Commitment”); (b) a commitment to issue reserve fund policies

for deposit in the Reserve Fund created by the 2008A Indenture and the Reserve Fund created by the 2008B Indenture (the “2008 Reserve Fund Policy Commitment”); and (c) a commitment to issue financial guaranty insurance policies guaranteeing certain obligations of the Corporation under each of the 2008 Hedge Facilities (the “2008 Swap Insurance Commitment”); and

WHEREAS, in connection with the execution of the Fifth Supplemental 1997 Indenture, the Corporation will enter into a Second Amendment to Certificate Fund Forward Delivery Agreement (the “Second 1997 Forward Delivery Agreement Amendment”), dated as of the date of the Fifth Supplemental 1997 Indenture, with the 1997 Trustee, the 2008 Trustee and JPMorgan Chase Bank, National Association, for the purpose of amending the Certificate Fund Forward Delivery Agreement dated as of February 12, 2003 by and among the Corporation, the 1997 Trustee, and JPMorgan Chase Bank, National Association, as previously amended by the First Amendment to Certificate Fund Forward Delivery Agreement dated as of March 24, 2005 by and among the Corporation, the 2005 Trustee and JPMorgan Chase Bank, National Association; and

WHEREAS, there will be distributed in connection with the offering of the 2008A Certificates and the 2008B Certificates a Preliminary Official Statement (the “Preliminary Official Statement”) and a final Official Statement (the “Official Statement”); and

WHEREAS, there have been made available to the Board at or before the meeting of the Board at which this Resolution is adopted copies of drafts of the proposed forms of the Sixth 1997 Lease Amendment, the Fifth 1997 Supplemental Indenture, the 2008 Deed, the 2008A Lease, the 2008B Lease, the 2008A Indenture, the 2008B Indenture, the 2008A Liquidity Facility, the 2008B Liquidity Facility, the 2008A Hedge Facility, the 2008B-1 Hedge Facility, the 2008B-2 Hedge Facility, the 2008A Remarketing Agreement, the 2008B Remarketing Agreement, the 2008 Escrow Agreements, the 2008 Certificate Insurance Commitment, the 2008 Reserve Fund Policy Commitment, the 2008 Swap Insurance Commitment and the Second 1997 Forward Delivery Agreement Amendment, and a copy of the Preliminary Official Statement; and

WHEREAS, the Board is desirous of authorizing, approving and directing the execution of the agreements and instruments described above and the transactions evidenced thereby; therefore:

BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO, AS FOLLOWS:

**Section 1.** The Board hereby authorizes the sale and conveyance of the Acquired Property to the Corporation, authorizes the preparation, and the execution and delivery by the President of the Board, of the 2008 Deed conveying title to the Acquired Property to the Corporation in the form of the draft made available to the Board, with such changes therein as are permitted by Section 13 hereof, and authorizes and directs the performance by the District of its obligations thereunder in the form in which it is executed and delivered.

**Section 2.** The Board hereby approves the following documents, authorizes the President of the Board, the Secretary of the Board and other officers and employees of the District to

execute and deliver, and to affix the seal of the District to, such documents in the respective forms made available to the Board at or before the meeting of the Board at which this Resolution is being adopted, with such changes therein as are permitted by Section 13 hereof, and authorizes and directs the performance by the District of its obligations under such documents in the respective forms in which they are executed and delivered:

- (a) the Sixth 1997 Lease Amendment, in the form;
- (b) the 2008A Lease; provided that the date thereof is not later than April 30, 2008 and the Scheduled Lease Term (as defined in the 2008A Lease) thereof does not extend beyond June 15, 2038; and
- (c) the 2008B Lease; provided that the date thereof is not later than April 30, 2008 and the Scheduled Lease Term (as defined in the 2008A Lease) thereof does not extend beyond June 15, 2038.

**Section 3.** The Board hereby approves the following documents, authorizes the President of the Board, the Secretary of the Board and other officers and employees of the District to acknowledge and agree to such documents for the limited purposes set forth therein, in the respective forms made available to the Board at or before the meeting of the Board at which this Resolution is being adopted, with such changes therein as are permitted by Section 13 hereof, and authorizes and directs the performance by the District of its obligations under such documents, for the limited purposes set forth therein, in the respective forms in which they are executed and delivered:

- (a) the 1997 Certificates Escrow Agreement;
- (b) the 2005A Certificates Escrow Agreement;
- (c) the 2005B Certificates Escrow Agreement;
- (d) the 2008A Liquidity Facility; and
- (e) the 2008B Liquidity Facility.

**Section 4.** The Board hereby authorizes and ratifies the execution and delivery by the District's Chief Operating Officer or Chief Financial Officer of, and authorizes the performance by the District of its obligations under, the 2008 Certificate Insurance Commitment, the 2008 Reserve Fund Policy Commitment and the 2008 Swap Insurance Commitment, forms of which have been made available to the Board at or before the meeting of the Board at which this Resolution is being adopted, with such changes therein as are permitted by Section 13 hereof.

**Section 5.** The Board hereby approves and acknowledges the following documents, in the respective forms made available to the Board at or before the meeting of the Board at which this Resolution is being adopted, with such changes therein as are permitted by Section 13 hereof:

- (a) the 2008A Indenture; provided that the maximum principal amount of 2008A Certificates authorized thereby does not exceed \$450,000,000;
- (b) the 2008B Indenture; provided that the maximum principal amount of 2008B-1 Certificates does not exceed \$200,000,000 and the maximum principal amount of 2008B-2 Certificates does not exceed \$100,000,000;
- (c) the Fifth Supplemental 1997 Indenture;
- (d) the Second 1997 Forward Delivery Agreement Amendment;
- (e) the 2008A Hedge Facility; provided that the term thereof does not extend beyond June 15, 2038, the per annum interest rate payable by the Corporation thereunder does not exceed 7% and the notional amount equals the principal amount of 2008A Certificates authorized by the 2008A Indenture;
- (f) the 2008B-1 Hedge Facility; provided that the term thereof does not extend beyond June 15, 2038, the per annum interest rate payable by the Corporation thereunder does not exceed 7% and the notional amount thereof equals the principal amount of 2008B-1 Certificates authorized by the 2008B Indenture;
- (g) the 2008B-2 Hedge Facility; provided that the term thereof does not extend beyond June 15, 2038, the per annum interest rate payable by the Corporation thereunder does not exceed 7% and the notional amount thereof equals the principal amount of 2008B-2 Certificates authorized by the 2008B Indenture;
- (h) the 2008A Remarketing Agreement; provided that the annual fee of the 2008A Remarketing Agent thereunder shall not exceed 10 basis points with respect to the principal amount of the 2008A Certificates;
- (i) the 2008B Remarketing Agreement; provided that the annual fee of the 2008A Remarketing Agent thereunder shall not exceed 10 basis points with respect to the principal amount of the 2008A Certificates; and
- (j) the Second 1997 Forward Delivery Agreement Amendment.

**Section 6.** The Board hereby approves and acknowledges the issuance of the 2008A Certificates pursuant to the 2008A Indenture, provided that the maturity date thereof is not later than June 15, 2038 and the initial per annum interest rate thereon does not exceed 7%, subject to change as set forth in the 2008A Indenture.

**Section 7.** The Board hereby approves and acknowledges the issuance of the 2008B-1 Certificates pursuant to the 2008B Indenture, provided that the maturity date thereof is not later than June 15, 2038 and the initial per annum interest rate thereon does not exceed 7%, subject to change as set forth in the 2008B Indenture.

**Section 8.** The Board hereby approves and acknowledges the issuance of the 2008B-2 Certificates pursuant to the 2008B Indenture, provided that the maturity date thereof is not later

than June 15, 2038 and the initial per annum interest rate thereon does not exceed 7%, subject to change as set forth in the 2008B Indenture.

**Section 9.** The Board hereby: ratifies and approves the preparation, use and distribution of the Preliminary Official Statement in the form made available to the Board; authorizes and approves the preparation of the Official Statement in substantially the form of the Preliminary Official Statement, with such changes therein, not inconsistent herewith, as are approved by the District's Chief Operating Officer; authorizes the distribution and use of the Official Statement in connection with the offering and sale of the 2008A Certificates and the 2008B Certificates; and authorizes the President of the Board to execute the Official Statement.

**Section 10.** The Board hereby acknowledges and consents to the assignment by the Corporation of all the right, title and interest of the Corporation in, to and under the 2008A Lease, and the delegation by the Corporation of all duties of the Corporation under the 2008A Lease, pursuant to the 2008A Indenture. The Board hereby acknowledges and approves the assignment or sale by the Corporation pursuant to the 2008A Indenture of proportionate interests in rights to receive certain payments under the 2008A Lease.

**Section 11.** The Board hereby acknowledges and consents to the assignment by the Corporation of all the right, title and interest of the Corporation in, to and under the 2008B Lease, and the delegation by the Corporation of all duties of the Corporation under the 2008B Lease, pursuant to the 2008B Indenture. The Board hereby acknowledges and approves the assignment or sale by the Corporation pursuant to the 2008B Indenture of proportionate interests in rights to receive certain payments under the 2008B Lease.

**Section 12.** The Board hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the District set forth in the documents described in Sections 2 and 3 above and in the Official Statement.

**Section 13.** Except as limited by any specific parameter provided in Sections 1 through 9 above with respect to a particular document referenced therein, the executed form of each such document may contain changes from the form thereof made available to the Board at or before the meeting of the Board at which this Resolution is being adopted; provided that such executed form contains terms that are not materially more burdensome on and not materially less beneficial to the District than the form thereof made available to the Board at or before the meeting of the Board at which this Resolution is being adopted, as determined by the District's Chief Operating Officer, whose determination, evidenced by his signature on a certificate delivered prior to or contemporaneously with the execution of such document, shall be conclusive.

**Section 14.** No provision of this Resolution, the 2008A Lease, the 2008B Lease, the 2008A Indenture, the 2008B Indenture, the 2008A Certificates, the 2008B-1 Certificates, the 2008B-2 Certificates, the Official Statement or any other document or instrument described herein shall be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article XI, Section 6 or Article X, Section 20 of

**Section 15.** The officers and employees of the District are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Resolution and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of any certificates or other documents necessary in connection with the termination of the 2005 Hedge Facilities and the execution and delivery of such certificates as may reasonably be required by the underwriters of the 2008A Certificates and the 2008B Certificates, relating to, among other matters, the tenure and identity of the officials of the District and the Board, the receipt of the purchase price for the 2008A Certificates and the 2008B Certificates, the absence of litigation, pending or threatened, the sale and issuance of the 2008A Certificates and the 2008B Certificates and the investment of the proceeds of the 2008A Certificates and the 2008B Certificates.

**Section 16.** All action previously taken by the Board and the officers and employees of the District directed toward the transactions described herein or in the documents referred to herein are hereby ratified, approved and confirmed.

**Section 17.** The Board's Resolution No. \_\_\_\_, adopted on April 7, 2008, is hereby repealed and superseded by this Resolution to the extent of inconsistency between such resolution and this Resolution. All other bylaws, orders, resolutions, ordinances and other instruments, or parts thereof, that are in conflict with this Resolution are hereby repealed, but only to the extent of such conflict. This repealer shall not be construed to revive any bylaw, order, resolution, ordinance, or other instrument, or part thereof, heretofore repealed.

**Section 18.** If any section, paragraph, clause or provision of this Resolution or any of the documents referred to herein (other than any provisions as to the payment of Base Rentals and Additional Rentals by the District during the Lease Term of either the 2008A Lease or the 2008B Lease, including the requirement in each that the obligations of the District to pay Base Rentals and Additional Rentals thereunder are conditioned upon the prior appropriation by the District of amounts for such purposes in accordance with the requirements of State law, provisions for the quiet enjoyment of the 2008A Leased Property or the 2008B Leased Property by the District during the Lease Term of the 2008A Lease or the 2008B Lease, respectively, and provisions for the transfer of the 2008A Leased Property or the 2008B Leased Property to the District or its designee) shall for any reason be held to be invalid or unenforceable, the invalidity or

**Section 19.** This Resolution shall be in full force and effect upon its passage and adoption.

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ADOPTED AND APPROVED on the date set forth in the certification attached hereto.

[DISTRICT SEAL]

SCHOOL DISTRICT NO. 1, IN THE CITY AND  
COUNTY OF DENVER AND STATE OF  
COLORADO

\_\_\_\_\_  
President, Board of Education

Attest:

By \_\_\_\_\_  
Secretary, Board of Education

April 17, 2008  
HR-PR

# **REVISED April 17, 2008**

*DENVER PUBLIC SCHOOLS*

*SUPERINTENDENT'S REPORT ON PERSONNEL  
TO THE BOARD OF EDUCATION*

*DEPARTMENT OF HUMAN RESOURCES*

## ***TRANSACTIONS AND REPORTS*** *(including retirements for informational purposes only)*



*April 17, 2008*

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**DENVER PUBLIC SCHOOLS  
INTERDEPARTMENTAL COMMUNICATION**

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**TO:** MEMBERS, BOARD OF EDUCATION  
**FROM:** HUMAN RESOURCES DIRECTORS  
**SUBJECT:** ADDENDUM TO THE APRIL 17, 2008 PERSONNEL TRANSACTION REPORT  
**DATE:** 4/17/2008

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Add the following resignation to the Personnel Transaction Report.

**TEACHERS, CERTIFICATED**

<b>Olga Pillitteri</b>	<b>Teacher, Secondary (Middle) Lake Middle School</b>	<b>05/16/08</b>
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# Board Report

## ADMINISTRATORS

### APPOINTMENT

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
1 WILLIAM P. BAXTER		<i>Senior Officer/Counsel 233</i> EDUCATION	03/01/2008

### CHANGE IN ASSIGNMENT

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
2 THERESA G. HAFNER	<i>Manager, Food Services 233</i> OPERATIONS	<i>Dir, Food Svcs Operations 235</i> OPERATIONS	03/13/2008
3 SHAYNE M. SPALTEN	<i>Senior Officer/Counsel 233</i> EDUCATION	<i>Chief Human Resources Offr 233</i> ADMINISTRATION	03/17/2008
4 DANA S. WILLIAMS	<i>Specialist, Instructional 198</i> EDUCATION	<i>Principal, Elementary 205</i> UNIVERSITY PARK ELEMENTARY	07/01/2008

### LEAVE OF ABSENCE - UNPAID

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
5 MELANIE H. BYERS	<i>Principal, Elementary 205</i> FAIRMONT ELEMENTARY		05/21/2009 06/12/2009

### RESIGNATION

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
6 ANTHONY D. TAYLOR	<i>Principal, Middle School 221</i> MARTIN LUTHER KING JR MIDDLE		03/31/2008

## PSYCHOLOGISTS & SOCIAL WORKERS

### APPOINTMENT

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
7 LUCINDA A. BOWERS		<i>Social Worker 182</i> EDUCATION	03/14/2008

### RESIGNATION

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
8 ALAINA L. HAUB NEALE	<i>Psychologist 182</i> EDUCATION		08/31/2008
9 ERIKA W. JOYE	<i>Psychologist 182</i> EDUCATION		08/31/2008

## PSYCHOLOGISTS & SOCIAL WORKERS

### **RESIGNATION**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
10 DONNA RAIT	<i>Psychologist 182</i> EDUCATION		08/31/2008

## TEACHERS, CERTIFICATED

### **APPOINTMENT**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
11 ADRIAN WILLETT		<i>Teacher Secondary (Middle) 182</i> BRUCE RANDOLPH MIDDLE	01/08/2008
12 JACQUELIN DUKE		<i>Teacher, Secondary (High) 182</i> JOHN F KENNEDY HIGH	01/07/2008
13 MARK R. MCVAY		<i>Teacher, Secondary (High) 182</i> EDUCATION	02/02/2008
14 JAN ST JOHN		<i>Teacher, Elementary 182</i> CENTENNIAL ELEMENTARY	02/21/2008
15 LYNETTE STRAUB		<i>Teacher, Elementary 182</i> OAKLAND ELEMENTARY	03/01/2008

### **LEAVE OF ABSENCE - UNPAID**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
16 CHRISTA J. CARLSON	<i>Teacher, Elementary 182</i> MUNROE ELEMENTARY		08/15/2008 08/14/2009
Extension Of Leave			
17 MOLLY K. CHAMBERS	<i>Teacher, Elementary 182</i> BRADLEY ELEMENTARY		09/11/2008 08/14/2009
18 TRACY L. HARTIN	<i>Teacher, Elementary 182</i> CENTENNIAL ELEMENTARY		08/28/2008 11/07/2008
19 JOHN P. HICKEY	<i>Teacher, Secondary (High) 182</i> WEST HIGH		02/22/2008 03/21/2008
Extension Of Leave			
20 REBECCA M. HOPECK	<i>Teacher, Elementary 182</i> PARK HILL ELEMENTARY		08/21/2008 08/14/2009
21 STEPHANIE G. KLESS	<i>Teacher, Elementary 182</i> COLUMBINE ELEMENTARY		08/28/2008 08/14/2009

## TEACHERS, CERTIFICATED

### **LEAVE OF ABSENCE - UNPAID**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
22 HELEN M. MARTINEZ	<i>Teacher, Elementary 182 FAIRMONT ELEMENTARY</i>		08/15/2008 08/14/2009
Extension Of Leave			
23 TANIA K. MOORE	<i>Teacher, Secondary (High) 182 EAST HIGH</i>		09/08/2008 08/14/2009
24 JENNIFER M. PANGBORN	<i>Teacher, Elementary 182 GREEN VALLEY ELEMENTARY</i>		08/15/2008 08/14/2009
Extension Of Leave			
25 VERONICA PAZ PEREA	<i>Teacher, Elementary 182 COWELL ELEMENTARY</i>		03/18/2008 08/14/2008
26 GRETCHEN H. RECH	<i>Teacher, Elementary 182 BROWN ELEMENTARY</i>		03/31/2008 05/09/2008
27 CHYRIL D. TAYLOR	<i>School Counselor, High Sch 182 EAST HIGH</i>		08/15/2008 08/14/2009
Extension Of Leave			
28 STACEY VIGIL	<i>Teacher, Elementary 182 HALLETT ELEMENTARY</i>		03/31/2008 08/15/2008

### **REAPPOINTMENT**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
29 MARGARET R. SWEENEY		<i>Teacher, Secondary (High) 182 EDUCATION</i>	03/06/2008

### **RESIGNATION**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
30 CHRISTINE F. ALBERT	<i>Teacher, Elementary 182 CENTENNIAL ELEMENTARY</i>		08/31/2008
31 DAVID E. BAIRD	<i>Teacher, Elementary 182 FORD ELEMENTARY</i>		08/31/2008
32 KARI I. CAMPBELL	<i>Teacher, Elementary 182 CENTENNIAL ELEMENTARY</i>		02/05/2008
33 AMANDA R. CHMIEL	<i>Teacher, Elementary 182 LINCOLN ELEMENTARY</i>		03/25/2008
34 CHRISTINE E. DUNNING	<i>Teacher, Elementary 182 CENTENNIAL ELEMENTARY</i>		02/06/2008

## TEACHERS, CERTIFICATED

### RESIGNATION

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
35 CHRISTMAS GAINSBROUGH	<i>Teacher, Elementary 182</i> REMINGTON ELEMENTARY		05/30/2008
36 JONATHAN M. GEFFEN	<i>Teacher, Elementary 182</i> CASTRO ELEMENTARY		08/31/2008
37 MARCUS GIRON	<i>Teacher Secondary (Middle) 182</i> MOREY MIDDLE		03/31/2008
38 ANGELA M. GONZALES	<i>Teacher, Elementary 182</i> FORD ELEMENTARY		08/31/2008
39 KRISTEN L. HEERES	<i>Teacher, Elementary 182</i> REMINGTON ELEMENTARY		08/31/2008
40 SALLY M. HUDDLE	<i>Teacher, Elementary 182</i> CHELTENHAM ELEMENTARY		08/31/2008
41 I.I.	<i>Teacher, Elementary 182</i> DOULL ELEMENTARY		04/01/2008
Initials per Request			
42 VALERI N. KERSHAW	<i>Teacher, Secondary (High) 182</i> BRUCE RANDOLPH MIDDLE		08/31/2008
43 RACHEL M. KOLDENHOVEN	<i>Teacher, Secondary (High) 182</i> MONTBELLO HIGH		05/29/2008
44 AMITY R. LEARY	<i>Teacher, Spec Ed Center Prg 182</i> WEST HIGH		08/31/2008
45 OLGA PILLITTERI	<i>Teacher Secondary (Middle) 182</i> LAKE MIDDLE		05/16/2008
46 RACHAEL PINICK	<i>Teacher, Elementary 182</i> VALDEZ ELEMENTARY		08/31/2008
47 MARIE T. RAY	<i>Teacher, Elementary 182</i> WYMAN ELEMENTARY		04/01/2008
48 GAMALIEL RODRIGUEZ	<i>Literacy Coach, Elem Sch 182</i> BRYANT-WEBSTER ELEMENTARY		03/28/2008

## TEACHERS, CERTIFICATED

### **RESIGNATION**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
49 MADELINE SHEA	<i>Teacher, Elementary 182</i> SANDOVAL ELEMENTARY		08/31/2008
50 CARRIE E. SHEN	<i>Teacher, Elementary 182</i> EDISON ELEMENTARY		08/31/2008
51 SEAN M. SILVERS	<i>Teacher, Secondary (High) 182</i> MONTBELLO HIGH		08/31/2008
52 KATHRYN M. SMERUD	<i>Teacher, Elementary 182</i> BARRETT ELEMENTARY		08/31/2008
53 AMI L. WANGELINE	<i>Teacher, Secondary (High) 182</i> GEORGE WASHINGTON HIGH		08/31/2008

### **RETIREMENT**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
54 LYNN M. SPAMPINATO	<i>Teacher, Secondary (High) 182</i> MANUAL HIGH		04/04/2008
55 NANCY S. WILLIAMS	<i>Teacher, Elementary 182</i> CARSON ELEMENTARY		04/01/2008

### **RETURN FROM LEAVE**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
56 SARAH A. BERNAUER		<i>Teacher, Elementary 182</i> BROWN ELEMENTARY	03/14/2008
57 DAVID KERSTEN		<i>Teacher, Elementary 182</i> GREENLEE ELEMENTARY	02/15/2008
58 HILLARY A. NIEBAUER		<i>Teacher Secondary (Middle) 182</i> HILL MIDDLE	03/31/2008
59 JULIE E. WEATHERS		<i>Teacher, Elementary 182</i> BROWN ELEMENTARY	03/17/2008

### **TERMINATED BY DPS**

	<b>FROM Title/Location</b>	<b>TO Title/Location</b>	<b>Effect Date - End Date</b>
60 CRYSTAL S. JOHNSON	<i>Teacher, Secondary (High) 182</i> MONTBELLO HIGH		04/02/2008

DENVER PUBLIC SCHOOLS  
Interdepartmental Communication

To: Michael Bennet, Superintendent

Through: John Kechriotis, General Counsel

From: Irma Anthony, Student Services

Date: March 17, 2008

Subject: Appointment of a DPS Employees, Pam Benik and Sarah Friend, to Prosecute Truancy Proceedings

Currently, one of the attorneys in Denver Public Schools' General Office represents the school district at truancy proceedings in Denver's Juvenile Court. On March 22, 2007, the governor signed a bill into law that representation in truancy hearings does not constitute the practice of law. Furthermore, the new law allows a school district board of education, by resolution, to authorize either the attorney for the school district, or one or more of its employees to represent the school district in truancy proceedings pursuant to section 13-1-127 (7), C.R.S.

The intended purpose in changing the law was threefold: First, to provide school districts with another alternative to have representation in truancy proceedings. Second, allowing the local board of education to designate an employee rather than attorney may help reduce the cost of initiate truancy proceedings. Finally, allowing school district employees to pursue truancy proceedings may expedite enforcement of the compulsory student attendance law as requested by the school district's attendance officer(s).

It is the recommendation of this department that the Board of Education approve the appointment of Pam Benik and Sarah Friend to represent the School District in Truancy Proceeding as stated in the following motion.

**SUGGESTED MOTION**

I MOVE THE BOARD OF EDUCATION APPROVE A RESOLUTION ALLOWING PAM BENIK AND SARAH FRIEND AS EMPLOYEES OF THE SCHOOL DISTRICT TO REPRESENT THE SCHOOL DISTRICT IN ITS TRUANCY PROCEEDINGS IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF COLORADO.

BOARD OF EDUCATION MEETING  
APRIL 17, 2008  
CHIEF ACADEMIC OFFICER –KUNSMILLER CREATIVE ARTS ACADEMY

I hereby move that the Board of Education approve the Grade Configuration at Kunsmiller Creative Arts Academy as follows:

Kunsmiller Creative Arts Academy will open for the school year 2009-2010 as a K-7 school and then phase into a K-12 school in a manner to be determined by administration in its planning year (2008-2009 school year).

**SCHOOL DISTRICT NO.1 IN THE CITY AND COUNTY OF DENVER  
STATE OF COLORADO.**

**RESOLUTION \_\_\_\_\_**

WHEREAS, on December 1, 2004, **Denver Arts and Technology Academy** Charter School submitted an application to renew its charter contract pursuant to C.R.S. 22-30.5-110; and

WHEREAS, on January 27, 2005, staff presented the *Denver Arts and Technology Academy Charter School Renewal Application: Staff Analysis and Recommendation*; and

WHEREAS, on February 17, 2005, the Board of Education (Board) determined that the charter contract for Denver Arts and Technology Academy Charter School should be renewed for a three-year term, subject to satisfactory contract negotiations to include, but not limited to the following:

1. The development of a satisfactory restructuring plan incorporated in the Charter School contract including corrective actions that are consistent with the No Child Left Behind Act of 2001, Title I, Part A, Sec. 1116 (b) (7-8);
2. Strict compliance with the auditors' recommendations and regular reporting of such compliance to the District; and
3. Other contract revisions, as necessary, to comply with statutory amendments enacted since approval of the original charter contract.

WHEREAS, the Board of Education also directed staff to report on the school's implementation of the restructuring plan and increased student achievement in October of 2005 and thereafter as requested.

WHEREAS, Denver Arts and Technology Academy Charter School and the District successfully negotiated and executed a three-year charter renewal contract in accordance with the above conditions; and

WHEREAS, in fall of 2005, Denver Arts and Technology Academy Charter School submitted an update on the implementation of its restructuring plan and student achievement; and

WHEREAS, in the spring of 2006, the staff prepared and submitted an update on the school's implementation of its restructuring plan and student achievement to the Board; and

WHEREAS, on December 1, 2006, Denver Arts and Technology Academy Charter School submitted an update on the implementation of its restructuring plan; and

WHEREAS, on February 1, 2007, staff presented the *Denver Arts and Technology Academy Charter School: Charter Renewal Recommendation* report to the Board recommending that the school be placed on probationary status while it continued to implement its restructuring plan for the remainder of its term; and

WHEREAS, the Board, upon consideration of the school's update on the implementation of its restructuring plan, the District School Improvement and Accountability Report and the District staff report, determined that the school should be placed on probationary status for the remainder of the 2006-2007 school year and the 2007-2008 school year;

WHEREAS, the terms of the school's probationary status required the school to:

1. Demonstrate significant improvement on the student performance measures identified in the *District and School Performance Framework*;
2. Demonstrate significant improvement on the financial performance and reporting measures identified in the *District and School Performance Framework*; and
3. Revise its restructuring plan to ensure that the school will meet all terms of this resolution and charter contract.

WHEREAS, on November 30, 2007, the Denver Arts and Technology Academy Charter School submitted an application to renew its charter contract pursuant to C.R.S. 22-30.5-110;

WHEREAS, on February 19, 2008, staff presented the *Denver Arts and Technology Academy: Charter Renewal Recommendation Report* recommending that the Board renew this school for a two year probationary term;

WHEREAS, on February 19, 2008 the Board received the District School Improvement and Accountability Council's report;

WHEREAS, on February 21, 2008 the Board considered the Charter School application, the District School and Improvement Council's report, and the staff report and decided to non-renew Denver Arts and Technology Academy Charter School by a vote of 4 to 3;

WHEREAS, on or about March 18, 2008 Denver Public Schools and Denver Arts and Technology Academy Charter School agreed to enter facilitation pursuant to C.R.S. 22-30.5-108(3.5);

WHEREAS, on April 11, 2008 Denver Public Schools and Denver Arts and Technology Academy Charter School came to agreement through facilitation; and

WHEREAS, this agreement subjects Denver Arts and Technology Academy Charter School to operational, managerial, and performance requirements in addition to already existing requirements.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Education accepts the agreement resulting from facilitation between Denver Public Schools and Denver Arts and Technology Academy Charter School.
2. The Board of Education determines that the charter contract for Denver Arts and Technology Academy Charter School shall be renewed for a two year probationary term.
4. Probationary status shall require the school to:
  - a. Demonstrate significant progress towards meeting or exceeding the student performance measures identified in the *District and School Performance Framework*; and
  - b. Report to the Board as requested on the school's progress towards meeting the student performance measures identified in the *District and School Performance Framework*; and
  - c. Report to DPS Staff as requested on the school's progress towards meeting the goals and measures identified in the facilitation agreement.
5. The Board of Education further determines that the charter contract for the Denver Arts and Technology Academy Charter School is subject to satisfactory contract negotiations to include, but not limited to, the following:
  - a. Staff responses in the report to requested changes to the Denver Arts and Technology Academy Charter School contract with the District; and
  - b. Other contract revisions, as necessary, to comply with statutory amendments enacted since approval of the original contract.

6. The charter contract shall be subject to approval by the Board of Education.
7. A copy of this resolution shall promptly be provided to the applicant. The Foregoing Resolution was duly moved, seconded and adopted this \_\_\_<sup>th</sup> day of April, 2008 by the affirmative vote of a majority of the members of the Board of Education.

Dated: April \_\_\_\_, 2008

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Denver Public Schools (DPS) and Denver Arts and Technology Academy (DATA), this \_\_\_ day of April, 2008.

### Recitals

WHEREAS, DATA is a charter school authorized by DPS;

WHEREAS, on or about February 22, 2008, the DPS Board of Education (Board of Education) voted not to renew DATA's charter school contract;

WHEREAS, on or about March 18, 2008, DPS and DATA agreed to enter facilitation pursuant to C.R.S. §22-30.5-108(3.5) and the *Colorado State Board of Education 2005 Revised Administrative Policy on Charter Schools*, ¶ C; and

WHEREAS, DPS and DATA have reached agreement, through facilitation, on certain terms under which DATA will have its charter contract renewed, subject to successful negotiation and adoption of a full charter contract.

NOW, therefore, in consideration of the above recitals and all agreements made below, the parties enter into the following:

### AGREEMENT

1. **MOU To Be Incorporated in Charter Contract.** This MOU and the renewal of the DATA charter pursuant to this MOU are expressly conditioned upon the Board of Education's subsequent approval of a charter contract. Further, any charter school contract entered pursuant to this MOU and the renewal of the DATA charter in 2008 shall incorporate this MOU by reference. All terms of this MOU shall be fully enforceable as a part of the charter contract and violation of any term of the MOU may be treated by the District as a material breach of the charter contract, with any or all of the resulting consequences or remedies provided by that contract, including, but not limited to, notice of breach, withholding of funds, nonrenewal or revocation of the charter, or dispute resolution, and subject to opportunity to cure, if applicable, and right of appeal, if applicable, all as provided in more detail in the charter contract. DATA expressly recognizes that the requirements of this MOU are additional to the ordinary requirements of a charter contract and are imposed as a condition of its continued operation. Termination of the charter school contract for violation of the MOU shall result in the closure of the school upon the completion of the academic year in which termination occurs.

2. **DATA Board Size and Vacancies.** The DATA Board (Board) is required to fill any current vacancy on the Board by June 1, 2008 and to fill any future vacancy within 60 days of its occurrence. The Board is further required to expand its membership to no fewer than seven members and to fill the new positions by July 15, 2008. The Board shall identify and recruit prospective Board members so as to have Board members with relevant forms of experience and expertise (for example: educational expertise; financial or business expertise; prior charter or non-profit board service; and legal expertise) while also assuring that parents of students attending DATA are reasonably represented on the Board. In identifying and recruiting potential members, the Board shall consider nationally-recognized best practices for charter school board appointments. The Board shall have prospective board members complete the attached *Charter School Board Member Information and Disclosure Statement* prior to appointment, and shall forward a copy of

the Disclosure Statement to Denver Public Schools (DPS) Office of New Schools immediately following such appointment.

3. **DATA Board Disclosures.** The Board will require each current Board member to complete a Charter School Board Member Information and Disclosure Statement and submit the same to the DPS New School Office no later than June 1, 2008. Future Board members shall be required to submit the same within 15 days of appointment.

4. **DATA Board Training.** All members of the Board are required together to complete a training conducted by the Colorado League of Charter Schools by August 15, 2008. All related fees will be the responsibility of DATA.

5. **Guidelines for EMO Relations and Evaluation.** The Board has, through this agreement, adopted the National Alliance for Public Charter Schools publication, *Charting a Clear Course: A Resource Guide for Building Successful Partnerships between Charter Schools and School Management Organizations* (2<sup>nd</sup> ed. October, 2005) (*Charting a Clear Course*), and the National Association of Charter School Authorizers publication, *Resource Toolkit for Working with Education Service Providers* (July, 2005) (*Resource Toolkit*) as its official handbooks identifying guidelines, suggestions, and processes for both evaluating and managing its relationship with its Educational Management Organization (EMO).

6. **EMO Contract Evaluation.** No later than June 1, 2008, the Board shall prepare and submit to the DPS Office of New Schools an initial internal review and analysis of its contractual relationship with its EMO. The Board shall use principles and exemplars from *Charting a Clear Course* and the *Resource Toolkit*, to determine the precise form and content of this review, but shall prepare and submit a report of approximately 10 pages in length, identifying perceived strengths and weaknesses of the current contract documents and relationships and potential options for improvement. Thereafter, the Board shall consult with the governing boards of other charter schools in the Denver metropolitan area and in other cities and states, including schools managed by the current EMO, schools managed by other EMOs, self-managed schools, and schools that have chosen self-management after discontinuing an EMO contract, and prepare a final review and analysis of its contractual relationship with the EMO, including areas of the contract, if any, identified for change or improvement, no later than November 1, 2008.

7. **EMO Performance Evaluation.** The Board is required to conduct a comprehensive evaluation of EMO performance biannually for so long as it contracts with any EMO. In conducting this evaluation,

- The Board shall use the *Education Service Provider Quality and Performance Assessment Tool (Assessment Tool)*, published by Denver Public Schools, provided that the Board may, with the approval of the DPS Office of New Schools, make such additions or alterations to the *Assessment Tool* as will best enable it to accurately and fairly evaluate the EMO.
- By November 1, 2008; April 1, 2009, and November 1 and April 1 of each succeeding school year, using the *Assessment Tool* described above, the Board shall conduct a comprehensive evaluation of its current EMO's performance and services. The initial evaluation shall include consideration of the EMO's performance since the school's opening and its current performance. Evaluations thereafter shall be based upon the then-current evaluation period.
- Should the EMO's performance, as rated by the Board, not meet appropriate expectations (as defined in the evaluation instrument) in any domain, the Board shall direct the EMO to develop, have approved by the Board, and implement an improvement plan. Should performance of the EMO not meet appropriate expectations in the same domain in two consecutive evaluations, the

Board shall take appropriate remedial steps and submit a statement to the DPS Office of New Schools identifying the remedy and explaining why that remedy was in the best interests of DATA, its students and stakeholders, and reasonably calculated to improve performance. Remedial steps may be agreed with the EMO or imposed by the Board and may include, but are not limited to, receiving an agreed credit against charges otherwise due the EMO; placing one or more positions of responsibility in the affected domain under more direct Board control, through Board employees or contractors; discontinuing one or more services provided by the EMO; or discontinuing, at the conclusion of a school and fiscal year, all services of the EMO.

- The Board shall base its decision as to future management in any one or all domains on informed consideration of a) the current EMO's performance and offerings; b) other EMO possibilities discovered through the above described due diligence research and consultation with other Charter Schools; and c) the option of self management.

8. **Future EMO Contracts.** If the Board, following the first two evaluations required under paragraph 5, chooses to continue contracting with its current EMO or to contract with another EMO, the Board is required to execute a new management contract with the EMO that is consistent with the guidance given in *Charting a Clear Course* and the *Resource Toolkit* and is approved by the DPS Office of New Schools and to continue the assessment process otherwise described in paragraph 5, above.

9. **Current Leadership Continuity.** By June 1, 2008, DATA shall confirm to the New Schools Office of DPS, with appropriate documentation, that a multiyear employment contract, for a term of no less than three years, has been executed for the current Chief Academic Officer, Dr. Ray Griffin.

10. **Plan for Staff Continuity.** By June 1, 2008, the Board is required to (1) conduct a initial review of the school's leadership and staff capacity, (2) develop an initial plan for maintaining leadership and staff continuity at the school, and (3) develop a process for surveying and assessing school leadership and staff satisfaction. The initial plan for maintaining leadership and staff continuity shall take into account both financial and nonfinancial factors affecting continuity of service and shall be submitted to the DPS Office of New Schools no later than June 15, 2008. After having an opportunity to consult with the DPS Office of New Schools concerning its initial plan, the Board shall develop a comprehensive plan for school leadership and staff continuity. In developing its continuity plan, the Board is required to consult with the governing boards of other Charter Schools in the Denver Metropolitan area and in other cities and states, including schools managed by the current EMO, schools managed by other EMOs, and schools that have chosen self management after working with an EMO.

11. **Salary Survey and Goals.** Prior to the commencement of the 2008-09 academic year, the Board is required to survey comparable salaries for school leaders and staff, using multiple appropriate comparators (traditional public schools, charter schools, private schools, etc.) and identify the elements and reasonable levels of a competitive compensation package for all school leadership and staff. In conducting this survey, the Board shall take into account variations in compensation accorded for: experience; advanced degrees or multiple certifications; financial incentives offered to employees who remain employed at the school for a given term; pay for performance; and any other relevant factors. For the 2008-09 academic year the Board shall take appropriate steps to assure that all employees who work full time at DATA delivering the educational program have appropriate salaries. The agreed goal for DATA is for staff salaries to be highly competitive *except* to the extent that (1) the Board is subject to fiscal constraints due to other budgetary requirements and the legal and charter contract requirement of a balanced budget; (2) the Board is subject to educational constraints due to the need to retain appropriate staff to offer courses

that are necessary or appropriate to comply with the charter contract and this MOU; or (3) the Board budgets and expends funds on initiatives that do not increase compensation but are reasonably calculated to improve staff retention.

12. **Teacher Advisory Council.** Within the first month of each academic year, the Board shall form a Teacher Advisory Council (TAC) of no less than three members to be selected by a secret vote of the full faculty employed at the school. The Board is required to notify the TAC and give the TAC an opportunity to comment before adopting any major Board action affecting all staff (including, but not limited to, initial adoption of the annual budget; adoption or modification of any salary schedule, matrix or similar document prescribing salary; and adoption of any employee or teacher handbook).

13. **Marketing Standard.** The Board is required to review all marketing and recruitment materials before being issued by the school and is required by November 1 of each academic year to certify in writing to the DPS Office of New Schools that all programmatic offerings described in the school's marketing and recruitment materials are being provided and will be provided for the remainder of the school year. Certification shall be provided for each advertised programmatic offering.

14. **No Third Party Beneficiaries.** The above provisions are adopted for the benefit of DPS and DATA, and do not create any third-party rights. Specifically, the form of EMO evaluation adopted, evaluations performed or not performed, and results of such evaluations create no enforceable rights in an EMO and in no way derogate from the duty of DATA under Article X , Section 20(4)(b) of the Colorado Constitution to not enter into multi-year fiscal obligations not fully funded in a current budget and its corresponding right, in the full discretion of the DATA Board, to non-appropriate funds in any budget year for support of any otherwise-ongoing obligation. Similarly, the salary survey to be conducted creates no rights in any individual employee or employees that any particular salary or salary structure be adopted by the Board.

15. **Charter Contract Revision.** DPS acknowledges that its previous form of charter contract with DATA includes certain elements that unduly prescribe the DATA relationship with a particular EMO, inconsistently with the intent and purpose of this MOU. Accordingly, the parties agree to negotiate in good faith to adopt in the charter contract descriptions of its program and other requirements that are consistent with the DATA Board exercising the independent oversight and maintaining the options of continuing or not continuing particular services with its existing or any future EMO.

16. **Miscellaneous.**

- **Applicable Law.** This MOU will be interpreted according to the law of Colorado, excepting statutes, if any, inapplicable to charter schools or waived.
- **Waiver.** The waiver by either party of a breach of any provision of this MOU will not operate as or be construed as a waiver of any subsequent breach.
- **Separability.** If, for any reason, any portion of this MOU is held by a court or other tribunal to be invalid or unenforceable, this will not affect any other portion of the MOU.
- **Titles.** Titles to sections and subsections are given for convenience and to indicate the general topic covered, and do not modify the terms stated in such sections and agreed to in this MOU.

Agreed to this \_\_\_ day of April, 2008, by:

Denver Arts & Technology Academy Charter School

By: \_\_\_\_\_  
Board Chairman

Denver Public Schools Board of Education

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

**MOTION**

I move that the Board of Education approve Policy GCID-R Procedures for Travel. The purpose of Board of Education Policy GCID-R Procedures for Travel with respect to Professional Staff Training, Workshops, and Conferences is to provide for the fair and equitable treatment of all persons involved in the District and to maximize the District's Travel policies for the orderly and efficient administration thereof; to provide safeguards for maintaining a system of quality and integrity.

**DENVER PUBLIC SCHOOLS**  
**Interdepartmental Communication**

**To:** Board of Education  
**From:** Michael Thomas, Director of Purchasing  
**Date:** April 4, 2008  
**Subject:** Revision to district-wide travel policies

**Summary-**

This request is to seek approval to revise Denver Public Schools travel policies. The purpose of these revisions are highlighted as follows-

- To advise all travelers' that a 'short leave of absence form' is required prior to the business trip, with management approval.
- To allow for the use of the District's Visa purchasing card to reserve and pay for airline tickets and to book hotels for travel and conferences. (Note: A district sponsored travel agent will also be available for travelers' usage).
- This revised policy also references that travel will be to the IRS approved rates are to be followed for daily travel rates.
- A travel advance re-payment agreement must be signed as part of the short term leave of absence form.
- A travel expense report must be submitted within 15 days of the completion of the trip. This form shall have the approval of the employees Principal or direct supervisor. This form shall be submitted to accounts payable.
- These revised policies will eliminate the required quarterly Board of Education report of travel, as these records reside within the accounts payable department and are subject to review.

These changes will improve efficiency to the process, and provide for effective controls and will enable the district to increase its purchasing card spend, of which rebates from the District's banking partner, UMB are provided to the District on a yearly basis.

Board of Education approval is requested on these revisions.

## **Policy GCID-R- PROCEDURES FOR PROFESSIONAL STAFF TRAINING, WORKSHOPS AND CONFERENCES**

~~1. Complete a Request for Short Leave of Absence (DPS Stock #01-40015 - Certificated Staff or DPS Stock #01-40016 Classified Staff). If the request is for an authorized absence only and no expenses will be requested, fill out Sections A and E only. If you will be requesting expenses for in-state or out-of-state travel, including registration fees, complete Sections A through E.~~

ALL TRAVEL REQUIRES A COMPLETED REQUEST FOR SHORT LEAVE OF ABSENCE FORM.

~~2. Obtain approval from your principal or direct supervisor. If in-state travel with expenses, proceed to #4. If out-of-state travel, proceed to #3.~~

OBTAIN SIGNATURE APPROVAL ON THE REQUEST FOR SHORT LEAVE OF ABSENCE FORM FROM YOUR PRINCIPAL OR DIRECT SUPERVISOR FOR ALL TRAVEL - NO EXCEPTIONS. THE APPROVED FORM SHOULD BE FORWARDED TO THE ACCOUNTS PAYABLE DEPARTMENT.

~~3. Forward to the appropriate Executive Director/Assistant Superintendent/ Associate Superintendent/Chief Operating Officer/Superintendent.~~

~~4. If travel expenses are being requested the final authorizing signator should forward the signed Request for Short Leave of Absence to the Travel Technician, Accounts Payable, 900 Grant Street, Room 302. The Travel Technician will date and record the receipt of the Request for Short Leave of Absence.~~

~~**5. TRAVEL ADVANCE REQUESTS (Section D of the Short Leave of Absence Form) MUST BE RECEIVED BY THE 10TH OF THE MONTH PRECEDING THE MONTH OF TRAVEL.** (For~~

~~example, before September 10th for travel taking place in October.) A travel expense report will be provided by the Travel Technician to be completed following completion of the trip for the purpose of reconciling the advance to actual expenses incurred.~~

~~6. Travel Requests received after the tenth of the month will be approved for prepaid airfare only through the district's authorized travel agent(s). Reimbursement for other expenses (per diem, lodging, etc.) will be made upon processing of the travel expense report provided by the Travel Technician following completion of the trip.~~

~~7. Purchase of Airline Tickets—An employee may purchase airline tickets directly and be reimbursed upon completion of the approved travel or may have tickets billed to the district through the district's authorized travel agent(s). If the district's authorized travel agent(s) are used, the Travel Technician must verify the validity of the reservation with the agent(s) before tickets will be issued. Travelers should purchase low cost airline tickets. It should be noted, however, that if nonrefundable tickets are purchased and a trip must be cancelled, the budget for the originating school or department will still be charged.~~

SCHOOL/DEPARTMENT'S VISA CARD CAN BE USED TO RESERVE AND PAY FOR AIRLINE TICKETS AND HOTEL ROOMS. THESE CHARGES CAN ALSO BE PAID BY THE EMPLOYEE AND REIMBURSED THROUGH THE TRAVEL EXPENSE REPORT. AIRLINE TICKETS MAY BE BILLED TO THE DISTRICT THROUGH THE DISTRICT'S AUTHORIZED TRAVEL AGENCY. IF THE AUTHORIZED TRAVEL AGENT IS USED, THE ACCOUNTS PAYABLE DEPARTMENT WILL GIVE APPROVAL FOR THE PURCHASE USING THE APPROVED REQUEST FOR SHORT LEAVE OF ABSENCE FORM.

8. Registration Fees - Will be handled through the Advanced Payment process. If requests are not received in time to qualify for advance payment, registration fees will be reimbursed

following completion of the trip.

~~9. Travel Cancellation—If travel must be canceled after advanced payments have been received by the employee, the Travel Technician should be contacted immediately in writing. Non recoverable charges will be assessed the budget of the originating school or department.~~

IF A TRIP IS CANCELED, ACCOUNTS PAYABLE MUST BE NOTIFIED BY EMAIL AS SOON AS POSSIBLE.

~~10. Meal Allowance (per diem)—Limited to the established per diem rate.~~

TRAVEL EXPENSE REPORT MEAL ALLOWANCE (PER DIEM) CAN BE LOCATED ON THE PENTAGON MILITARY PER DIEM WEBSITE [HTTP://PERDIEM.HQDA.PENTAGON.MIL/PERDIEM/](http://perdiem.hqda.pentagon.mil/perdiem/)

~~11. Use of Personal Vehicles—If a personal vehicle is to be used (proof of insurance must be provided), the rate of reimbursement will be the current Board of Education approved rate, times the number of documented miles (round trip from home to conference location/hotel to conference site). Costs for garaging the vehicle will also be reimbursed. Note: when using a personal vehicle the maximum reimbursement will be limited to the cost of round trip coach airfare to the destination and preapproval must be received from the Travel Technician.~~

THE RATE OF EXPENSE REPORT REIMBURSEMENT FOR THE USE OF A PERSONAL VEHICLE WILL BE THE CURRENT IRS APPROVED RATE, TIMES THE NUMBER OF DOCUMENTED MILES (ROUND TRIP FROM HOME TO CONFERENCE LOCATION/HOTEL TO CONFERENCE SITE, ETC.) COSTS FOR PARKING THE VEHICLE WILL ALSO BE REIMBURSED. NOTE: WHEN USING A PERSONAL VEHICLE THE MAXIMUM REIMBURSEMENT WILL BE LIMITED TO THE COST OF A ROUND TRIP COACH FARE TO THE DESTINATION.

12. TRAVEL EXPENSE REPORT GROUND TRANSPORTATION REIMBURSEMENT INCLUDES CAR RENTAL, TAXI, SHUTTLE AND PARKING.

~~12. Travel Expenses within the Denver Metropolitan Area— Registration fees and parking fees are reimbursable expenses. The Travel Technician will provide a Travel Expense Report on receipt of approved Short Leave of Absence Card.~~

13. FOR TRAVEL EXPENSES WITHIN COLORADO AND NOT INVOLVING AN OVERNIGHT STAY, ONLY REGISTRATION FEES, PARKING FEES AND MILEAGE ARE REIMBURSABLE EXPENSES. A TRAVEL EXPENSE REPORT NEEDS TO BE SUBMITTED IN ORDER TO BE REIMBURSED.

~~13. Travel Advances can be picked up from the Treasurer's Office **SEVEN DAYS PRIOR TO THE DATE OF THE TRIP**, 900 Grant Street, Room 407, between 1:00—3:00 p.m., Wednesday or Friday, and between 9:00 a.m. and 2:30 p.m., on Monday, Tuesday, or Thursday. The Treasurer's Office will forward the signed agreements to the Travel Technician.~~

~~14. A Travel Advance Repayment Agreement must be signed upon receipt of the travel advance from the Treasurer's Office, which will allow the district to deduct from your payroll check the full amount of the advance issued if the advance is not "fully" reconciled on the Travel Expense Report within 15 days following the approved travel.~~

14. A TRAVEL ADVANCE REPAYMENT AGREEMENT MUST BE SIGNED AS PART OF YOUR REQUEST FOR SHORT LEAVE OF ABSENCE FORM.

~~**15. COMPLETED AND SIGNED TRAVEL EXPENSE REPORT MUST BE SUBMITTED TO THE TRAVEL TECHNICIAN, ACCOUNTS PAYABLE, 900 GRANT STREET, ROOM 302.**~~

15. A TRAVEL EXPENSE REPORT MUST BE TURNED IN WITHIN 15 DAYS OF THE COMPLETION OF THE TRIP. THE FORM MUST BE SIGNED BY THE PRINCIPAL/DIRECT SUPERVISOR AND THE

EMPLOYEE. THE COMPLETED AND SIGNED TRAVEL EXPENSE REPORT MUST BE SUBMITTED TO THE ACCOUNTS PAYABLE DEPARTMENT.

~~16. Receipts~~

16. Original receipts are required for: TRAVEL EXPENSE REPORT REQUIRES ORIGINAL RECEIPTS FOR:

\* Airline tickets. IF TO BE REIMBURSED

\* Hotel bills (itemized bill issued in the name of the traveler) IF TO BE REIMBURSED

\* Registration Fees. IF TO BE REIMBURSED

\* Car Rental (if approved in advance by Travel Technician) Contract

\* Parking

\* Ground Transportation over \$10.00

Approved: January 4, 1996  Revised: January 22, 1999