Due to the Holiday Blizzard, the December 21, 2006 Board of Education meeting was cancelled. Agenda items are moved forward for review and action

**North High School’s Black Masque Performance**

4:15 p.m. – PROPOSED EXECUTIVE SESSION – To receive legal advice from an attorney regarding a teacher dismissal recommendation pursuant to C.R.S. § 24-6-402 (4)(b) and to discuss a personnel matter pursuant to C.R.S. § 24-6-402 (4)(f).

OPENING OF MEETING – 4:30 p.m.
  Call to Order
  Pledge of Allegiance
  Roll Call

BOARD MEMBER REPORTS
  SIAC Charter Recommendations
  School Year 2007-2008 Calendar Update

SUPERINTENDENT’S REPORTS

CONSENT AGENDA*

* Board of Education
  
Minutes of November 16, 2006
  Minutes of Special Meeting on December 12, 2006
  Gift Report – The Board of Education will be asked to accept gifts having a value of $500 or more.
  Finance and Audit Committee

* Items scheduled for action at this meeting are noted in italics
** Items for information only
Motion to Ratify a Construction Contract for Parent Project 3021 – The Board of Education will be asked to approve the construction contract for facility upgrades projects at Denison, Knapp, Force and Sabin Elementary Schools.

Motion to Ratify a Construction Contract for Parent Project 3080 – The Board of Education will be asked to approve the construction contract for facility upgrade projects at Brown, Columbian, and Edison Elementary Schools and Skinner Middle School.

Motion to Ratify the Final Design Competition Report and the Firm of the DLR Group for the Design of the Green Valley High School – The Board of Education will be asked to approve the report on the High School Competition and Architect and Schematic Design for Green Valley High School.

Motion to Ratify the Final Design Competition Report and the Luis Acosta Architect Firm for the Design of the Stapleton High School - The Board of Education will be asked to approve the report on the High School Competition and Architect and Schematic Design for Stapleton High School.

Motion to Ratify The Institute for Educational Equity (IEE) Services Agreement between The Piton Foundation and Denver Public Schools – The Board of Education will be asked to approve this IEE service agreement, a program of The Piton Foundation to provide a comprehensive range of services for nine schools to improve student learning and achievement. The contractual amount of the agreement is $344,873. Expenditures will be paid from the Mill Levy Fund via the School Innovation Grant process.

Motion to Ratify a Memorandum of Understanding between Denver Public Schools and the Hope Center – The Board of Education will be asked to approve this agreement to provide preschool services to ninety-five (95) students. The contractual amount of the agreement is $256,500.

Motion to Ratify a Memorandum of Understanding between Denver Public Schools and Mile High Montessori Early Learning Centers – The Board of Education will be asked to approve this agreement to provide preschool services to one hundred and three (103) students. The contractual amount of the agreement is $278,100.

Motion to Ratify a Professional Services Agreement between Denver Public Schools and Summer Scholars – The Board of Education will be asked to approve this agreement which will provide No Child Left Behind supplemental education services in reading and/or math to a total of 547 students at 8 elementary schools (Ashley, Fairmont, Gilpin, Hallet, Harrington, Mitchell, Smith and Swansea).

Motion to Ratify a Professional Services Agreement between Denver Public Schools and the GEO Foundation Education Services - The Board of Education will be asked to approve this agreement which will provide No Child Left Behind supplemental education services in reading and/or math to a total of 374 students at 5 elementary schools (Garden Place, Johnson, Knapp, Munroe and Oakland).
Motion to Ratify a Professional Services Agreement between Denver Public Schools and John Corcoran Foundation – The Board of Education will be asked to approve this agreement which will provide No Child Left Behind supplemental education services in reading and/or math to a 374 students at 5 elementary schools (Garden Place, Johnson, Knapp, Munroe and Oakland).

Motion to Ratify a Professional Services Agreement between Denver Public Schools and Advantage Tutoring Services - The Board of Education will be asked to approve this agreement which will provide No Child Left Behind supplemental education services in reading and/or math to a total of 269 students at 2 elementary schools (Ford and Gilpin).

Motion to Ratify a Professional Services Agreement between Denver Public Schools and A+ Grades Up – The Board of Education will be asked to approve the agreement with A+ Grades Up to provide supplemental tutorial services to 208 students in 2 elementary schools and 3 local Boy’s and Girl’s Clubs under No Child Left Behind.

Motion to Ratify a Professional Services Agreement between Denver Public Schools and WAH Capital, LLC dba Club Z! In-Home Tutoring – The Board of Education will be asked to approve the agreement to provide supplemental tutorial services to 346 students in 4 elementary schools, 2 middle schools and off-site in the homes of 112 students under No Child Left Behind.

Motion to Ratify a Professional Services Agreement between Denver Public Schools and Education Station – The Board of Education will be asked to approve this agreement to provide supplemental tutorial services to 767 students in 10 elementary schools under No Child Left Behind.

Motion to Ratify a Contract between Community Colleges and Occupational Education and DPS for the Carl Perkins Secondary Grant Funding – The Board of Education will be asked to approve this funding in order for Denver Public Schools to receive $947,345 to provide services to high school students enrolled in career and technical programs.

Motion to Ratify a Contract between Community Colleges and Occupational Education and DPS/Emily Griffith Opportunity School for the Carl Perkins Post - Secondary Grant Funding – The Board of Education will be asked to approve this funding in the amount of $433,792 to expand and enhance post-secondary career and technical education.

Motion to Ratify an Amendment between Office of Economic Development-Division of Workforce Development and Denver Public Schools/Emily Griffith Opportunity School – The Board of Education will be asked to approve this amendment in order to provide career and technical training to Temporary Assistant to Needy Family (TANF) participants. The amended amount to the contract is $90,142 for a total of $360,569.

Motion to Ratify a Contract between the City and County of Denver, Denver’s Great Kids Head Start, and the Denver Public Schools – The
Board of Education will be asked to approve this contract which will provide Head Start services for 255 students and their families in 15 classrooms in 11 schools. The contract and amendment for these services total $1,271,462 for the 2006-2007 school year.

Motion to Approved Issuing Purchase Orders to Dell Marketing LP – The Board of Education will be asked to approve this motion to replace and/or update enterprise servers, disk storage, management nodes and archive software for the Department of Technology Services totaling $1,522,279.25.

Motion to Approve Award of BD1160 to Corporate Express/Faison Office Products LLC – The Board of Education will be asked to approve this motion to award a contract to Corporate Express/Faison Office Products so that schools and departments can purchase office supplies as needed. The estimated annual contract value is $1,622,196.51.

Motion to Approve Award of BD1176 to Northern Colorado Paper, Colorado Sales, Ohio Valley Converting, Andrews Food Service, All American Poly and Saxet Marketing – The Board of Education will be asked to approve this motion to award contracts to the specified vendors so the Department of Food Services can purchase paper, plastic, foil and foam products for warehouse stock. The estimated six-month contract value with Northern Colorado Paper is $289,749.94.

Chief Financial Officer

Motion to Approve the Single Audit Report for the Year Ended June 30, 2006 - The Board of Education will be asked to approve the Single Audit Report for the Year Ended June 30, 2006, which presents for receipt, as required by federal law, the Single Audit Report for the Year Ended June 30, 2006.

Resolution to Approve First Amendment to Letter of Credit and Reimbursement Agreement – The Board of Education will be asked to approve the resolution to increase the current letter of credit amount and to allow extension for three additional years. The letter of credit is used to fund the District’s required TABOR emergency reserve.

Motion to Approve Amendment to the Denver Public Schools Retiree Health Benefit Trust Agreement – The Board of Education will be asked to approve the amendment to amend the agreement to include IRS preferred language in anticipation of Private Letter Ruling of the Trust’s tax exempt status.

Chief Operating Officer

Human Resources

Motion to Approve the Personnel Transaction Report – The Board of Education will be asked to approve the Personnel Transaction Report for December 2006 and January 2007, which contains information regarding employee activity such as appointments, resignations, and transfers.

* Items scheduled for action at this meeting are noted in italics
** Items for information only
Motion to Approve Revision to District Policy DFA - Investment and Cash Management – The Board of Education will be asked to approve the revisions to District Policy DFA – Investment and Cash Management to reflect statutory changes, the role of an investment advisor, and staff title changes.

OLD BUSINESS

Policy Review
Revision to Policy IJOC – School Volunteers and Service Providers – The Board of Education has been asked to review for 2nd reading revisions to District Policy IJOC to broaden the scope of the policy and align it with The Denver Plan. (Comments are invited at the Public Session and may also be delivered to the Board of Education Office, 900 Grant St., Room 105, Denver, Colorado 80203, faxed to 720-423-3216 or emailed to board@dpsk12.org. Comments must be received by February 2, 2007).

NEW BUSINESS**

Chief Academic Officer
Student Services
Expelled Students Reports - The Board of Education will review a report on the students who have been expelled during the past month.

ADJOURNMENT

PUBLIC COMMENT – 6:30 – 7:30 p.m.

WORK SESSION
7:30 p.m. – 8:30 p.m. Discussion of School Portfolio Project

PROPOSED EXECUTIVE SESSION
8:30 p.m. Discussions regarding retirement system and receipt of legal advise from counsel as authorized by C.R.S. § 24-6-402 (4)(b)(e).
I. **Call to Order – 5:00 p.m.**

Pledge of Allegiance

Roll Call

President Theresa Pena called the meeting to order at 5:00 p.m. The following Board of Education members were present: Ms. Jill Conrad, Mr. Bruce Hoyt, Mrs. Jeannie Kaplan, and Ms. Theresa Peña. Rev. Lucia Guzman arrived at 5:07 p.m.; Mrs. Michelle Moss arrived at 5:36 p.m.; Mr. Kevin Patterson arrived at 6:21 p.m.

**Farrell B. Howell Elementary School Choir**

Kevin Fletcher, Principal of Farrell B. Howell Elementary School teacher, introduced the choir.

II. **Board Member Reports**

**Colorado Association of Partners in Education (CAPE) Recognitions**

Mr. Hoyt introduced the following recipients of the 28th Annual Colorado Association of Partners in Education Volunteer of the Year Awards: Hogan & Hartson; Community Resources, Inc.; and Susan Renick. A copy of this resolution is appended to the minutes of this meeting.

**Recognition of Denver Public School Student Linda Castillo**

Rev. Guzman introduced Colonel Perry Roberts recognized Cadet Linda Castillo, Senior at the Denver Center for International Studies and member of the Junior Reserve Officers Training Corps, who is the recipient the Legion of Valor Award. A copy of this resolution is appended to the minutes of this meeting.

**English Language Acquisition Program Implementation Report**

Ms. Peña stated that every year in October the district is required to receive the English Language Acquisition Program report. A more comprehensive report will be finalized in December and will be presented at that time.
Manual High School Final Report

Members of the Manual Community Council Jorge Merida, Simone Williams, Charles Malek, and Angel Gutierrez presented the report. A copy of this report is appended to the minutes of this meeting.

Michael Bennet, Superintendent, expressed his gratitude to the members of the Council for all their work on this plan and their willingness to work past initial disagreements for Manual students. He said they are committed to finding an outstanding principal for Manual.

III. Superintendent’s Report

Mr. Bennet reported that Mayor John Hickenlooper and businessman Tim Marquez had recently joined him at South High School to announce the formation of the Denver Scholarship Foundation. Mr. Marquez and his wife contributed $50 million to start an endowment for the foundation. Students from Abraham Lincoln, Montbello, and South High Schools will participate in a pilot program to send graduating seniors to college.

Mr. Bennet announced that the district had received a $22.6 million five-year federal Grant, because of ProComp, to provide financial incentives to teachers and principals who improve student achievement in high-poverty schools, and to recruit effective teachers for those schools.

He noted that the Board is considering two drafts for the 2007-2008 traditional year calendar, presented by the district’s calendar committee. A press release will be sent out and to ask for feedback by December 15, 2006. Comments will be taken at the Board’s Public Comment Session on December 21, 2006. The Board will adopt the final calendar at their January 28, 2007, Regular Meeting.

Mr. Bennet said that for the first time since 2001 the district’s traditional and alternative schools, from ECE through twelfth grade, have not declined in enrollment. He introduced Ethan Hemming, Interim Manager, Planning, Research, and Innovation, to present the report on the October count. A copy of this report is appended to the minutes of this meeting.

He introduced Velma Rose, Chief Financial Officer, to present the report on the Comprehensive Annual Financial Report. Ms. Rose introduced auditors Neal Schilling, Senior Manager, and Mark Elmshauser, Partner, from Clifton Gunderson, LLP. A copy of this report is appended to the minutes of this meeting.
IV. Consent Agenda

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

Resolution to Deny the Colorado Agricultural and Natural Sciences High School Charter Application

Resolution to Approve the Denver Collegiate Academy Charter Application

Resolution to Deny the Ricardo Flores Magón Academy Charter Application

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

**Board of Education**

Minutes of October 19, 2006 – A copy is appended to the minutes of this meeting.

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

Motion to Adopt a Resolution Recognizing Hogan & Hartson, Community Resources Inc., and Susan Renick as the School District No. 1 Recipients of the 28th Annual Colorado Association of Partners in Education (CAPE) Volunteer of the Year Awards. This resolution expressed the Board’s appreciation to Hogan & Hartson, Community Resources, Inc., and Susan Renick for their dedication and inspiration to connect families, providing educational opportunities, and bringing the necessary resources to students and the community of Denver Public Schools. A copy of this resolution is appended to the minutes of this meeting.

Motion to Adopt a Resolution Recognizing Linda Castillo, Senior at the Denver Center for International Studies and Brigade Commander for the Denver Public Schools Reserve Officer Training Corps (JROTC) - This resolution honors Linda Castillo for being an outstanding DPS student and JROTC cadet and for receiving the Legion of Valor award. A copy of this resolution is appended to the minutes of this meeting.

Motion to Approve Agreement between DPS Foundation’s School Partners Program and Denver Public Schools - This motion requests approval of the school-based sponsorship agreements between the respective schools and business entities listed in the attached exhibit, and to authorize the Superintendent and his designee to finalize appropriate agreements with those business entities, including extension of rights to use Denver Public Schools or sponsored school logos for recognition or advertising purposes. A copy of this resolution is appended to the minutes of this meeting.
Finance and Audit Committee

Motion to Approve Award of Request for Proposal #BD1161 to Loomis Fargo – A copy of this motion, which will provide district-wide armored car service for a one-year period with an annual renewal option not to exceed three years, is appended to the minutes of this meeting.

CHIEF FINANCIAL OFFICER

Motion to Approve the Comprehensive Annual Financial Report for the Year Ended June 30, 2006 – A copy of this motion, approval of this report in order to comply with a reporting statutory deadline of November 30, 2006, is appended to the minutes of this meeting.

Motion to Approve an Amendment to the Trust Agreement for the Denver Public Schools Professional Compensation System for Teachers – A copy of this motion, approval of the amendment in order to comply with IRS Private Letter Ruling to ensure the tax exempt status of the trust, 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.

Policy Review

Motion to Approve Revised Policy ILBA – District Student Assessment – A copy of this motion, approval of revisions made to the policy in order to be consistent with the changes made to applicable laws, regulations, and rules; the revisions will address district staff expectations and behavior in an ethical manner with respect to assessment, is appended to the minutes of this meeting.

Motion to Approve Repealing/Reenacting Policy KF-R – Community Use of School Facilities – A copy of this motion to repeal and reenact this policy, in order to support the Denver Plan which will establish a more open, community-friendly, and less costly community use environment, is appended to the minutes of this meeting.

HELD CONSENT AGENDA ITEMS DISCUSSION

Resolution 3002 to Deny the Colorado Agricultural and Natural Sciences High School Charter Application
Rev. Guzman moved adoption of Resolution 3002. Ms. Conrad seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

Resolution 3003 to Approve the Denver Collegiate Academy Charter Application

Mr. Hoyt read Resolution 3003. Mrs. Kaplan said she has a number of concerns regarding the operation of this charter school. Rev. Guzman expressed concern regarding the number of conditions the district feels must be met by the school listed in the resolution. She said she could not support a charter school proposal that has not given a detailed report on professional development activities that would help all teachers meet their professional development needs. Based on her questions and concerns she will be voting against approval of this charter school. Ms. Conrad said she had had similar concerns but based on conversations and discussions she has had with staff members, she will vote to approve.

Mr. Hoyt moved adoption of Resolution 3003. Mr. Patterson seconded the motion. Voting “Aye,” Ms. Conrad, Mr. Hoyt, Mr. Patterson, and Ms. Peña. Voting “No,” Rev. Guzman, Mrs. Kaplan, and Mrs. Moss. The resolution passed. A copy of the resolution is attached to the minutes of this meeting.

Resolution 3004 to Deny the Ricardo Flores Magón Academy Charter Application

Ms. Conrad moved adoption of Resolution 3004. Mr. Hoyt seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

OLD BUSINESS

Revised Policy DFA – Investment and Cash Policy – Staff is recommending revisions to district Policy DFA to reflect statutory changes, the role of an investment advisor, and staff title changes. A copy of this policy is appended to the minutes of this meeting.

NEW BUSINESS

Early Childhood Education Tuition Fee Schedule – Staff is recommending an increase for tuition fees for preschool and full-day kindergarten. A copy of this report is appended to the minutes of this meeting.

Cheryl Caldwell, Director, Early Education Department, presented the report on the proposed tuition fee schedule.

Mrs. Moss expressed concern regarding the proposed increase and the effect it will have on district families.
Revised Policy IJOC – School Volunteers – Staff is recommending revisions to broaden the scope of the policy and align it with the Denver Plan. A copy of this policy is appended to the minutes of this meeting.

Andre Pettigrew, Chief Operating Officer, presented the report on the revised policy.

Ms. Peña adjourned the regular meeting at 6:59 p.m.

PUBLIC COMMENT SESSION – 6:59 P.M.

Northeast Montessori School

Monique Lovato, Honey Niehaus, and Marlene de la Rosa, parents, expressed their desire for a Montessori school in northeast Denver.

Support for Manual Renewal Process

Beverly Lumumba and Jorge Merida, members of the Northeast Community Congress for Education, spoke in support of the Manual renewal process and the proposal for Manual High School that was presented this evening.

DCTA

Kim Ursetta, President of the Denver Classroom Teachers Association (DCTA), addressed issues of time and reinforcing the urgency of working together on solutions. A copy of her comments is appended to the minutes of this meeting.

Ms. Peña adjourned the meeting at 7:31 p.m.

Jeanne S. Kaplan, Secretary
Board of Education
I. Call to Order – 1:00 p.m.

Roll Call

President Theresa Pena called the meeting to order at 1:02 p.m. The following Board of Education members were present by telephone: Rev. Lucia Guzman, Mr. Bruce Hoyt, Mrs. Jeannie Kaplan, Mrs. Michelle Moss, and Ms. Theresa Peña. Ms. Jill Conrad arrived by telephone at 1:05 p.m. Mr. Kevin Patterson was absent.

IV. Consent Agenda

Board of Education

Motion to Approve Resolution 3005 for the Certification of the 2006 General Fund and Bond Redemption Fund Mill Levies for Calendar Year 2007 Property Tax Collections

Staff recommends approval of Resolution 3005, the district is required by statute to certify to the City and County of Denver by no later than December 15, 2006, the Mill Levies for 2007 tax collections.

Velma Rose, Chief Financial Officer, presented the information.

Mr. Hoyt moved adoption of Resolution 3005. Mrs. Kaplan seconded the motion. The motion passed unanimously. A copy of this resolution is appended to the minutes of this meeting.

Ms. Peña adjourned the meeting at 1:09 p.m.

Jeanne S. Kaplan, Secretary
Board of Education
## DECEMBER 2006
### GIFT REPORT

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<td>Ashley Elementary School</td>
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$130,247.27

*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.*
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<td>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.</td>
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To: Michael Bennet, Superintendent

Through: Andre Pettigrew, Chief Operating Officer

From: Richard Cosgrove, Interim Executive Director, Facility Management

Date: December 8, 2006

Subject: Construction Contract
Denison ES, Knapp ES, Force ES, Sabin ES

The Board of Education is asked to approve the construction contract for facility upgrades at Denison ES, Knapp ES, Force ES and Sabin ES, and the firm of Tower 1 Construction be approved for the construction contract, and the amount of $2,544,850 be approved as the construction budget.

SUGGESTED MOTION

I MOVE THAT THE BOARD OF EDUCATION APPROVE THE CONSTRUCTION CONTRACT FOR DENISON ES, KNAPP ES, FORCE ES AND SABIN ES FOR FACILITY UPGRADES, AND THE FIRM OF TOWER 1 CONSTRUCTION BE APPROVED FOR THE CONSTRUCTION CONTRACT, AND THE AMOUNT OF $2,544,850 BE APPROVED AS THE CONSTRUCTION BUDGET. THIS MOTION IS SUBJECT TO THE RIGHT OF AGGRIEVED PARTIES TO PROTEST SUCH SELECTION IN ACCORDANCE WITH DENVER PUBLIC SCHOOLS PURCHASING PROCEDURES.
To Board of Education

Thru Michael Bennet, Superintendent
Andre Pettigrew, Chief Operating Officer

From Richard Cosgrove, Interim Executive Director, Facility Management
David Jorschumb, Interim Director, PPMT
Keith McQueen, Project Manager, PPMT

Date December 8, 2006

Subject Bid No. 25FM-309, Parent Project 3021

Scope of Procurement/Contract

Denison ES: Carpet & Tile Flooring; Masonry Repair; Exterior Paint; Repair Seals at Windows.
Knapp ES: Carpet & Tile Flooring; Built-up Roof; Exterior Paint; Boiler Controls; Hot Water Heater/Plumbing.
Force ES: Interior Paint; Built-up Roof; EPDM Roof; Masonry Repair; Exterior Paint; Replace Metal Windows.
Sabin ES: Interior Paint; Carpet & Tile Flooring; Built-up Roof; Masonry Repair; Exterior Paint; Replace Metal Windows; Replace Sidewalks.

Rationale for Procurement/Contract

2003 General Obligation Bond

Source of Funding

2003 General Obligation Bond
The original budget amount is $2,124,775 plus 10% contingency totaling $2,337,252.

Solicitation/Contracting Process
Solicitation was sent on 10/11/06.
Seven (7) general contractors were invited to bid.
Six (6) general contractors accepted the invitation, one (1) declined.
Six (6) general contractors attended the mandatory pre-bid conference on 11/8/06.
Three (3) general contractors submitted bids on 12/07/06.
Tower 1 Construction is the apparent low bidder.
The base bid was $1,920,000 which is $204,774 lower than the original budget. Ten (10) alternates totaling $393,500 were accepted. These alternates were included in the bid package to provide maximum flexibility to the district.

**Recommended Award**  
Tower 1 Construction  
Construction Contract amount including alternates $2,313,500 plus 10% contingency is $2,544,850

This recommendation was reviewed by the Finance and Audit Committee on 12/18/06.
25FM-309  Force, Sabin, Denison-Montessori, Knapp  
Parent 3021

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<td>Alternate 3</td>
<td>$36,000</td>
<td>$50,500</td>
<td>$41,700</td>
</tr>
<tr>
<td>Alternate 4</td>
<td>$36,000</td>
<td>$66,750</td>
<td>$57,200</td>
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<tr>
<td>Alternate 5</td>
<td>$5,059</td>
<td>$5,250</td>
<td>$5,600</td>
</tr>
<tr>
<td>Alternate 6</td>
<td>$9,000</td>
<td>$21,500</td>
<td>$36,900</td>
</tr>
<tr>
<td>Alternate 7</td>
<td>$31,500</td>
<td>$28,000</td>
<td>$32,600</td>
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<td>Alternate 8</td>
<td>$24,469</td>
<td>$42,500</td>
<td>$36,000</td>
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<td>Alternate 9</td>
<td>$18,225</td>
<td>$24,000</td>
<td>$21,300</td>
</tr>
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<td>Alternate 10</td>
<td>$24,750</td>
<td>$28,000</td>
<td>$14,300</td>
</tr>
<tr>
<td>Alternate 11</td>
<td>$14,459</td>
<td>$9,500</td>
<td>$8,400</td>
</tr>
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<td>Alternate 12</td>
<td>$20,250</td>
<td>$26,000</td>
<td>$15,200</td>
</tr>
<tr>
<td>Alternate 13</td>
<td>$12,921</td>
<td>$12,500</td>
<td>$11,300</td>
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<tr>
<td>Alternate 14</td>
<td>$25,614</td>
<td>$39,500</td>
<td>$36,700</td>
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</table>

<table>
<thead>
<tr>
<th>Total base bid</th>
<th>$2,100,300</th>
<th>$1,920,000</th>
<th>$2,176,000</th>
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<tbody>
<tr>
<td>Total of alt.</td>
<td>$286,054</td>
<td>$393,500</td>
<td>$349,400</td>
</tr>
<tr>
<td>1,2,3,4,6,7,8,9,10,12</td>
<td></td>
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</tr>
<tr>
<td>Grand Total</td>
<td>$2,386,354</td>
<td>$2,313,500</td>
<td>$2,525,400</td>
</tr>
</tbody>
</table>

Award the contract to Tower 1 Construction for the base bid plus alternates 1,2,3,4,6,7,8,9,10 & 12 totaling $2,313,500

Richard Cosgrove, Interim Executive Director, Facility Management
To: Michael Bennet, Superintendent
Through: Andre Pettigrew, Chief Operating Officer
From: Richard Cosgrove, Interim Executive Director, Facility Management
Date: December 8, 2006
Subject: Construction Contract
Brown ES, Columbian ES, Edison ES, Skinner MS

The Board of Education is asked to approve the construction contract for facility upgrades at Brown ES, Columbian ES, Edison ES and Skinner MS, and the firm of Brown Schrepfeman & Co. be approved for the construction contract, and the amount of $2,120,943 be approved as the construction budget.

**SUGGESTED MOTION**

I MOVE THAT THE BOARD OF EDUCATION APPROVE THE CONSTRUCTION CONTRACT FOR BROWN ES, COLUMBIAN ES, EDISON ES AND SKINNER MS FOR FACILITY UPGRADES, AND THE FIRM OF BROWN SCHREPFEMAN & CO. BE APPROVED FOR THE CONSTRUCTION CONTRACT, AND THE AMOUNT OF $2,120,943 BE APPROVED AS THE CONSTRUCTION BUDGET. THIS MOTION IS SUBJECT TO THE RIGHT OF AGGRIEVED PARTIES TO PROTEST SUCH SELECTION IN ACCORDANCE WITH DENVER PUBLIC SCHOOLS PURCHASING PROCEDURES.
Denver Public Schools
Interdepartmental Communication

To Board of Education

Thru Michael Bennet, Superintendent
Andre Pettigrew, Chief Operating Officer

From Richard Cosgrove, Interim Executive Director, Facility Management
David Jorschumb, Interim Director, PPMT
Carlos Gomez, Project Manager, PPMT

Date December 8, 2006

Subject Bid No. 25FM-308 – Parent Project 3080.
School Remodeling Parent Project 3080 – Brown, Columbian, Edison ES and Skinner MS

Scope of Procurement/Contract

Brown ES: ADA Upgrades, Elevator, Storage Shed, Roofing, Masonry, Exterior paint, Windows
Columbian ES: Roofing, Exterior Paint, Asphalt Playground, Sidewalks, Cooling Tower, Water treatment, Backflow
Edison ES: Interior paint, Carpet, Seamless flooring, Roofing, Masonry, Exterior Paint, Boilers, Backflow
Skinner MS: Roofing, Masonry

Rationale for Procurement/Contract

2003 General Obligation Bond

Source of Funding

2003 General Obligation Bond
The original budget amount is $1,775,597 plus 10% contingency totaling $1,953,157

Solicitation/Contracting Process

Solicitation was sent on 10/12/05
Eleven (11) general contractors were invited to bid.
Responses to invitations were due by the end of business 10/19/05
Six (6) general contractors accepted the invitation, five (5) declined.
Four (4) general contractors attended the mandatory pre-bid conference on 11/07/06.
Three (3) general contractors submitted bids on 12/07/06. Brown Schrepferman & Co. is the apparent low bidder. The base bid was $1,778,900 which is $3,303 over the original budget. 3 alternates totaling $149,230 were accepted. These alternates were included in the bid package to provide maximum flexibility to the district.

**Recommended Award**
Brown Schrepferman & Co.
Contract amount including alternates $1,928,130 plus 10% contingency is $2,120,943

This recommendation was reviewed by the Finance and Audit Committee on 12/18/06.
DENVER PUBLIC SCHOOLS
Interdepartmental Communication

Facility Management
Design Competition, Architect and
Schematic Design for Green Valley High School

To: Michael Bennet, Superintendent
Through: Andre Pettigrew, Chief Operating Officer
From: Richard Cosgrove, Interim Executive Director, Facility Management
Date: December 8, 2006
Subject: Design Competition, Architect and Schematic Design for Green Valley High School

The Board of Education is asked to approve the Design competition, Architect and Schematic Design for Green Valley High School

SUGGESTED MOTION

I MOVE THAT THE BOARD OF EDUCATION APPROVE THE FINAL CONSTRUCTION ADVISORY COMMITTEE REPORT AND THE FIRM OF THE DLR GROUP FOR THE DESIGN OF THE GREEN VALLEY RANCH HIGH SCHOOL. THIS MOTION IS SUBJECT TO THE RIGHT OF AGGRIEVED PARTIES TO PROTEST SUCH SELECTION IN ACCORDANCE WITH DENVER PUBLIC SCHOOLS PURCHASING PROCEDURES.
Denver Public Schools
Interdepartmental Communication

To Board of Education

Thru Michael Bennet, Superintendent
Andre Pettigrew, Chief Operation Officer

From Richard Cosgrove, P.E., Interim Executive Director, Facility Management
Susan Ouellette, Interim Director, Construction Services
Mark Guerrero, Architect / Project Manager, Construction Services

Date December 8, 2006

Subject Approval of the Final Design Competition Report for the Green Valley High School

Scope of Procurement/Contract

Final Design Competition Report and schematic design for the new Green Valley High School.

Rationale for Procurement/Contract

Student capacity needs.

Source of Funding

In June 2006 the Board of Education approved the use of 2003 General Obligation Bond (GOB) residual funds for design of a new high school in Green Valley. The Board of Education also approved the use of Capital Reserve Funds for this design if 2003 General Obligation Bond residual funds become unavailable due to unforeseen expenditures.

Solicitation/Contracting Process

Following approved Board of Education procedures, Denver Public Schools advertised for volunteers to serve as members of a design competition review committee in order to review, guide, and recommend selection of architects for a new high school in Green Valley. Facility Management, in coordination with the Foundation for Educational Excellence/Oakwood Homes and the Stapleton Foundation, selected committee members from the list of volunteers. This committee served in lieu of the traditional Construction Advisory Committee. This design committee’s final recommendation to the Board of Education for the Green Valley High School is the firm and schematic design of the DLR Group.

Recommendation

The final Design Competition Report and the schematic design and firm of the DLR Group be approved for Green Valley High School.

This recommendation was reviewed by the Finance and Audit Committee on December 18, 2006.
To: Michael Bennet, Superintendent
Through: Andre Pettigrew, Chief Operating Officer
From: Richard Cosgrove, Interim Executive Director, Facility Management
Date: December 8, 2006
Subject: Design Competition, Architect and Schematic Design for Stapleton High School

The Board of Education is asked to approve the Design competition, Architect and Schematic Design for Stapleton High School

**SUGGESTED MOTION**

I MOVE THAT THE BOARD OF EDUCATION APPROVE THE FINAL CONSTRUCTION ADVISORY COMMITTEE REPORT AND THE LUIS ACOSTA ARCHITECT FIRM FOR THE DESIGN OF STAPLETON HIGH SCHOOL. THIS MOTION IS SUBJECT TO THE RIGHT OF AGGRIEVED PARTIES TO PROTEST SUCH SELECTION IN ACCORDANCE WITH DENVER PUBLIC SCHOOLS PURCHASING PROCEDURES.
Denver Public Schools  
Interdepartmental Communication

To: Board of Education

Thru: Michael Bennet, Superintendent  
Andre Pettigrew, Chief Operation Officer

From: Richard Cosgrove, P.E., Interim Executive Director, Facility Management  
Susan Ouellette, Interim Director, Construction Services  
Mark Guerrero, Architect / Project Manager, Construction Services

Date: December 8, 2006

Subject: Approval of the Final Design Competition Report for the Stapleton High School

Scope of Procurement/Contract

Final Design Competition Report and schematic design for the new Stapleton High School.

Rationale for Procurement/Contract

Student capacity needs.

Source of Funding

Capital Reserve Funds for the design competition.

Solicitation/Contracting Process

Following approved Board of Education procedures, Denver Public Schools advertised for volunteers to serve as members of a design competition review committee in order to review, guide, and recommend selection of architects for a new high school in Stapleton. Facility Management, in coordination with the Foundation for Educational Excellence/Oakwood Homes and the Stapleton Foundation, selected committee members from the list of volunteers. This committee served in lieu of the traditional Construction Advisory Committee. This design committee’s final recommendation to the Board of Education for the Stapleton High School is the firm and schematic design of Louis Acosta Architects.

Recommendation

The final Design Competition Report and the schematic design and firm of Louis Acosta Architects be approved for Stapleton High School.

This recommendation was reviewed by the Finance and Audit Committee on December 18, 2006.
MOTION

I move that the Board of Education approves the IEE Services Agreement with The Piton Foundation and authorizes the President of the Board of Education to sign the Agreement on behalf of Denver Public Schools. The contract value is $344,873.00 and provides for a comprehensive range of services to Sabin International School, Bryant-Webster Dual Language ECE-8 School, El; DIA de Fairmont Dual Language Immersion Academy, Henry Middle School, John F. Kennedy High School, Lake Middle School, Mitchell Elementary School, and the Denver Center for International Studies.
To: Board of Education
Through: André Pettigrew, Chief Operating Officer
From: Michael Thomas, Director of Purchasing
Date: November 6, 2006
Subject: Procurement Approval Request #07-035 – Agreement with The Piton Foundation

Scope of Procurement
Purchase of a comprehensive range of services for the period July 1, 2006, to June 30, 2007, for nine schools: Sabin International School, Bryant-Webster Dual Language ECE-8 School, El DIA de Fairmont Dual Language Immersion Academy, Henry Middle School, John F. Kennedy High School, Lake Middle School, Mitchell Elementary School, and the Denver Center for International Studies.

Rationale for Procurement
To provide strategic planning and implementation of the strategic plan, coaching for teachers and principals, and community engagement, marketing and communications, with the desired result being a focused approach to improving student learning and achievement.

The Institute for Educational Equity (IEE), a program of The Piton Foundation, was chosen to provide these services based on a presentation of their services and briefings from IEE team members to the Chief Academic Officer and several Instructional Superintendents in regard to the services they are providing, and plan to continue to provide, to the specified schools.

Procurement Process
An IEE Services Agreement between The Piton Foundation and Denver Public Schools has been reviewed and approved as to form by Michael Hickman, Associate General Counsel.

Source of Funding
The contractual amount of the Agreement is $344,873.00. Expenditures will be paid from the Mill Levy Fund via the School Innovation Grant process.

Approval Request
The Board of Education is being asked to approve the Agreement and to authorize the President of the Board of Education to sign the Agreement on behalf of the District.

This agreement request will be reviewed by the Finance and Audit Committee on December 18, 2006.
MOTION

I move that the Board of Education approves the agreement with Hope Center and authorizes the President of the Board of Education to sign the Memorandum of Understanding on behalf of the Denver Public Schools. The contract value is $256,500.00 and provides for preschool services to ninety-five students during the 2006-2007 school year.
DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education
Through: André Pettigrew, Chief Operating Officer
From: Michael Thomas, Director of Purchasing
Date: December 7, 2006
Subject: Procurement Approval Request #07-036 – Agreement with Hope Center

Scope of Procurement
To provide preschool services to students during the 2006-2007 school year.

Rationale for Procurement
Denver Public Schools receives PPR dollars through the School Finance Act for the Colorado Preschool and Kindergarten Program (CPKP). The funding process requires the District to allocate part of its CPKP slots to community providers of preschool services based on a Request for Proposal (RFP).

The Colorado Preschool and Kindergarten Advisory Council, charged under state law to oversee implementation of the program in each district, proposes the process to issue the RFP and assists with recommending selected sites to the District. As the result of the RFP, Hope Center was awarded a contract to serve 95 preschool students.

Procurement Process
A Memorandum of Understanding between Denver Public Schools and Hope Center was prepared and has been reviewed and approved as to form by Michael Hickman, Associate General Counsel.

Source of Funding
The contractual amount of the Agreement is $256,500.00. Expenditures will be paid from CPKP funds.

Approval Request
The Board of Education is being asked to approve the agreement and to authorize the President of the Board of Education to sign the Memorandum of Understanding on behalf of the District.

This agreement request will be reviewed by the Finance and Audit Committee on December 18, 2006.

Iz
MOTION

I move that the Board of Education approves the agreement with Mile High Montessori Early Learning Centers and authorizes the President of the Board of Education to sign the Memorandum of Understanding on behalf of the Denver Public Schools. The contract value is $278,100.00 and provides for preschool services to 103 students during the 2006-2007 school year.
DENVER PUBLIC SCHOOLS  
Interdepartmental Communication

To: Board of Education  
Through: André Pettigrew, Chief Operating Officer  
From: Michael Thomas, Director of Purchasing  
Date: December 7, 2006  
Subject: Procurement Approval Request #07-037 – Agreement with Mile High Montessori Early Learning Centers

Scope of Procurement  
To provide preschool services to students during the 2006-2007 school year.

Rationale for Procurement  
Denver Public Schools receives PPR dollars through the School Finance Act for the Colorado Preschool and Kindergarten Program (CPKP). The funding process requires the District to allocate part of its CPKP slots to community providers of preschool services based on a Request for Proposal (RFP).

The Colorado Preschool and Kindergarten Advisory Council, charged under state law to oversee implementation of the program in each district, proposes the process to issue the RFP and assists with recommending selected sites to the District. As the result of the RFP, Mile High Montessori Early Learning Centers was awarded a contract to serve 103 preschool students.

Procurement Process  
A Memorandum of Understanding between Denver Public Schools and Mile High Montessori Early Learning Centers was prepared and has been reviewed and approved as to form by Michael Hickman, Associate General Counsel.

Source of Funding  
The contractual amount of the Agreement is $278,100.00. Expenditures will be paid from CPKP funds.

Approval Request  
The Board of Education is being asked to approve the agreement and to authorize the President of the Board of Education to sign the Memorandum of Understanding on behalf of the District.

This agreement request will be reviewed by the Finance and Audit Committee on December 18, 2006.

Iz
DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Walter Kramarz, Deputy General Counsel

From: Janet Raban, Manager of Supplemental Educational Services

Date: December 18, 2006

Subject: Professional Services Agreements with Advantage Tutoring Services,
GEO Foundation Educational Services, John Corcoran Foundation and
Summer Scholars

Scope of Procurement
Contract agreements with providers for tutoring services under No Child Left Behind

Rationale for Procurement
Under the federally mandated program “No Child Left Behind,” the District is obligated to contract
with Supplemental Educational Service (SES) providers who have been approved by the
Colorado Department of Education (CDE). These providers submit an RFP to CDE in hopes of
being approved to tutor students in schools that are on their second or more years of
“improvement” and only those students who are in those schools and are economically
disadvantaged (as determined by their Free/Reduced Lunch status) are eligible for tutoring
services. The District has 32 elementary schools, 12 middle schools and 4 high schools that
qualify for SES.

The funds that support this program come from a required Title I set-aside. Each child is assigned
$1,440 worth of tutoring, the amount of which is determined by CDE. 20,000 students district-
wide are eligible for said services, informational packets are sent to their parents/guardians each
fall and families may choose any program they feel best fits the needs of their child(ren). Some
providers are located at the school sites while others are off-site at a local facility. The families do
not receive the monies directly. The District is the custodian of those funds. Providers invoice the
District and are paid based on their hourly rate and on the student’s attendance.

Source of Funding
Expenditures will be paid from required Title I set aside.

Procurement Process
Providers invoice the District, Title I verifies the charges based on student attendance which is
entered by the provider in CDE’s OMNI system, invoices are then forwarded to accounts payable
for payment.

Approval Request
Approval is being requested to pay the providers listed above a sum over the period of the
contract, not to exceed $387,360, $277,920, $538,560 and $787,680 respectively for a grand total
of $1,991,520.
The contracts you are considering today are for on-site services at 17 elementary schools and one middle school. The names of the providers, the schools, the number of students being served at each location and the total fee per site are listed in the tables below.

### Advantage Tutoring Services

**SITE/SERVICE MATRIX**

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford Elementary School</td>
<td>251</td>
<td>$361,440</td>
</tr>
<tr>
<td>Gilpin Elementary School</td>
<td>18</td>
<td>$25,920</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>269</strong></td>
<td><strong>$387,360</strong></td>
</tr>
</tbody>
</table>

### GEO Foundation Educational Services

**SITE/SERVICE MATRIX**

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Castro Elementary School</td>
<td>81</td>
<td>$116,640</td>
</tr>
<tr>
<td>Kepner Middle School</td>
<td>42</td>
<td>$60,480</td>
</tr>
<tr>
<td>Schenck Elementary School</td>
<td>70</td>
<td>$100,800</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>193</strong></td>
<td><strong>$277,920</strong></td>
</tr>
</tbody>
</table>

### John Corcoran Foundation

**SITE/SERVICE MATRIX**

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garden Place Elementary School</td>
<td>44</td>
<td>$63,360</td>
</tr>
<tr>
<td>Johnson Elementary School</td>
<td>104</td>
<td>$149,760</td>
</tr>
<tr>
<td>Knapp Elementary School</td>
<td>56</td>
<td>$80,640</td>
</tr>
<tr>
<td>Munroe Elementary School</td>
<td>79</td>
<td>$113,760</td>
</tr>
<tr>
<td>Oakland Elementary School</td>
<td>91</td>
<td>$131,040</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>374</strong></td>
<td><strong>$538,560</strong></td>
</tr>
</tbody>
</table>
## Summer Scholars

### SITE/SERVICE MATRIX

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Elementary School</td>
<td>118</td>
<td>$169,920</td>
</tr>
<tr>
<td>Fairmont Elementary School</td>
<td>62</td>
<td>$89,280</td>
</tr>
<tr>
<td>Gilpin Elementary School</td>
<td>16</td>
<td>$23,040</td>
</tr>
<tr>
<td>Hallett Elementary School</td>
<td>24</td>
<td>$34,560</td>
</tr>
<tr>
<td>Harrington Elementary School</td>
<td>46</td>
<td>$66,240</td>
</tr>
<tr>
<td>Mitchell Elementary School</td>
<td>69</td>
<td>$99,360</td>
</tr>
<tr>
<td>Smith Elementary School</td>
<td>118</td>
<td>$169,920</td>
</tr>
<tr>
<td>Swansea Elementary School</td>
<td>94</td>
<td>$135,360</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>547</strong></td>
<td><strong>$787,680</strong></td>
</tr>
</tbody>
</table>

Attached are program descriptions as they appear in the “Supplemental Service Provider Booklet” Title I sends home to each family. The descriptions include: the location of services, the grade levels served, whether the service providers tutor in reading or math or both, the type of tutoring they offer (one-to-one, small group, large group, etc.), the length of each session, the number of sessions per seek, the length of the program in weeks, the total number of hours of service, the type of feedback provided to families and, where applicable, the diverse services offered.
Advantage Tutoring Services

Contact: Janelle Borrego
Address: P.O. Box 10483, Albuquerque, NM 87184
Phone: (866) 305-3700
E-mail: janelle.borrego@advtutor.com
Website: www.info@advtutor.com

Program Description:
Advantage Tutoring Services (ATS) is the right choice to help your child improve in reading and math. You can be confident that ATS works. Students average over a full year’s progress during the tutoring period, and some make much more! Your child will receive high-quality, individualized instruction from an experienced teacher in a small group setting. Tutoring is based on all 6 components of reading and 5 components of math. Tutors use proven strategies to help your child learn reading and math skills needed to do well in school. All tutors go through training to make sure they have the ability and knowledge to help your child. Students receive a minimum of 2 hours of tutoring each week. Parents and tutors decide together on the tutoring schedule and location. Parents receive ongoing information about the progress of their children.

Location of Service

Fairview Elementary  Ford Elementary  Gilpin Elementary
2715 W 11th Ave  14500 Maxwell Pl  2949 California St

Grade levels served: K-12th grade
Reading and/or Math: Reading OR Math

If service is not at the student’s school, is transportation provided? No transportation provided

Type of Instructor Certification: Tutors have a teaching license or college degree.
Additional program training in components of reading and math.

Minimum number of students needed: No minimum
Maximum number of students per site: No maximum
Individual or small group instruction: Individual
GEO Foundation Educational Services

Contact: David Johnson  
Address: 2540 N. Capitol Avenue, Suite 101, Indianapolis, IN 46208  
Phone: (303) 322-0242  
E-mail: dfjohnson@geofoundation.org

Program Description:

GEO Foundation Educational Services offer a self-paced tutoring program for all eligible students. We use a computer-based software program called A+ny Where Learning System. Each child is assessed on their first visit and work at their independent grade levels. Tutoring is offered Monday through Thursday from 4-7 p.m. Our teachers are licensed and certified. On average, our students have improved their math and reading scores by more than 50% during one 9-week session; an average increase of half a grade level every nine weeks.

Location of Service

Castro Elementary School  Kepner Middle School  Schenck Elementary  
845 S Lowell Blvd  911 S Hazel Ct  1300 S Lowell Blvd

Grade levels served: K-12th grade  
Reading and/or Math: Reading OR Math  
Reading and Math

If service is not at the student’s school, is transportation provided? No transportation provided
**John Corcoran Foundation**

Contact: Marianne Arling  
Address: 2002 North Drive, Pueblo, 81008  
Phone: (719) 544-2347  
E-mail: dmarling@coyotenet.net

**Program Description:**

John Corcoran was a student who couldn’t read when he was in school, although he was very bright. He learned to read only after he was 40 years old. Now, he wants to help students who have the same problems he had. This program helps students who are reading below their grade level. Well-trained tutors will use materials that are just right for each student and enjoyable to use— including worksheet games and computer programs. Students will be pre-tested and post-tested to make sure that their reading improves significantly.

**Location of Service**

<table>
<thead>
<tr>
<th>Garden Place Elementary School</th>
<th>Johnson Elementary School</th>
<th>Knapp Elementary School</th>
<th>Munroe Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>4425 Lincoln St</td>
<td>1850 S. Irving St</td>
<td>500 S Utica St</td>
<td>3440 W Virginia Ave</td>
</tr>
<tr>
<td>Oakland Elementary School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4580 Dearborn St</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grade levels served:**  
K-12th grade

**Reading and/or Math:**  
Reading and Math

**If service is not at the student's school, is transportation provided?**  
No transportation provided

**Type of Instructor Certification:**  
John Corcoran Literacy Tutor Certificate

**Minimum number of students needed:**  
20

**Maximum number of students per site:**  
No maximum

**Individual or small group instruction:**  
Individual Small Group

**Recommended length of each tutoring session:**  
1-1 1/4 hours

**Recommended number of sessions per week:**  
3-4

**Recommended length of the program:**  
45 hours

**Reporting to parents/school:**  
Progress reports will be provided to parents and schools at midterm and end of the program. Reports will be provided in the language of the home.

**Description of diverse services available:**  
Multisensory reading instructional methods will be used for special needs. Spanish. Bilingual tutors work with program.
Summer Scholars

Contact: Anne Byrne
Address: 3401 Quebec Street, #5010., Denver, 80207
Phone: (303) 355-0290
E-mail: abyrne@summerscholars.org;jamip@summerscholars.org

Program Description:

Summer Scholars gives reading lessons in the summer and after-school to children from schools in Denver. Services are provided at the school in small groups. Summer Scholars has worked with schools for 10 years and has been successful in improving reading skills.

Location of Service

<table>
<thead>
<tr>
<th>School Name</th>
<th>Address</th>
<th>School Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Elementary School</td>
<td>1914 Syracuse St</td>
<td>Fairmont Elementary School</td>
<td>520 W 3rd Ave</td>
</tr>
<tr>
<td>Harrington Elementary School</td>
<td>2401 E 37th Ave</td>
<td>Gilpin Elementary School</td>
<td>2949 California St</td>
</tr>
<tr>
<td>Harrington Elementary School</td>
<td>2401 E 37th Ave</td>
<td>Hallett Elementary School</td>
<td>2950 Jasmine St</td>
</tr>
<tr>
<td>Mitchell Elementary School</td>
<td>4580 Dearborn St</td>
<td>Mitchell Elementary School</td>
<td>3590 Jasmine St</td>
</tr>
<tr>
<td>Smith Elementary School</td>
<td>2949 California St</td>
<td>Smith Elementary School</td>
<td>3590 Jasmine St</td>
</tr>
<tr>
<td>Swansea Elementary School</td>
<td>4650 Columbine St</td>
<td>Swansea Elementary School</td>
<td>4650 Columbine St</td>
</tr>
</tbody>
</table>

Grade levels served: K-5th grade

Reading and/or Math:
Reading or Math

If service is not at the student's school, is transportation provided? No transportation provided

Type of Instructor Certification:
Teacher licensure, Summer Scholars training

Minimum number of students needed: 18
Maximum number of students per site: 108
Individual or small group instruction: Individual Small Group

Recommended length of each tutoring
After school: 2 hours; Summer: 3 hours

Recommended number of sessions per week:
After school: 2; Summer: 5

Recommended length of the program:
After school: 23 weeks; Summer: 6 weeks

Reporting to parents/school:
Family visits: One per summer or after-school session; Newsletter: One per summer or after-school session; Ongoing as needed.

Description of diverse services available:
Summer Scholars will serve English language learners and students with mild disabilities.
MOTION

I move that the Board of Education ratify the approval of the Professional Services Agreements with Advantage Tutoring Services, GEO Foundation Educational Services, John Corcoran Foundation and Summer Scholars to provide supplemental tutorial services to 1,383 students in 18 elementary and middle schools under No Child Left Behind.
DENVER PUBLIC SCHOOLS  
Interdepartmental Communication

To: Board of Education

Through: Walter Kramarz, Deputy General Counsel

From: Janet Raban, Manager of Supplemental Educational Services

Date: January 11, 2007

Subject: Professional Services Agreements with A+ Grades Up

Scope of Procurement
Contract agreement with the provider for tutoring services under No Child Left Behind beginning November 1, 2006, expiring June 30, 2007.

Rationale for Procurement
Under the federally mandated program “No Child Left Behind,” the District is obligated to contract with Supplemental Educational Service (SES) providers who have been approved by the Colorado Department of Education (CDE). These providers submit an RFP to CDE in hopes of being approved to tutor students in schools that are on their second or more years of “improvement” and only those students who are in those schools and are economically disadvantaged (as determined by their Free/Reduced Lunch status) are eligible for tutoring services. The District has 32 elementary schools, 12 middle schools and 4 high schools that qualify for SES.

The funds that support this program come from a required Title I set-aside. Each child is assigned $1,440 worth of tutoring, the amount of which is determined by CDE. 20,000 students district-wide are eligible for said services, informational packets are sent to their parents/guardians each fall and families may choose any program they feel best fits the needs of their child(ren). Some providers are located at the school sites while others are off-site at a local facility. The families do not receive the monies directly. The District is the custodian of those funds. Providers invoice the District and are paid based on their hourly rate and on the student’s attendance.

Source of Funding
Expenditures will be paid from required Title I set aside.

Procurement Process
Providers invoice the District, Title I verifies the charges based on student attendance which is entered by the provider in CDE’s OMNI system, invoices are then forwarded to accounts payable for payment.

Approval Request
Approval is being requested to pay the provider listed above a sum over the period of the contract, not to exceed $299,520.

The contract you are considering today is for on-site services at 2 elementary schools and 3 local Boy’s & Girl’s Clubs. The name of the provider, the schools, the number of students being served at each location and the total fee per site are listed in the tables below.
EXHIBIT C

A+ Grades Up

SITE/SERVICE MATRIX

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boy’s &amp; Girl’s Club 3325 W. 16th Ave.</td>
<td>6</td>
<td>$8,640</td>
</tr>
<tr>
<td>Boy’s &amp; Girl’s Club 3480 W. Kentucky Ave.</td>
<td>8</td>
<td>$11,520</td>
</tr>
<tr>
<td>Boy’s &amp; Girl’s Club 808 Inca St.</td>
<td>6</td>
<td>$8,640</td>
</tr>
<tr>
<td>Godsman Elementary School</td>
<td>90</td>
<td>$129,600</td>
</tr>
<tr>
<td>Schenck Elementary School</td>
<td>98</td>
<td>$141,120</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>208</strong></td>
<td><strong>$299,520</strong></td>
</tr>
</tbody>
</table>

Attached is the program description as it appears in the “Supplemental Service Provider Booklet” Title I sends home to each family. The description includes: the location of services, the grade levels served, whether the service provider tutors in reading or math or both, the type of tutoring they offer (one-to-one, small group, large group, etc.), the length of each session, the number of sessions per week, the length of the program in weeks, the total number of hours of service, the type of feedback provided to families and, where applicable, the diverse services offered.

**MOTION**

I move that the Board of Education ratify the approval of the Professional Services Agreement with A+ Grades Up to provide supplemental tutorial services to 208 students in 2 elementary schools and 3 local Boy’s & Girl’s Clubs under No Child Left Behind.
A+ Grades Up

Contact: Lou Zollars
Address: 445 S. Clovercrest Lane, San Ramon, CA 94506
Phone: (303) 913-3777
E-mail: lou@grades-up.com

Program Description:
Grades Up is a tutoring organization dedicated to providing individualized academic skills instruction, in reading, language arts or math, to students in grades K-12. The program is research based and taught by state certified teachers. Diagnostic testing is administered at the beginning and conclusion of each student's program. As the child progresses through the program, their progress is reviewed after each lesson and appropriate adjustments are made to the lesson plans, thus allowing instruction to be tailored to a student's individualized learning style. The program allows us to determine when a student has achieved mastery of a particular skill level.

Location of Service

Boys & Girls Club       Boys & Girls Club       Boys & Girls Club       Godsman Elementary
3325 W. 16th Ave        3480 W. Kentucky Ave    808 Inca St            2120 W Arkansas Ave
Schenck Elementary
1300 S Lowell Blvd

Grade levels served: K-12th grade
Reading and/or Math: Reading OR Math Reading and Math
If service is not at the student's school, is transportation provided? No transportation provided

Type of Instructor Certification: Certified teachers

Minimum number of students needed: 5
Maximum number of students per site: No maximum
Individual or small group instruction: Individual Small Group
Recommended length of each tutoring 60-90 minutes
Recommended number of sessions per week: 2
Recommended length of the program: 30 hours
Reporting to parents/school: Written progress reports every 15 sessions, phone calls and/or face to face meetings as needed.

Description of diverse services available: ELL and students with disabilities
DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education
Through: Walter Kramarz, Deputy General Counsel
From: Janet Raban, Manager of Supplemental Educational Services
Date: January 11, 2007
Subject: Professional Services Agreements with WAH Capital, LLC dba Club Z! In-Home Tutoring

Scope of Procurement
Contract agreement with the provider for tutoring services under No Child Left Behind beginning November 1, 2006, expiring June 30, 2007.

Rationale for Procurement
Under the federally mandated program “No Child Left Behind,” the District is obligated to contract with Supplemental Educational Service (SES) providers who have been approved by the Colorado Department of Education (CDE). These providers submit an RFP to CDE in hopes of being approved to tutor students in schools that are on their second or more years of “improvement” and only those students who are in those schools and are economically disadvantaged (as determined by their Free/Reduced Lunch status) are eligible for tutoring services. The District has 32 elementary schools, 12 middle schools and 4 high schools that qualify for SES.

The funds that support this program come from a required Title I set-aside. Each child is assigned $1,440 worth of tutoring, the amount of which is determined by CDE. 20,000 students district-wide are eligible for said services. Informational packets are sent to their parents/guardians each fall and families may choose any program they feel best fits the needs of their child(ren). Some providers are located at the school sites while others are off-site at a local facility. The families do not receive the monies directly. The District is the custodian of those funds. Providers invoice the District and are paid based on their hourly rate and on the student’s attendance.

Source of Funding
Expenditures will be paid from required Title I set aside.

Procurement Process
Providers invoice the District, Title I verifies the charges based on student attendance which is entered by the provider in CDE’s OMNI system, invoices are then forwarded to accounts payable for payment.

Approval Request
Approval is being requested to pay the provider listed above a sum over the period of the contract, not to exceed $498,240.

The contract you are considering today is for on-site services at 4 elementary schools, 2 middle schools and off-site in the homes of 112 students. The name of the provider, the schools, the number of students being served at each location and the total fee per site are listed in the tables below.
EXHIBIT C
WAH Capital, LLC
SITE/SERVICE MATRIX

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>In the student’s home</td>
<td>112</td>
<td>$161,280</td>
</tr>
<tr>
<td>Garden Place Elementary School</td>
<td>34</td>
<td>$48,960</td>
</tr>
<tr>
<td>Hallett Elementary School</td>
<td>21</td>
<td>$30,240</td>
</tr>
<tr>
<td>Harrington Elementary School</td>
<td>31</td>
<td>$44,640</td>
</tr>
<tr>
<td>Hill Middle School</td>
<td>45</td>
<td>$64,800</td>
</tr>
<tr>
<td>Mitchell Elementary School</td>
<td>43</td>
<td>$61,920</td>
</tr>
<tr>
<td>Place Middle School</td>
<td>60</td>
<td>$86,400</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>346</strong></td>
<td><strong>$498,240</strong></td>
</tr>
</tbody>
</table>

Attached is the program description as it appears in the “Supplemental Service Provider Booklet” Title I sends home to each family. The description includes: the location of services, the grade levels served, whether the service provider tutors in reading or math or both, the type of tutoring they offer (one-to-one, small group, large group, etc.), the length of each session, the number of sessions per week, the length of the program in weeks, the total number of hours of service, the type of feedback provided to families and, where applicable, the diverse services offered.

MOTION

I move that the Board of Education ratify the approval of the Professional Services Agreement with WAH Capital, LLC to provide supplemental tutorial services to 346 students in 4 elementary schools, 2 middle schools and off-site in the homes of 112 students under No Child Left Behind.
Club Z! In-Home Tutoring Service

Contact: Leslie Berlinberg  
Address:  
Phone: (303) 972-9914  
E-mail: clubzsjeff@msn.com  
Website: www.clubztutoring.com

**Program Description:**
Club Z! is the world's largest one-on-one in home tutoring company. Our tutors can come straight to your home or a convenient public facility so parents/guardians do not have to worry about transportation. Club Z! provides tutoring in reading and mathematics. If your student selects the Club Z! program, they will get the individual attention they deserve. Club Z! has a program model to fit any student's education need. On average, students who complete the Club Z! program will see a grade level equivalency increase of one grade level in both reading and math.

**Location of Service**
In student's home
Del Pueblo Elementary School  
750 Galapago St  
Hill Middle School  
451 Clermont St  
Place Middle School  
7125 Cherry Creek North Dr
Garden Place Elementary School  
4425 Lincoln St  
Mitchell Elementary School  
1350 E 33rd Ave
Hallett Elementary School  
2950 Jasmine St  
Harrington Elementary School  
2401 E 37th Ave
Hallett Elementary School  
2950 Jasmine St
Harrington Elementary School  
2401 E 37th Ave

**Grade levels served:**
K-12 grade

**Reading and/or Math:**
Reading  
OR  
Math  
Reading and Math

**If service is not at the student's school, is transportation provided?**
Tutoring in student's home

**Type of Instructor Certification:**
State certified teachers or degreed professionals

**Minimum number of students needed:**
1

**Maximum number of students per site:**
No Maximum

**Individual or small group instruction:**
Individual  
Small Group

**Recommended length of each tutoring:**
1 hour

**Recommended number of sessions per week:**
2-3

**Recommended length of the program:**
4 months

**Reporting to parents/school:**
Verbal and written progress report immediately following every tutoring

**Description of diverse services available:**
Bilingual and learning disabilities tutoring available
DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education
Through: Walter Kramarz, Deputy General Counsel
From: Janet Raban, Manager of Supplemental Educational Services
Date: January 11, 2007
Subject: Professional Services Agreements with Education Station

Scope of Procurement
Contract agreement with the provider for tutoring services under No Child Left Behind beginning November 1, 2006, expiring June 30, 2007.

Rationale for Procurement
Under the federally mandated program “No Child Left Behind,” the District is obligated to contract with Supplemental Educational Service (SES) providers who have been approved by the Colorado Department of Education (CDE). These providers submit an RFP to CDE in hopes of being approved to tutor students in schools that are on their second or more years of “improvement” and only those students who are in those schools and are economically disadvantaged (as determined by their Free/Reduced Lunch status) are eligible for tutoring services. The District has 32 elementary schools, 12 middle schools and 4 high schools that qualify for SES.

The funds that support this program come from a required Title I set-aside. Each child is assigned $1,440 worth of tutoring, the amount of which is determined by CDE. 20,000 students district-wide are eligible for said services, informational packets are sent to their parents/guardians each fall and families may choose any program they feel best fits the needs of their child(ren). Some providers are located at the school sites while others are off-site at a local facility. The families do not receive the monies directly. The District is the custodian of those funds. Providers invoice the District and are paid based on their hourly rate and on the student’s attendance.

Source of Funding
Expenditures will be paid from required Title I set aside.

Procurement Process
Providers invoice the District, Title I verifies the charges based on student attendance which is entered by the provider in CDE’s OMNI system, invoices are then forwarded to accounts payable for payment.

Approval Request
Approval is being requested to pay the provider listed above a sum over the period of the contract, not to exceed $1,104,480.

The contract you are considering today is for on-site services at 10 elementary schools. The name of the provider, the schools, the number of students being served at each location and the total fee per site are listed in the tables below.
EXHIBIT C

Education Station

SITE/SERVICE MATRIX

<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amesse Elementary School</td>
<td>134</td>
<td>$192,960</td>
</tr>
<tr>
<td>Ashley Elementary School</td>
<td>25</td>
<td>$36,000</td>
</tr>
<tr>
<td>Cheltenham Elementary School</td>
<td>112</td>
<td>$161,280</td>
</tr>
<tr>
<td>College View Elementary School</td>
<td>62</td>
<td>$89,280</td>
</tr>
<tr>
<td>Cowell Elementary School</td>
<td>65</td>
<td>$93,600</td>
</tr>
<tr>
<td>Doull Elementary School</td>
<td>67</td>
<td>$96,480</td>
</tr>
<tr>
<td>Force Elementary School</td>
<td>78</td>
<td>$112,320</td>
</tr>
<tr>
<td>Goldrick Elementary School</td>
<td>86</td>
<td>$123,840</td>
</tr>
<tr>
<td>Greenlee Elementary School</td>
<td>97</td>
<td>$139,680</td>
</tr>
<tr>
<td>Stedman Elementary School</td>
<td>41</td>
<td>$59,040</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>767</strong></td>
<td><strong>$1,104,480</strong></td>
</tr>
</tbody>
</table>

Attached is the program description as it appears in the “Supplemental Service Provider Booklet” Title I sends home to each family. The description includes: the location of services, the grade levels served, whether the service provider tutors in reading or math or both, the type of tutoring they offer (one-to-one, small group, large group, etc.), the length of each session, the number of sessions per week, the length of the program in weeks, the total number of hours of service, the type of feedback provided to families and, where applicable, the diverse services offered.

MOTION

I move that the Board of Education ratify the approval of the Professional Services Agreement with Education Station to provide supplemental tutorial services to 767 students in 10 elementary schools under No Child Left Behind.
Education Station

Contact: Julie Greer
Address: 1001 Fleet Street, Baltimore, MD 21202
Phone: (720) 560-0102
E-mail: Julie.Greer@educate.com
Website: www.edstation.net

Program Description:
Education Station provides small group direct instruction to students. Education Station's reading or math instruction is available for students in grades 1-12. The programs are generally delivered at school sites, after the regular school day. Most students will receive 2 or more, 60-90 minute instructional sessions each week. Small groups consist of a targeted student:teacher ratio of 10:1. Education Station's research-based programs deliver results by targeting each student's skill gaps. Instruction is aligned to Colorado's state standards for reading and math instruction. Education Station's supplemental education services program will help your child become a better reading and math student.

Location of Service

Amesse Elementary School  Cheltenham Elementary School  College View Elementary  Cowell Elementary School
5440 Scraton St  1580 Julian St  2675 S Decatur St  4540 W 10th Ave
Doull Elementary School  Force Elementary School  Goldrick Elementary School  Greenlee Elementary School
2520 S. Utica St  1550 S Wolff St  1050 S Zuni St  1150 Lipan St
Stedman Elementary School  Ashley Elementary  1914 Syracuse St.
2940 Dexter St

Grade levels served: K-12th grade
Reading and/or Math: Reading OR Math
If service is not at the student's school, is transportation provided? No transportation provided

Type of Instructor Certification:
Teaching Certificate

Minimum number of students needed: 40-50 students per site
Maximum number of students per site: No maximum
Individual or small group instruction: Individual Small Group
Recommended length of each tutoring: 60-90 minutes
Recommended number of sessions per week: 2 or more session(s) per week
Recommended length of the program: 20-40 hours
Reporting to parents/school:
Education Station staff contact parents at least twice in the duration of the program via instructor/parent conferences, open houses, telephone calls, letters and sharing student plans. School districts are provided beginning and end of program reports.

Description of diverse services available:
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of November 2006 (the “Effective Date”) by and between SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER (hereinafter referred to as the “District”) and Education Station (of the Knowledge Learning Center School Partnerships) (hereinafter referred to as the “Provider”).

WHEREAS, the District desires to obtain instructional services that fulfill the requirements of Section 1116, subsection (e) of the No Child Left Behind Act of 2001, entitled “Supplemental Educational Services;” and

WHEREAS, Provider provides instructional services that meet the requirements of Section 1116, subsection (e) of the No Child Left Behind Act of 2001, entitled “Supplemental Educational Services;”

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1 TERM

1.1 The term of this Agreement (the “Term”) shall commence on the Effective Date and terminate on June 30, 2007 unless earlier terminated in accordance with Section 7 hereof.

1.2 The Term of this Agreement may be further extended in writing by mutual agreement in the form attached hereto as Exhibit A.

2 DESCRIPTION OF PROFESSIONAL SERVICES

The Program

2.1 Upon the terms and conditions set forth herein, Provider shall provide an instructional program in Reading and/or Math (hereinafter referred to as the “Program”) as determined by students’ needs and program availability. The Program shall be provided during the Term of this Agreement by qualified staff which, the Program more completely described in attached Exhibit B.

2.2 The projected sites for program implementation are listed in attached Exhibit C: Site/Service Matrix. Provider reserves the right to close a center for lack of enrollment or open new centers to meet demands.

2.3 Provider shall test each student prior to placement in and during the Provider instructional program, utilizing standard Provider assessment instruments and a Provider diagnostic assessment model. The results of the initial assessments will be provided to the District. Provider will also establish a timetable for improving student achievement at this time.

2.4 It is the responsibility of the Provider and the District, in consultation with the parents, to develop an individual student plan for each student who receives SES.
To ensure that each student participating in SES receives services required to improve academic achievement, this plan must include a:

2.4.1 Statement of specific achievement goals for the student;

2.4.2 Description of how the student’s progress will be measured; and

2.4.3 Timetable for improving student achievement.

2.5 Provider shall be prepared to provide all instructional services as described herein.

2.6 Students shall be placed in the instructional groups of 6-12 students each as determined by the results of Provider assessments.

2.7 Students will be scheduled to attend the Program 2-4 hours per week. A student schedule will be jointly developed by a Provider Manager and the Principal or his designee. This plan will provide the necessary structure to ensure that students have the opportunity to attend the Program on a fixed schedule to receive 35 hours of instruction and assessment.

**Reporting**

2.8 Provider will notify parents and the student’s teacher(s) of each student’s progress as follows:

2.8.1 Student learning plans/progress reports will be made available in writing to the student’s parent and teacher(s) at the beginning of the Program and at the end of the Program. Written reports will be in a format and to the extent practicable, a language that parents can understand. Furthermore, progress reports will be made available verbally as part of in-person conferences between Provider, the student’s parent and the student’s teacher(s).

2.8.2 Provider will conduct a final assessment of each student that completes his/her instructional program. Results of this assessment will be shared with students and their parents as the final Program service. Furthermore, the results will be shared with the district as part of an end-of-program report that summarizes performance of all students served by Provider.

2.9 For the purpose of Program evaluation, Provider shall include the performance of only those students who have received at least the number of hours of instruction and assessment as described in 2.6 above.

**3 PROVIDER RESPONSIBILITIES**

3.1 Provider shall assure that participation in religious or faith-based activities not be an implicit or explicit condition for inclusion in the tutorial program. Further, the participants shall not be directly or indirectly coerced to participate in any ancillary faith-based activities.
3.2 Provider shall assure that all instruction and content are secular, neutral and non-ideological.

3.3 Provider shall “assure all individuals who will interact with students are fingerprinted and background checked pursuant to Colorado Department of Education (CDE) licensure procedures” (as found at the CDE website www.cde.state.co.us/index_license.htm) and shall submit a list of said individuals to District prior to the commencement of services.

Without limitation, the Provider hereby acknowledges and certifies that no employee of the Provider, and no subcontractor/subcontractor employee (collectively, "Agent") rendering services at any time under this agreement has been convicted of a criminal offense in Colorado or in any other State involving:

i. the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor, or any crime involving exploitation of minors, including but not limited to child pornography offenses;

ii. any crime of violence; or

iii. any crime involving theft.

"Convicted" includes imposition of suspended or deferred sentences or judgments, and entry of "nolo contendere" pleas.

The Provider further acknowledges and certifies that it understands that allowing any Agent to provide services or enter onto the District's property if such Agent has been convicted of such a crime constitutes a material breach of this agreement and may also result in imposition on the Provider of additional criminal or civil liabilities under Colorado law.

The Provider shall upon the District’s request provide documentation acceptable to the District evidencing that no Agent providing services or entering onto the District's property in connection with this agreement has been convicted of any of the above-referenced crimes.

3.4 Provider shall establish an on-site program, including the provision of all program-related equipment and materials identified by the District that meets the requirements for service delivery as described herein.

3.5 Provider shall provide a project manager to work with the District to coordinate the Program implementation, facilitate relations with schools and function as a general point of contact for all matters regarding the Program.

3.6 Provider shall commence providing services on or before November 27, 2006 or approximately four (4) weeks from the close of the enrollment period.

3.7 Provider shall manage all facets of the Program including the provision of ongoing training and support for Program Teachers.
3.8 Provider shall provide informational meetings/presentations for parents of Provider students and School Principals.

3.9 Provider shall provide parent-teacher conferences.

3.10 Provider shall provide instructional program updates to all Program personnel.

3.11 Provider shall provide periodic reviews of the Program quality.

4 DISTRICT RESPONSIBILITIES

Project Management

4.1 The District shall provide a project manager to work with Provider to coordinate program implementation, facilitate relations with schools and function as a general point of contact for all matters regarding the Program.

4.2 The District shall actively support teacher recruitment for the Program by notifying potential applicants of open positions per the District’s standard recruitment process.

4.3 The District and the Schools shall provide Provider with a list of students to be enrolled in the Program prior to commencement of services. In addition to the name of each student, the list shall include, grade, school, and official student identification number.

4.4 In order to facilitate clear and effective evaluations of the Program the District shall authorize the release of all relevant individual student data to Provider. The District shall provide background information on the District test such as but not limited to, technical manuals, teacher guidebooks, test objectives and item alignments.

4.5 District’s representatives, and the project manager, shall meet with Provider’s representatives at regular intervals during the term of this Agreement.

4.6 The District shall provide and pay for security at all times during program operation.

4.7 The District shall provide and pay for janitorial services during program operation.

Facilities

4.8 If the District permits Provider to operate the Program within District schools, the District shall provide appropriate facilities at those sites for Program delivery.

Parental Notification and Student Enrollment

4.9 In order for Provider to adequately plan for service delivery, the District shall, in
the period following dissemination of parental notice and prior to commencement of service delivery, report to Provider, the number of students that have selected Provider’s services.

4.10 District shall make available to Provider all contact information for parents of students enrolled in Provider’s program. This information shall remain confidential and will be used by Provider solely for delivering information to parents regarding service delivery, maximization of student participation, and notification of parents regarding student progress. The provider ensures that it will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the permission of the student’s parents.

4.11 Provider shall notify District, in writing, of a request for additional student information (besides that mentioned in 4.10 above). Said document shall contain an explanation of what information is requested, of the reason why and of how it will be used. The requested information will be released at the discretion of District.

4.12 A student is considered enrolled in Provider’s program when Provider is notified by the District or school in writing of the student’s enrollment status, name, student ID number, grade, and parent/guardian’s contact information including name and phone number.

4.13 Provider may register eligible students in cooperation with the District for its program in addition to those that register directly with the District. Provider understands that final determination of student eligibility will be the responsibility of the District. If there are not enough spaces to serve all the students who select the Provider, the District will select students to receive services giving priority to the lowest-achieving eligible children.

4.14 If, at the end of the enrollment period preceding initiation of service delivery, District does not meet the minimum student participation, as determined by Provider, then Provider shall not be obligated to deliver services.

4.15 Notwithstanding the District’s obligations to notify and enroll students in the Program, Provider reserves the right to engage in community outreach activities, prior to the registration deadline, designed to increase the number of participants in the Program.

5 FUNDING, FEES, BILLING AND PAYMENT

5.1 For Providers who charge one standard fee per student, they will deliver the Program, as described herein, in its entirety to the District and in return, District shall pay to Provider a fee of $55.39 per hour, up to a maximum of $1,440 per student (the “Fee”) for each student that enrolls in the program. Provider shall submit to District monthly invoices itemized by name and school of student, service provided, actual number of hours for which services were provided to said student, and total amount owed. Such invoices shall be submitted within thirty (30) days of the rendering of services. In addition, payment for the services shall
take into account provisions addressing missed sessions, as mutually agreed upon by the District and the Provider.

6 STUDENT RECORDS

6.1 Student Records ("Provider Student Records" for the purpose of this Agreement) shall constitute all Provider tests, attendance records and student diagnostic summaries. Provider shall maintain the confidentiality of all students’ records in compliance with applicable federal and state laws.

6.2 For each invoice submitted to the District, Provider shall submit monthly records of student attendance to the Colorado Department of Education (CDE) through OMNI’s attendance tracking system. The invoice should include the provider’s hourly rate and the total number of hours of service per month. The district will only honor those invoices that match the number of hours recorded in the OMNI attendance tracking system as of the date that OMNI provides such data to the District.

6.3 Provider’s records shall be used as proof that services have been delivered, if such proof is requested by the District.

7 BREACH AND TERMINATION

7.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least twenty to thirty (20-30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

7.2 In the event either party elects to terminate this Agreement, pursuant to Section 7.1 above, Provider shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Provider in connection with such termination. If adequate notice is not provided in accordance with Section 7.1, Provider shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

8 INSURANCE

8.1 Provider maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage as will protect it from claims under Worker’s Compensation Acts and also such insurance as will protect it and the District from
any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Provider or by any subcontractor or anyone directly or indirectly employed by any of them.

8.2 The District will not include the Provider as an insured under any policy the District has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy.

8.3 No later than seven days after execution of this Agreement, the Provider shall provide the District with certificates of insurance evidencing each of the types and amounts specified below:

i. Standard Workers’ Compensation coverage as required by Colorado law.

ii. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than One Million Dollars ($1,000,000.00) for injuries sustained by any one person and Two Million Dollars ($2,000,000.00) for injuries sustained by two or more persons in any one accident, and One Million Dollars ($1,000,000.00) for each occurrence of property damage.

iii. Automobile Liability insurance in those instances where the Provider uses an automobile, regardless of ownership, for the performance of Services. The Provider shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than $100,000 per individual and $250,000 per occurrence of bodily injury and property damage.

Insurance coverage shall not be reduced below the limits described above or canceled without the District’s written approval of such reduction or cancellation.

8.4 The Provider shall require that any of its agents and subcontractors who enter upon the District’s premises shall maintain like insurance. Certificates of such insurance shall be provided to the District upon request.

8.5 With regard to all insurance, such insurance shall: (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) not be canceled without thirty (30) days prior written notice to the District.

8.5.1 The Provider understands and agrees that the District makes no representation, pledge, promise or to indemnify anyone for any claim, cause of action, loss, judgment, demand, or suit at law or equity for any misconduct, negligent act or occurrence that may arise directly or indirectly against the Provider under this Agreement.
8.5.2 The Provider understands and agrees that no term or condition, expressed or implied, shall operate as a waiver of any immunity, right or benefit or protection the District may have under Colorado’s Governmental Immunity Act.

8.5.3 The Provider agrees to indemnify, defend and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought by a third party against the District or its employees, representatives, or agents, which arises directly from any negligent act or omission of the Provider, and/or its employees, subcontractors, or agents in the performance of their respective obligations under this agreement (A “Claim”). Furthermore, to the maximum extent permitted by law, the Provider will defend the District from any Claim and will indemnify the District against any liability for any Employee Benefits due to the Provider and/or any of its employees under applicable law imposed on the District; and the Provider will reimburse the District for any award, judgment or fine against the District based on the position the Provider and/or any of its employees who provides any services due to the Provider’s negligent acts, errors or omissions, to the District related to this Agreement was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability.

9 NOTICES

9.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

9.2 Until changed by notice in the manner specified above the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:    FOR PROVIDER:
Janet A. Raban, Ph.D.    Marcy Suntken, President
1330 Fox St., 2nd fl., so.    1001 Fleet Street
Denver, CO 80204     Baltimore, MD 21202
720-423-8050      410-843-8000

10 MISCELLANEOUS

10.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or...
events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

10.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to or shall attempt to bind or commit the other party for any purpose except as expressly provided herein. The Provider is retained only for the purposes and to the extent set forth in this Agreement and shall at all times have the status of an Independent Provider. The Provider expressly agrees that, as an independent contractor, neither the Provider nor any of its employees, subcontractors or agents is entitled to any employee benefits from the District, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance or worker's compensation insurance (collectively, "Employee Benefits") unless provided by the Provider or some other entity. The Provider is obligated to pay federal and state income tax on any moneys paid by the District under this Agreement. To the maximum extent permitted by law; the Provider waives all claims against the District for any Employee Benefits.

10.3 Applicable Law. The Provider will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, employees' citizenship, withholdings, pensions, reports, and record keeping.

The Provider certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Provider represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Provider shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Provider fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Provider shall be liable for actual and consequential damages to the District.

The Provider, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq.,
and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

10.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.5 **Non-discrimination.** Provider shall not discriminate on the basis of race, creed, color, sex, age, national origin, religion, ancestry, sexual orientation, marital status, citizenship status, or any other legally protected category in identification of participants, in employment practices or in access to services provided under this agreement.

10.6 **No Waiver.** No failure on the part of either party to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof written or oral are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.8 **Number and Gender.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

10.9 **Binding Effect.** This Agreement will be binding upon the parties hereto and their respective successors and assigns.

10.10 **Confidential Information.** The District maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The District's trade secrets and other proprietary and confidential information includes the whole or any portion or phase of any of the following: student records, employee records, procedures, improvements, confidential business or financial information, other information relating to any the District's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information"). Due to the value of the District's Confidential Information and the consequences if it is disclosed, taken or misused for any reason, the District seeks by this Agreement to protect the District's Confidential Information and any other confidential information the Provider acquires as a result of the Provider's provision of services to the District. The Provider recognizes and respects the value of the District's Confidential Information.
Information. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Provider therefore agrees that:

a. All notes, data, reference materials, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

b. At all times while this Agreement is in effect, the Provider will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Provider acquires or has access to because of its provision of services;

c. At all times while this Agreement is in effect, the Provider will not use or seek to use any of the District's Confidential Information for the Provider's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;

d. On the District's request or on termination of this Agreement, the Provider will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Provider's possession or control that contain any of the District's Confidential Information;

e. After termination of this Agreement, the Provider will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and

f. The Provider will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The parties agree this provision is intended to express the District's rights and the Providers' duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law.

In addition, the Provider’s obligation regarding the Provider's preservation and return of the District's Confidential Information and will continue in force indefinitely, both during and after the time during which the Provider may provide services to the District. The Provider will cause each of its employees, subcontractors or agents who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

ATTEST:

________________________________________
____________________________ “DISTRICT”

By: _________________________________
    _________________________________

Title: ________________________________
   ___ Title: __________________________

Date: ________________________________
    Date: ______________________________

Sworn And Subscribed To Before Me

by

this ______ day of __________, 20__.

Witness My Hand And Official Seal

My Commission Expires:

____________

By:

__________________________
    Notary Public
ATTEST: _______________________________ “PROVIDER”

By: ____________________________________ By:

______________________________________

Date: ______________________________ Date:

______________________________________

Sworn And Subscribed To Before Me

by

__________

this ______ day of ____________, 20____.

Witness My Hand And Official Seal

My Commission Expires:

____________

By:

____________ Notary Public

THIS FORM MUST BE COMPLETED IN FULL, SUBMITTED TO THE DISTRICT’S PURCHASING DEPARTMENT, AND APPROVED AND EXECUTED BY THE BOARD OF EDUCATION’S DULY AUTHORIZED DESIGNEE PRIOR TO THE COMMENCEMENT OF THE PROVIDER’S PROVISION OF SERVICES. THE DISTRICT SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE PROVIDER PRIOR TO SAID APPROVAL.
EXHIBIT A

Amendment to the Professional Services Agreement
Between
SCHOOL DISTRICT NO. 1 OF THE CITY AND COUNTY OF DENVER
AND
____________________________________

“(Provider)” and School District No. 1 of the City and County of Denver (“District”) hereby amend its Agreement of _________________, ________.

The components of the Amendment are as follows:

1. Extend the term of the original Agreement for _____ years through ________________, ________.
2. Adjust the Fee to $______________ per student.
3. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have signed this Amendment to the Professional Services Agreement on the _____ day of ________________________, 200__.

ATTEST: _______________________________________

____________________________ (“District”)

____________________________

(Witness)

ATTEST: ______________________________________

____________________________ (“Provider”)

By: ________________________________

By: ________________________________
<table>
<thead>
<tr>
<th>Name of Site</th>
<th>Number of Students per Site</th>
<th>Fee per Site not to exceed $1,440 per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amesse Elementary School</td>
<td>134</td>
<td>$192,960</td>
</tr>
<tr>
<td>Ashley Elementary School</td>
<td>25</td>
<td>$36,000</td>
</tr>
<tr>
<td>Cheltenham Elementary School</td>
<td>112</td>
<td>$161,280</td>
</tr>
<tr>
<td>College View Elementary School</td>
<td>62</td>
<td>$89,280</td>
</tr>
<tr>
<td>Cowell Elementary School</td>
<td>65</td>
<td>$93,600</td>
</tr>
<tr>
<td>Doull Elementary School</td>
<td>67</td>
<td>$96,480</td>
</tr>
<tr>
<td>Force Elementary School</td>
<td>78</td>
<td>$112,320</td>
</tr>
<tr>
<td>Goldrick Elementary School</td>
<td>86</td>
<td>$123,840</td>
</tr>
<tr>
<td>Greenlee Elementary School</td>
<td>97</td>
<td>$139,680</td>
</tr>
<tr>
<td>Stedman Elementary School</td>
<td>41</td>
<td>$59,040</td>
</tr>
<tr>
<td><strong>Total: not to exceed</strong></td>
<td><strong>767</strong></td>
<td><strong>$1,104,480</strong></td>
</tr>
</tbody>
</table>
TO: Michael Bennet, Superintendent

FROM: Velma A. Rose, Chief Financial Officer

DATE: January 8, 2007

SUBJECT: Contract with Community Colleges and Occupational Education

The Board of Education is asked to approve / ratify a contract between the Community Colleges and Occupational Education and the Denver Public Schools for $947,345, by which federal funds would be granted for Emily Griffith Opportunity Schools to provide Carl D. Perkins Vocational Educational Act programs. The contract term is for the period July 1, 2006 thru June 30, 2007.

MOTION

I move that the Board of Education approve/ratify the contract with Community Colleges and Occupational Education to receive $947,345 in federal funding and provide Carl D. Perkins Vocational Educational Act programs.
COLORADO COMMUNITY COLLEGE SYSTEM
9101 East Lowry Boulevard
Denver, Colorado 80230-6011
Telephone: (303) 620-4000

GRANT RECIPIENT AGREEMENT

This agreement dated this 16th day of October, 2006 is entered into between the State of Colorado by the State Board for Community Colleges and Occupational Education (“State Board”) and Denver 1 - Denver (“Contractor”).

Recitals

1. The State Board administers the Carl D. Perkins Vocational Education Act, (“the Act”) P.L. 105-332, within the guidelines of the Education Department General Administrative Regulations (EDGAR) and the CCCS Administrator’s Handbook.

2. The State Board is distributing available funds to eligible recipients under the Act through a Request for Proposal (RFP) process, basic grant formulas established by the Act, and basic grant and other application processes established by the State Board.

3. Denver 1 - Denver is an eligible recipient and has been approved for receipt of one or more of such funds.

4. These funds can be used for costs incurred between July 1, 2006 and June 30, 2007.

The parties agree as follows:

I. Contract documents include the Colorado Community College System Request for Proposal(s) (RFP’s) (if applicable), the Financial Reporting Form, local plan, concept papers or other applications for the grants listed below:

<table>
<thead>
<tr>
<th>Grant Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Secondary Non-Reserved</td>
<td>$807,345</td>
</tr>
<tr>
<td>7.1 Pre-Engineering</td>
<td>$30,000</td>
</tr>
<tr>
<td>7.1 Alternative Energy Technology</td>
<td>$30,000</td>
</tr>
<tr>
<td>7.1 Tech Skills-Creative Arts</td>
<td>$40,000</td>
</tr>
<tr>
<td>7.1 Virtual Business Learning</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

II. State Board shall pay Contractor an amount not to exceed $947,345 for performing required services in accordance with the contract documents. The following pages specify important components of this contract.

III. Allowability:

a) Contractor expenditures submitted to CCCS for reimbursement must be for appropriate purposes and in accordance with provisions of contract documents. Contractor is required to maintain adequate records to provide full disclosure of grant expenditures. Such records include purchase orders, invoices, payroll records, time and service function records in support of payroll, bid solicitation, contracts and checks issued. These source documents must demonstrate appropriate signatures or systems of strong internal controls.

b) Perkins funding for CTSO activities is restricted to leadership activities, not
competitive events.

c) Contractor must include the following documentation when submitting requests and transaction details for reimbursement of Perkins expenditures to CCCS:

<table>
<thead>
<tr>
<th>Type of Expenditure</th>
<th>Documents required from Secondary Recipients</th>
<th>Documents required from Postsecondary Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and/or Wages</td>
<td>Copy of Payroll Register documenting personnel paid from the grant unless transaction details lists payees by name</td>
<td>Copy of Payroll Register documenting personnel paid from the grant unless transaction details lists payees by name</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>Certification of current fiscal year’s negotiated indirect rate (CDE website)</td>
<td>Certification of current fiscal year’s negotiated indirect rate</td>
</tr>
<tr>
<td>Others</td>
<td>For each transaction of $1,000 or more, copies of either invoice(s) and purchase order(s) OR Copies of invoice(s) and purchase requisition(s)</td>
<td>For each transaction of $5,000 or more, copies of either invoice(s) and purchase order(s) OR Copies of invoice(s) and purchase requisition(s)</td>
</tr>
</tbody>
</table>

CCCS reserves the right to request additional documentation if deemed necessary.

d) For expenditures that are funded by Perkins, recipients cannot claim reimbursement for those same expenditures from other sources of funding.

IV. Contractor agrees to perform any additional project assurances noted below:

a) All Perkins federal fund budget change requests must be received by CCCS no later than May 1 of the current fiscal year.

b) All Perkins recipients must abide by the Federal Assurances as provided with Perkins grant guidelines.

c) All Perkins recipients must report accurate VE-135 enrollment and follow-up data by the data reporting deadlines.

V. Termination – State Board may terminate part or all of this contract at any time if it believes Contractor is not performing services in an appropriate manner, or if Contractor has failed to remedy deficiencies after a 30-day written notice from State Board staff. Contractor will be entitled to be paid for services performed prior to the date of termination.

VI. Copyright and Distribution

a. All of the items prepared for or submitted to State by Contractor under this Agreement shall belong exclusively to State and shall be deemed to be works made for hire. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, Contractor hereby assigns to State the ownership of copyright in the deliverable items and State shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable items. Contractor agrees to give State or its designees all assistance reasonably required to perfect such rights.

b. To the extent that any pre-existing material are contained in the items, Contractor grants to State an irrevocable, non-exclusive, worldwide, royalty-free license to (1) Use, execute, reproduce, display, perform, distribute (internally or externally) copies
of, and prepare derivative works based upon, such pre-existing materials and
derivative works thereof; and (2) Authorize other to do any, some or all of the
foregoing.

c. No license or right is granted to Contractor either expressly or by implication,
estoppel or otherwise to publish, reproduce, prepare derivative works based upon,
distribute copies of, publicly display, or perform, any of such items, except pre-
extisting materials of Contractor, either during or after the term of this Agreement.

VII. Colorado special provisions are attached hereto and are incorporated herein by reference.

VIII. Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the
undersigned, to any person for influencing or attempting to influence an officer or
employee of any agency, a Member of Congress, an officer or employee of Congress,
or an employee of a member of Congress in connection with the awarding of any
federal contract, the making of any federal grant, the making of any federal loan, the
entering into of any cooperative agreement, the extension, continuation, renewal,
amendment, or modification of any federal contract, grant, loan, or cooperative
agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to
any person for influencing or attempting to influence an officer or employee of an
agency, a member of Congress, an officer or employee of Congress, or an employee
of a member of Congress in connection with this federal contract, grant, loan, or
cooperative agreement, the undersigned shall complete and submit Standard Form-
LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the
award documents for all sub-awards at all tiers (including subcontracts, sub-grants,
and contracts under grants, loans, and cooperative agreements) and that all sub-
recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed
when this transaction was made or entered into. Submission of this certification is a
prerequisite for making or entering into this transaction imposed by section 1352, Title
31, U.S. Code. Any person who fails to file the required certification shall be subject to a
civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

IX. Audit Compliance

The sub-recipient of federal financial assistance hereby agrees to the following audit
requirements in accordance with the Single Audit Act (OMB Circular A-133):

to permit, as a condition of receiving federal funds under this contract, an independent
auditor of the State or local government to have access to the sub-recipient’s records and
financial statements as necessary to comply with the Single Audit Act.
to arrange for an annual financial and compliance audit in accordance with OMB Circular A-133 if the sub-recipient received over $500,000 of federal financial assistance during a given fiscal year. The $500,000 includes federal funds received directly from a federal agency or indirectly through a state or local government agency.

X. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Subpart E – Excluded Parties List System. Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. Records Management

The sub-recipient will maintain all fiscal records and related grant documentation for five years following the close of the fiscal year.

XII. Subcontracting

The Contractor shall not subcontract the performance of any part of its duties under this Contract except in accordance with the terms of this Contract or with the prior written consent of the CCCS approving the sub-recipient.

XIII. Equipment

Equipment purchases are only for student use in approved vocational education programs. All equipment must be accounted for through an established property management system. The information to be maintained should at least include a description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and any ultimate disposition data including, the date of disposal and sales price or method used to determine current fair market value.

Note: Prior written approval for equipment that is $5,000 per unit or more must be obtained from CCCS before purchasing. Equipment that has an estimated per unit cost of $5,000 or more will be classified in the Equipment Category and less than $5,000 will be classified in books/other on the budget form.

Equipment to be purchased under a Tech Prep grant, Title II funds, must have prior written approval from the Tech Prep Coordinator.
SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

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 for the parties, 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 or hereafter amended.

INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREBIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

CHOICE OF LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated
SPECIAL PROVISIONS

herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

SOFTWARE PIRACY PROHIBITION Governor’s Executive Order D 002-00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

APPROVALS:

STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION (SBCCOE):

[Signature]
Linda Bowman, Ph. D.
Vice President For Academic and Student Affairs

STATE CONTROLLER:

Marilyn Golden
Vice President for Administration and Finance

CONTRACTOR (GRANT RECIPIENT):

Signature of Authorized Officer
(Person authorized to enter into contracts on behalf of recipient)

Print Authorized Officer’s Name

Print Authorized Officer’s Title

Print Address

Print City, State and Zip
CARL PERKINS GRANT RECIPIENT AGREEMENT ADDENDUM

The Grant Recipient Agreement entered into between the State of Colorado by the State Board for Community Colleges and Occupational Education ("State Board") and the Contractor will only be considered as complete upon receipt of the Contractor's most recent OMB A-133 Single Audit Report. This document must be returned with the signed originals of the documents in the Grant Award packet.

If the Contractor is not required to arrange for an annual financial and compliance audit in accordance with the OMB Circular A-133, this certification form must be signed and returned with the signed originals of the other documents in the Grant Award packet.

CERTIFICATION OF EXEMPTION FROM OMB A-133 SINGLE AUDIT REPORTS

As the individual who has authority to sign contracts on behalf of my district/institution, I hereby certify that our district/institution is not required to arrange for an annual financial and compliance audit in accordance with the OMB Circular A-133.

Signature Date Typed or Printed Name and Title

As the individual who has fiscal recording responsibilities at my district/institution, I hereby concur with the above certification that our district/institution is not required to arrange for an annual financial and compliance audit in accordance with the OMB Circular A-133.

Signature Date Typed or Printed Name and Title

This signed original "Certification of Exemption From OMB A-133 Single Audit Reports" OR a copy of your most recent Single Audit Report must be returned with the Grant Recipient Agreement and other Award Packet documents.
ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE


The applicant or recipient (hereinafter applicant) provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans and contracts (except contracts of insurance or guaranty), property, discounts, other Federal financial assistance from the United States Department of Education (Department), or funds made available through the Department. This assurance applies to all Federal financial assistance from or funds made available through the Department, including any that an applicant may seek in the future.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance.
2. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
5. If applicable, the Boy Scouts of America Equal Access Act of 2001, 20 U.S.C. 7905, which requires equal access for the Boy Scouts of America and other designated youth groups to meet at public schools. This law applies to any public elementary school, public secondary school, local educational agency, or State educational agency that has a designated open forum or limited public forum and that receives funds made available through the Department.
6. All regulations, guidelines, and standards lawfully adopted under the above statutes by the Department.

The applicant agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal financial assistance from or funds made available through the Department, and that it is binding upon the applicant, its successors, transferees, and assigns for the period during which this assurance or these funds are provided. The applicant further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits are not discriminating in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that this assurance or these funds can be terminated and the applicant denied the right to receive further assistance or funds. The applicant also understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of the Assurance or seek other appropriate judicial relief.

The person or persons whose signature(s) appear(s) below is/are authorized to commit the applicant to the above provisions.

Authorized Official(s)

Title of Authorized Official(s)

Name of Institution or Agency

Street

City, State, Zip Code

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1870-0503. The time required to complete this information collection is estimated to average 20 minutes per response, including the time to review instructions and complete the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, D.C. 20202-4651. If you have comments or concerns regarding the status of your individual submission of this form, write directly to: U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, DC 20202-1100.
### COLORADO COMMUNITY COLLEGE SYSTEM

#### FINANCIAL REPORTING FORM

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<th>ID NUMBER</th>
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<th>LEVEL</th>
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<th>EQUIPMENT COST</th>
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<th>FEDERAL SUPPORT</th>
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<td>26,118.00</td>
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<td>$40,000.00</td>
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</tbody>
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**RECIPIENT TOTAL**  

$947,345.00

I agree these figures reflect our latest budget submittal(s).

(If cells under Instructor Cost, Equipment Cost, Books/Other and total are all 0.00, I understand that my budget estimate is incomplete and not yet approved.)

Initial here to acknowledge before returning: __________

PLEASE RETURN THE ORIGINAL (GREY) SIGNED CARL PERKINS FINAL FINANCIAL REPORTING SIGNATURE FORM AND THIS ORIGINAL (BUFF) INITIALED DATA REPORTING FORM.

THANK YOU
CARL PERKINS
FINANCIAL REPORTING

I. STATUS. Estimate XX Actual/Final ______ Fiscal Year 2007

II. CONTRACT. The following language applies to all pages of this document:
(A) Colorado State Board for Community Colleges and Occupational Education - (Hereinafter known as the State).

(B) Institution - (Hereinafter known as the Contractor): Code 1601815 Date ______

Institution/District Name Denver 1 - Denver Phone # ______

To the extent authorized by law the Contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any action or omission by the contractor, or its employees, agents, subcontractors, or assignees in connection with the performance of this contract.

III. ASSURANCE. The programs/projects identified on this form represent programs/projects described on the approval documents on file with CCCS. Signing below will certify the Contractor has met the following criteria: 1. All related costs submitted for reimbursement for this fiscal year are compliant with the applicable Grant Recipient Agreement. 2. Career and Technical Education instructors of funded programs have and maintain credentialing appropriate to their funded program.

CONTRACTOR (ELIGIBLE RECIPIENT) Please check the box next to signature to indicate who has authority to sign contracts on behalf of your district/institution:

Preparer’s Signature □ Signature Date Typed or Printed Name and Title

Reviewer’s Signature □ Signature Date Typed or Printed Name and Title

College Controller (Required for Postsecondary Only) □ Signature Date Typed or Printed Name

IV. CCCS APPROVAL:

Vice President For Academic and Student Affairs Signature Date Linda Bowman, Ph.D. Typed Name

Vice President For Administration and Finance Signature Date Marilyn Golden Typed Name

Colorado Community College System (CCCS)
9101 E. Lowry Blvd., Denver, CO 80230-6011. Phone (303) 620-4000
DENVER PUBLIC SCHOOLS

Report to:
Denver Board of Education

GRANT AWARDS: $250,000 or GREATER

This report contains:
Post-Secondary Carl Perkins Grant

Submitted by:
Emily Griffith Opportunity School
Dee Wood
720-423-4772

On
January 11, 2007
RECOMMENDED MOTION

It is recommended that the Board of Education approve the acceptance of the grant award as described in the attached summary and that the Superintendent be directed to submit all necessary documents consistent with the grant application guidelines and be authorized to make any technical or administrative adjustments that may be necessary.

Grant/Funder Name:  
Post-Secondary Carl Perkins Grant  
US Dept. of Ed./Colorado Community College System

Total Amount Awarded/Time Period:  
$433,792  
07/01/2006 – 06/30/2007
### Action Taken:
- Approved
- Disapproved
- Postponed – Date

### Program:
Post-Secondary Carl Perkins Grant

### Department:
Emily Griffith Opportunity School

### Contact Person:
Dee Wood

### Phone:
720-423-4772

### Name of Funder:
US Dept. of Ed./Colorado Community College System

### Amount Granted/Period:
$433,792       07/01/2006 – 06/30/2007

### District Indirect:
No

### Collaborating Organizations:
See Abstract below

### Required District Commitment:
n/a

### Abstract:
The Post-Secondary Carl Perkins Grant is provided to modernize and expand career and technical education, integrate academic and career and technical education, teach all aspects of industry, increase use of technology, provide professional development, evaluate programs and services, provide secondary/post-secondary linkages and provide services to special populations and nontraditional enrollees in a post-secondary environment. Funds are awarded through an application process and distributed based on basic grant formulas established by the Carl D Perkins Vocational Act.

Emily Griffith Opportunity School will provide services in the Instructional Resource Center and Learning Center, will provide professional development activities, and evaluate school-wide goals. In addition this project will provide funding to a variety of post-secondary career and technical programs to expand and enhance delivery of the curricula. Funds will also be utilized to provide career development, English as a Second Language and project administration.
DENVER PUBLIC SCHOOLS

Report to:
Denver Board of Education

GRANT AWARDS: $250,000 or GREATER

This report contains:
Temporary Assistance to Needy Families (TANF) Grant

Submitted by:
Emily Griffith Opportunity School
Dee Wood
720-423-4772

On
January 11, 2007
RECOMMENDED MOTION

It is recommended that the Board of Education approve the acceptance of the grant award as described in the attached summary and that the Superintendent be directed to submit all necessary documents consistent with the grant application guidelines and be authorized to make any technical or administrative adjustments that may be necessary.

Grant/Funder Name: Temporary Assistance to Needy Families (TANF) Grant
US Department of Labor/Office of Economic Development - Division of Work Force Development

Total Amount Awarded/Time Period: Original - $270,427
07/01/2006 - 03/31/2007
Amendment – 90,142
04/01/07 - 06/30/07
Total - $360,569
07/01/2006 – 06/30/2007
**AFFIATTED**

<table>
<thead>
<tr>
<th align="left">ACTION TAKEN:</th>
</tr>
</thead>
<tbody>
<tr>
<td align="left">_____Approved</td>
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<tr>
<td align="left">_____Disapproved</td>
</tr>
</tbody>
</table>
| _____Postponed – Date________  

| Program: | Temporary Assistance to Needy Families Grant  
| Department: | Emily Griffith Opportunity School  

| Contact Person: | Dee Wood  
| Phone: | 720-423-4772  

| Name of Funder: | US Department of Labor/ Office of Economic Development – Division of Work Force Development  

| Amount Granted/Period: | Original - $270,427  07/01/2006 – 03/31/07  
| Amendment – 90,142  04/01/07 – 06/30/07  
| Total - $360,569  07/01/2006 – 06/30/2007  

| District Indirect: | Yes - 4.65% on everything except tuition  

| Collaborating Organizations: | See Abstract below  

| Required District Commitment: | n/a  

**Abstract:**

*The Temporary Assistance to Needy Families (TANF) Grant* is intended to compensate educational institutions that provide employment and training services for TANF participants which lead to unsubsidized employment.

Emily Griffith Opportunity School will provide the following services: assessment and intake, post secondary career and technical training, job search and placement, retention services and case management to TANF participants. In addition, data collection and reporting requirements as required by the Office of Economic Development – Division of Work Force Development will be met.
The Board of Education is asked to ratify and approve the Head Start contract between the City and County of Denver, Denver’s Great Kids Head Start, and the Denver Public Schools. The contract and amendment total $1,271,462 for the 2006-2007 school year.

These funds provide Head Start services for 255 students and their families in 15 classrooms in 11 schools. In addition to half or full day preschool classes, Head Start comprehensive services include development of a family partnership agreement with each family; support for a parent policy committee; vision, hearing and dental screenings for all students; and nutrition and health education.

MOTION
I move that the Board of Education ratify/approve the original Great Kids Head Start Agreement between the City and County of Denver and Denver Public Schools, for $635,731.00 for comprehensive services; and the Amendatory Agreement for an additional $635,732, for the continuation of the services. The original Agreement and its amendment will total $1,271,462, for the 2006-2007 school year.
MOTION

I move that the Board of Education approve the purchase of enterprise servers, disk storage, management nodes and archive software totaling $1,522,279.25 from Dell Marketing LP for the Department of Technology Services.
DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To:          Board of Education
Through:     André Pettigrew, Chief Operating Officer
From:        Michael Thomas, Director of Purchasing
Date:        January 9, 2007
Subject:     Procurement Approval Request #07-038 – Servers and Storage

Scope of Procurement
Purchase of enterprise servers, disk storage, management nodes, and archive software.

Rationale for Procurement
The current servers and equipment are rapidly approaching the end of their useful life. Because they handle systems that are critical to the operation of the District they need to be replaced and/or updated. This data processing equipment is located at the District’s Datacenter and the Technical Disaster Recovery site.

Source of Funding
Expenditures will be paid from the 2003 General Obligation Bond.

Procurement Process
Requisitions will be entered by the Department of Technology Services so that purchase orders can be issued once the expenditure has been approved.

Approval Request
Approval is being requested to issue purchase orders to Dell Marketing LP totaling $1,522,279.25.

The procurement request will be reviewed by the Finance and Audit Committee on January 11, 2007.

Iz
MOTION

I move that the Board of Education approve the award of Request for Proposal #BD1160 to Corporate Express/Faison Office Products LLC for Office Supplies Delivered Site to Site with an estimated annual contract value of $1,622,196.51.
To: Board of Education
Through: André Pettigrew, Chief Operating Officer
From: Michael Thomas, Director of Purchasing
Date: January 9, 2007
Subject: Award Approval – Request for Proposal (RFP) #BD1160 – Office Supplies, Delivered Site to Site

Scope
Purchase of office supplies for a two year period, February 1, 2007, through January 31, 2009, with a two-year renewal option.

Rationale
The RFP was done to solicit responses from qualified vendors to establish a contract from which schools and departments can purchase office supplies on an as-needed basis.

Source of Funding
Expenditures will be paid from various school and department funds.

Process
On October 18, 2006, RFP #BD1160 was posted on the Purchasing Department’s web site to contact potential sources.

Three majority vendors and one proclaimed Business Diversity Outreach Program (BDOP) vendor submitted proposals by the due date of November 29, 2006. Responses were reviewed by a five-person evaluation committee representing the Departments of Curriculum, Food Services, Purchasing and the Warehouse. Each member of the committee individually scored each proposal based on specific criteria identified in the RFP. The evaluation committee is recommending award to the vendor with the best evaluative score based on written response.

Detail
The District has the option to renew the contract for two additional one-year periods, which will potentially extend the contract through January 31, 2011. This option will be exercised on an annual basis only when such a continuation is clearly in the best interest of the District. If the District exercises the three renewal options the estimated contract value will increase to $ .

Recommended Award
Approval is requested to award this bid to Corporate Express/Faison Office Products LLC (BDOP). The estimated annual contract value is $1,622,196.51. If the District exercises the two renewal options the estimated contract value will increase to $6,488,786.04.

The evaluation committee’s recommendation will be reviewed by the Finance and Audit Committee on January 11, 2007.

Iz
MOTION

I move that the Board of Education approve the award of Invitation to Bid #BD1176 for Food Service Paper, Plastic, Foil and Foam Products to Northern Colorado Paper, Colorado Sales, Ohio Valley Converting, Andrews Food Service, All American Poly, and Saxet Marketing.
To: Board of Education

Through: André Pettigrew, Chief Operating Officer

From: Michael Thomas, Director of Purchasing

Date: January 9, 2007

Subject: Award Approval – Invitation to Bid (ITB) #BD1176 – Food Service Paper, Plastic, Foil and Foam Products

Scope of Bid
Purchase of paper, plastic, foil and foam products for a six-month period, January 16, 2007, through June 30, 2007, with an option to renew for an additional six months.

Rationale for Bid
The ITB was requested by Food Services in order to solicit responses from qualified vendors to establish contract(s) from which the required items can be purchased for warehouse stock.

Source of Funding
Expenditures will be paid from the Food Services’ Enterprise Fund.

Bid Process
On November 8, 2006, ITB #BD1176 was posted on the Purchasing Department’s web site to contact potential sources.

Five majority vendors and three proclaimed Business Diversity Outreach Program (BDOP) vendors submitted bids by the due date of December 6, 2006. Responses were reviewed and Purchasing is recommending award to the lowest responsive, responsible vendor on an item-by-item basis.

Detail
The District has the option to renew the contract for an additional six-month period, which will potentially extend the contract through January 15, 2008. This option will be exercised only when such a continuation is clearly in the best interest of the District.

Recommended Award
Approval is requested to award this bid to the following vendors:

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<thead>
<tr>
<th>VENDOR</th>
<th>SIX MONTH TOTAL</th>
<th>ONE YEAR TOTAL</th>
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<tbody>
<tr>
<td>Northern Colorado Paper</td>
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<td>$579,499.88</td>
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<tr>
<td>Colorado Sales</td>
<td>$79,500.00</td>
<td>$159,000.00</td>
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<tr>
<td>Ohio Valley Converting (BDOP)</td>
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<tr>
<td>Andrews Food Service</td>
<td>$6,433.49</td>
<td>$12,866.98</td>
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<tr>
<td>All American Poly</td>
<td>$5,007.02</td>
<td>$10,014.04</td>
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<tr>
<td>Saxet Marketing (BDOP)</td>
<td>$3,024.00</td>
<td>$6,048.00</td>
</tr>
</tbody>
</table>

The award recommendation will be reviewed by the Finance and Audit Committee on January 11, 2007.
TO: Michael Bennet, Superintendent

FROM: Velma A. Rose, Chief Financial Officer

DATE: December 14, 2006


Because the District receives federal financial assistance, a separate set of reports are required to be prepared in compliance with the Federal Single Audit Act Amendment of 1996 and related Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Included in the Single Audit Report are three auditors’ reports addressing the Schedule of Federal Financial Assistance; compliance with the financial statements and federal requirements; and internal controls. There were no questioned costs and two compliance findings.

**SUGGESTED MOTION**

I MOVE THE RECEIPT OF THE SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2006
TO: Michael Bennet, Superintendent

FROM: Velma A. Rose, Chief Financial Officer

DATE: January 5, 2007

SUBJECT: Resolution to Approve First Amendment to Letter of Credit and Reimbursement Agreement

SUMMARY OF RECOMMENDED ACTION
Staff is recommending approval of a Resolution to approve the First Amendment to the Letter of Credit and Reimbursement Agreement and other related documents, which is in place to fund the District’s required TABOR Emergency Reserve, exclusive of the reserve set aside for charter, certain contract and EGOS schools. The Amendment would (1) increase the Letter of Credit for the period January 19, 2007, to June 30, 2007, to $20 million, from the current $17.5 million, at a fee of $8,321.92 (i.e., at the current rate of 75 basis points) plus legal fees, and (2) allow the District to renew for three additional years the Letter of Credit and Reimbursement Agreement at a maximum stated amount of $25 million at a fee of 50 basis points. There are sufficient funds in the 2006-2007 Amended Budget for the additional fees.

PRIOR BOARD ACTIONS
In June 2004, the Board of Education approved entering into a Letter of Credit and Reimbursement Agreement with JP Morgan Chase Bank for purposes of meeting the constitutional requirement to fund a TABOR Reserve for the fiscal year beginning July 1, 2004.

Rather than continuing the practice of setting aside cash, the District chose to enter into a Letter of Credit arrangement (LOC) with a Reimbursement Agreement. If there ever is a declared emergency by the District Board of Education that constitutionally qualifies for use of the TABOR Reserve, the District will notify JP Morgan Chase Bank and obtain a draw down from the LOC to secure the necessary cash amount to address the cost of the emergency. The state constitution requires that any TABOR Reserve draw down during a fiscal year be restored for the next fiscal year. This would be required whether the District maintained the TABOR Reserve in the form of cash or a LOC. In this case, JP Morgan Chase Bank would need to be reimbursed for the amount of any draw down from the LOC. If the District is unable to obtain the funds to reimburse JP Morgan Chase Bank by within 30 days before the end of the fiscal year, or if the draw down is made during the last 30 days of the fiscal year and reimbursement is not made by the District by the end of the fiscal year, the District will have an option to enter into a Lease Purchase Agreement with the Denver School Facilities Leasing Corporation (DSFLC), approved by the Board of Education in connection with the approval of the Letter of Credit and Reimbursement Agreement, to sell certificates of participation (COP) through the DSFLC to JP Morgan Chase Bank to satisfy the amount owed (to include draw downs and other fees and expenses) by the District. In this case, as principal payments are made on the COP, the portion of the COP principal payments related to the LOC draws will result in the equivalent amount of reinstated LOC available for future draws. When the decision is made to enter into the Lease Purchase Agreement, District-owned unencumbered property(ies) will be identified that would be subject to the Lease, the insurance value of the building(s) and the fair value of the land for which would approximate the amount owed under the LOC. The
Reimbursement Agreement specifies the maximum term and calculation of the interest rates for the base rentals under the Lease Purchase Agreement.

For fiscal year 2005-2006, and 2006-2007, respectively the TABOR Reserve requirement was funded by (1) $1.9 million and $1.7 million, respectively, in cash for the TABOR Reserve related to the net payments owed by the District to charter schools and contract schools pursuant to contracts with the District and planned spending by the Emily Griffith Opportunity School, and (2) the $16.9 million and $17.5 million, respectively, LOC with JP Morgan Chase Bank. The annual fee to JP Morgan Chase Bank for the $17.5 million LOC for 2006-2007 was $131,250 (or .0075 times $17.5 million).

ANTICIPATED ACTIONS FOR FISCAL YEARS AFTER 2005-2006
The LOC and Reimbursement Agreement with JP Morgan Chase Bank is for the initial term of the fiscal year beginning July 1, 2004, and renewable for the fiscal years beginning July 1, 2005 and July 1, 2006, with the maximum stated amount of $17.5 million.

- Primarily as a result of the voter-approved 2005 Mill Levy Override and additional other non-federal revenues, the $17.5 million was deemed not sufficient for the remainder of 2006-2007; rather, it is recommended it be increased to $20 million for an additional fee of $8,321.92 for the period January 19, 2007, to June 30, 2007.
- In addition, there is the desire to allow the Board of Education to extend the LOC and Reimbursement Agreement for three additional one-year fiscal years beginning July 1, 2007.
- The annual fee for the new three-year period has been reduced from 75bp to 50bp.
- In June 2007, when the District adopts the budget for the ensuing fiscal year, if the District elects to extend the LOC, the District will need to identify the amount of TABOR Reserve and related amount of LOC (which cannot exceed $25 million) needed for the next budget year, include in the budget to be appropriated the amount of the LOC fee and any related expenses, assert to the representations and warranties previously made in the Reimbursement Agreement, and attest that there have been no events of default under the Reimbursement Agreement.
- By no later than 120 days before June 30, 2010, the District will have the opportunity to request of JP Morgan Chase Bank that the LOC and Reimbursement Agreement be extended for a future term with optional renewable terms.

JANUARY 18, 2007, BOARD ACTION
Staff recommends approval of the First Amendment to the Letter of Credit and Reimbursement Agreement, whereby (1) the LOC for the period January 19, 2007, to June 30, 2007, is increased to $20 million, from the current $17.5 million, at a fee of $8,321.92 plus legal fees, and (2) the District will have the ability to renew for three additional years at a maximum stated amount of $25 million at a fee of 50bp. There are sufficient funds in the 2006-2007 Amended Budget for the additional fees. It is anticipated that the Denver School Facilities Leasing Corporation Board will approve this amendment as it also increases the maximum potential principal amount of the COP to $25 million.

SUGGESTED MOTION
I MOVE THE APPROVAL OF THE RESOLUTION OF SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO APPROVING FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT AND PROVIDING OTHER DETAILS AND APPROVING OTHER DOCUMENTS IN CONNECTION THEREWITH.
STATE OF COLORADO )
SCHOOL DISTRICT NO. 1 ) ss.
CITY AND COUNTY OF DENVER )

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

1. Attached is a true and correct copy of a resolution (the “Resolution”) adopted by the Board of Education (the “Board”) at a regular meeting held on January 18, 2007.

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

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

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<th>Board Member</th>
<th>Yes</th>
<th>No</th>
<th>Absent</th>
<th>Abstaining</th>
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<td>Jill Conrad</td>
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<td>Rev. Lucia Guzman</td>
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<td>Bruce L. Hoyt</td>
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<td>Jeannie Kaplan</td>
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<td>Theresa K. Peña</td>
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4. The Resolution was duly approved by the Board, signed by the President of the Board, sealed with the District’s seal, attested by the Secretary of the Board and recorded in the minutes of the Board.

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


________________________________________
Secretary

[SEAL]
RESOLUTION

A RESOLUTION OF SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO APPROVING A FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT AND PROVIDING OTHER DETAILS AND APPROVING OTHER DOCUMENTS IN CONNECTION THEREWITH.

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

WHEREAS, the District is required to maintain an emergency reserve pursuant to subsection (5) of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, JPMorgan Chase Bank (the “Bank”) has agreed to deliver to the District for deposit into the District’s emergency reserve a letter of credit (the “Letter of Credit”) under which the District may draw money in connection with an emergency declared by the Board of Education of the District (the “Board”); and

WHEREAS, the Letter of Credit issued by the Bank was initially in effect for the fiscal year commencing July 1, 2004 and subsequently renewed by the District for the two one-fiscal year periods beginning July 1, 2005 and July 1, 2006; and

WHEREAS, the District, at its option, by way of an amendment to the Letter of Credit and Reimbursement Agreement, may renew the Letter of Credit for three additional one-fiscal year periods and may increase or decrease the stated amount of the Letter of Credit for each of such fiscal years; and

WHEREAS, the current Letter of Credit was issued pursuant to a Letter of Credit and Reimbursement Agreement dated as of July 1, 2004 (the “Reimbursement Agreement”) between the District and the Bank, pursuant to action by the Board at a regular meeting on June 17, 2004; and

WHEREAS, there has been made available to the Board prior to or at this meeting copies of the First Amendment to Letter of Credit and Reimbursement Agreement; and

WHEREAS, the Board desires to authorize the execution and delivery of the First Amendment to Letter of Credit and Reimbursement Agreement in substantially the form made available to the Board prior to or at this meeting;
BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO, AS FOLLOWS:

Section 1. The Board hereby (a) approves the First Amendment to Letter of Credit and Reimbursement Agreement, a copy of which has been made available to the Board prior to or at this meeting, (b) authorizes the President, or if the President is unavailable the Vice President, of the Board, the Secretary of the Board and other officers and employees of the District to execute and deliver, and to affix the seal of the District to, the First Amendment to Letter of Credit and Reimbursement Agreement in the form made available to the Board, with such changes therein, not inconsistent herewith, as are approved by the persons executing the same and (c) authorizes and directs the performance by the District of its obligations under such agreement in the form in which it is executed and delivered.

Section 2. The officers and employees of the District are authorized and directed to take all action necessary or appropriate to carry out the provisions of this resolution and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of such certificates as may reasonably be required by the Bank.

Section 3. All action previously taken by the Board and the officers and employees of the District directed toward the transactions described herein or in the documents referred to herein are hereby ratified, approved and confirmed.

Section 4. All bylaws, orders, resolutions, ordinances and other instruments, or parts thereof, that are in conflict with this resolution are hereby repealed only to the extent of such conflict. This repealer shall not be construed to revive any bylaw, order, resolution, ordinance, or other instrument, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or provision of this resolution or any of the documents referred to herein shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall be in full force and effect upon its passage and adoption.
ADOPTED AND APPROVED on the date set forth in the certification attached hereto.

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

________________________________________
President, Board of Education

Attest:

By ________________________________
Secretary, Board of Education
TO: Michael F. Bennet, Superintendent

FROM: Velma A. Rose, Chief Financial Officer

DATE: January 5, 2007

SUBJECT: Amendment to the Denver Public Schools Retiree Health Benefit Trust Agreement

PRIOR BOARD ACTIONS
On June 16, 2005, the Board of Education approved the establishment of a Retiree Health Benefit Trust (“the Trust”) to hold funds for the purpose of paying a partial subsidy for retiree health benefit payments. Prior to July 1, 2005, the District made subsidy payments on a pay-as-you go basis to the various health providers on behalf of retirees, instead of setting aside the subsidy amounts as they are earned while eligible employees are actively working for the District. At this same meeting, the Board of Education approved the appointment of American National Bank as the Trustee.

On November 16, 2006, the Board of Education approved an Amendment to the Trust Agreement for the Denver Public Schools Professional Compensation Systems for Teachers resulting from the October 2006 receipt of a Private Letter Ruling from the IRS stating that the ProComp Trust Agreement had to be amended to add one sentence in order to ensure the tax exempt status of the ProComp Trust.

PROPOSED ACTION
In anticipation of submitting a similar request to the IRS for a Private Letter Ruling on the tax exempt status of the Denver Public Schools Retiree Health Benefit Trust, staff recommends that the Board of Education approve an amendment to this Trust Agreement, pursuant to Section 7.2, by adding the following sentence at the end of Section 8.2 of this Trust Agreement, effective June 16, 2005:

If any assets remain in the Trust upon dissolution of the Trust, those assets may in no event be distributed to any person or entity other than an organization the income of which is excluded from gross income under Internal Revenue Code Section 115(1).

SUGGESTED MOTION
TO:       Members, Board of Education
FROM:    Velma Rose, Chief Financial Officer
DATE:    December 21, 2006
RE:       Revised Policy DFA- Investment and Cash Management Policy

The Board of Education is asked to adopt the revised Policy DFA in order to incorporate revisions resulting from (1) passage of legislation that went into effect in August, 2006, (2) elimination of Assistant Superintendent of Budget and Finance position, and (3) the role of an investment advisor.

MOTION

I move that the Board of Education adopt the revised Policy DFA-Investment and Cash Management Policy.

cc: Michael Bennet, Superintendent
    Sarah Hughes, Chief of Staff
Policy DFA- INVESTMENT AND CASH MANAGEMENT POLICY

Policy

It is the policy of School District No. 1 in the City and County of Denver and State of Colorado (the School District) to invest its funds in a manner which will provide for the highest investment return consistent with the preservation of principal and provision of the liquidity necessary for daily cash flow demands. In addition, it is the policy of the School District to implement internal controls to ensure the safety of its financial assets and cash.

Purpose and Scope

This policy shall apply to the management and investment of all financial assets and cash of the School District over which it exercises financial control, as presented and accounted for in the School District's Comprehensive Annual Financial Report. In order to effectively make use of the School District's cash resources, the moneys of the following funds may be pooled into one or more investments and accounted for separately. Upon maturity, the interest income earned shall be prorated and credited to the respective funds.

1. General Fund (to include the Emergency Reserve)
2. Capital Reserve Fund (to include the Emergency Reserve)
3. Self-Insurance Internal Service Fund
4. Other Internal Service Funds
5. Government Designated Purpose Grants Fund (excluding federal funds which are required to be held in non-interest bearing accounts)
6. Special Revenue Funds (as appropriate)
7. Pupil Activity Fund
8. Food Services Fund
9. Permanent Government Fund
10. Private Purpose (Trust) fund (excluding the Retiree Health Benefit Trust)
11. Building Fund
12. Bond Redemption Fund
13. Any new fund created by the School District, unless specifically exempted

Not covered by this policy is that of the management and investment of cash by individual schools and accounted for in the Student Activities Fund in the School District's Comprehensive Annual Financial Report. Investment activities of the Denver Public Schools Retirement System, the Denver Public Schools Retiree Health Benefit Trust, and the Denver Public Schools Professional Compensation System for Teachers Trust are also not governed by this Policy.

**Objectives**

Funds allocated to a specific fund but temporarily not needed shall be invested in accordance with state law and in a manner designed to accomplish the following objectives. These objectives, which are stated in order of priority, are:

1. **SAFETY** - to ensure the safety of the funds invested. The School District will not invest in securities that expose itself to an undue credit risk of an issuer or a broker/dealer. Investments shall be undertaken in a manner to ensure the preservation of principal in the portfolio.

2. **LIQUIDITY** - to ensure that adequate funds are available at all times to promptly pay all of the School District's financial obligations. Transactions will be entered into taking into account the liquidity needs of each School District fund and limiting exposure to interest rate risks.

3. **YIELD** - to earn the maximum return possible on the funds available for investment while complying with state statutes, consistent with the safety of principal and the cash flow needs of the School District.

**Ethics and Conflict of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could create an appearance of impropriety or could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. These officers and employees shall disclose to the Chief Financial Officer any material financial interests in financial institutions that conduct business with the School District, and they shall further disclose any large personal/investment positions that could be related to the performance of the School District's portfolio. These officers and employees shall subordinate their personal investment transactions to those of the School District, particularly with regard to the time of purchases and sales.

**Delegation of Authority**

The Board of Education designates the Chief Financial Officer as the cash management and investment officer of the School District who shall be responsible for all investment decisions and cash management activities consistent with the terms of this Policy. The Chief Financial
Officer shall delegate to certain employees in the Financial Services Department responsibilities for investment activities and cash management activities and shall establish a system of internal controls to regulate these activities. The Chief Financial Officer may secure an investment advisor, through a competitive bid process, to provide investment advisory services to assist in the development and review of the School District’s investment policies, procedures and strategy, monitor financial markets to identify opportunities consistent with the School District’s investment objectives, and execute discretionary security transactions consistent with the School District’s investment policy statement.

**Prudence**

The Chief Financial Officer shall be guided by the “Prudent Investor Rule” (C.R.S. § 15-1.1-101, et seq.), and in compliance with applicable state law regarding investment of public funds (including, without limitation, C.R.S. § 24-75-601, et seq.) and this Policy. The Chief Financial Officer and those individuals they authorize to invest on their behalf, who act within the guidelines of this Policy and exercise due diligence, shall not be held personally responsible for assuring sufficient liquidity of investments to meet daily operational needs nor for losses due to financial entity failures where respective funds and securities are held nor for an individual security's credit risk or market price changes. It is expected that deviations from expectations be reported in a timely fashion to the Superintendent and appropriate action taken to control adverse developments.

**Authorized Financial Dealers and Institutions**

The Division of Financial Services and, if applicable, the District’s investment advisor, will maintain a list of financial institutions authorized to provide investment services. No School District funds shall be deposited in any financial institution except as authorized by the Chief Financial Officer. Any broker/dealer and bank dealer providing investment services under this policy must:

1. Be one of the following: (1) designated as a primary government securities dealer by the Federal Reserve Bank of New York; (2) a direct issuer of eligible investments (i.e., bankers acceptances, commercial paper, certificates of deposit); (3) or a pre-qualified dealer with offices within the Denver metropolitan area and a minimum net capital of $5,000,000;

2. Have been in operation for at least two years. Must provide the School District with audited financial statements at least annually, as well as interim financial statements which may be either audited or unaudited. The firm must not have a qualification of the auditor’s opinion or a contingent liability that could materially affect the capital of the broker/dealer or bank dealer;

3. Except for bank/primary dealers, provide the School District with Focus reports as filed with the National Association of Securities Dealers;
4. Assign specific personnel to the School District's account and provide a resume of qualifications of both the broker/dealer or bank dealer and the assigned personnel; and

5. Provide written certification of having read and understood the School District's investment and cash management policy, and intending to comply with items 1-4 above. For circumstances where the District’s investment advisor executes trades on behalf of the District, it is the School District’s responsibility to ensure such trades are in compliance with the School District’s investment and cash management policy at all times. The investment advisor will advise the School District on how the broker/dealers meet the requirements listed in items 1-4 above.

Any bank or savings and loan association providing investment services under this policy must be an eligible public depository as defined by the appropriate state agency (i.e., State Banking Division or State Financial Services Division), and must maintain an office within the Denver metropolitan area.

At least annually, the Chief Financial Officer, or designee, will review the financial condition of its authorized financial institutions.

The intent of the School District is to support the financial institutions located within the Denver metropolitan area. However, investments will be made through institutions located outside of this area when it is determined that the local financial institutions are not quoting competitive rates, and for any other substantial reason which is in the best interest of the School District.

*Authorized and Suitable Investments*

The School District will limit its investments to those allowed by state law (C.R.S. §24-75-601 AND C.R.S. § 24-75-702). Within the choice of investments allowed by state law, the School District will only invest in the following (if it is in the best interests of the school district, the Chief Financial Officer can request Board of Education approval of an exception to the investment and cash management policy to extend these maturity date limitations on a transaction by transaction basis):

1. **BONDS OR OTHER INTEREST-BEARING OBLIGATIONS OF THE UNITED STATES GOVERNMENT**, to include treasury bills, treasury notes, treasury bonds and treasury strips. Both principal and interest are unconditionally guaranteed by the United States Government. These securities, which have various maturities, are readily available in the secondary market, and possess yields that are generally lower than that of other market instruments.

2. **BONDS OR OTHER INTEREST-BEARING OBLIGATIONS OF THE UNITED STATES GOVERNMENT AGENCIES AND UNITED STATES GOVERNMENT SPONSORED CORPORATIONS**. These securities, which have various maturities, are also available in the secondary market, but this market is not as active as the market for direct government obligations. These securities include obligations of the Federal Farm Credit System, the Federal
Home Loan Bank, the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (FNMA or Fannie Mae), the Export-Import System (e.g., Export-Import Bank of the United States, Private Export Funding Corporation), the Government National Mortgage Association (GNMA or Ginnie Mae), and the Tennessee Valley Authority. Excluding GNMA, These obligations are not guaranteed by the United States Government, and, as such, must be rated at time of purchase in its highest rating category by two or more nationally recognized organizations which regularly rate such obligations. The maximum maturity date for all securities listed above must be no more than five years from the date of purchase.

3. MONEY MARKET FUNDS THAT ARE REGISTERED UNDER THE FEDERAL INVESTMENT COMPANY ACT OF 1940, AS AMENDED. The investment policies of the funds must include an attempt to maintain a constant share price of one dollar. No sales/load fee can be added to the purchase or deducted from the redemption price and no fee may be charged unless the Board of Education authorizes such a fee at the time of the initial purchase. The funds must invest in securities which: (1) have a maximum maturity of thirteen months, (2) are legal investments for Colorado local governments, and (3) have an average weighted maturity of 90 days or less.

4. PRIME BANKERS ACCEPTANCES that are in essence time drafts sold at a discount by a state or national bank. The bankers’ acceptance must mature within three years and carry a minimum of two ratings at the time of initial purchase of P-1 by Moody's Investor Service, A-1 by Standard and Poor's Corporation and/or F-1 by Fitch. This instrument represents an irrevocable primary obligation of the accepting bank, is readily marketable through a secondary market, and has a yield that is generally competitive with certificates of deposit of similar maturities, and contain normal market risk.

5. COMMERCIAL PAPER must mature within thirteen months and carry a minimum of two ratings at the time of initial purchase of P-1 by Moody’s Investor Service, and A-1+ by Standard and Poor’s Corporation and/or F-1+ by Fitch ratings. Commercial paper is a short-term, unsecured promissory note issued for a maturity specified by the purchaser and sold primarily on a discount basis. Issuance is usually by major corporations and bank holding companies, are marketed either through dealers or directly by the issuer. Their yields are competitive with other money market instruments and, given the liquidity conditions, contain normal market risk.

6. GENERAL OBLIGATIONS of any state of the United States, the District of Columbia, or any territorial possession of the United States or of any political subdivision, institution, department, agency, instrumentality, or authority of any of such governmental entities, and at the time of purchase is rated in one of the two highest rating categories by two or more nationally recognized rating agencies. The maximum maturity date for all securities listed above must be no more than three years from the date of purchase.

7. REVENUE OBLIGATIONS of any state of the United States, the District of Columbia, or any territorial possession of the United States or of any political subdivision, institution, department,
agency, instrumentality, or authority of any of such governmental entities, and at the time of
purchase is rated in one of the two highest rating categories by one or more nationally recognized
rating agencies.

8. Any interest in a LOCAL GOVERNMENT INVESTMENT POOL organized pursuant to
CRS 24-75-702.

9. REPURCHASE AGREEMENTS, provided that: (1) the School District's security interest is
in governmental obligations (see #1 and #2 above), (2) the agreement is collateralized as
required by law, at a minimum of 102% of the purchase price plus accrued interest (on at least a
weekly basis, this should be marked to market and evaluated, with collateral deficiencies cured
by the counter-party on the date of discovery, but not later than the following business day), and
the collateral is delivered versus payment to and held in a third party safekeeping account, and
(3) a master repurchase agreement with the financial institution has been executed. Repurchase
agreements represent purchases of any approved security at a specified rate of return with an
agreement by the seller to subsequently repurchase the security at its original cost plus interest.
The period from the date of settlement of a purchase agreement to its maturity shall be no more
than five years from the date of purchase. Repurchase agreements may be for various maturities,
are not negotiable but a seller may be willing to break an agreement, contain yields that are
generally higher than may be obtained by direct purchase of securities of similar maturities, and
contain minimal market risk.

10. TIME DEPOSIT ACCOUNTS AND CERTIFICATES AT BANKS AND SAVINGS AND
LOAN INSTITUTIONS that are state-approved depositories of public funds. These institutions
must have a minimum equity of $3,500,000; commercial banks must maintain a minimum
capital to assets ratio of 5%, savings and loans must maintain a net worth to assets ratio of 5%.
Certificates of deposit which exceed the FDIC insured amount shall be collateralized in
accordance with the State Public Deposit Protection Act. The collateral will have a market value
equal to or exceeding 100% of principal and interest at all times less the FDIC insured amount
taking into consideration the School District's total deposits for all funds within the financial
institution.

Safekeeping and Custody

All security transactions that are not overnight shall be conducted on a delivery-versus-payment
basis. Overnight securities, excluding collateral for repurchase agreements, will be held by the
dealer in the name of the Denver Public Schools. All repurchase agreement transactions, to
include overnight, however, must be conducted on a delivery-versus-payment basis. Securities
transactions conducted on a delivery-versus-payment basis will be held by a third party custodian
recommended by the Chief Financial Officer and approved by the Board of Education, under a
written agreement and evidenced by safekeeping receipts.

All securities purchased and sold shall be authorized or confirmed in writing with the issuer.
Diversification

It is the policy of the School District to diversify investments and to ensure the safety and liquidity of the investments. This can be accomplished by observing the following sound investment practices (the numbers in parentheses refer to the authorized and suitable investment types listed on pages 3 through 5 of this Policy):

1. At least 20% of the investment portfolio shall be invested in government securities (see above, #1, and #2).

2. Not more than 25% of the portfolio shall be invested in money market funds at the time of purchase, and not more than 5% of the portfolio may be invested in the funds of any one issuer (see above #3).

3. Not more than 15% of the portfolio will be invested in bankers acceptances at the time of purchase, and not more than 5% of the portfolio may be invested in the bankers acceptance of any one issuer (see above, #4).

4. Not more than 20% of the portfolio will be invested in commercial paper at the time of purchase, and not more than 5% of the portfolio may be invested in the commercial paper of any one issuer (see above, #5).

5. Not more than 20% of the portfolio shall be invested in General Obligations of any state of the U.S. and Revenue Obligations of any state of the U.S. (see above, #6, and #7).

6. At least 10% of the portfolio will be invested in local government investment pools (see above, #9).

7. Investments in term repurchase agreements (other than repurchase agreements for the investment of general obligation bond proceeds and certificates of participation proceeds) shall not exceed 20% of the investment portfolio at the time of purchase (see above, #10).

8. Not more that 15% of the portfolio will be invested in certificates of deposit at the time of purchase, and not more than 5% of the portfolio may be invested in the certificates of deposit of any one issuer (see above, #11).

Maximum Maturities

The maturity of securities will not exceed the cash needs of the School District as it relates to time. Maturities for School District investments may not exceed three years without written authorization from the Chief Financial Officer, subject to the maximum maturities otherwise requiring Board of Education approval.
**Competitive Participation**

Whenever practical, the School District shall obtain a minimum of three competitive quotes or request for proposals for all investments with consideration to specific settlement dates. Price of execution will be the primary determinant of selection. In the case where the School District is given equal prices, preference will be given to the financial institutions located within the Denver metropolitan area, with selection determined by random process.

**Internal Controls**

Internal controls will include, but not be limited to, the following to ensure the integrity of the cash management and investment process:

1. All investments require the approval of the Chief Financial Officer, or designee.

2. All wires from the School District's bank require an on-line or telephone confirmation to those employees authorized in the Terms and Conditions Governing Wire Transfers by the School District’s bank.

3. A resolution of proposed eligible public depositories is submitted for Board of Education approval, at a minimum, annually.

4. All purchases and sales of investments are confirmed in writing with the issuer.

5. All wires for the payment of principal and interest on outstanding general obligation bonds and certificates of participation are pursuant to debt schedules and invoices with wiring instructions from the paying agent.

6. For repurchase agreements approved by the Board of Education for the investment of proceeds from the issuance of general obligation bonds and certificates of participation, wire requests for the draw down of balances are confirmed in writing.

7. All manual and system-generated checks require two signatures in accordance with the resolution approved by the Board of Education.

8. System-generated accounts payable checks are not printed, facsimile-signed and released by the Disbursing Office until the Chief Financial Officer or designee has reviewed and approved the Accounts Payable Department's printout of the checks.

9. System-generated payroll checks and payroll direct deposits are approved by the Payroll Department prior to the Disbursing Office's printing and release of the checks with the facsimile signatures and generation of the direct deposit electronic transfer or tape.
10. Prior to the scheduled release of accounts payable checks, the Assistant to the Treasurer or designee is to review a sample of the payments on the accounts payable check register for authorization of payment prior to the Disbursing Office's processing and release of the checks.

11. Prior to the scheduled release of payroll checks, the Assistant to the Treasurer or designee is to review payroll files for reasonableness. After the checks are released, the Assistant to the Treasurer will review a sample of department and school payroll checks for propriety of amount and payee.

12. The amount of property tax and motor vehicle tax receipts is confirmed in writing by the City and County of Denver to the School District prior to the wiring of such funds to a pre-designated School District bank account.

13. The amount of monthly state equalization and periodic state categorical funding is confirmed in writing by the Colorado Department of Education to the School District prior to the wiring of such funds to a pre-designated School District bank account.

14. The Assistant to the Treasurer or designee is to review a sample of the deposits submitted by the Disbursing Office and compare them with the general ledger receipt batches generated by General Accounting.

15. The Board of Education, by resolution, annually authorizes the Chief Financial Officer to participate in the State Interest-Free Loan Program and to borrow available funds in the Capital Reserve Fund, Self-Insurance Internal Service Fund, Government-Designated Purpose Grants Fund and Special Revenue Fund for the General Fund.

16. Both the Superintendent and the Chief Financial Officer or designee sign the Cash Flow Work Sheet submitted to the State Treasurer for purposes of requesting funds for the General Fund through the State Interest-Free Loan Program. The requested amount of funds is based on cash flow projections approved by the Chief Financial Officer.

17. Annually, the external auditors, as part of the annual independent School District financial audit, review the internal controls, test the interest earnings and confirm the outstanding investments. General Accounting reconciles the bank account balances to the general ledger balances, such reconciliations to be reviewed by the external auditors. The audited balance sheet amount of General Fund cash is reconciled to that reported on the Cash Flow Work Sheet to the state and submitted to the State Treasurer.

**Reporting**

The Finance and Audit Committee shall receive quarterly reports summarizing cash receipts and disbursements for each fund, investment purchases, earnings on matured investments and a schedule of outstanding investments.
**Glossary of Terms**

AGENCIES: These are federal agency securities.

BANKERS' ACCEPTANCE: A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BROKER: A broker brings buyers and sellers together for commission paid by the initiator of the transaction or by both sides; the broker does not position (i.e., the broker does not own the securities he is buying or selling). In the money market, brokers are active in markets in which banks buy and sell money and interdealer markets.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: A short-term, promissory note issued by corporations for a maturity specified by the purchaser, usually from 1 to 270 days and sold primarily on a discount basis.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COUPON: The annual rate of interest that bond's issuer promises to pay bondholders on the bond's face value.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with a simultaneous exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when the price quoted is lower than the face or maturity value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investments among a variety of securities offering independent returns.

ELIGIBLE DEALERS: See investment and cash management policy.
ELIGIBLE PUBLIC DEPOSITORY: An association that has been designated an eligible public depository by the State of Colorado pursuant to statute and is, therefore, qualified to hold savings deposits of the School District.

EMPLOYEE: As used in this document, the term employee means a person delegated or designated by the Chief Financial Officer to carry out certain investment and cash management responsibilities.

EXPORT-IMPORT BANK OF THE UNITED STATES: The EX-IM BANK was founded in 1934. The bank operates under authority granting broad powers to finance and facilitate exports of American products by extending loans, guarantees and export credit insurance. EX-IM BANK is governed by a five-member board of directors appointed by the President of the United States. The bank also guarantees credit and short-term discount notes issued by the sponsored corporation, the Private Export Funding Corporation. Purchasers may select the maturity for any period from three to 360 days.

FEDERAL FARM CREDIT SYSTEM: The farm credit banks collectively issue consolidated system-wide discount notes. These are the joint and severable obligations of the banks, with maturities ranging from five to 270 days. Discount notes are used to meet routine cash management requirements, and to provide for interim financing between bond sales. These banks also issue consolidated bonds with six-month and nine-month maturities offered monthly.

FEDERAL HOME LOAN BANK (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks. The banks issue consolidated bonds and discount notes as joint and severable obligations of the Home Loan Banking System. Although they operate under federal charter with government supervision, these securities are not secured or guaranteed by the U.S. government. However, the banks are required to maintain secured advances, guaranteed mortgages, U.S. government securities or cash in an amount at least equal to the amount of consolidated bonds and discount notes outstanding.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): A government organization established in 1970 to create a secondary market in conventional mortgages. The FHLMC (also known as Freddie Mac) sells its own government-insured bonds and uses the proceeds to buy either insured or conventional mortgages from federally insured financial institutions and then resells them in the form of mortgage-backed, pass-through certificates. FHLMC assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in the Department of Housing
and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. FNMA is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

FUND: Independent fiscal and accounting entity with a self-balancing set of accounts in which cash and other financial resources are recorded, together with all related liabilities and residual balances. Each fund has a specific purpose or carries on specific activities.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA): Commonly referred to as Ginnie Mae, this is a real estate-oriented security, whose holders are guaranteed against loss by the U.S. government, representing portions of a pool of government-guaranteed FHA and VA mortgages. Unlike bonds, Ginnie Maes do not pay back the principal at maturity. Instead, they pay principal payments each month along with interest.

INTEREST: Money paid for the use of another's money.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date on which the principal or stated value of an investment becomes due and payable to the investment holder.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PAR VALUE: The face value, or principal amount, of a security.

POOL: A collection of investments for separate or multiple funds and/or funded projects.

PORTFOLIO: All securities held in the various investment pools of the School District which are under the control of the Chief Financial Officer and governed by this Investment and Cash Management Policy.
PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

PRIME: Prime banker's acceptances and prime commercial paper shall be those securities having a minimum two short-term ratings of A-1+, P-1+, AND/OR F-1+.

PRUDENT PERSON RULE: An investment standard requiring trustees and portfolio managers to make financial decisions in the manner of a prudent person, e.g., with intelligence and discretion. The prudent person rule requires care in the selection of investments but does not limit investment alternatives.

REPURCHASE AGREEMENT: A financial contract through which a holder of securities sells securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The repurchase agreement "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this loan.

SECONDARY MARKET: Where existing issues are bought and sold by subsequent owners and purchasers. It may be either over-the-counter or through an exchange.

TENNESSEE VALLEY AUTHORITY (TVA): TVA is an agency of the U.S. government established in 1933 to promote economic growth in the Tennessee Valley region. While not secured or guaranteed by the U.S. government, TVA discount notes are an obligation of the TVA, a wholly-owned corporate agency and instrumentality of the United States of America which is required by federal law to charge rates sufficient to cover its operating, capital and debt service costs. An active secondary market exists for TVA’s debt securities.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate U.S. Treasury securities having initial maturities of less than ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. Income Yield is obtained by dividing the current dollar income by the current market price for the security. The Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.
Adopted: September 16, 1999
Revised: November 15, 2001
Revised: December 21, 2006

C.R.S. § 24-75-601
C.R.S. § 24-75-702
Policy IJOC- School Volunteers and Service Providers

The Board of Education endorses The Denver Plan’s objective of promoting collaboration among the Denver community and all DPS stakeholders to support our children in a safe, orderly, and enriching environment in every school and classroom.

In furtherance of that objective, the Board of Education hereby adopts a comprehensive approach towards: promoting volunteerism; ensuring structure and safety in the manner that volunteers as well as student service/enrichment program providers are retained by the District and interact with our students; and building a culture of accountability on the part of school administrators to ensure student safety as well as the safety of all involved parties, including District staff and volunteers.

The Board of Education also recognizes and appreciates the volunteer services provided by community and civic organizations, mentoring programs, businesses, institutions, school partners, family members, and other individuals in support of the District’s educational efforts and the many supportive functions necessary to effect the District’s objectives.

Accordingly, the Superintendent or his designees shall adopt procedures and rules to comprehensively address centralized approval and retention of volunteers and student service/enrichment program providers, background clearance and safety protocols, volunteer oversight, administrator accountability, and streamlined and efficient volunteer program administration which respects and promotes volunteer contributions to our schools.

A volunteer is a person who serves the Denver Public Schools in a non-paid, non-credit, non-student capacity whose services are of value and benefit to the educational efforts of the Denver-
Public Schools and the many supportive functions necessary to carry out an effective program of instruction. The school district recognizes the contribution of volunteers and recognizes its responsibility to volunteers.

To be eligible for classification as a volunteer, a person shall:

1. Have a desire and willingness to serve the students of the Denver Public Schools through a recognized school function

2. Possess physical and mental health commensurate with the needs of the assigned tasks

3. Set a good example for students through actions, speech and attitudes

4. Demonstrate a willingness to adhere to local school and district practices, policies and procedures and to work under the direction of the unit administrator or the administrator's designee

Volunteers shall be recognized as serving the district when they are approved for assignment by the unit administrator and register as a volunteer during their time of service to the unit. Volunteers shall be insured against liability as provided for paid employees of the district by the Board of Education and in keeping with appropriate state laws and regulations to the extent required under Colorado law.

A central registry shall be maintained as an official record of service.

Adopted: May 1, 1975    Revised: May 5, 1998; November __, 2006
LEGAL REFS.: C.R.S. 8-41-106 (Workers’ Compensation Act)
   C.R.S. 24-10-103 (4)(a) (Colorado Governmental Immunity Act)