



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
May 21, 2009

SAMUELS THEATER

MARTIN LUTHER KING

OPENING OF MEETING – 5:00 p.m.

Call to Order

Pledge of Allegiance

Roll Call

BOARD MEMBER REPORTS

Student Board of Education Presentation

Recognition of Brad Jupp

Recognition of South High School as AVID National Demonstration School

Recognition of West High School Debate League Team Taking Top Honors at National Championship

Recognition of Seven Denver Public School Teachers receiving Denver Teachers' Awards Organization's 2009 Distinguished Teacher Award

SUPERINTENDENT'S REPORTS

PERA Update

Asset Recommendation

Graduation, Completion and Dropout Rates 2007-2008

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

** *Items for information only*

CONSENT AGENDA*

Board of Education

Minutes of April 16, 2009

Minutes of April 27, 2009

Minutes of May 4, 2009

Gift Report

Finance and Audit

***Motion to Approve CRESL Amendatory Agreement** – The Board of Education will be asked to approve the Amendatory Agreement for the CRESL contract.*

***Motion to Approve Easement Related to George Washington High School, Bond Parent 8318** – The Board of Education will be asked to approve an easement related to George Washington High School.*

Chief Operating Officer

Budget and Finance

***Proposed 2009-2010 Budget to the Board of Education-** the Board of Education will be presented with the Superintendent's Proposed Budget for 2009-2010 prior to the June 1, 2009 statutory deadline. The 2009-2010 Proposed Financial Resources Management Plan will be on the District's web site on May 21, 2009, at <http://budgetandfinance.dpsk12.org>.*

Facilities

***Motion to Appoint Mark Bollinger to the Board of Parks and Recreation** – The Board of Education will be asked to approve the appointment of Mark Bollinger to the Board of Parks and Recreation.*

Human Resources

***Motion to Approve the Personnel Transaction Report** – The Board of Education will be asked to approve the Personnel Transaction Report for May, 2009, which includes teacher contract non-renewals, appointments, resignations, and transfers.*

Office of School Reform and Innovation

***Motion to Approve Charter School Contract between Denver Public Schools and Cesar Chavez Academy-Denver** – The Board of Education will be asked to approve the charter school contract with Cesar Chavez Academy-Denver.*

***Motion to Approve Charter School Contract between Denver Public Schools and Envision Schools Colorado**– The Board of Education will be asked to approve the charter school contract with Envision Schools Colorado.*

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

** *Items for information only*

Motion to Approve Charter School Contract between Denver Public Schools and Justice High School– The Board of Education will be asked to approve the charter school contract with Justice High School.

Motion to Approve Charter School Contract between Denver Public Schools and Manny Martinez Middle School– The Board of Education will be asked to approve the charter school contract with Manny Martinez Middle School.

OLD BUSINESS

NEW BUSINESS**

Policy Review

First Reading of Updated Policies KCD and KCD-R – The Board of Education will be given a first reading of Policies KCD and KCD-R regarding Grants, Gifts and Donations.

ADJOURNMENT

PUBLIC COMMENT – 6:30 – 7:30 p.m.

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

** *Items for information only*

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

Board of Education

PROCLAMATION

WHEREAS,

SOUTH HIGH SCHOOL

has distinguished itself by being awarded the designation of AVID National Demonstration School; and

WHEREAS, being bestowed this honor adds to the growing achievements of the South High School; let it be known that Principal William Kohut, the administration, teachers, and counselors have accomplished this goal, by having high expectations for their students as evidenced by all AVID juniors being in Advanced Placement classes and all AVID seniors taking at least one or more Advanced Placement classes. It is a clear indicator that developing a strong, college going culture is the cornerstone of success for all students at South High School. Schools that are just starting their AVID programs or struggling with implementation of this program will begin visiting South High School as a model school and learning from the South High School AVID team.

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 16, 2009, expresses its congratulations to South High School for outstanding performance, thereby bringing great honor and pride to the 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
Tom Boasberg, Superintendent

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

Board of Education

PROCLAMATION

WHEREAS,

WEST HIGH SCHOOL'S DENVER URBAN DEBATE LEAGUE

have distinguished themselves by taking top honors at the Case Urban Debate Nationals in Chicago, Illinois; and

WHEREAS, being bestowed this honor adds to the growing achievements of West High School; let it be known that Feliz Armijo, coach, and students Reuben Aguirre and Humberto Munoz have accomplished this goal, by winning four of six preliminary debate rounds, which qualified them to participate in the Octo-Finals in the Open division. They tied for third place in the nation in the "First-Year Break-Out" division for novice debaters coming from brand-new leagues.

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, May 21, 2009, expresses its congratulations to West High School for outstanding performance, thereby bringing great honor and pride to the community, and the City of Denver.

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



BOARD OF EDUCATION

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Jeanne Kaplan
Kevin Patterson
Tom Boasberg, Superintendent

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

Board of Education

PROCLAMATION

WHEREAS,

**TERI APPELL, ANN CHRISTENSEN, MICHELLE CHOURIS, AMY
FORD, TAMBRA KENNEDY, NANCY SMITH AND LESLIE WHITTY**

have distinguished themselves by being awarded the 2009 Distinguished Teachers award from the Denver Teachers' Awards organization; and

WHEREAS, being bestowed this honor adds to the growing achievements of Denver Public Schools; let it be known that Teri Appell, Ann Christensen, Michelle Chouris, Amy Ford, Tambra Kennedy, Nancy Smith and Leslie Whitty have accomplished this goal, by demonstrating the ability to inspire critical thinking, accommodate diversity, motivate students, show creativity and leadership, inspire high personal standards as well as foster good citizenship in their students.

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, May 21, 2009, expresses its congratulations to Teri Appell, Ann Christensen, Michelle Chouris, Amy Ford, Tambra Kennedy, Nancy Smith and Leslie Whitty for outstanding performance, thereby bringing great honor and pride to the community, and the City of Denver.

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



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DPS Facility Supply/Demand & Disposition Analysis

Board of Education Update- *Vacant Land and Non-School Facilities*

May 13, 2009

Overview & Context

- DPS currently has 12 vacant school facilities, 1 vacant administrative facility, 3 vacant land properties and several currently-used facilities that are likely not being put to their highest-and-best use.
- We are also experiencing elementary school overcrowding issue in some areas of the city.
- In 2008, we engaged the Urban Land Institute (ULI) to review a number of our properties:
 - ULI Colorado issued a report in Summer 2008 after gathering community input and conducting market analysis – the report provided recommendations on disposition for 12 properties, including some currently used facilities.
 - ULI report did not provide analysis on the 8 recently closed schools.
 - The report assumed all facilities were not needed as school facilities, and made recommendations on that basis.
 - No action was taken on ULI recommendations at the time of the report in part because it was not clear which properties were in fact surplus
- The recommendations and analysis presented at the April 13 work session of the Board examined the 12 vacant school facilities
- This analysis focuses on 3 vacant land properties and one vacant non-school facility; analysis also considers remaining facilities considered in ULI analysis
- For methodology and overview of demographic trends in Denver, refer to April recommendations to Board, located at: <http://communications.dpsk12.org/initiatives/asset-utilization/>

Overview of vacant non-school facilities in disposition analysis

Property	sq. footage/acreage	ULI Recommendation May 2008	Current Use
Vacant Land			
Place Vacant Land	463,069 sq. ft/ 10.63 acres	Sell immediately for market value	Vacant
Platte Valley Vacant Land	180,689 sq. ft/ 4.15 acres	Hold 3-5 Years	Vacant
Glenbrook Vacant Land	531,432 sq. ft/ 12.2 acres	Sell for market value	Vacant
Currently Vacant Admin Properties			
Northeast Bus Terminal (Old)	44,533 sq. ft. (building); 574,987 sq. ft./13.2 acres (site)	Sell immediately	Vacant

- In April, recommendations were made to the board regarding 12 vacant or soon to be vacant school buildings (for recommendations regarding those schools, see Appendix 1).
- Vacant land should be analyzed through similar prism as school facilities: is asset likely to be needed as a school in the future?
- Bus Terminal is not useable as a school, due to site location in industrial corridor and environmental issues.
- Other properties considered in the ULI analysis that were not considered in either this set of recommendations or the previous recommendations in April were: Contemporary Learning Academy, Emily Griffith Opportunity School, Central Administration Building (900 Grant) and Fox Street Administration building.
- These properties are not considered in this analysis because they are not vacant facilities: other arrangements would have to be made for DPS personnel before properties could be acted upon.
- Current administrative functions are dispersed; priority in the next 12 months to identify opportunities for consolidation of administrative facilities.

Property Recommendations Summary

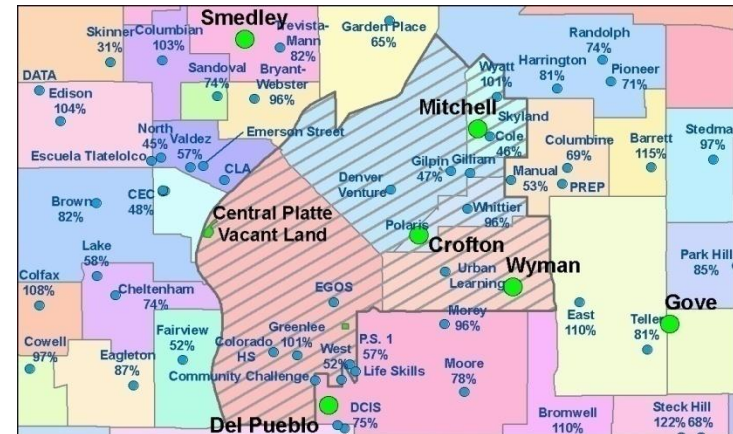
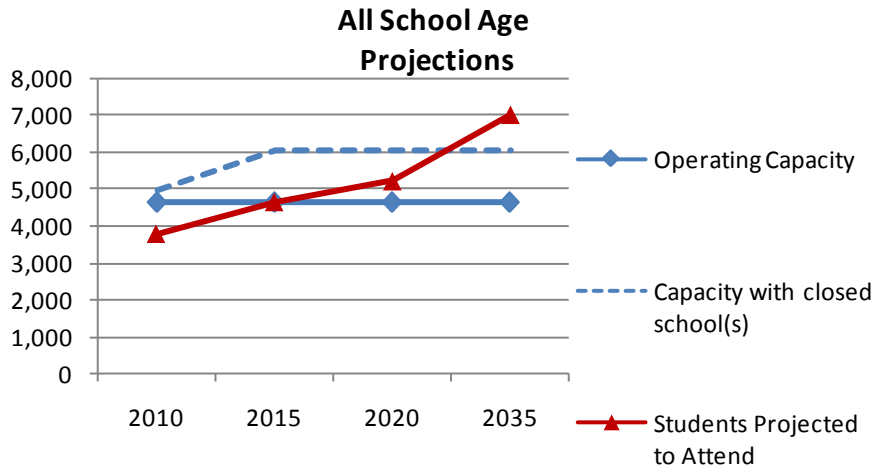
Hold for possible future use/development/sale	Do not need – engage in disposal process
Central Platte Valley Vacant Land Glenbrook Vacant Land Place Vacant Land	Northeast Bus Terminal

- In all cases where disposal is an option, district will entertain offers for market value and hold properties if floor values cannot be obtained.
- Consideration of disposal of currently-occupied administrative facilities (Fox St and 900 Grant) will be addressed with comprehensive administrative solution.

Priority of actions related to DPS property portfolio

- Over 12-24 months, we will pursue actions to better utilize the district's property portfolio. Implementation of recommendations will occur following approvals from the Superintendent and Board of Education:
- We will pursue these priority actions:
 - Pending Board approval in June and market conditions, execute disposition of 4 assets (Byers, Gove, Remington, and Old NE Bus Terminal)
 - Identify and execute on solutions to administrative space constraints (goal is for solution to be cost neutral)
 - Evaluate and seek attractive opportunities for interim use of certain facilities by internal/external organization(s)

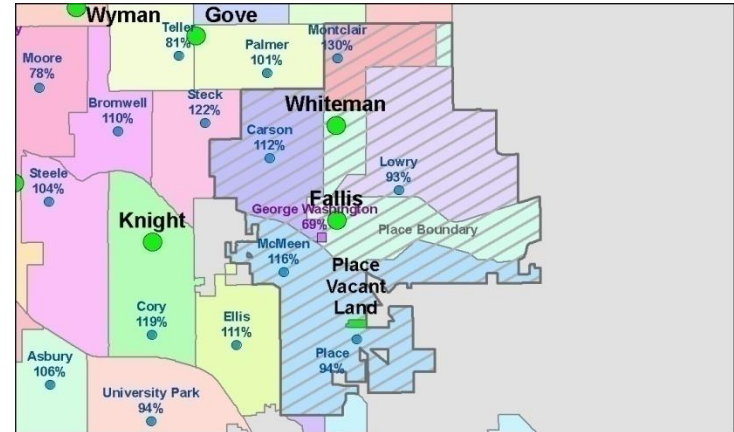
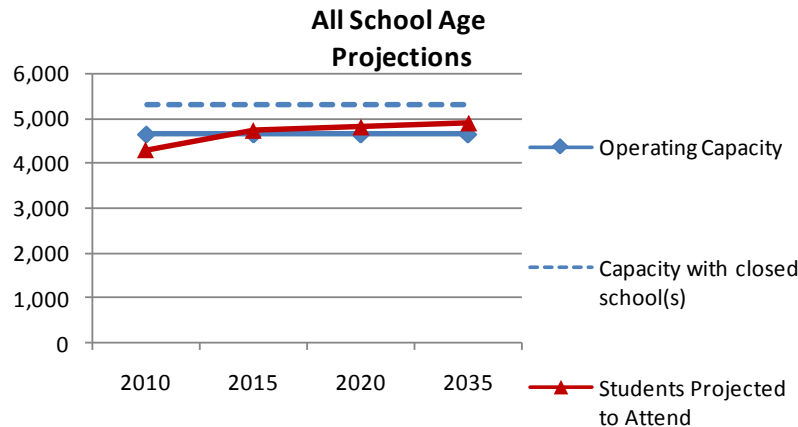
North Central Area Central Platte Vacant Land: Hold



- All school age students considered here, assuming vacant land could be utilized to build any type of school.
- Land situated next to Children’s Museum, adjacent to I-25, a small parcel and not ideally situated for a school facility.
- Area expected to experience high population growth rates over next 10 years – **31%**, or nearly 3% per year, indicating need for caution in disposition of significant assets in this area. Additionally, several assets in area are currently serving district intermediate uses.
- Despite current excess capacity, strategic location of land suggests need to hold land in the near term (as recommended by ULI) while dispositions and needs of other available properties in the region are determined.
- See Appendix 2 for details; note that alternative schools and schools in non-DPS facilities do not have utilization numbers assigned.

Central/East Area

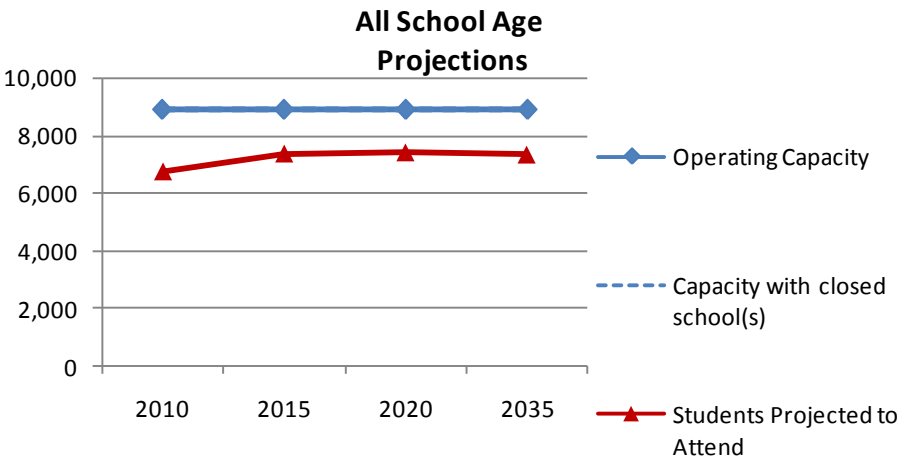
Place Vacant Land: Hold for potential future development or sale



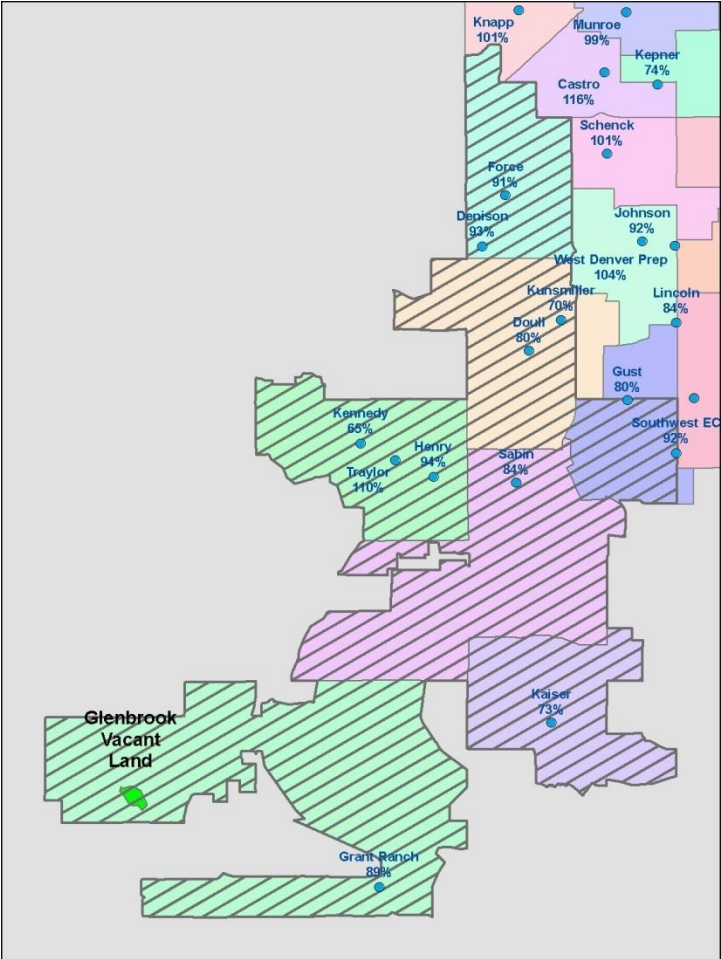
- All school age students considered here, assuming vacant land could be utilized to build any type of school.
- A large student population base, elementary schools at capacity, and average student age population growth indicate need to add capacity in near term and hold excess capacity for future use.
- Whiteman and Fallis in consideration area – total of 680 seats of closed capacity, sufficient capacity to meet growing demand.
- 57% of elementary age residents in area attend a DPS school; only 42% attend a DPS school located in the area.
- Given low capture rate of students, recommend holding property for potential future development with strong offerings.
- Carrying cost of vacant land is very low – recommend revisiting analysis following decisions this fall to address Central/East capacity constraints for the 2010-11 school year, or if attractive market opportunities become available.
- See Appendix 3 for details.

Southwest Area

Glenbrook Vacant Land: Hold for potential future development or sale



- All school age students considered here, assuming vacant land could be utilized to build any type of school.
- Population growth in area to 2020 expected to be 4%, lowest in city.
- Significant excess capacity exists at middle and high school levels, elementary school utilization rate, while high, is one of lowest in the city (roughly 89%).
- If additional capacity is needed in area, Grant Ranch school designed to allow for future addition of a second floor, which would add approximately 200-300 seats of elementary capacity to area.
- In 2008-09, only 60% of the school age residents who live in area attend a DPS school; only 47% of school age residents attend a DPS school located in area (likely to increase in 2010 with addition of West Denver Prep and Kunsmiller Creative Arts Academy – 900 students enrolled, reflected on map).
- Given very low capture rate of students in area, proximity to JeffCo and low carrying cost of property, recommend holding land at this time.
- Revisit if attractive market opportunities become available.
- See Appendix 4 for details.



Old Northeast Bus Terminal: Pursue Disposal

Disposition recommendation follows ULI recommendation from May of 2008

- Old Northeast Bus Terminal (located on 47th and Brighton) became vacant when the transportation moved into a new facility on 49th and Dallas (near Quebec) which opened in 2006
- Excerpts from Recommendation of ULI Colorado Report, May 2008
- Recommendation: “Sell immediately”
- Rationale:
 - “This property is not a strategic asset and should be sold.”
 - “There are environmental issues associated with underground storage tanks and shifting land. These concerns would need to be negotiated with potential buyers.”
 - “The property contains a former landfill and could require extensive environmental mitigation before the land can be reused. DPS should not take on the burden.”

From ULI Colorado: “Report with Recommendations on the ULI – DPS Property Assessment, May 2008”



Appendix 1: Summary of April Facility Recommendations

Evaluate Central/East area Elementary School Capacity Solutions	Hold for school in medium/long term: interim use already in-place	Hold for school in medium/long term: interim use not yet determined	Do not need as a school – engage in disposal process
Whiteman or Fallis or Knight or (possibly) Rosedale	Mitchell (Online HS/Administrative) Del Pueblo (Administrative) Crofton (Denver Venture School)	Wyman Smedley Rosedale	Byers Gove Remington

- Significant excess capacity at middle and high school level indicate Byers and Gove surplus capacity – recommendation to dispose follows ULI recommendation
- Low population growth and excess capacity warrant disposition of Remington – likely next step is to engage in community process (similar to ULI process in 2008) to determine best disposal approach for the facility.
- Strong, current pressures on capacity in Central/East area require development of a comprehensive solution for area
- Less pressing is solution for North Central area, given excess capacity in current operating buildings

Appendix 2: Central Platte Valley Vacant Land

Properties in Consideration Area	Elementary School Boundaries In Area	Enrollment (2008 Oct. count)	Capacity	Capacity Utilization	Choice In- Choice Out
Crofton	Cole ECE-8	553	1,208	46%	0.00
Mitchell	Gilpin Elementary School	284	607	47%	-186.00
Del Pueblo	Greenlee Elementary School	601	594	101%	159.00
Wyman	Morey Middle School	841	880	96%	405.00
	Polaris at Ebert	340	335	101%	339.00
	Whittier Elementary School	303	314	96%	-3.00

Appendix 3: Place Vacant Land

Properties in Consideration Area	Elementary School Boundaries In Area	Enrollment (2008 Oct. count)	Capacity	Capacity Utilization	Choice In-Choice Out
Fallis	Carson Elementary School	377	336	112%	152.00
Whiteman	Lowry Elementary	456	492	93%	100.00
	Montclair Elementary School	403	309	130%	-50.00
	Place ECE-8	744	794	94%	-341.00
	McMeen Elementary School	591	511	116%	-285.00
	George Washington High School	1,522	2,199	69%	-258.00

Summary of Whiteman, Fallis, Place Area -- Grades E-5

# of School age resident living in area (E-5)	# of Children (grades E-5) currently living in area and enrolled in DPS schools	Enrollment at schools (all students)	Capacity	Cap Utilization	Students displaced if facilities were 90% full
Carson	223	377	336	112%	75
Lowry	363	456	492	93%	13
McMeen	526	591	511	116%	131
Montclair	295	403	309	130%	125
Place Bridge	490	528	555.8	95%	28
Other DPS schools (incl. charters)	631				
Totals	4473	2528	2355	2203.8	107%

57% of school age residents in area attend any DPS school

Note that for Place only E-5 considered here -- Place capacity adjusted for E-5 students -overall capacity is 794

- Since October Count, Place ECE-8 has added greater than 50 students, putting them right at capacity

Appendix 4: Glenbrook Vacant Land

Properties in Consideration Area	Elementary School Boundaries In Area	Enrollment (2008 Oct. count)	Capacity	Capacity Utilization	Choice In-Choice Out
Glenbrook Vacant Land	Denison Montessori School	357	383	93%	429.00
	Doull Elementary School	491	616	80%	-301.00
	Grant Ranch Elementary	655	734	89%	142.00
	Force Elementary School	506	556	91%	-191.00
	Gust Elementary School	475	594	80%	-36.00
	Sabin Elementary School	585	694	84%	210.00
	Traylor Elementary School	566	514	110%	121.00
	Kaiser Elementary School	342	470	73%	130.00
	Kunsmiller Middle School	297	1,412	21%	-265.00
	Henry Middle School	935	990	94%	50.00
John F. Kennedy High School	1,250	1,930	65%	34.00	

Summary for SW - All Grades

School	# of School age resident living in area (6-12)	# of Children (grades 6-12) currently living in area <u>and</u> enrolled in DPS schools	Enrollment at schools (all students)	Capacity	Cap Utilization	Students displaced if facilities were 90% full	
DENISON MONTESSORI SCHOOL		149	356.5	383	93%	12	
DOULL ELEMENTARY SCHOOL		364	491	616	80%	0	
FORCE ELEMENTARY SCHOOL		436	506	556	91%	6	
GRANT RANCH K-8 SCHOOL		553	655	734	89%	0	
GUST ELEMENTARY SCHOOL		206	475	594	80%	0	
HENRY WORLD SCHOOL GRADES 6-8		551	935	990	94%	44	
JOHN F KENNEDY HIGH SCHOOL		760	1250	1930	65%	0	
KAISER ELEMENTARY SCHOOL		255	342	470	73%	0	
KUNSMILLER MIDDLE SCHOOL		100	297	1412	21%	0	
SABIN ELEMENTARY SCHOOL		437	585	694	84%	0	
TRAYLOR ELEMENTARY SCHOOL		474	566	514	110%	103	
Other DPS Schools		1136					
Total		9,025	5421	6459	8893	73%	165

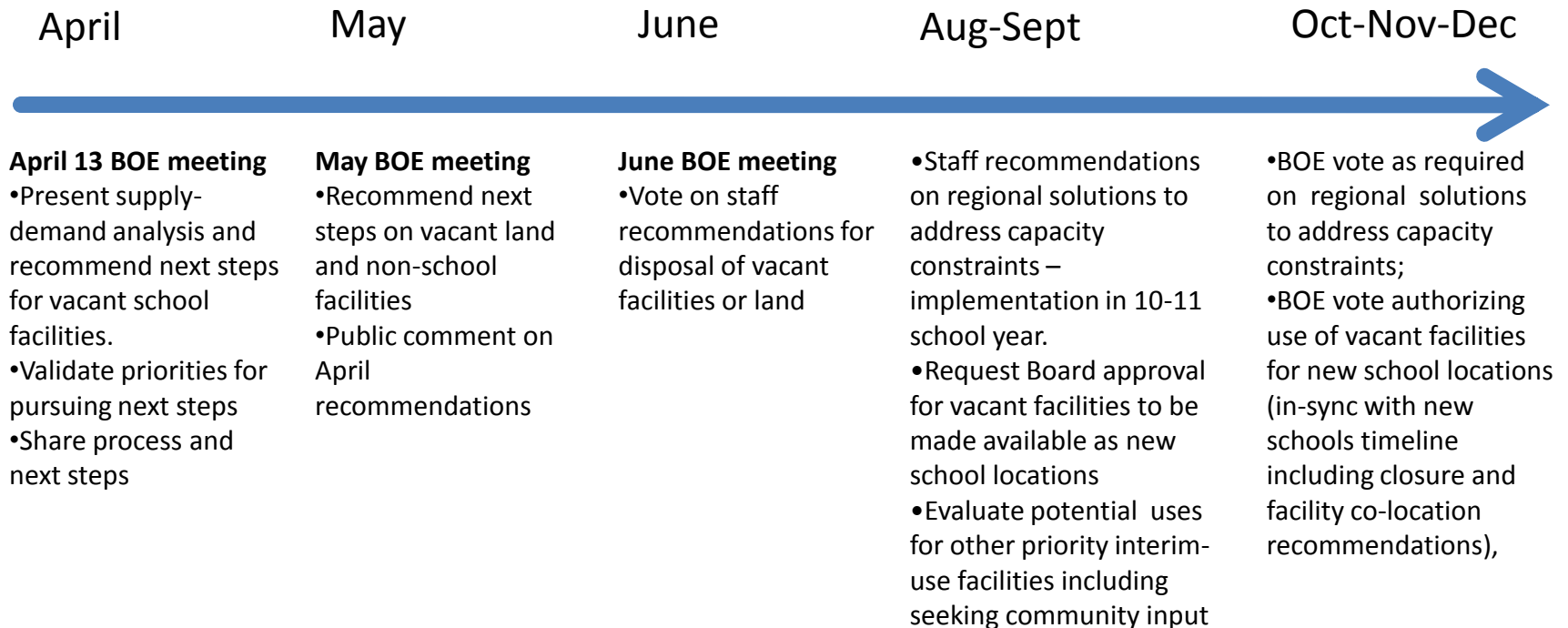
- Note that between West Denver Prep and Kunsmiller Creative Arts Academy, nearly 900 students are projected into Kunsmiller next year

Appendix 5: Principles in Property Disposition Analysis

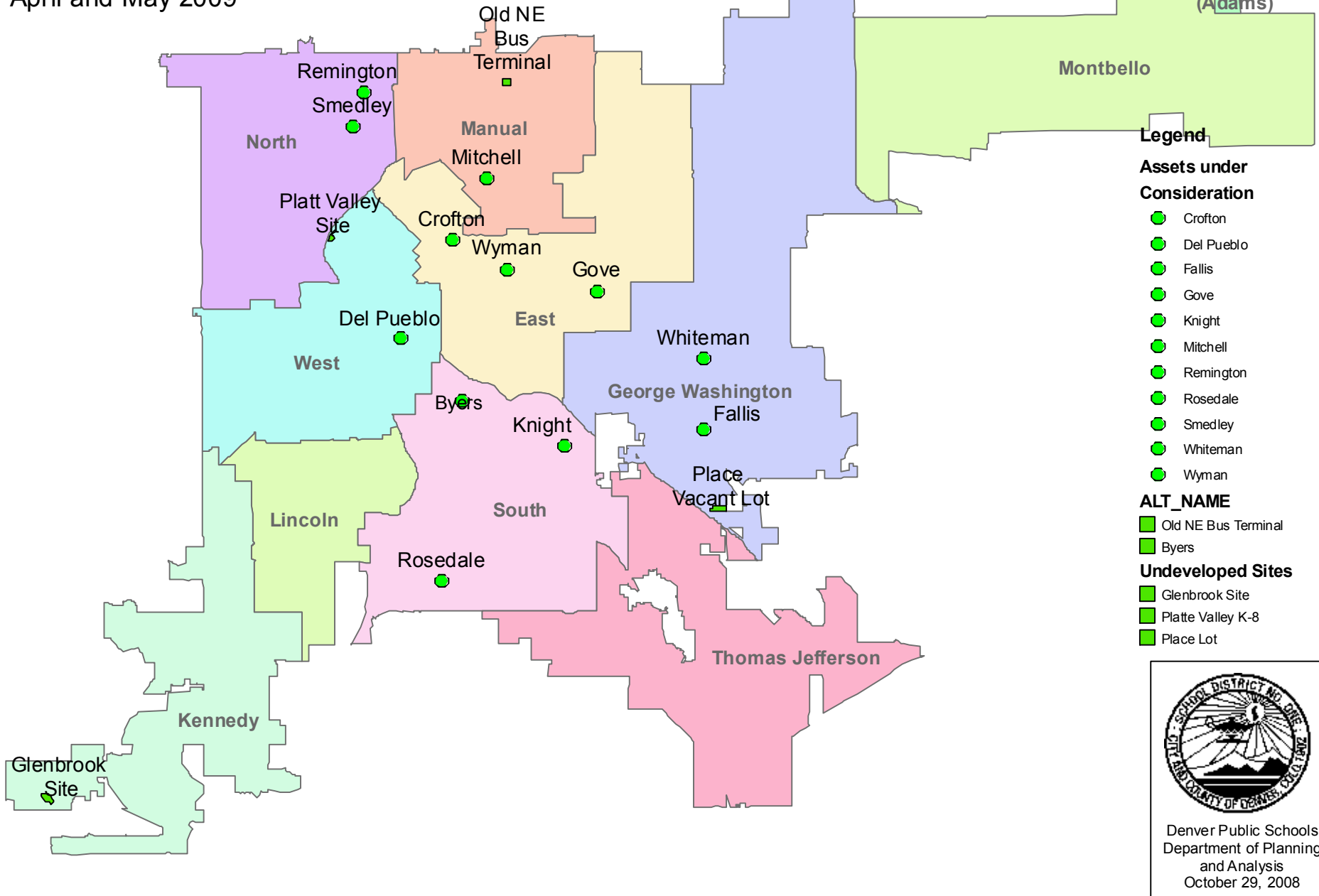
Principles in making recommendations regarding facilities:

- The highest-and-best use of a DPS school facility is as a school.
- Appropriate data should be used to first determine the need for facilities geographically to support the current and projected population needs.
- We should plan for our needs looking out over the long-term.
- It is the responsibility of the DPS staff and Board of Education to effectively manage both the physical facility and the asset financial values to best serve the educational mission of the school district, and steward the taxpayer-owned assets.
- We should dispose or seek alternative uses of facilities and properties where there is greater value than holding the property, and should use existing properties to serve district priorities where it is economically viable.
- Local community input should be sought in making disposition and school-use decisions.
- Funds generated from disposal or alternative use of facilities should be used to fund other district priorities, including increasing dollars spent in our classrooms.

Appendix 6: 2009 Facilities Analysis Disposition Timeline



Universe of Vacant Properties
 Considered in Recommendations to Board,
 April and May 2009



Denver Public Schools
 Department of Planning
 and Analysis
 October 29, 2008

Graduation, Completion & Dropout Rates

2007-2008



Key Points

- Denver's high schools **graduated 215 more students** in 2008 than in 2006.
- The district's **dropout rate continues to drop** significantly, with 1,426 fewer students dropping out in 2008 than 2006 --- a reduction in the dropout rate of almost one third.
- Current **initiatives** like credit recovery and 9th grade academies are **making a difference**.
- DPS is concerned with our graduation rate. It's clear we have a long way to go.
- Significant change in calculation methodology appears to be driving graduation rates down.

How is the Graduation Rate Calculated by the CDE?

- A graduate is a student who successfully completes the district-identified course of high school study and earns a high school diploma
- The graduation rate is calculated by tracking a base cohort of 9th grade students over a 4-year period.
- Changes are made to this base cohort of students:
 - As students transfer out, they are removed from the cohort
(Recent changes require the district to seek adequate documentation before removing the student from the cohort. For example, if a student moves out of state or out of the country, the district needs to confirm the transfer. Otherwise, the student has to be marked down as a dropout)
 - As students transfer in, they are added to the cohort.
- The graduation rate is the number of students who earn a HS diploma divided by the number of students in the base cohort.

$$\frac{\text{Number of graduates in year X}}{((\# \text{ of End of Year } 8^{\text{th}} \text{ graders in Year X-4})+(\# \text{ of transfers in})-(\# \text{ of transfers out}))}$$

Graduation Rate: 2005-2008

	2005-2006	2006-2007	2007-2008	3 Year Increase
Total Graduates	2,664	2,814	2,879	215
Base	5,157	5,414	5,818	
Graduation Rate	51.7%	52.0%	49.5%	

Factors Influencing the Rate

- Beginning in 2006-2007, transferring students are counted as dropouts and left in their original graduation cohort **IF** they do not provide proof of their successful enrollment in a new school. This state requirement is expected to adversely impact graduation, completion and dropout rates. An initial analysis of district data revealed more than 900 students for whom we do not have adequate documentation, some or many of whom could have moved out of state or out of the country and still be enrolled in a school.
- According to the CDE, DPS is one of very few districts in the state who are following the “Adequate Documentation” requirements for transfer students to the letter of the law. For this reason, a large number of students who transferred without providing documentation have been considered dropouts, likely driving the dropout rate up and the graduation rate down.
- Prior to 2006-2007, students bound for a GED program were treated as transfers and removed from the graduation cohort, so they did not adversely affect the graduation rate. However, under a new state formula, students who opt for a GED program remain in the “membership base” and thereby reduce the graduation rate for their graduating class.

How is the Completion Rate Calculated by the CDE?

- A completer is a graduate OR a student who successfully completes a course of study resulting in their being awarded a General Equivalency Diploma (GED) or other certificate of high school completion (such as what may be awarded to a student with an IEP)
- The completion rate is calculated by tracking a base cohort of students over a 4-year period.
- Changes are also made to this base cohort of students:
 - As students transfer out, they are also removed from the cohort.
Recent changes require the district to seek adequate documentation before removing the student from the cohort. For example, if a student moves out of state or out of the country, the district needs to confirm the transfer, otherwise the student has to be marked down as a dropout
 - As students transfer in, they are also added to the cohort.
- The completion rate is the number of students who earn a HS diploma, a certificate of completion (such as fulfillment of SPED requirements), or a GED, divided by the number of students in the base cohort.

$$\frac{\text{Number of graduates + completers in year X}}{((\# \text{ of End of Year } 8^{\text{th}} \text{ graders in Year X-4})+(\# \text{ of transfers in})-(\# \text{ of transfers out}))}$$

Completion Rates: 2005-2008

	2005-2006	2006-2007	2007-2008	3 Year Increase
Total Completers	3,248	3,289	3,396	148
Base	5,157	5,414	5,818	
Completion Rate	63.0%	60.7%	58.4%	

Factors Influencing the Rate

- Beginning in 2006-2007, transferring students are counted as dropouts and left in their original graduation cohort **IF** they do not provide proof of their successful enrollment in a new school. This state requirement is expected to adversely impact graduation, completion and dropout rates. An initial analysis of district data revealed more than 900 students for whom we do not have adequate documentation, some or many of whom could have moved out of state or out of the country and still be enrolled in a school.
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- Prior to 2006-2007, students bound for a GED program were treated as transfers and removed from the graduation cohort, so they did not adversely affect the graduation rate. However, under a new state formula, students who opt for a GED program remain in the “membership base” and thereby reduce the graduation rate for their graduating class.

How is the Dropout Rate Calculated by the CDE?

- A dropout is a student who leaves school for any reason, except death, before completion of a high school diploma or its equivalent, and who does not transfer to another public or private school or enroll in an approved home study program
- The dropout rate is an annual rate, reflecting the percentage of all students enrolled in grades 7-12 who leave school during a single year.
- The dropout rate is calculated by dividing the number of dropouts by the number of students who were in membership at any time during the year.
- If a student drops out during one school year, then returns to school the following year and drops out again, he/she will be counted in the dropout rate two years in a row.

$$\frac{\text{Number of dropouts in Year X}}{\text{Number of students part of same membership base at any time during Year X}}$$

Dropout Rates: 2005-2008

	2005-2006	2006-2007	2007-2008	3 Year Decrease
Total Dropouts	4,017	3,649	2,591	1,426
Base	36,217	35,126	34,705	
Dropout Rate	11.1%	10.4%	7.5%	

Factors Influencing the Rate

- Beginning in 2006-2007, transferring students are counted as dropouts and left in their original graduation cohort **IF** they do not provide proof of their successful enrollment in a new school. This state requirement is expected to adversely impact graduation, completion and dropout rates. An initial analysis of district data revealed more than 900 students for whom we do not have adequate documentation, some or many of whom could have moved out of state or out of the country and still be enrolled in a school.
- According to the CDE, DPS is one of very few districts in the state who are following the “Adequate Documentation” requirements for transfer students to the letter of the law. For this reason, a large number of students who transferred without providing documentation have been considered dropouts, likely driving the dropout rate up and the graduation rate down.
- Prior to 2006-2007, students bound for a GED program were treated as transfers and removed from the graduation cohort, so they did not adversely affect the graduation rate. However, under a new state formula, students who opt for a GED program remain in the “membership base” and thereby reduce the graduation rate for their graduating class.

Potential Factors Influencing Graduation Rates in Future Years

- ⦿ Beginning with the 2009-2010 rates, the graduation and completion rates may be adversely affected by students enrolled in 5 year programs. Exceptions will not be made for students with IEPs and students classified as ELL. Roughly 30% or more than 29,000 DPS students fall into these categories.
- ⦿ The CDE is currently exploring options with the U.S. Department of Education on ways to avoid a situation in which students in district-approved 5 year programs adversely affect the graduation rate.
- ⦿ The 2010-2011 school year will mark the first year students will need to satisfy the district's more stringent graduation requirements .

Initiatives

Credit Recovery

- All 17 traditional high schools and alternative schools offer credit recovery
- Montbello and Lincoln have doubled their efforts in recent years
- A total of 723 students recovered credit through this program

9th Grade Academy

- All high schools offer a three-week program for all incoming 9th graders
- Data shows that participants of the program do better in class, have higher attendance and are on track to graduate compared to those students that do not participate.

Initiatives

Dropout Prevention

- The PACE program for grades 6 – 8, jointly operated by DPS, Catholic Charities, and the Safe City Office, demonstrated that 99% of the 310 students who participated in the program during 2007-2008 remained within DPS the following school year (compared to 85% of students who did not participate).
- 93% of students who participated in the Attendance Mediation Workshops at North H.S. and Skinner M.S. were still enrolled in school as compared to only 34% of students who went to truancy court.

Post Secondary Educational Opportunities

- 600 students enrolled in Concurrent Enrollment courses in Fall of 2008
- 970 students enrolled in Concurrent Enrollment courses Spring of 2009
- 84% of students received A's, B's, C's

9th Grade Academy

June 2007 – June 2008

9th Grade Academy Students

- 46.3% proficient or above on CSAP Reading
- 26.8% proficient or above on CSAP Writing
- 63.9% G.P.A. greater or equal to a 2.0
- 52.2% passing all courses
- 61.9% attendance greater or equal to 90%
- 90.2% with 1 or fewer In/Out of School Suspensions and Expulsions
- 94.4% Continuing Enrollment
- 83.5% on track to graduate

Comparison Group (didn't attend)

- 39.6% proficient or above on CSAP Reading
- 26.4% proficient on CSAP Writing
- 55.7% G.P.A. greater or equal to a 2.0
- 45% passing all courses
- 48% attendance greater or equal to 90%
- 86.4% with 1 or fewer In/Out of School Suspensions and Expulsions
- 76% Continuing Enrollment
- 69.9% on track to graduate

High Schools

	2005-2006 Grad Rate	Total Graduates	Total Completers	2007-2008 Grad Rate	Total Graduates	Total Completers	Change in # of Graduates	Change in # of Completers
High Schools	2005-2006			2007-2008				
Abraham Lincoln High School	47.6%	120	129	67.9%	315	323	195	194
Montbello	61.9%	190	196	59.3%	248	252	58	56
George Washington High School	79.6%	293	303	78.5%	322	327	29	24
CEC	68.1%	47	50	83.1%	59	60	12	10

Differences from 05/06 to 06/07					
Graduates			Completers		
Graduation Rate	Total Graduates	Final Grad Base	Completer Rate	Total Completers	Total Who Received GED or Other Cert
0.3%	150	257	-2.3%	41	-109
17.5%	109	100	17.3%	112	3
-17.3%	-5	-2	-21.8%	-6	-1
-9.1%	-1	25	-11.5%	-1	0
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a
-1.4%	14	17	-1.8%	14	0
-3.8%	53	90	-5.1%	48	-5
-0.7%	3	5	3.5%	4	1
3.0%	22	28	0.7%	21	-1
-1.7%	45	67	-2.6%	43	-2
-4.8%	-17	-1	-4.4%	-16	1
-14.8%	-19	77	-20.9%	-21	-2
-5.0%	12	48	-5.2%	12	0
11.0%	-6	-79	12.1%	-5	1
n/a	n/a	n/a	n/a	n/a	n/a
-27.7%	-2	7	-19.0%	0	2
-4.1%	-2	16	-4.8%	-4	-2
n/a	n/a	n/a	n/a	n/a	n/a
-1.0%	-17	-18	-1.4%	-19	-2
-6.2%	-60	-60	-8.2%	-68	-8
0.9%	4	15	-20.4%	2	-2
0.0%	0	-26	2.4%	1	1
3.8%	2	-14	1.3%	-1	-3
5.0%	1	8	-10.0%	0	-1
0.0%	0	3	16.7%	2	2
5.4%	62	151	-7.2%	26	-36
0.0%	0	-2	-15.9%	-9	-9
0.0%	0	0	11.1%	1	1
11.4%	11	-2	-0.1%	-1	-12
3.1%	14	28	7.3%	43	29

Differences from 06/07 to 07/08					
Graduates			Completers		
Graduation Rate	Total Graduates	Final Grad Base	Completer Rate	Total Completers	Total Who Received GED or Other Cert
-2.5%	65	404	-2.3%	107	42
2.8%	86	112	1.1%	82	-4
0.0%	15	25	2.2%	16	1
6.3%	7	3	9.0%	10	3
-4.3%	-5	-4	-4.3%	-5	0
n/a	n/a	n/a	n/a	n/a	n/a
3.9%	20	16	2.2%	18	-2
-0.8%	-6	-2	0.1%	-1	5
-29.2%	-8	-3	-33.4%	-9	-1
12.0%	-10	-26	11.3%	-11	-1
0.6%	-16	-24	0.1%	-19	-3
-5.0%	-22	-7	-2.9%	-15	7
0.5%	-4	-46	-2.9%	-17	-13
2.4%	46	63	1.7%	44	-2
-14.4%	-39	9	-16.5%	-45	-6
-13.5%	2	27	-4.0%	11	9
-6.7%	1	9	-12.2%	0	-1
1.4%	9	6	3.5%	16	7
2.0%	28	39	0.0%	30	2
-5.7%	2	21	-4.5%	6	4
-14.6%	0	95	-14.2%	3	3
-8.7%	-2	2	-5.5%	-1	1
0.0%	0	7	-0.4%	0	0
-3.8%	-2	32	19.7%	21	23
-5.0%	-1	10	-1.7%	1	2
0.0%	0	12	-33.3%	0	0
-6.5%	-70	-163	-2.5%	-82	-12
1.3%	1	21	7.0%	6	5
0.0%	0	2	-2.0%	0	0
-10.0%	-9	4	-9.3%	-8	1
-8.7%	-32	-30	1.7%	-16	16

Differences from 05/06 to 07/08					
Graduates			Completers		
Graduation Rate	Total Graduates	Final Grad Base	Completer Rate	Total Completers	Total Who Received GED or Other Cert
-2.2%	215	661	-4.6%	148	-67
20.3%	195	212	18.4%	194	-1
-17.3%	10	23	-19.6%	10	0
-2.8%	6	28	-2.5%	9	3
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a
2.5%	34	33	0.4%	32	-2
-4.6%	47	88	-5.0%	47	0
-29.9%	-5	2	-29.9%	-5	0
15.0%	12	2	12.0%	10	-2
-1.1%	29	43	-2.5%	24	-5
-9.8%	-39	-8	-7.3%	-31	8
-14.3%	-23	31	-23.8%	-38	-15
-2.6%	58	111	-3.5%	56	-2
-3.4%	-45	-70	-4.4%	-50	-5
n/a	n/a	n/a	n/a	n/a	n/a
-34.4%	-1	16	-31.2%	0	1
-2.7%	7	22	-1.3%	12	5
n/a	n/a	n/a	n/a	n/a	n/a
-6.7%	-15	3	-5.9%	-13	2
-20.8%	-60	35	-22.4%	-65	-5
-7.8%	2	17	-25.9%	1	-1
0.0%	0	-19	2.0%	1	1
0.0%	0	18	21.0%	20	20
0.0%	0	18	-11.7%	1	1
0.0%	0	15	-16.6%	2	2
-1.1%	-8	-12	-9.7%	-56	-48
1.3%	1	19	-8.9%	-3	-4
0.0%	0	2	9.1%	1	1
1.4%	2	2	-9.4%	-9	-11
-5.6%	-18	-2	9.0%	27	45
DISTRICT TOTALS					
High Schools					
Abraham Lincoln High School					
CCI/Amandla Charter School					
Colorado High School Charter					
Denver Center for International Studies					
Denver School of Science and Technology					
Denver School of the Arts					
East High School					
Escuela Tlatelolco School					
Fred N Thomas/CEC					
George Washington High School					
John F. Kennedy High School					
Life Skills Center of Denver					
Montbello High School					
North High School					
Online High School					
Skyland Community High School					
South High School					
Southwest Early College Charter School					
Thomas Jefferson High School					
West High School					
Alternative Schools					
Academy of Urban Learning					
ACE Community Challenge					
Contemporary Learning Academy					
DPS Night High School					
Emerson Street School					
Emily Griffith Opportunity School					
Florence Crittenton					
PREP Assessment Center					
PS 1 Charter School					
Ridgeview Academy					

	2005-2006			
	Graduates			Co
	2005-2006 Rate	Total Graduates	Final Grad Base	2005-2006 Rate
DISTRICT TOTALS				
High Schools				
Abraham Lincoln High School	47.6%	120	252	51.2%
CCI/Amandla Charter School	77.3%	17	22	81.8%
Colorado High School Charter	31.5%	23	73	41.1%
Denver Center for International Studies	n/a	n/a	n/a	n/a
Denver School of Science and Technology	n/a	n/a	n/a	n/a
Denver School of the Arts	92.5%	99	107	95.3%
East High School	81.5%	369	453	84.1%
Escuela Tlatelolco School	63.2%	12	19	63.2%
Fred N Thomas/CEC	68.1%	47	69	72.5%
George Washington High School	79.6%	293	367	82.3%
John F. Kennedy High School	82.1%	279	340	83.8%
Life Skills Center of Denver	25.8%	48	186	44.1%
Montbello High School	61.9%	190	307	63.8%
North High School	49.5%	187	378	52.1%
Online High School	n/a	n/a	n/a	n/a
Skyland Community High School	62.5%	10	16	62.5%
South High School	72.0%	226	314	74.2%
Southwest Early College Charter School	n/a	n/a	n/a	n/a
Thomas Jefferson High School	81.8%	211	258	86.0%
West High School	68.1%	250	367	71.7%
Alternative Schools				
Academy of Urban Learning	25.0%	3	12	50.0%
ACE Community Challenge	0.0%	0	68	0.0%
Contemporary Learning Academy	0.0%	0	67	11.9%
DPS Night High School	0.0%	0	12	25.0%
Emerson Street School	0.0%	0	3	33.3%
Emily Griffith Opportunity School	17.1%	90	525	49.5%
Florence Crittenton	0.0%	0	56	19.6%
PREP Assessment Center	0.0%	0	9	0.0%
PS 1 Charter School	26.2%	27	103	45.6%
Ridgeview Academy	12.6%	40	317	63.7%

Completers	
Total Completers	Total Who Received GED or Other Cert

129	
18	
30	
n/a	n/a
n/a	n/a
102	
381	
12	
50	
303	
285	
82	
196	
197	
n/a	n/a
10	
233	
n/a	n/a
222	
263	

6	
0	
8	
3	
1	
260	
11	
0	
47	
202	

MINUTES OF THE REGULAR MEETING (09-08) 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, APRIL 16, 2009

The Thomas Jefferson High School String Orchestra, under the direction of Robin Johnson, performed for the Board and audience.

I. Call to Order – 5:00 p.m.

Pledge of Allegiance

Roll Call

President Theresa Peña called the meeting to order at 5:16 p.m. The following Board of Education members were present: Ms. Jill Conrad, Mr. Bruce Hoyt, Mr. Arturo Jiménez, Mrs. Jeannie Kaplan, Mrs. Michelle Moss, and Ms. Theresa Peña. Mr. Kevin Patterson arrived at 6:07 p.m.

II. Board Member Reports

Recognition of Patrick Emery as Colorado Association of Educational Office Professionals Administrator of the Year

Ms. Conrad introduced Patrick Emery and read a Proclamation stating that he has distinguished himself by being awarded the Colorado Association of Educational Office Professionals Administrator of the Year Award.

Recognition of Denver Public Schools and University of Colorado at Denver Community Spirit through Learning Landscapes Program

Trena Dean, Executive Director, Facility Management, introduced Lois Brink from University of Colorado at Denver (UCD) Learning Landscapes. She said that the Denver Public Schools and UCD were honored nationally at the Celebration of Vision and Community Spirit Awards Program in Washington, D.C.

Introduction of Kristin Colon, New Executive Director of the Denver Public Schools Foundation

Mr. Hoyt introduced Kristin Colon the new Executive Director of the Denver Public Schools Foundation.

II. Superintendent's Reports

Sustainability Programs and Initiatives Update

David Suppes, Chief Operating Officer, introduced Jim Faes, Director of Sustainability; Dennis Kyle, Sustainability Planning; and Joni Rix, Environmental Project Manager, to present the report. A copy of this report is appended to the minutes of this meeting.

Asset Recommendations and Timeline

David Suppes, Chief Operating Officer, presented the report. A copy of this report is appended to the minutes of this meeting.

New Schools Update

Marc Waxman, Executive Director, and Ethan Hemming, Deputy Director, of the New Schools Office presented the report. 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 item was removed from the Consent Agenda and held for discussion:

Resolution #3148 regarding Board of Education Goals

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 Board of Education Regular Meeting of March 19, 2008; and the Special Meeting of April 13, 2009 – Copies are appended to the minutes of this meeting.

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

Motion to Approve Superintendent Contract with Thomas Boasberg – A copy of this motion is appended to the minutes of this meeting.

Finance and Audit

Motion to Approve North High School Project Architect Contract – A copy of this motion is appended to the minutes of this meeting.

Motion to Approve the 2009 Construction Projects - A copy of this motion is appended to the minutes of this meeting.

Motion to Approve the Green Valley Ranch Easement - A copy of this motion is appended to 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 to Ratify Memorandum of Understanding (MOU) between the Denver Public Schools (DPS) and the Denver Classroom Teachers Association (DCTA) - A copy of this motion, ratification of the MOU between DPS and DCTA regarding early release days, is appended to the minutes of this meeting.

Chief Academic Officer

Motion to Approve Early Childhood Education Center in Southeast Quadrant – A copy of this motion, location of a ECE Center in the southeast quadrant, is appended to the minutes of this meeting.

Motion to Approve West Denver Preparatory Charter Contract – A copy of this motion is appended to the minutes of this meeting.

OLD BUSINESS

There was none.

NEW BUSINESS

There was none.

DISCUSSION OF HELD AGENDA ITEMS

Resolution #3148 regarding Board of Education Goals.

After discussion, Ms. Conrad moved approval of this motion. Mr. Patterson seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

PUBLIC COMMENT SESSION

The Public Comment Session began at 7:00 p.m. and ended at 8:06 p.m. A copy of the Speakers List is appended to the minutes of this meeting

Ms. Peña adjourned the meeting at 8:07 p.m.

Jill Conrad, Secretary
Board of Education

MINUTES OF THE SPECIAL MEETING (09-09) 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
4:30 P.M., MONDAY, APRIL 27, 2009

EXECUTIVE SESSION

Mrs. Kaplan moved that the Board of Education enter into an Executive Session prior to the Special Meeting on April 27, 2009, for the purpose of legal counsel regarding personnel matters as authorized by C.R.S. 24-6-402(4)(f).

I. Call to Order – 4:30 p.m.

Pledge of Allegiance

Roll Call

President Theresa Peña called the meeting to order at 4:30 p.m. The following Board of Education members were present: Ms. Jill Conrad (by telephone), Mr. Arturo Jiménez, Mrs. Jeannie Kaplan, Mr. Kevin Patterson, and Ms. Theresa Peña. Mr. Bruce Hoyt and Mrs. Michelle Moss were absent and excused.

IV. Consent Agenda

Chief Operating Officer

Human Resources

Motion to Accept Resolution No. 3149, Hearing Officer's Recommendation
Regarding OAC Case No. TA 2008-0015

Mr. Patterson moved Resolution No. 3149 be approved. Mrs. Kaplan seconded the motion. Voting "Yes," Ms. Conrad (by telephone), Mr. Jiménez, Mrs. Kaplan, Mr. Patterson, and Ms. Peña. Mr. Hoyt and Mrs. Moss were absent and excused. The motion passed. A copy of this resolution is appended to the minutes of this meeting.

Staff Recommendation on Amandla Charter Academy

Marc Waxman, Executive Director, New Schools Office presented the staff recommendation.

Requests for Proposal (RFP) Applicant Presentations:

The following Requests for Proposal were presented:

- Community School
- Cornerstone Charter Academy
- Denver Community High School (One Bright Ray)
- Denver Green School
- Denver Language School
- Denver School of Science and Technology
- Denver Standards and Challenges School
- Girls Athletic Leadership School (GALS)
- Global Outreach Charter Academy
- Global Village Academy
- Integrated Day Reporting School
- KIPP
- Multiple Pathways and Choice Academy
- SOAR Charter Academy
- Southwest Neighborhood School
- Trailblazer Charter Academy
- West Denver Prep

Ms. Peña adjourned the meeting at 8:40 p.m.

Jill Conrad, Secretary
Board of Education

MINUTES OF THE SPECIAL PUBLIC COMMENT SESSION (09-10) 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, MAY 4, 2009

The Public Comment Session began at 4:12 p.m. and ended at 4:40 p.m. A copy of the Speakers List is appended to the minutes of this meeting

Ms. Peña adjourned the meeting at 4:41 p.m.

Jill Conrad, Secretary
Board of Education

MINUTES OF THE SPECIAL MEETING (09-10) 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, MAY 4, 2009

I. Call to Order – 4:00 p.m.

Pledge of Allegiance

Roll Call

President Theresa Peña called the meeting to order at 4:48 p.m. The following Board of Education members were present: Ms. Jill Conrad, Mr. Bruce Hoyt, Mr. Arturo Jiménez, Mrs. Jeannie Kaplan, Mrs. Michelle Moss (via telephone), Mr. Kevin Patterson, and Ms. Theresa Peña.

IV. Consent Agenda

Chief Academic Officer

Motion Regarding Resolution #3150 - Amandla Charter Academy Recommendation

After discussion, Mr. Patterson moved approval of the resolution. Mr. Hoyt seconded the motion. The motion passed unanimously.

Ms. Peña adjourned the meeting at 5:25 p.m.

Jill Conrad, Secretary
Board of Education

**GIFT REPORT
MAY 2009**

AMOUNT	RECIPIENT	DONOR	INTENDED USE OF GIFT
\$1,250.00	Beach Court Elementary School	HOK Sports	Student ski trip and other athletic student events
\$1,120.00	Bromwell Elementary School	Bromwell Community Fund	Salaries
\$125,000.00	Bromwell Elementary School	Bromwell PTSA	Salaries
\$700.00	Bryant-Webster Dual Language	Highlands Ranch High School Tri-M Music	Mariachi Juvenil de Bryant-Webster
\$10,000.00	Lincoln Elementary School	Lincoln Elementary School PTSA	Teacher grants, RIF, library guild, school marketing, Positive Behavior Support, Miscellaneous
\$500.00	Southmoor Elementary School	J. Prochow	IMC
\$500.00	Kepner Middle School	John Withaar	Gardening Club
\$750.00	Kepner Middle School	KEEP	Student travel to Washington, D.C.
\$1,500.00	Kepner Middle School	Jack Thompson	Student travel to Washington, D.C.
\$4,700.00	Kepner Middle School	Lowe's Charitable Foundation	Gardening Club
\$600.00	East High School	Denver Naturopathic Clinic, Inc.	Constitutional Scholars
\$1,200.00	East High School	Edward Havranek	Constitutional Scholars
\$4,000.00	East High School	Center for Education	Constitutional Scholars
\$1,100.00	East High School	Dennis Lemar & Barbara McKee	Constitutional Scholars
\$500.00	East High School	David & Alicia Tweed	Constitutional Scholars
\$600.00	East High School	Jefferey Zax & Judith Graham	Constitutional Scholars
\$1,000.00	East High School	Robert Androbin Yasui	Constitutional Scholars
\$1,210.00	East High School	Barbara & John McCarthy	Constitutional Scholars
\$600.00	East High School	Robert Basse	Constitutional Scholars
\$500.00	East High School	Red Rocks Church	Basketball
\$500.00	East High School	Dr. Kathleen Matthews & Dr. James Jacobs	Constitutional Scholars
\$500.00	East High School	Kayalyn Marafioti	Constitutional Scholars
\$6,000.00	East High School	Wells Fargo	Constitutional Scholars
\$1,000.00	Thomas Jefferson High School	Lyndon Knowles	Rose Young Scholarship Award
\$1,200.00	Thomas Jefferson High School	Robert and Donna Watford	Help with college for two seniors
\$21,022.70	Emily Griffith Opportunity School	Emily Griffith Foundation	Scholarship money
\$187,552.70		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.	

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education
From: Dee Wood, Manager of Emily Griffith Opportunity School Operations / Financial Programs
Date: May 15, 2009
Subject: Request Approval of Addendum to CRESL Contract

Purpose.

The purpose of the HIPAA document is to allow entities that provide services to refugees to share health information. This is important as many of these individuals are non-english speakers and if we have advanced warning of health issues or are able to contact the individuals case worker if a health situation arises at school, we are better able to serve our clients. The document involves no money and is an addendum to the previously signed contract.

Facts on the Issue.

The attached HIPAA document needs to be signed as part of our previously signed contract (10/16/08) with the Department of Human Services, Division of Refugee Services Program.

Recommendation.

Approve and sign the attached HIPAA document.

CONTRACT ATTACHMENT C

Health Insurance Portability & Accountability Act of 1996 (“HIPAA”). Federal law and regulations governing the privacy of certain health information requires a “Business Associate Contract” between the State and the Contractor. 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract dated [REDACTED] between the Colorado Department of Human Services, Division of Refugee Services, and [REDACTED], contract number [REDACTED]. For purposes of this Addendum, the State is referred to as “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”) and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be

used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created or received by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected

and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in

violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any

subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall review CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract

pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in

this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supercedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate’s obligations under Section 4(d) (“Effect of Termination”) and Section 12 (“No Third Party Beneficiaries”) shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties’ respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: Paul Stein
Title: Colorado State Refugee Coordinator
Department and Division: Colorado Department of Human Services
Division of Refugee Services
Address: 789 Sherman Street
Suite 440
Denver, CO 80203

Contractor/Business Associate Representative:

Signature: _____
Name: _____
Title: _____
Department and Division: _____
Address: _____

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated [REDACTED], between the Colorado Department of Human Services, Division of Refugee Services and [REDACTED], contract number [REDACTED] (“Contract”) and is effective as of [REDACTED] (the “Attachment Effective Date”). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

None except as otherwise directed in writing by the State

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

When, in the exercise of professional judgment, the Associate believes the disclosure is necessary to prevent serious and imminent harm to the health or safety of a person, the Associate may disclose Protected Information to the Covered Entity, or to the other Associates of the Covered Entity that are listed at #6 below. A Covered Entity or Associate is presumed to have acted in good faith with regard to such a disclosure, if the belief is based upon the Covered Entity’s or Associate’s actual knowledge or in reliance on a credible representation by a person with apparent knowledge or authority.

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

None except as otherwise directed in writing by the State

4. Receipt. Associate’s receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate’s obligations under the Addendum shall commence with respect to such PHI upon such receipt:

Upon the effective date of the contract, as stated at the beginning of this HIPAA Business Associate Addendum, and at the beginning of this Attachment

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
None except as otherwise directed in writing by the State

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

The Colorado Refugee Services Program, the Covered Entity, contracts with the following agencies, which, as Business Associates, may disclose Protected Information to the Covered Entity and to each other according to the additional permitted disclosures in #2 above:

- African Community Center (ACC)
- Ecumenical Refugee and Immigration Services (ERIS)
- Jewish Family Service (JFS)
- Lutheran Family Services Refugee and Asylee Programs (LFS)
- Spring Institute for Intercultural Learning (SIIL)
- Emily Griffith Opportunity School (EGOS)
- Colorado Department of Public Health and Environment (CDPHE)
- City and County of Denver (Denver)
- Colorado African Organization (CAO)
- Mercy Housing (Mercy)

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education
From: Mark Bollinger, Construction Services Executive Director, Facility Management
Date: May 13, 2009
Subject: Request Approval of an Easement to the City and County of Denver

Purpose.

Facility Management requests the Board of Education to grant an easement to the City and County of Denver (“City”) to construct, service and maintain a sanitary sewer, storm sewer and a permanent aboveground detention and water quality pond at George Washington High School located at 655 S. Monaco Parkway 80224-1228 (the “Project”), in Denver Colorado.

Facts on the Issue.

The proposed easement is part of the new artificial turf, track and fencing construction project underway at George Washington High School. The purpose of the easement is to help improve the drainage and flow of water from the artificial turf field to the detention pond planned for the project site. Consequently, the City will require the District to grant an easement to its Wastewater Department for the soon-to-be constructed detention pond. The District, however, will continue to be responsible for any subsequently required maintenance including the expenditures and costs associated with the installation, construction and repair to George Washington’s detention pond. Attached for the Board of Education’s review and approval is the legal description of the easement.

Recommendation.

Approve the City’s easement for the installation of the proposed detention pond at George Washington High School.

Process.

This communication will be forwarded to all School Board members by May 15, 2009. At the next legislative meeting on May 21, 2009, this action will be presented for approval to the Board of Education.

The Board of Education approves the Wastewater easement on the terms set forth herein. The Board of Education authorizes officers of the Board and Staff to implement this action.

PERMANENT NON-EXCLUSIVE EASEMENT

This permanent non-exclusive easement, made _____, 2009, between _____ whose legal address is _____ (“Grantor(s)” or “Owner(s)”) and the City and County of Denver, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City” or “Grantee”)

The Grantor(s) are the owner of the property commonly known and addressed as George Washington High School located at 655 S. Monaco Parkway 80224-1228 (the “Project”), described in the attached Exhibit “A”, which will be served by one or more privately owned Wastewater Facilities (which includes **[SELECT THE APPROPRIATE FACILITIES AND STRIKE OUT THE OTHERS]** sanitary sewer, storm sewer, permanent aboveground detention/water quality pond, permanent underground detention/water quality structure or vault with or without pump(s) and storm sewer outlet pipe) (the “Facility(ies)”), which will render the Owner(s) jointly and equally responsible for the maintenance and service of such privately owned Facilities to ensure conformance with all applicable plans approved by the City and County of Denver, or in the event of Owner’s failure to do so, by the City at its option; and

The Owner(s) (and their heirs, successors, and assigns) hereby grant(s) and convey(s) a permanent non-exclusive easement to each of the Owner(s) and to the City, for ingress and egress over private property contained within the Project, for purposes of providing privately owned Facility maintenance and repairs, together with any and all rights-of-way, easements or rights of ingress and egress, necessary or convenient to the Owner(s) and/or the City to accomplish such purposes. PROVIDED, HOWEVER, that in non-dedicated driveways or privately maintained systems existing within the Project, the City shall not be obligated or expected to perform any construction, re-construction, maintenance, repair, cleaning, snow removal, street lighting, traffic control or regulation or any other services on property contained within the Project.

The Owner(s) shall pay for and be responsible for all costs to construct, reconstruct, repair and maintain all private driveways and privately owned Facilities contained within the Project to ensure conformance with all applicable plans approved by the City and County of Denver and in such condition so as to be usable by the other Owner(s).

If, in the sole opinion of the City, the private driveways or privately owned Facilities are not properly maintained or are closed, blocked or vacated, the City shall give notice to the Owner(s) and if repairs or corrections are not made within the time designated in such notice, the City is authorized to make or have made repairs or corrections and will charge and collect the cost thereof from the Owner(s). However, in cases of emergency (as solely determined by the City and County of Denver), the City may choose to make immediate repairs or corrections and to collect the cost thereof from the Owner(s).

The Owner(s) shall in no way consider or hold the City or its personnel guilty of trespass in the performance of any of the municipal services, duties or responsibilities referred to herein.

The Owner(s) agree to: defend, indemnify, and hold harmless the City, its officers, agents, and employees against any and all claims for damage to property or injuries to or death of any person or persons which may result from the City service operations at the Project, provided, however that Owner(s) need not indemnify, defend, or hold harmless the City, its officers, agents, and employees from their own negligence, recklessness, or willful misconduct.

It is understood that the Owner(s) intends to cause the formation of one or more Property Owner's Associations to hold title to and/or administer the use and maintenance of the private roads and streets and other common facilities contained within the Project. IT IS FURTHER UNDERSTOOD THAT THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" OR ANY SIMILAR INSTRUMENT FOR ANY SUCH PROPERTY OWNER'S ASSOCIATION SHALL CLEARLY STATE THAT THE PROPERTY OWNER'S HAVE JOINT AND SEVERAL FINANCIAL RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF SUCH PRIVATE ROADS, STREETS, SEWERS, OR OTHER DRAINAGE FACILITIES, AND THE INDEMNITY PROVISIONS OF THIS AGREEMENT. THE OWNER(S) SHALL HAVE A COPY OF SUCH DECLARATION READILY AVAILABLE IN ITS SALES FACILITY AND SHALL PROVIDE A COPY TO EACH PURCHASER AT THE TIME OF EXECUTION OF EACH SALES AGREEMENT. THE OWNER(S) SHALL ALSO RECORD THE PROPERTY OWNER'S DECLARATION WITH THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, AND PROVIDE SATISFACTORY EVIDENCE OF SUCH RECORDATION TO THE CITY.

The grant of easement and duties contained herein shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns, and the Owner(s) agrees to that upon sale of any portion of the above-described Property a copy of this Permanent Non-Exclusive Easement will be given to the purchaser.

IN WITNESS WHEREOF, the OWNER(s) hereto have executed this Permanent Non-Exclusive Easement to the City & County of Denver as of the day and year first above written.

OWNER(S): _____

BY: _____
Person(s) and Title(s)

Printed Name(s)

STATE OF _____

CITY OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ for _____, as the "Owner(s).

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address

EXHIBIT "A"

Property Legal Description

EXHIBIT "A"
PAGE 1 OF 3
MAY 13, 2009

AN EASEMENT CONTAINING 223,464 SQUARE FEET, MORE OR LESS, LOCATED WITHIN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 17, A FOUND 3-1/4" ALUMINUM CAP IN A RANGE BOX;

THENCE N69°01'28"W, A DISTANCE OF 1,116.64 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND RECORDED IN BOOK 842, PAGE 634 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH LINE, N55°20'05"W, A DISTANCE OF 90.37 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2006046197;

THENCE ALONG SAID EAST LINE, N32°08'58"E, A DISTANCE OF 77.03 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE NORTH LINE OF SAID PARCEL, N57°51'02"W, A DISTANCE OF 294.12 FEET TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER SAID SECTION 17;

THENCE ALONG SAID WEST LINE, N00°23'24"W, A DISTANCE OF 519.31 FEET;

THENCE DEPARTING SAID WEST LINE, N89°32'47"E, A DISTANCE OF 325.11 FEET;

THENCE S00°34'23"E, A DISTANCE OF 576.38 FEET;

THENCE S56°33'35"E, A DISTANCE OF 156.06 FEET;

THENCE S33°12'22"W, A DISTANCE OF 79.74 FEET;

THENCE S89°01'48"W, A DISTANCE OF 88.61 FEET;

THENCE S33°40'32"W, A DISTANCE OF 77.42 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 223,464 SQUARE FEET OR 5.130 ACRES, MORE OR LESS.

BASIS OF BEARINGS: FOR THE PURPOSE OF THIS DESCRIPTION, THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A FOUND ILLEGIBLE 3-1/4" ALUMINUM CAP IN A RANGE BOX AT THE CENTER QUARTER CORNER OF SAID SECTION 17, AND BY A FOUND 2-1/2" ALUMINUM CAP IN A RANGE BOX, LS 25961 AT THE WEST QUARTER CORNER OF SAID SECTION 17, BEARING N 89°34'59" E.

PREPARED BY: ROBERT C. MAESTAS, CO PLS 34986
FOR AND ON BEHALF OF:
HCL ENGINEERING & SURVEYING, LLC
9570 KINGSTON COURT, STE. 310
ENGLEWOOD, CO 80112



THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.

**Denver School Facilities
Assessor Parcel
0617200033000**

**GEORGE WASHINGTON
HIGH SCHOOL
655 S. MONACO ST.
DENVER, COLORADO**

AREA = 223,464 sq. ft.
5.130 ACRES±

**SE 1/4 NW 1/4 S17
T4S, R67W, 6th P.M.**

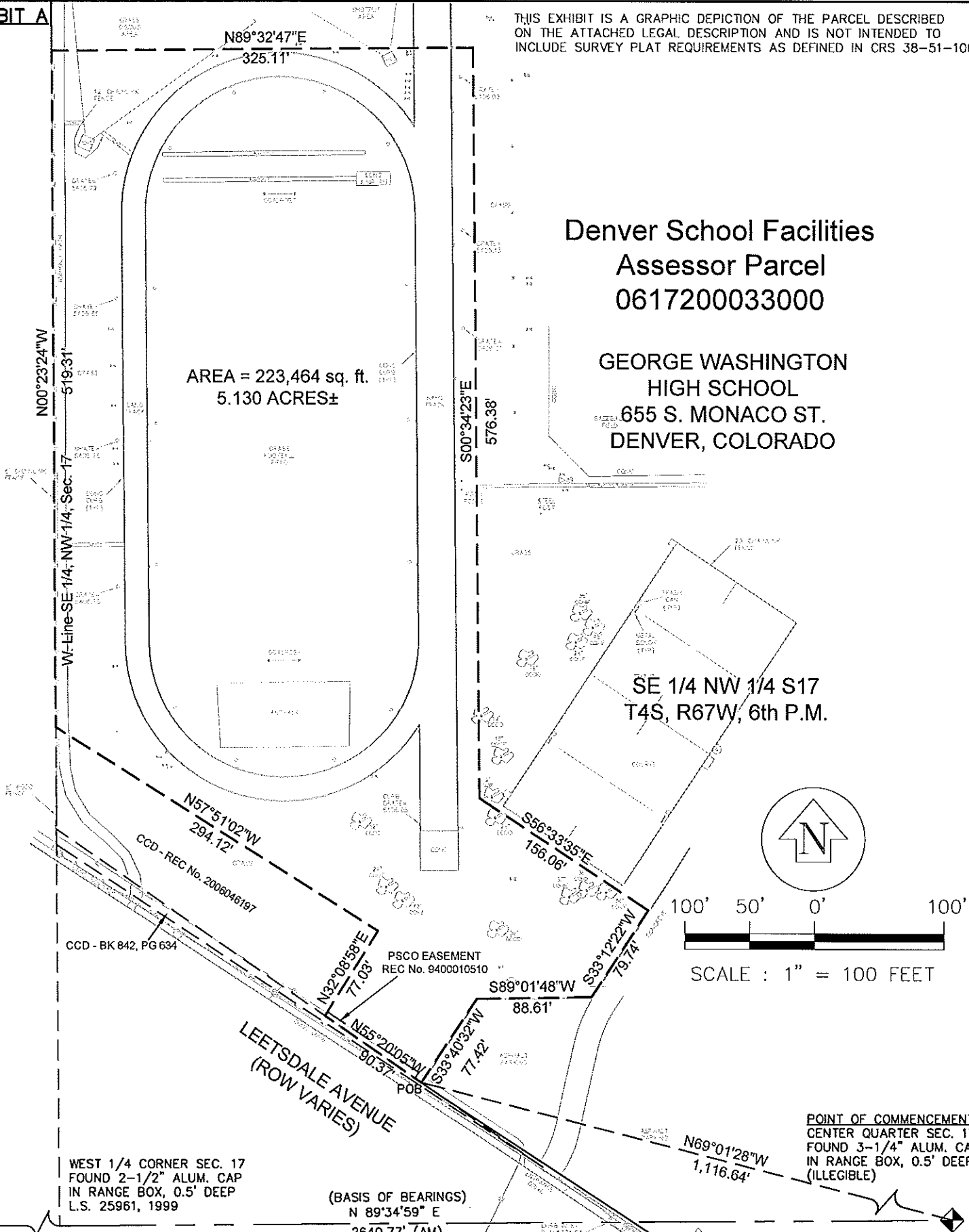


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

JOB NO. 092355.00.	AN EASEMENT LOCATED WITH THE SE 1/4, NW 1/4 SEC. 17 T. 4 S., R. 67 W., 6TH P.M. CITY & COUNTY OF DENVER, COLORADO	HCL ENGINEERING & SURVEYING, LLC
SCALE: 1" = 100'		9570 KINGSTON CT., STE. 310
DATE: MAY 13, 2009		ENGLEWOOD, COLORADO 80112
PAGE 3 OF 3		303 773-1605
DRAWN BY: RCM		

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

Facility Management
Denver Parks and Recreation Board
Denver Public Schools Representative

To: Board of Education

Through: Tom Boasberg, Superintendent

From: Trena Deane, Executive Director, Facility Management

Date: May 8, 2009

Subject: Approval of Mark Bollinger to serve as the Denver Public Schools Representative on the Denver Parks and Recreation Board

The Board of Education is asked to approve the designation of Mr. Mark Bollinger to serve as the Denver Public Schools Representative on the Denver Parks and Recreation Board.

SUGGESTED MOTION

I MOVE THAT THE BOARD OF EDUCATION APPROVE THE DESIGNATION OF MR. MARK BOLLINGER TO SERVE AS THE DENVER PUBLIC SCHOOLS REPRESENTATIVE ON THE DENVER PARKS AND RECREATION BOARD.

Cc: Amy Friedman, Chief of Staff

Denver Public Schools
Interdepartmental Communication

To Board of Education

From Trena A. Deane, Executive Director, Facility Management

Date May 8, 2009

Subject Appointment of Mark Bollinger to the Board of Parks and Recreation

Trena Deane, Executive Director of Facility Management, recommends Mark Bollinger, Associate Executive Director of Facility Management/Chief bond Program Administrator, to replace Michael Fox, Foreman of Metalworks and Grounds, in this capacity.

The City Charter article creating the Board of Parks and Recreation is below:

2.4.3 Board of Parks and Recreation.

There is hereby created a Board of Parks and Recreation (hereinafter called the "Board") consisting of nineteen members. One of the members shall be a member of the Board of School District No. 1 designated by the Board of the School District. Five members of the Board shall be appointed by the Mayor. Thirteen of the members shall represent the thirteen City Council members and shall be appointed by the thirteen Councilmembers. The appointees of the eleven district Council members shall reside in the district of the appointing member. The appointees of the two at-large Councilmembers shall each reside in the City and County of Denver. Members shall serve at the pleasure of their respective appointing authorities. Members of the Board shall serve without pay. The Board shall advise the Manager with respect to the policy and operation of the Department and shall review and comment on the proposed annual budget for the Department.

(Charter 1960, A4.3, A4.3-1; Amended May 17, 1955; amended May 19, 1987)

It is the recommendation of the Facility Management Department that the Board of Education designate and approve Mr. Mark Bollinger to serve as a representative of the Denver Public School District as a member of the Board of Parks and Recreation.

MOTION

I move that the Board of Education approve the proposed contract between Cesar Chavez Academy-Denver and the Denver Public Schools.

MOTION

I move that the Board of Education approve the proposed contract between Envision Schools Colorado and the Denver Public Schools.

MOTION

I move that the Board of Education approve the proposed contract between Justice High School-Denver and the Denver Public Schools.

MOTION

I move that the Board of Education approve the proposed contract between Manny Martinez Middle School and the Denver Public Schools.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

From: Brett Fuhrman, Chief Financial Officer

cc: Nancy Connor, Director of Federal Programs

Date: May 11, 2008

Subject: Request to revise Board of Education Gifts and Donations Policies (KCD and KCD-R) as related to grant, gift, and donation policy and procedures for receipt, acceptance, and reporting.

Enclosure: (1) Current Board of Education Policy KCD
(2) Proposed Grants, Gifts, and Donations Policies KCD and KCD-R

Overview and Request

This request is to seek approval to revise Denver Public Schools, Board of Education policies (KCD, KCD-R) to more clearly define the District's policy related to the review, acceptance, and reporting of grants, gifts, and donations received by the District.

In summary, the revised policy outlines the following:

1. Individual(s) authorized, based on dollar threshold, to receive and accept grants, gifts, and donations on behalf of the District as defined in the table below:

Grants		
Grant Type	Step 1	Step 2
Federal Formula Grants	Board Accepts	District Personnel Receive
Competitive Grants > \$250,000	Board Accepts	District Personnel Receive
Competitive Grants < \$250,000 and >\$499	District Personnel Receive	Board Accepts

Gifts and Donations		
Grant Type	Step 1	Step 2
Cash > \$499	District Personnel Receive	Board Accepts
Cash < \$500	District Personnel Receive	District Personnel Accept
Personal Property > \$499	District Personnel Receive	Board Accepts
Personal Property < \$500	District Personnel Receive	District Personnel Accept

2. The Policy for reporting grant awards, grant refunds, gifts, and donations to the Board of Education:
 - o Grant Awards of \$500 or greater
 - o Refunded grant funds of \$5,000 or greater
 - o Gifts and donations of \$500 or greater (current process)
3. The District's commitment to comply with all federal, state, and local laws and regulations, and private grant requirements

Background

Existing policy KCD was last formally updated and adopted by Board of Education action in December 2007. With the expected increase of grant funds received by the District, these changes are now requested for the following reasons:

1. Define and delineate between grants and gifts/donations

2. Define more clearly roles and responsibilities related to acceptance, compliance and management of grants, gifts, and donations while establishing accountability
3. Maintain a 'low risk' posture to the District, as staff and operating procedures are in place that govern grants, gifts, and donations
4. Align District policy with federal, state, and local compliance requirements and common practice

Review and recommendation

These changes align with our objectives to improve District accountability and empower District personnel.

I recommend Board of Education approval of these revised policies.

Signed:

Brett Fuhrman
Chief Financial Officer

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Policy KCD - Grants, Gifts, and Donations

Board of Education policy KCD and KCD-R hereby establishes the District's policy and procedures for all grants, gifts, and donations received by any central office department or school, including charter schools. Establishing the administrative requirements in this policy ensures the uniform implementation and management of all grants, gifts and donations, promote efficiency and effectiveness, and ensure the District meets its responsibilities as the grant, gift or donation recipient.

The scope of this policy includes all grants (formula and competitive) or revenue producing agreements from public or private agencies, private cash gifts/donations (conditional and unconditional), and donations (conditional and unconditional) of tangible personal property, such as computer hardware, to the District, which includes any department or school, including charter schools. The scope of this policy excludes real property (e.g., land and buildings).

GRANTS

It is the policy of Denver Public Schools to accept federal, state, city, and private grant awards and revenue-producing agreements and contracts that support the District's goals and priorities. The District values and welcomes such awards. The District shall not accept grants that include conditions or demands that would jeopardize the ethical or practical operation of the District.

The District shall comply with all applicable federal, state, and city laws and regulations, and private grant requirements.

The District's procedures for accepting, complying with, and reporting federal, state, city and private grants are outlined in Board of Education Policy KCD-R.

GIFTS AND DONATIONS

The District is receptive to and welcomes outside financial support by means of gifts and donations to aid in the delivery, maintenance, and improvement of the District's educational programs. Gifts and donations include contributions of cash or tangible personal property (e.g., equipment) and can be unconditional or conditional in nature.

The District shall accept gifts and donations that align with the District's goals and priorities. The District shall not accept offers of gifts or donations that include conditions or demands that would jeopardize the ethical or practical operation of the District.

The District's procedures for accepting, managing, and reporting gifts and donations are outlined in Board of Education Policy KCD-R.

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Policy KCD – R Grants, Gifts and Donations Procedures

1.0 GRANTS

1.1 Grant Acceptance

All grants and revenue-producing agreements or contracts greater than or equal to \$500 shall be reported to the Board of Education (“Board”).

Due to the large volume of grant applications and grant awards, and in an effort to streamline this process, only those pending grant awards of \$250,000 and above shall require formal Board acceptance before obligation of funds.

1.1.1 Federal Formula Grants

Federal formula grants are non-competitive awards from the Federal Government to which the District is entitled by law based upon a pre-determined formula. All formula grants shall be presented to the Board as part of the District’s Annual Budget Cycle in accordance with Board Policies DB, DBC, DBD, and DBDE/F. As formula grant applications require Board signature for submission, the Board’s signature on the grant application shall serve as the Board’s acceptance of these funds.

1.1.2 Competitive Grants equal to or greater than \$250,000

When a competitive grant application equals or exceeds \$250,000, a Board agenda item will be submitted seeking acceptance from the Board while the grant application is *pending award* (application submitted to funder). The Board agenda item will include:

- description of the funding source
- overview of the program funded by the grant award
- summary of program expenditures
- source and details of any required matching funds or in-kind contributions
- “general fund obligations” upon grant expiration, if any
- description of contracts to be awarded using the grant funds

1.1.3 Competitive Grants less than \$250,000 and equal to or greater than \$500

All competitive grant awards under \$250,000 and greater than \$499 may be received by the requesting school or department, contingent upon formal Board acceptance. The grant recipient shall report the grant award to the Grants Department. The Grant Manager shall provide the following information to the Grants Department:

- the funding source
- amount of grant award

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- purpose of grant-funded program
- length of grant term
- any matching funds or in-kind contributions associated with the grant-funded program

Monthly, a report listing those grants equal to or greater than \$500 shall be transmitted to the Board for acceptance as part of the Consent Agenda.

1.2 Grant Compliance

It is the policy of Denver Public Schools to comply with all Federal and State requirements that may be a condition of receipt of Federal and State funds including, but not limited to, requirements outlined in the following:

1. Office of Management and Budget (OMB) Circular A-102
2. OMB Circular A-87
3. OMB Circular A-133
4. Education Department General Administrative Regulations (EDGAR)
5. General Education Provisions Act (GEPA)

1.2.1 Charter Schools

Whenever the District must, by law, serve as the fiscal agent for grant funds that are passed directly through to a charter school it authorizes, the charter school shall be responsible for compliance with all grant requirements and shall be solely responsible for any consequences to itself or the District due to its noncompliance.

1.3 Refunds of Unused Grant Funds

For all refunds of unused grant funds equal to or greater than \$5,000, the Grant Manager shall provide a written explanation to General Accounting within five days after the expiration of the permissible expenditure period or upon request from the funding agency, providing the reason for not using 100% of the grant.

1.4 Reporting to the Board

Monthly, the Board shall be provided a report of all grant awards equal to or greater than \$500 and all refunds equal to or greater than \$5,000, including an explanation of the cause of such refunds.

2.0 GIFTS AND DONATIONS

2.1 Cash Gifts and Donations

2.1.1 Receiving

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Offers of cash gifts/donations may be received by District personnel when the purpose of the gift/donation supports the goals and objectives of the District. Receipt of a gift or donation is contingent upon formal Board acceptance. At the time of receipt, there shall be a written understanding with regard to the use of the gift/donation, including whether it is intended for the use of one particular school, for all schools in the District, or the District generally. When private donations are used to provide, maintain, or enhance school programs or if the outside funding is discontinued or diminished, the district will be under no obligation to continue the same level of programming.

2.1.2 Formal Acceptance

Cash gifts or donations of \$500 or greater shall be reported to the Office of the Board of Education by gift or donation recipients. Monthly, a report listing gifts or donations equal to or greater than \$500 shall be provided to the Board for acceptance as part of the Consent Agenda.

2.1.3 Management of Cash Gifts and Donations

Any cash gift or donation equal to or greater than \$1,000 received by a school, department, or the District shall be reported to General Accounting via phone or email. General Accounting shall determine how to account for the funds on a case-by-case basis.

In addition, any cash gift or donation **regardless of dollar amount** must be reported to General Accounting if the gift/donation meets any of the following conditions:

- The funds will be used to pay any type of salary (wholly or partially, regular, extra-duty, substitute, or overtime)
- The funds will be used to procure goods or services through the central Purchasing Department (i.e., goods or services purchased via Contract Request or Purchase Order)
- The funds will be used to pay for an Independent Contractor/Consultant
- The funds have requirements relating to spending and/or reporting

If a gift/donation is entered into Cayenta, the recipient is required to develop a budget for the gifted/donated funds.

Regardless of dollar amount, if an individual is ever unsure about what to do with a cash gift or donation, contact General Accounting.

2.2 Gifts and Donations of Property

2.2.1 Receiving

Offers of tangible personal property to the District may be received by District personnel, contingent upon formal Board approval, under the following conditions:

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1. The District does not determine the value of donated property for purposes of accepting the gift/donation
2. Computers meet the District's published computer donation specifications
3. Non-technology equipment donations are approved by the Warehouse and Distribution Manager before receipt

2.2.2 Formal Acceptance

Gifts or donations of tangible personal property with a donor-stated value of \$500 or greater shall be reported to the Office of the Board of Education by gift or donation recipients. Monthly, a report listing gifts or donations equal to or greater than \$500 shall be provided to the Board for acceptance as part of the Consent Agenda.

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