

#### **DISTRICT MISSION**

... Ensure that each student is empowered to achieve his or her dreams and contribute to his or her community and world ...

#### **BOARD PURPOSE**

Providing highly effective governance for Mapleton's strategic student achievement effort.

#### **CORE ROLES**

Guiding the district through the superintendent
Engaging constituents
Ensuring effective operations and
alignment of resources
Monitoring effectiveness
Modeling excellence

### 2010-2011 FOCUS AREAS

Student Achievement
Exceptional Staff
Character Development
Learning Environment
Communication
Community Involvement
Facilities Management
District Image

#### **BOARD MEMBERS**

Cindy Croisant Victor Domenico Craig Emmert Norma Frank Raymond Garcia

#### SUPERINTENDENT

Charlotte Ciancio

# Mapleton Public Schools Board of Education

Regular Meeting
Administration Building

November 23, 2010 6:00 p.m.

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Approval of Agenda
- 5. What's Right in Mapleton
- 6. Public Participation
- 7. Approval of the October 26, 2010, Board Meeting Minutes
- 8. Report of the Secretary
- 9. Consent Agenda
  - 9.1 Personnel Action, Policy EL 4.2 Mrs. Allenbach
  - 9.2 Finance Report, October, 2010, Policy EL 4.3 Mrs. Martinez
- 10. Focus: Student Achievement
  - 10.1 Curriculum Adoption-Economics, Policy EL 4.8 Dr. Gifford
  - 10.2 AYP/AMAO, Policy EL 4.8 Dr. Gifford
  - 10.3 Life Skills Curriculum Review, Policy EL 4.8 Mr. Crawford
- 11. Focus: Communication
  - 11.1 BEST Grant Site Lease Resolution, Policy EL 4.3 Mr. Herman
  - 11.2 Bond Issuance Resolution, Policy EL 4.3 Mr. Herman
  - 11.3 Draft Audit Report, Policy EL 4.4 Mrs. Martinez
  - 11.4 Tax Anticipation Note, Policy EL 4.4 Mrs. Martinez
- 12. Discussion of Next Agenda
- 13. Superintendent's Comments
- 14. Board Committee Update
- 15. School Board Remarks
- 16. Next Meeting Notification Tuesday, December 14, 2010
- 17. Adjournment

Welcome to a meeting of the Mapleton Public School Board of Education!

The board's meeting time is dedicated to addressing Mapleton's mission and top-priority focus areas.

"Public Participation" is an opportunity during the business meeting to present brief comments or pose questions to the board for consideration or follow-up. Each person is asked to limit his or her comments to 3 minutes.

If you are interested in helping Mapleton's efforts, please talk with any member of the district leadership team or call the district office at 303-853-1015. Opportunities abound.

Your participation is desired.

#### 1.0 CALL TO ORDER

President Norma Frank called the meeting of the Board of Education – Mapleton Public Schools to order at 6:02 p.m. on Tuesday, October 26, 2010, at the Administration Building.

#### 2.0 ROLL CALL

Norma Frank - President Present
Cindy Croisant – Vice President Present
Craig Emmert – Treasurer Present
Ray Garcia – Secretary Present
Victor Domenico – Assistant Secretary/Treasurer Present

#### 3.0 PLEDGE OF ALLEGIANCE

Mrs. Frank led the Pledge of Allegiance.

#### 4.0 APPROVAL OF AGENDA

**MOTION:** By Mr. Domenico, seconded by Ms. Croisant, to approve the agenda as presented.

AYES: Ms. Croisant, Mr. Domenico, Mr. Emmert, Mrs. Frank, and Mr. Garcia Motion carried 5-0

#### 5.0 WHAT'S RIGHT IN MAPLETON

Mr. Herman introduced Mike Gerace and Vic Domenico who were the forces behind getting the Mapleton "Big Purple" spirit bus painted. This would not have been possible without these two gentlemen. "Big Purple" has been present at Homecoming and Get Out the Vote activities and is in great demand by the students of the District. The Board thanked them for their generosity and community spirit.

**RECESS:** 6:04 p.m. and reconvened at 6:10 p.m.

#### **6.0 PUBLIC PARTICIPATION**

Hilary Sontag, 2171 E. 74<sup>th</sup> Avenue. Ms. Sontag gave an overview of 3A Bond campaign activities so far. Tim Vanbinsbergen, Campaign President, and 500 volunteers have attended over 90 community events. Every voter has received a personal call and a robo call from Senator Johnson. Last week alone there were eleven letters to the editor supporting the bond in the Sentinel. There has been a story in the Denver Post, on NPR radio, and a student rally is planned for tomorrow.

#### 7.0 APPROVAL OF MINUTES

**MOTION:** By Mr. Emmert, seconded by Mr. Domenico, to approve the minutes of the September 28, 2010, Regular Board meeting.

Mr. Domenico said he was glad to have approved the <u>Theory of Knowledge</u> and <u>Every Child a Writer</u> last time.

AYES: Ms. Croisant, Mr. Domenico, Mr. Emmert, Mrs. Frank, and Mr. Garcia Motion carried 5-0

#### 8.0 REPORT OF THE SECRETARY

Mr. Garcia read a letter from the Early Childhood Partnership of Adams County (ECPAC) thanking Mapleton Public Schools for their ongoing partnership.

Secretary Garcia also said that a letter from President Norma Frank recusing herself from the discussion and vote on item 11.1 Bid Acceptance was received by Board members.

#### 9.0 CONSENT AGENDA

**MOTION:** By Ms. Croisant, seconded by Mr. Emmert, to approve Agenda items as stated on the Board Agenda dated October 26, 2010: 9.1 Personnel Action; and 9.2 Finance Report for September, 2010.

AYES: Ms. Croisant, Mr. Domenico, Mr. Emmert, Mrs. Frank, and Mr. Garcia Motion carried 5-0

#### 10.0 STUDENT ACHIEVEMENT

#### 10.1 Review of Instructional Materials-Economics

Dr. Gifford gave a presentation on a textbook requested for York International: <u>Economics and Foundation Series</u>: <u>Economics</u>. This text supports the Colorado Finance Literacy standards required for all Colorado graduates. Curriculum information will be put on public display and final approval will be requested at the November 23, 2010, Board meeting. *A detailed copy of Dr. Gifford's report is included with these minutes*.

#### 11.0 FOCUS: COMMUNICATION

#### 11.1 Bid Acceptance Lighting Project

Mrs. Frank recused herself from this item and turned the meeting over to Ms. Croisant.

Mr. Herman said that on September 24, the District released a Request for Proposals for exterior building lighting work at the Western Hills Site. The exterior building lighting is in poor condition, leading to multiple vandalism and graffiti incidents at Western Hills over the past year. Upgrading the lighting will illuminate the building more appropriately, and replacing the existing lighting with much more efficient lighting will save electricity as well.

A mandatory pre-bid site walkthrough was conducted on October 4. One firm attended this mandatory meeting. The bid opening was conducted on October 15 at 11:00 at the District offices. The District received one bid as follows:

Firm	Western Hills Bid
Colorado Lighting	\$23,507.92

Pending Board approval of the bid, administration will formalize contracts with the successful firm and commence work on the projects as soon as possible.

**MOTION:** By Mr. Domenico, seconded by Mr. Garcia, to approve the bid for exterior lighting work at Western Hills site from Colorado Lighting as presented.

AYES: Ms. Croisant, Mr. Domenico, Mr. Emmert, and Mr. Garcia

RECUSED: Mrs. Frank Motion carried 4-0

Mr. Emmert requested a study session of the Bid process for all board members.

## Mapleton Public Schools Adams County School District No.1

#### 11.2 Student Enrollment Report

Mr. Crawford reported on the preliminary results of the official pupil count conducted in October, 2010. The annual October count is used by the state and the District for planning and funding purposes. The data presented could vary slightly from the figures which will be confirmed to CDE in November. A detailed copy of Mr. Crawford's report is included with these minutes.

#### 11.3 American Education Week

Ms. Wong presented the resolution to adopt American Education Week, November 14-20, 2010.

**WHEREAS,** The National Education Association's 89th annual American Education Week gives us an opportunity to celebrate public education and honor individuals who are making a difference in ensuring every child receives a quality education. Public schools are the backbone of our democracy, providing young people with the tools to maintain our nation's precious values of freedom, civility, and equality; and

WHEREAS, the NEA tagline, *Great Public Schools: A Basic Right and Our Responsibility*, reflects the Association's calling upon America to provide students with quality public schools so that they can grow, prosper, and achieve in the 21st century. By equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

**WHEREAS**, education employees, be they custodians or teachers, bus drivers or librarians, work tirelessly to serve our children and communities with care and professionalism; and

**WHEREAS**, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders and elected officials in a common enterprise;

**NOW THEREFORE**, The Board of Education of Mapleton Public Schools does hereby proclaim November 14-20, 2010, as American Education Week.

**MOTION:** By Ms. Croisant, who read the Resolution, seconded by Mr. Domenico, to approve the resolution for American Education Week.

AYES: Ms. Croisant, Mr. Domenico, Mr. Emmert, Mrs. Frank, and Mr. Garcia Motion carried 5-0

#### 12.0 DISCUSSION OF NEXT AGENDA

Mrs. Frank said that on the next agenda we have the School Accreditation Summary.

#### 13.0 SUPERINTENDENT'S COMMENTS

Ms. Ciancio said that the <u>Waiting for Superman</u> movie came out. The reviews are mixed, but the documentary is much aligned to our work in Mapleton. The union isn't represented well in the movie. We are holding our breath for next Tuesday and our Bond vote. We appreciate all the employees volunteering their time. The ECPAC letter that Mr. Garcia read was presented at a breakfast two weeks ago where the board was honored for their commitment to early childhood education. They received the book <u>Stone Soup</u> which is about partners contributing to the soup. Congratulations to the Board. At the next board study session we will talk about the bond and bidding process. If the bond doesn't pass we will talk about mental health.

#### 14.0 BOARD COMMITTEE UPDATE

Mr. Garcia commended the Mapleton Education Foundation for a great Gala. He invited Channing Puchino, Executive Director, to come forward. Ms. Puchino said that with the Gala and the employee drive we raised over \$102,000.

Ms. Croisant attended the BOCES meeting on October 13. BOCES consists of board members from Adams County districts working with the insurance group. Right now they are working on a strategic plan for BOCES.

Ms. Croisant also attended the legislative meeting for CASB on October 16 in Loveland with Mrs. Frank. Most of the issues that the Board talked about at the last Study Session were passed.

#### 15.0 SCHOOL BOARD REMARKS

Mr. Garcia said that the Spaghetti Dinner sponsored by Mountain States Toyota was very successful. He got to speak with members of the community who were very supportive.

Mrs. Frank attended the football game on Saturday. She said it is such a pleasure to go to the football games. There is one more home game left. Mrs. Frank said it was wonderful for the Board to be honored by the ECPAC group. Mapleton Education Foundation honored Mrs. Frank and her husband at the Gala for their contributions to Mapleton Public Schools. The Gala was so well done. She apologized for wearing her emotions on her sleeve tonight. We will have a sigh of relief on Tuesday. These tears are tears of pride for the many people who have contributed to the campaign and are supporting us.

#### 16.0 NEXT MEETING NOTIFICATION

The next Board meeting will be at 6:00 p.m. on Tuesday, November 23, 2010, at the Administration Building.

#### 17.0 ADJOURNMENT

The Board motioned to adjourn at 7:02 p.m.

Names Frank	l. Doord Drooidont
Norma Frani	k, Board President
Ray Garcia	, Board Secretary

Submitted by Carolyn Walenczak, Recording Secretary for the Board of Education



TO: Charlotte Ciancio, Superintendent

FROM: Karla Allenbach, Director of Human Resources

DATE: November 18, 2010

Policy: Treatment of Staff (EL 4.2)
Report Type: Decision Making (Consent)

SUBJECT: Personnel Action

**Policy Wording:** The Superintendent shall neither cause nor allow organizational circumstances for staff, including employees, independent contractors and volunteers that are unfair, undignified, disorganized or unclear.

**Policy Interpretation:** This policy is interpreted to require district administration to seek Board approval for changes to district staffing.

**Decision Requested:** The Office of Human Resources recommends the following personnel information to be approved by Board Action at the regular meeting of November 23, 2010.

## **CLASSIFIED STAFF**

<b>NEW EMPLOYEES</b>	POSITION/FACILITY	EFFECTIVE DATE	<b>REASON</b>
Burtner, Jayna	H.R./Prof. Development Sec/Admin	11/08/2010	Rehire
Davidson, Mark	Substitute Bus Driver/Transportation	10/29/2010	New Hire
Dinkle, Sandra	Substitute Health Para/Achieve/Explo	ore 11/15/2010	Rehire
Frawley, Tamara	Nutrition Services Asst./York Internation	nal 11/16/2010	New Hire
Gleim, Jodi	Inst. Paraprofessional/Welby Montess	ori 11/01/2010	New Hire
Hernandez, Marco	Inst. Paraprofessional/Achieve	10/29/2010	New Hire
McCarthy, Crystal	Substitute Library Para/York	11/01/2010	Rehire
Merrick, Ruth	Substitute Bus Driver/Transportation	10/27/2010	New Hire
Williams, Rebecca	UNC Para/MELC	11/08/2010	New Hire

RESIGNATIONS/TERM.	POSITION/FACILITY	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Dreher, Renee	Sp. Ed. Paraprofessional/Achieve	12/02/2010	Resignation
Welch, David	Fleet Manager/Transportation	11/11/2010	Dismissal

#### **CLASSIFIED REQUESTS**

Peggy Maldonado, Library Paraprofessional at York International, is requesting family medical leave of absence beginning November 1, 2010 through November 12, 2010.

Emma Ramirez, Group Leader at MELC, is requesting a personal leave of absence beginning January 3, 2011 through March 11, 2011 to complete student teaching requirements.

Manuel Ruybal, Custodian at Clayton, is requesting to retire October 26, 2010.

Natasha Walmsley, Health Paraprofessional at Achieve/Explore, is requesting a family medical leave absence beginning October 15, 2010 through January 28, 2010.

## **CERTIFIED STAFF**

NEW EMPLOYEES	POSITION/FACILITY	<b>EFFECTIVE DATE</b>	<u>REASON</u>
Long, Tara	1st Grade ELL/Achieve Academy	11/01/2010	New Hire
Murphy, Jennifer	Interventionist/Valley View	11/15/2010	New Hire
RESIGNATIONS/TERM.	POSITION/FACILITY	EFFECTIVE DATE	REASON
Brown, William	T.O.S.A./Clayton Partnership	11/24/2010	Resignation

#### **CERTIFIED REQUESTS**

Amber Vonderhoffen, .5 Kindergarten Teacher at York International, is requesting to extend her maternity leave of absence through the end of the 2010-2011 school year.

### **SUBSTITUTE TEACHERS**

## **ADDITIONS**

### **DELETIONS**

Layton, Lisa Lissner, Steven M. Loughlin, Emily Ord, Diana Paschke, Kurt Starnes, Lynda Warhola, Teresa

#### **GENERAL FUND**

	Period* Oct 1-Oct 31	Year to Date** 2010-2011	Budget*** 2010-2011
REVENUES			
Total Local Revenue Total Intermediate Revenue Total County Revenue Total State Revenue Total Federal Revenue	345,048 0 0 2,941,889 245,051	72,892 1,599 0 12,939,405 327,081	17,384,822 0 0 36,888,919 1,414,458
Total Transfers Total Loan Revenue	(291,641) 0	(1,166,565) 0	(4,601,115) 0
Total General Fund Revenue	3,240,347	12,174,411	51,087,084
EXPENDITURES			
Total Salaries Total Benefits Total Purchased Professional Services Total Purchased Property Services Total Other Purchased Services Supplies & Materials Property Other Objects Other Uses of Funds Other Total General Fund Expenditures	2,401,618 593,307 83,260 83,115 724,066 268,119 9,477 1,750 0 0 4,164,713	9,767,452 2,345,089 238,097 400,777 2,825,980 899,941 23,232 34,660 0 0	28,739,012 6,999,916 2,012,632 973,112 8,962,619 3,364,453 96,134 5,111,523 37,000 10,750 56,307,150
Beginning Fund Balance Fund Balance Year to Date		6,765,666 2,404,850	

<sup>\*</sup> Revenue and Expenditures for the month.

\*\*Revenue and Expenditures from July 1, 2010

\*\*\* Based on Original FY 2011 Budget

#### **GENERAL FUND**

	Percent of 2010-2011	Prior Year to Date 2009-2010	Percent of 2009-2010
REVENUES			
Total Local Revenue Total Intermediate Revenue Total County Revenue Total State Revenue Total Federal Revenue Total Transfers Total Loan Revenue	0.42% 0.00% 0.00% 35.08% 23.12% 25.35% 0.00%	784,188 2,350 0 9,345,706 0 0 2,525,000	4.57% 0.00% 0.00% 34.55% 0.00% 0.00%
Total General Fund Revenue	23.83%	12,657,244	28.37%
EXPENDITURES			
Total Salaries Total Benefits Total Purchased Professional Services Total Purchased Property Services Total Other Purchased Services Supplies & Materials Property Other Objects	33.99% 33.50% 11.83% 41.19% 31.53% 26.75% 24.17% 0.68%	9,091,521 2,202,265 393,719 423,379 182,848 893,704 40,838 18,836	32.04% 30.78% 20.38% 43.39% 21.15% 27.66% 36.57% 0.30%
Other Uses of Funds	0.00%	32,500	100.00%
Other Total General Fund Expenditures	0.00% 29.37%	10,750 13,290,360	0.00% 27.17%

#### **OTHER FUNDS**

	Period* Oct 1-Oct 31	Year to Date** 2010-2011	Budget*** 2010-2011
REVENUES			
CPP/Preschool Fund Governmental Grants Fund Capital Reserve Fund Insurance Reserve Fund Bond Redemption Fund Food Service Fund	0 114,009 44,305 0 10,725 262,663	99,335 755,884 645,509 541,340 42,445 600,844	1,228,987 2,876,148 2,455,320 541,290 1,717,547 2,146,454
Total Revenue, Other Funds	431,702	2,685,357	10,965,746
EXPENDITURES			
CPP/Preschool Fund Governmental Grants Fund Capital Reserve Fund Insurance Reserve Fund Bond Redemption Fund Food Service Fund	100,437 251,031 109,844 2,799 0 232,099	413,189 1,008,215 806,121 490,414 500 619,938	1,118,919 3,062,055 3,205,320 577,550 2,959,115 2,146,454
Total Expenditures, Other Funds	696,210	3,338,378	13,069,413

<sup>\*</sup> Revenue and Expenditures for the month.

\*\*Revenue and Expenditures from July 1, 2010

\*\*\* Based on Original FY 2011 Budget

#### OTHER FUNDS

	Percent of 2010-2011	Prior Year to Date 2009-2010	Percent of 2009-2010
REVENUES			
CPP/Preschool Fund Governmental Grants Fund Capital Reserve Fund Insurance Reserve Fund Bond Redemption Fund Food Service Fund	8.08% 26.28% 26.29% 100.01% 2.47% 27.99%	0 1,205,807 828,442 461,904 171,767 572,547	0.00% 25.54% 26.90% 97.38% 10.00% 26.55%
Total Revenue, Other Funds	24.49%	3,240,467	23.81%
EXPENDITURES			
CPP/Preschool Fund Governmental Grants Fund Capital Reserve Fund Insurance Reserve Fund Bond Redemption Fund Food Service Fund	36.93% 32.93% 25.15% 84.91% 0.02% 28.88%	412,527 1,314,221 591,325 428,239 500 523,681	28.70% 27.70% 16.89% 86.14% 0.02% 24.28%
Total General Fund Expenditures	25.54%	3,270,493	21.39%

#### **NEW AMERICA CHARTER**

	Period* Sep 1-Sep 31	Year to Date** 2010-2011	Budget*** 2010-2011	Percent of 2010-2011
REVENUES				
Per Pupil Funding At Risk Funding Risk/Cap Reserve Cap Reserve Grant Revenue ELPA Misc Rev	278,469 0 13,172 0 0 67	835,408 0 39,516 3,565 0 67	3,268,632 81,265 158,065 45,955 14,076	25.56% 0.00% 25.00% 7.76% 0.00%
Total Revenue  EXPENDITURES	291,708	878,556	3,567,993	24.62%
Salaries Benefits Purchased Services Supplies & Materials Equipment Other	110,339 24,473 134,723 18,119 3,912 41	249,382 64,037 369,811 45,849 20,423 3,588	1,317,818 358,270 1,680,417 107,000 50,000 165,913	18.92% 17.87% 22.01% 42.85% 40.85% 2.16%
Total Expenditures	291,608	753,089	3,679,418	20.47%

Beginning Fund Balance 111,425

<sup>\*</sup> The charter has a 25 day grace period for reporting

\*\*Revenue and Expenditures from July 1, 2010

\*\*\* Based on Original FY 2011 Budget

#### **CONNECTIONS ACADEMY**

	Period* Jul 1-Sep 30	Year to Date** 2010-2011	Budget*** 2010-2011	Percent of 2010-2011
REVENUES				
Per Pupil Funding Misc Rev	2,029,576	2,029,576	8,118,305	25.00%
Total Revenue	2,029,576	2,029,576	8,118,305	25.00%
EXPENDITURES				
Salaries/Benefits Purchased Services Supplies & Materials Equipment Other	400,847 328,325 380,269 898 455,139	400,847 328,325 380,269 898 455,139	2,189,586 947,603 2,132,557 4,500 2,844,059	18.31% 34.65% 17.83% 19.96% 16.00%
Total Expenditures	1,565,478	1,565,478	8,118,305	19.28%
Fund Balance to date		464,098		

<sup>\*</sup> Connections Academy reports to us on a quarterly basis \*\*Revenue and Expenditures from July 1, 2010

Report Date 11/16/10 02:37 PM Period Ending 10/31/10

Account Period 04

#### Mapleton Public Schools

Balance Sheet Summary

FJBAS01A

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 10 GENERAL FUND -2,679,855.50 4,955,379.20 10-000-00-0000-8101-000-0000-00-1 Cash-US Bank 7,635,234.70 995,762.03 .00 -43.65 10-000-00-0000-8101-000-0000-02-1 Cash-North Valley Bank 43.65 .00 -1,605,260.09 -1,717,128.85 10-000-00-0000-8101-000-0000-03-1 Payroll Acct-US Bank -111,868.76 -1,765,381.91 400.00 10-000-00-0000-8103-000-0000-01-1 Petty Cash-SKV Academy 400.00 . 00 .00 .00 .00 10-000-00-0000-8103-000-0000-02-1 Petty Cash-FREC .00 .00 10-000-00-0000-8103-000-0000-03-1 Petty Cash-MESA .00 1,000.00 1,000.00 .00 300.00 .00 10-000-00-0000-8103-000-0000-04-1 Petty Cash-Welby NT 300.00 .00 10-000-00-0000-8103-000-0000-05-1 Petty Cash-Explore Elem .00 200.00 200.00 .00 .00 150.00 10-000-00-0000-8103-000-0000-08-1 Petty Cash-Support Service 150.00 . 00 .00 200.00 10-000-00-0000-8103-000-0000-11-1 Petty Cash-Achieve 200.00 .00 10-000-00-0000-8103-000-0000-12-1 Petty Cash-Adventure 200.00 .00 .00 200.00 . 00 200.00 10-000-00-0000-8103-000-0000-13-1 Petty Cash-Clayton Partnership 200.00 .00 .00 .00 10-000-00-0000-8103-000-0000-14-1 Petty Cash-Enrichment .00 .00 10-000-00-0000-8103-000-0000-15-1 Petty Cash-Valley View 300.00 .00 300.00 . 00 .00 200.00 10-000-00-0000-8103-000-0000-16-1 Petty Cash-Highland 200.00 .00 .00 300.00 10-000-00-0000-8103-000-0000-17-1 Petty Cash-Meadow Community 300.00 .00 300.00 10-000-00-0000-8103-000-0000-18-1 Petty Cash-Monterey Community 300.00 .00 .00 200.00 10-000-00-0000-8103-000-0000-19-1 Petty Cash-Preschool 200.00 .00 .00 10-000-00-0000-8103-000-0000-21-1 Petty Cash-York Intl 600.00 .00 600.00 . 00 .00 850.00 10-000-00-0000-8103-000-0000-31-1 Petty Cash-Skyview High School 850.00 .00 .00 .00 10-000-00-0000-8103-000-0000-32-1 Petty Cash-Skyview Athletics .00 .00 .00 300.00 10-000-00-0000-8103-000-0000-35-1 Petty Cash-Mapleton Prep 300.00 .00 300.00 10-000-00-0000-8103-000-0000-36-1 Petty Cash-GLA 300.00 .00 .00 10-000-00-0000-8103-000-0000-46-1 Petty Cash-Media Services .00 300.00 300.00 .00 .00 500.00 10-000-00-0000-8103-000-0000-48-1 Petty Cash-Instr/Curriculum 500.00 .00 .00 100.00 10-000-00-0000-8103-000-0000-50-1 Petty Cash-Public Relations 100.00 .00 .00 200.00 10-000-00-0000-8103-000-0000-51-1 Petty Cash-Technology 200.00 .00 500.00 500.00 . 00 10-000-00-0000-8103-000-0000-53-1 Petty Cash-Off/Supt .00 .00 300.00 10-000-00-0000-8103-000-0000-57-1 Petty Cash-Staff Development 300.00 .00 .00 500.00 10-000-00-0000-8103-000-0000-59-1 Petty Cash-Administration Office 500.00 .00 .00 200.00 10-000-00-0000-8103-000-0000-61-1 Petty Cash-Finance Office 200.00 .00 .00 800.00 10-000-00-0000-8103-000-0000-62-1 Petty Cash-Fin/Central 800.00 .00 10-000-00-0000-8103-000-0000-65-1 Petty Cash-Transportation .00 .00 .00 .00 .00 400.00 10-000-00-0000-8103-000-0000-66-1 Petty Cash-Maintenance 400.00 .00 10-000-00-0000-8103-000-0000-67-1 Petty Cash-Custodial 200.00 .00 200.00 . 00 10-000-00-0000-8111-000-0000-01-1 Investment-ColoTrust 1,583,688.81 578.104.54 865,266.31 2,448,955.12 . 00 . 0.0 .00 10-000-00-0000-8111-000-0000-02-1 Investment-Piper Jaffray . 00 .00 .00 10-000-00-0000-8111-000-0000-03-1 Investment-McDaniel Memorial Fund .00 .00

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Account Period 04

#### Mapleton Public Schools

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FJBAS01A

Balance Sheet Summary

Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance GENERAL FUND Fund 10 .00 .00 10-000-00-0000-8111-000-0000-04-1 Investment-Federal Home Loan Bank .00 .00 .00 .00 10-000-00-0000-8111-000-0000-05-1 Investment-Liberty Savings .00 .00 .00 .00 10-000-00-0000-8111-000-0000-06-1 Investment-Fannie Mae .00 .00 10-000-00-0000-8111-000-0000-07-1 Investment-Front Range Bank .00 .00 .00 .00 .00 .00 10-000-00-0000-8111-000-0000-08-1 Wells Fargo TAN Loan .00 .00 10-000-00-0000-8103-000-0000-37-1 NVYAS Petty Cash .00 200.00 200.00 .00 .00 1,099,655.00 10-000-00-0000-8121-000-0000-00-1 Property Taxes Receivable 1,099,655.00 .00 .00 .00 10-000-00-0000-8122-000-0000-00-1 Allow Uncollect Property Tax .00 .00 -1,086.43 -1,086.43 10-000-00-0000-8141-000-0000-01-1 Due from Intergovernmental .00 .00 127,187.43 10-000-00-0000-8141-000-0000-03-1 Due from State Gov't 127,187.43 .00 .00 10-000-00-0000-8141-000-3120-03-1 Accounts Receivable Voc Ed .00 .00 .00 .00 -1,980.00 -142.56 10-000-00-0000-8153-000-0000-01-1 Accounts Receivable 1.837.44 .00 81,473.61 -1,938.91 79,534.70 10-000-00-0000-8153-000-0000-02-1 Accounts Receivable-Retired -8,570.98 .00 .00 10-000-00-0000-8153-000-0000-03-1 Accounts Receivable-Employees .00 .00 .00 .00 10-000-00-0000-8153-000-0000-04-1 Accounts Receivable-BOCES .00 .00 .00 .00 10-000-00-0000-8181-000-0000-00-1 Prepaid Expenes .00 .00 10-000-95-0000-8142-000-4010-00-1 Consolidated Title I Receivable 449,468,76 22,390.00 -49,487.00 399,981.76 1,474.00 156,201.79 10-000-95-0000-8142-000-4389-00-1 Consolidated Federal ARRA Receivable 154,727.79 78,101.00 10-000-00-0000-8132-000-0000-18-1 Due To/From Insurance Reserve Fund -2,798.88 .00 .00 .00 56,514.93 .00 -56,514.93 10-000-00-0000-8132-000-0000-19-1 Due To/From C.P.P. Fund -96,263.43 -1,097,422.03 .00 10-000-00-0000-8132-000-0000-22-1 Due To/From Gov't Grants Fund 1,097,422.03 -367,013.59 .00 10-000-00-0000-8132-000-0000-31-1 Due To/From Bond Redemption Fund .00 .00 .00 130,134.90 1,980.00 10-000-00-0000-8132-000-0000-43-1 Due To/From Capital Reserve Fund -128,154.90 .00 10-000-00-0000-8132-000-0000-51-1 Due To/From Food Service Fund 87,081.75 87,081.75 -85,940.82 .00 Total Assets 11,944,400.63 -651,612.04 -4,296,601.72 7,647,798.91

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Account Period 04

#### Mapleton Public Schools

Balance Sheet Summary

Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance GENERAL FUND Fund 10 .00 .00 10-000-00-0000-7421-000-0000-00-1 Accounts Payable .00 .00 -170,959.41 336.00 10-000-00-0000-7421-000-0000-01-1 Prior Yrs Accounts Payable 171,295,41 .00 .00 .00 10-000-00-0000-7455-000-0000-00-1 McDaniel Fund Interest-Clearing Acct .00 .00 289,772.17 .00 10-000-00-0000-7461-000-0000-00-1 Accrued Wages and Benefits 289,772.17 . 00 .00 3,315,141.07 10-000-00-0000-7461-000-0000-01-1 Accrued Salaries-Summer Payment 3,315,141.07 .00 10-000-00-0000-7461-000-0000-02-1 Accrued PERA-Summer Payment .00 837,181.11 837,181.11 .00 . 00 -39,736.00 10-000-00-0000-7461-000-0000-03-1 Accrued Vacation -39,736.00 .00 .00 .00 10-000-00-0000-7461-000-0000-04-1 Accrued Early Retirement .00 .00 .00 .00 10-000-00-0000-7471-000-0000-00-1 Due to State Gov't . 00 . 00 -356.69 -5.494.20 10-000-00-0000-7471-000-0000-01-1 Payable-PERA -5,137.51 9.08 15.14 10-000-00-0000-7471-000-0000-02-1 Payable-Federal Tax W/H 15.14 .00 . 0.0 50.00 39,786.00 10-000-00-0000-7471-000-0000-03-1 Payable-State Tax W/H 39,736,00 50.00 10-000-00-0000-7471-000-0000-04-1 Payable-Cigna .00 .00 .00 .00 -3,219.59279,309.58 270,979.79 267,760.20 10-000-00-0000-7471-000-0000-05-1 Payable-Kaiser . 0.0 -1.79 10-000-00-0000-7471-000-0000-06-1 Payable-Disab Adm/Class -1.79.00 . 0.0 .00 10-000-00-0000-7471-000-0000-07-1 Payable-Executive Services .00 .00 .00 10-000-00-0000-7471-000-0000-08-1 Payable-MEA Dues .00 .00 .00 10-000-00-0000-7471-000-0000-09-1 Payable-Food Service Dues .00 . 00 .00 .00 10-000-00-0000-7471-000-0000-10-1 Payable-Credit Union . 00 . 00 .00 .00 .00 .00 10-000-00-0000-7471-000-0000-11-1 Payable-Pace Dues .00 .00 .00 1.72 10-000-00-0000-7471-000-0000-12-1 Payable-Group Life 1.72 .00 47.70 274.56 10-000-00-0000-7471-000-0000-13-1 Payable-Tax Sheltered Annuities 226.86 100.00 10-000-00-0000-7471-000-0000-14-1 Payable-United Way .00 .00 .00 .00 .00 -78.46 10-000-00-0000-7471-000-0000-15-1 Payable-Medicare -78.46 .00 -16.25.00 10-000-00-0000-7471-000-0000-16-1 Payable-CCSEA -16.25.00 .00 .00 10-000-00-0000-7471-000-0000-17-1 Payable CASE Life .00 .00 .00 .00 10-000-00-0000-7471-000-0000-18-1 Payable-PERA Survivor Insurance .00 .00 . 0.0 . 00 10-000-00-0000-7471-000-0000-19-1 Payable-CASE Dues .00 . 00 .00 .00 10-000-00-0000-7471-000-0000-20-1 Payable-Cancer Care .00 .00 .00 .00 10-000-00-0000-7471-000-0000-21-1 Payable-Executive Svcs Life .00 .00 458.26 134.84 10-000-00-0000-7471-000-0000-22-1 Payable-Garnishment W/H -323.42 -158.91 -36,004.99 -36,004.99 10-000-00-0000-7471-000-0000-23-1 Payable-Dental .00 -6,555.84 10-000-00-0000-7471-000-0000-25-1 Payable-Clearing Account/Health Svcs .00 .00 .00 .00 .00 -10.00 10-000-00-0000-7471-000-0000-26-1 Payable-Mapleton Education Foundatio -10.00 .00 10-000-00-0000-7471-000-0000-27-1 Payable-Life Non-Cash . 00 . 00 .00 .00 10-000-00-0000-7471-000-0000-28-1 Payable-Long Term Hlth . 00 . 00 .00 .00 .00 . 00 .00 .00 10-000-00-0000-7471-000-0000-29-1 Payable-Disab Certified .00 573,888.00 10-000-00-0000-7481-000-0000-00-1 Deferred Revenue .00 573,888.00 Total Liabilities 5,178,734.46 272,753.91 64,214.66 5,242,949.12

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Account Period 04

#### Mapleton Public Schools

Page No 4

Balance Sheet Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	10	GENERAL FUND	<del></del> -			<del></del>
		10-000-00-0000-6761-000-0000-02-1 Restricted for Tabor 3% Reserve	1,298,851.00	.00	.00	1,298,851.00
		10-000-00-0000-6762-000-0000-01-1 Restricted for Multi-Yr Contracts	800,000.00	.00	.00	800,000.00
		10-000-00-0000-6763-000-0000-00-1 Assigned fund balance	307,200.00	.00	.00	307,200.00
		10-000-00-0000-9330-000-0000-00-1 Financial Crisis Restricted Reserve	.00	.00	.00	.00
		10-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	-5,218,065.84	.00	-2,000.00	-5,220,065.84
		10-000-00-0000-6770-000-0000-00-1 Unassigned fund balance	4,359,615.17	.00	.00	4,359,615.17
		Total Equity	1,547,600.33	.00	-2,000.00	1,545,600.33
		10-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-51,084,004.00	.00	-3,080.00	-51,087,084.00
		10-000-00-0000-6781-000-0000-00-1 Revenue Control	.00	3,240,346.85	12,174,411.20	12,174,411.20
		10-000-00-0000-6782-000-0000-00-1 Appropriations	56,302,069.84	.00	5,080.00	56,307,149.84
		10-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	-4,164,712.80	-16,535,227.58	-16,535,227.58
		10-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	35,169.27	-744,507.51	-744,507.51
		10-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	-35,169.27	744,507.51	744,507.51
		Total Controls	5,218,065.84	-924,365.95	-4,358,816.38	859,249.46
		Total Equity and Control	6,765,666.17	-924,365.95	-4,360,816.38	2,404,849.79
		Total Liabilities and Equity	11,944,400.63	-651,612.04	-4,296,601.72	7,647,798.91

<sup>\*</sup>Fund is in Balance .00

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#### Mapleton Public Schools

re Sheet Summary FJBAS01A

Account Period 04 Balance Sheet Summary

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	18	INSURANCE RESERVE FUND				
		18-000-00-0000-8101-000-0000-00-1 Cash-North Valley Bank	18,908.17	.00	-5,648.96	13,259.21
		18-000-00-0000-8111-000-0000-00-1 Investment-Self Insurance Pool	.00	.00	.00	.00
		18-000-00-0000-8111-000-0000-01-1 Investment-ColoTrust	14,875.93	-5,597.76	56,334.70	71,210.63
		18-000-00-0000-8181-000-0000-00-1 Prepaid Expenes	.00	.00	.00	.00
		18-000-00-0000-8132-000-0000-10-1 Due To/From General Fund	.00	2,798.88	.00	.00
		18-000-00-0000-8132-000-0000-43-1 Due To/From Cap Res Fund	.00	.00	.00	.00
		Total Assets	33,784.10	-2,798.88	50,685.74	84,469.84

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Account Period 04

#### Mapleton Public Schools

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Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 18	INSURANCE RESERVE FUND		<del></del>		
	18-000-00-0000-7421-000-0000-00-1 Accounts Payable	.00	.00	.00	.00
	18-000-00-0000-7421-000-0000-01-1 Prior Yrs Accounts Payable	240.36	.00	-240.36	.00
	Total Liabilities	240.36	.00	-240.36	.00
	18-000-00-0000-6766-000-0000-00-1 Restricted Insurance Reserve	.00	.00	.00	.00
	18-000-00-0000-6730-000-0000-00-1 Reserved fund balance	.00	.00	.00	.00
	18-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	-36,260.00	.00	.00	-36,260.00
	18-000-00-0000-6776-000-0000-01-1 Restricted fund balance	33,543.74	.00	.00	33,543.74
	Total Equity	-2,716.26	.00	.00	-2,716.26
	18-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-541,290.00	.00	.00	-541,290.00
	18-000-00-0000-6781-000-0000-00-1 Revenue Control	.00	.00	541,339.90	541,339.90
	18-000-00-0000-6782-000-0000-00-1 Appropriations	577,550.00	.00	.00	577,550.00
	18-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	-2,798.88	-490,413.80	-490,413.80
	18-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	.00	-3,792.52	-3,792.52
	18-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	.00	3,792.52	3,792.52
	Total Controls	36,260.00	-2,798.88	50,926.10	87,186.10
	Total Equity and Control	33,543.74	-2,798.88	50,926.10	84,469.84
	Total Liabilities and Equity	33,784.10	-2,798.88	50,685.74	84,469.84

\*Fund is in Balance

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#### Mapleton Public Schools

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Balance Sheet Summary

E.	TD7	SC	117	

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	19	C.P.P.				
		19-000-00-0000-8101-000-0000-02-1 CPP Cash NVB	.00	.00	99,326.50	99,326.50
		19-000-00-0000-8101-000-0000-03-1 Cash-CPP	111,052.15	-100,436.80	-356,842.05	-245,789.90
		19-000-00-0000-8153-000-0000-00-1 Accounts Receivable	8,801.00	.00	-8,801.00	.00
		19-000-00-0000-8132-000-0000-10-1 Due To/From General Fund	56,514.93	.00	-56,514.93	.00
		19-000-00-0000-8132-000-0000-22-1 Due To/From Gov't Grant Fund	.00	.00	.00	.00
		19-000-00-0000-8132-000-0000-43-1 Due to/From 19 and 43	6,692.00	.00	8,801.00	15,493.00
		Total Assets	183,060.08	-100,436.80	-314,030.48	-130,970.40

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#### Mapleton Public Schools

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Balance Sheet Summary

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 19	C.P.P.				
	19-000-00-0000-7421-000-0000-00-1 Accounts Payable	.00	.00	.00	.00
	19-000-00-0000-7421-000-0000-01-1 Prior Yrs Accounts Payable	176.12	.00	-176.12	.00
	19-000-00-0000-7461-000-0000-01-1 Accrued Salaries - Summer Payment	117,627.07	.00	.00	117,627.07
	19-000-00-0000-7461-000-0000-02-1 Accrued Benefits - Summer Payment	31,622.19	.00	.00	31,622.19
	Total Liabilities	149,425.38	.00	-176.12	149,249.26
	19-000-00-0000-6765-000-0000-00-1 Restricted CPP Reserve	.00	.00	.00	.00
	19-000-00-0000-6760-000-0000-00-1 Reserved fund balance	.00	.00	.00	.00
	19-000-00-0000-6775-000-0000-00-0 Budgeted Fund Balance	.00	.00	.00	.00
	19-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	110,068.00	.00	.00	110,068.00
	19-000-00-0000-6770-000-0000-00-1 Unreserved fund balance	33,634.70	.00	.00	33,634.70
	Total Equity	143,702.70	.00	.00	143,702.70
	19-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-1,228,987.00	.00	.00	-1,228,987.00
	19-000-00-0000-6781-000-0000-00-1 Revenue Control	.00	.00	99,335.00	99,335.00
	19-000-00-0000-6782-000-0000-00-1 Appropriations	1,118,919.00	.00	.00	1,118,919.00
	19-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	-100,436.80	-413,189.36	-413,189.36
	19-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	967.63	-1,901.39	-1,901.39
	19-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	-967.63	1,901.39	1,901.39
	Total Controls	-110,068.00	-100,436.80	-313,854.36	-423,922.36
	Total Equity and Control	33,634.70	-100,436.80	-313,854.36	-280,219.66
	Total Liabilities and Equity	183,060.08	-100,436.80	-314,030.48	-130,970.40

<sup>\*</sup>Fund is in Balance .00

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#### Mapleton Public Schools

Balance Sheet Summary FJBAS01A

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 22 Governmtl Designated-Purpose Grant Fd 99,323.75 266,173.04 22-000-00-0000-8101-000-0000-00-1 Cash-North Valley Bank 166,849.29 -314,000.20 -1,049,759.02 6,926.06 22-000-00-0000-8111-000-0000-01-1 Investment-ColoTrust 1,056,685.08 .00 .00 .00 22-000-00-0000-8111-000-0000-04-1 Investment-CLASS .00 .00 22-577-00-0000-8103-000-0000-00-1 Petty Cash-Chapter I .00 .00 .00 .00 .00 .00 22-000-00-0000-8142-000-1000-01-1 Due from Federal Gov't .00 .00 22-000-00-0000-8142-000-1000-02-1 Due from State Gov't .00 .00 .00 .00 22-000-00-0000-8153-000-0000-01-1 Accounts Receivable .00 .00 .00 .00 .00 .00 22-121-00-0000-8142-000-3901-01-1 Accounts Receivable Summer School .00 .00 22-129-00-0000-8142-000-5184-01-1 Accounts Receivable SS/HS . 00 . 00 .00 .00 22-183-00-0000-8142-000-0183-01-1 Accounts Receivable School Ready .00 .00 .00 .00 22-187-00-0000-8142-000-4173-01-1 Accounts Receivable Early Childhood .00 -4,928.00 -3,782.411,145.59 22-188-00-0000-8142-000-8600-01-1 Accounts Receivable Headstart . 0.0 .00 .00 .00 .00 .00 22-244-00-0000-8142-000-7076-01-1 Accounts Receivable NSF .00 .00 -81,955.23 463.45 22-245-00-0000-8142-000-7076-01-1 Accounts Receivable NSF2 82,418.68 . 00 . 00 . 00 22-304-00-0000-8142-000-0304-01-1 Accounts Receivable New Tech .00 .00 .00 .00 22-320-00-0000-8142-000-0320-01-1 Accounts Receivable Gates .00 .00 22-328-00-0000-8142-000-0331-01-1 Accounts Receivable El Pomar .00 .00 .00 .00 .00 .00 22-334-00-0000-8142-000-0334-01-1 Accounts Receivable CSSI .00 . 00 22-339-00-0000-8142-000-6215-01-1 Accounts Receivable SLC .00 .00 . 00 . 00 .00 .00 22-496-00-0000-8142-000-4048-01-1 Accounts Receivable Secondary Basic .00 .00 22-504-00-0000-8142-000-4027-01-1 Accounts Receivable Title VIB 294,624.05 -1,121.00 -83,385.00 211,239,05 22-553-00-0000-8142-000-4186-01-1 Accounts Receivable Title IV 1,820.00 -2,341.00 -24,357.00-22,537.0035,890.48 22-560-00-0000-8142-000-4365-01-1 Accounts Receivable Title III -39,920.0075,810.48 .00 22-561-00-0000-8142-000-4318-01-1 Accounts Receivable Title IID -7,172.00 .00 7,172.00 .00 -14,466.00 14,466.62 22-562-00-0000-8142-000-7365-01-1 Accounts Receivable Title III 28,932.62 .00 22-577-00-0000-8142-000-4010-01-1 Accounts Receivable Title I .00 .00 .00 .00 .00 8,737.00 22-578-00-0000-8142-000-4011-01-1 Accounts Receivable Title 1 Part C 8,737.00 .00 . 00 . 00 22-579-00-0000-8142-000-5010-01-1 Accounts Receivable Title I Reallocat .00 .00 .00 .00 22-580-00-0000-8142-000-5010-01-1 Accounts Receivable Title I Part A .00 .00 -2,050.00 73,921.21 22-582-00-0000-8142-000-4367-01-1 Accounts Receivable Title IIA 75,971,21 .00 .00 .00 22-583-00-0000-8142-000-5010-01-1 Accounts Receivable Title IIA .00 .00 .00 .00 22-584-00-0000-8142-000-5010-01-1 Accounts Receivable Title IA R&R .00 .00 .00 22-586-00-0000-8142-000-0342-01-1 Accounts Receivable Rose .00 .00 .00 .00 22-576-00-0000-8142-000-4389-00-1 ARRA Title I Part A Accts Rec .00 .00 .00 22-000-00-0000-8132-000-0000-10-1 Due To/From General Fund 1,097,422.03 .00 -1,097,422.03 367,013.59 22-000-00-0000-8132-000-0000-19-1 Due To/From C P P Fund .00 .00 . 00 . 00 .00 .00 22-000-00-0000-8132-000-0000-43-1 Due To/From Capital Reserve .00 .00 .00 .00 22-000-00-0000-8132-000-0000-51-1 Due To/From Food Service .00 .00 Total Assets 702,743.97 49,551.39 -111,246.47 591,497.50

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#### Mapleton Public Schools

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Balance Sheet Summary

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Account No/Description Beginning Current YTD Ending
Balance Balance Balance Balance Balance

Fund 22 Governmtl Designated-Purpose Grant Fd

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#### Mapleton Public Schools

Balance Sheet Summary

FJBAS01A

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance	
Fund 22	Governmtl Designated-Purpose Grant Fd	<del></del>				
	22-000-00-0000-7421-000-0000-00-1 Accounts Payable	.00	.00	.00	.00	
	22-000-00-0000-7421-000-0000-01-1 Prior Yrs Accounts Payable	579.50	.00	-514.50	65.00	
	22-000-00-0000-7461-000-0000-01-1 Accrued Salaries-Summer Payment	338,911.55	.00	.00	338,911.55	
	22-000-00-0000-7461-000-0000-02-1 Accrued Benefits-Summer Payment	73,599.23	.00	.00	73,599.23	
	22-000-00-0000-7482-000-1000-00-1 Deferred Revenue	.00	.00	.00	.00	
	22-119-00-0000-7482-000-3150-00-1 Gifted & Talented Deferred Revenue	5,119.00	.00	.00	5,119.00	
	22-121-00-0000-7482-000-3901-00-1 Deferred Revenue Summer School	5,113.00	.00	.00	5,113.00	
	22-155-00-0000-7482-000-3951-00-1 Deferred Revenue Explore Arts	.00	.00	.00	.00	
	22-183-00-0000-7482-000-0183-00-1 Deferred Revenue School Ready	950.40	.00	.00	950.40	
	22-187-00-0000-7482-000-4173-00-1 Deferred Revenue IDEA	.00	.00	.00	.00	
	22-188-00-0000-7482-000-8600-00-1 Deferred Revenue Headstart	33,357.00	.00	.00	33,357.00	
	22-194-00-0000-7482-000-0194-00-1 Deferred Revenue Friedman	1,120.00	.00	.00	1,120.00	
	22-304-00-0000-7482-000-0304-00-1 Deferred Rev New Tech	.00	.00	.00	.00	
	22-306-00-0000-7482-000-3192-00-1 Deferred Revenue Counselor Corp	4,752.00	121,573.00	121,573.00	126,325.00	
	22-307-00-0000-7481-000-0307-00-1 Deferred MESA Grant	1,056.00	.00	.00	1,056.00	
	22-307-00-0000-7482-000-0307-00-1 Deferred Revenue MESA Grant	1,455.88	.00	.00	1,455.88	
	22-308-00-0000-7481-000-0308-00-1 Deferred Revenue Qwest/Tech	979.00	.00	.00	979.00	
	22-308-00-0000-7482-000-0308-00-1 Deferred Revenue Qwest/Tech	-979.00	.00	.00	-979.00	
	22-310-00-0000-7482-000-1310-00-1 Deferred Revenue Truancy Red	3,996.00	.00	.00	3,996.00	
	22-320-00-0000-7482-000-0320-00-1 Deferred Revenue Gates	.00	.00	.00	.00	
	22-334-00-0000-7482-000-0334-00-1 Deferred Revenue CSSI	.00	.00	.00	.00	
	22-340-00-0000-7481-000-0334-00-1 Deferred Revenue CES	26,440.00	.00	.00	26,440.00	
	22-340-00-0000-7482-000-0340-00-1 Deferred Revenue CES	-9,357.00	.00	.00	-9,357.00	
	22-341-00-0000-7482-000-0341-00-1 Deferred Revenue CES2	1,853.77	.00	.00	1,853.77	
	22-496-00-0000-7482-000-4048-00-1 Deferred Revenue Secondary Basic	.00	.00	.00	.00	
	22-502-00-0000-7481-000-0502-00-1 Deferred MEF Grant	7,130.00	.00	.00	7,130.00	
	22-502-00-0000-7482-000-0502-00-1 Deferred Revenue MESA Grant	-7,085.61	.00	.00	-7,085.61	
	22-521-00-0000-7481-000-0303-00-1 Deferred Revenue Rose MESA	11,159.00	.00	.00	11,159.00	
	22-521-00-0000-7482-000-0303-00-1 Deferred Revenue Rose MESA	-11,159.00	.00	.00	-11,159.00	
	22-546-00-0000-7482-000-3952-00-1 Deferred Revenue Medicaid	18,089.00	.00	.00	18,089.00	
	22-553-00-0000-7482-000-4186-00-1 Deferred Revenue Drug Free	.00	.00	.00	.00	
	22-578-00-0000-7482-000-4011-00-1 Deferred Revenue Title I Part C (Migi	.00	.00	.00	.00	
	22-581-00-0000-7482-000-4298-00-1 Deferred Revenue Title V	3,496.00	.00	.00	3,496.00	
	22-599-00-0000-7482-000-3183-00-1 Deferred Revenue EARS	38,839.00	.00	.00	38,839.00	
	22-708-00-0000-7482-000-1161-00-1 State Breakfast Deferred Revenue	.00	.00	.00	.00	
	22-305-00-0000-7482-000-0305-00-1 Morgridge Foundation Deferred Revenu	.00	65,000.00	65,000.00	65,000.00	
	22-586-00-0000-7482-000-0342-00-1 ROSE DEFERRED REVENUE	13,025.00	.00	.00	13,025.00	
	22-580-00-0000-7482-000-5010-00-1 Deferred Revenue	236.81	.00	.00	236.81	
	Total Liabilities	562,676.53	186,573.00	186,058.50	748,735.03	

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Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	22	Governmtl Designated-Purpose Grant Fd		<del></del>		
		22-505-00-0000-8142-000-4391-00-1 ARRA Title VIB Accts Rec	-189,610.00	.00	-44,974.00	-234,584.00
		22-000-00-0000-6760-000-0000-00-1 Reserved fund balance	.00	.00	.00	.00
		22-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	-188,253.85	.00	2,347.00	-185,906.85
		22-000-00-0000-6770-000-0000-00-1 Unreserved fund balance	329,677.44	.00	.00	329,677.44
		Total Equity	-48,186.41	.00	-42,627.00	-90,813.41
		22-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-2,852,961.32	.00	-23,187.00	-2,876,148.32
		22-000-00-0000-6781-000-0000-00-1 Revenue Control	.00	114,009.35	755,884.12	755,884.12
		22-000-00-0000-6782-000-0000-00-1 Appropriations	3,041,215.17	.00	20,840.00	3,062,055.17
		22-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	-251,030.96	-1,008,215.09	-1,008,215.09
		22-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	-76,000.44	-77,061.99	-77,061.99
		22-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	76,000.44	77,061.99	77,061.99
		Total Controls	188,253.85	-137,021.61	-254,677.97	-66,424.12
		Total Equity and Control	140,067.44	-137,021.61	-297,304.97	-157,237.53
		Total Liabilities and Equity	702,743.97	49,551.39	-111,246.47	591,497.50

\*Fund is in Balance

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 31 Bond Redemption Fund .00 .00 31-000-00-0000-8101-000-0000-00-1 Cash-Colorado National Bank .00 .00 .00 .00 31-000-00-0000-8111-000-0000-01-1 Investment-ColoTrust .00 .00 .00 .00 31-000-00-0000-8111-000-0000-02-1 Investment-Piper Jaffray .00 .00 .00 31-000-00-0000-8111-000-0000-04-1 Investment-US Bancorp/Piper Jaffray .00 .00 .00 .00 .00 31-000-00-0000-8111-000-0000-05-1 US Bancorp-Dreyfus .00 .00 1,395,383.70 31-000-00-0000-8111-000-0000-06-1 Cash Held with Trustee 846,210.70 549,173.00 .00 -496,233.89 101,496.65 31-000-00-0000-8111-000-0000-07-1 US Bank Custodial Account 597,730.54 10,725.13 .00 31-000-00-0000-8111-000-0000-08-1 Bond Refunding Escrow .00 .00 .00 -10,994.61 76,002.39 31-000-00-0000-8121-000-0000-00-1 Property Taxes Receivable 86,997.00 .00 .00 31-000-00-0000-8132-000-0000-10-1 Due To/From From General Fund .00 .00 .00 1,530,938.24 10,725.13 1,572,882.74 Total Assets 41,944.50

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Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	31	Bond Redemption Fund		<del></del>		
		31-000-00-0000-7421-000-0000-00-1 Accounts Payable	.00	.00	.00	.00
		31-000-00-0000-7441-000-0000-00-1 Matured Coupons Payable	.00	.00	.00	.00
		31-000-00-0000-7455-000-0000-00-1 Accrued Interest Payable	.00	.00	.00	.00
		31-000-00-0000-7481-000-0000-00-1 Deferred Revenue	56,778.00	.00	.00	56,778.00
		Total Liabilities	56,778.00	.00	.00	56,778.00
		31-000-00-0000-6760-000-0000-00-1 Reserved fund balance	.00	.00	.00	.00
		31-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	-1,241,568.00	.00	.00	-1,241,568.00
		31-000-00-0000-6760-000-0000-01-1 Restructed fund balance	1,474,160.24	.00	.00	1,474,160.24
		Total Equity	232,592.24	.00	.00	232,592.24
		31-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-1,717,547.00	.00	.00	-1,717,547.00
		31-000-00-0000-6781-000-0000-00-1 Revenue Control	.00	10,725.13	42,444.50	42,444.50
		31-000-00-0000-6782-000-0000-00-1 Appropriations	2,959,115.00	.00	.00	2,959,115.00
		31-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	.00	-500.00	-500.00
		31-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	.00	.00	.00
		31-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	.00	.00	.00
		Total Controls	1,241,568.00	10,725.13	41,944.50	1,283,512.50
		Total Equity and Control	1,474,160.24	10,725.13	41,944.50	1,516,104.74
		Total Liabilities and Equity	1,530,938.24	10,725.13	41,944.50	1,572,882.74

<sup>\*</sup>Fund is in Balance .00

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Balance Sheet Summary FJBAS01A

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 43	CAPITAL RESERVE FUND				
	43-000-00-0000-8101-000-0000-00-1 Cash-North Valley Bank	165,541.16	-29,711.34	98,945.08	264,486.24
	43-000-00-0000-8111-000-0000-01-1 Investment-ColoTrust	246,027.31	-35,827.82	-114,976.35	131,050.96
	43-000-00-0000-8111-000-0000-02-1 Investment-US Bank Debt Svc Reserve I	420,537.50	.00	.00	420,537.50
	43-000-00-0000-8111-000-0000-03-1 Investment-US Bank Interest Fund	.00	.00	.00	.00
	43-000-00-0000-8111-000-0000-04-1 Investment-CLASS	.00	.00	.00	.00
	43-000-00-0000-8111-000-0000-05-1 Unrestricted Cash	.00	.00	.00	.00
	43-000-00-0000-8111-000-0000-06-1 Investment-Wells Fargo	.00	.00	.00	.00
	43-000-00-0000-8111-000-0000-07-1 Investment-Wells Fargo (Tech)	.00	.00	.00	.00
	43-000-00-0000-8111-000-0000-08-1 Investment-New Tech High	.00	.00	.00	.00
	43-000-00-0000-8111-000-0000-09-1 Investment-Wells Fargo (Buses)	.00	.00	.00	.00
	43-000-00-0000-8153-000-0000-00-1 Accounts Receivable	8,153.00	.00	-15,476.00	-7,323.00
	43-000-00-0000-8181-000-0000-00-1 Prepaid Expenes	.00	.00	.00	.00
	43-000-00-0000-8132-000-0000-10-1 Due To/From General Fund	128,154.90	.00	-130,134.90	-1,980.00
	43-000-00-0000-8132-000-0000-18-1 Due To/From Ins Res Fund	.00	.00	.00	.00
	43-000-00-0000-8132-000-0000-19-1 Due to/from CPP	-6,692.00	.00	-8,801.00	-15,493.00
	43-000-00-0000-8132-000-0000-22-1 Due To/From Governmental Grants	.00	.00	.00	.00
	Total Assets	961,721.87	-65,539.16	-170,443.17	791,278.70

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Balance Sheet Summary

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		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	43	CAPITAL RESERVE FUND			<del></del>	
		43-000-00-0000-7421-000-0000-00-1 Accounts Payable	.00	.00	.00	.00
		43-000-00-0000-7421-000-0000-01-1 Prior Yrs Accounts Payable	9,831.15	.00	-9,831.15	.00
		43-000-00-0000-7481-000-0000-00-1 Deferred Property Tax Revenue	.00	.00	.00	.00
		43-000-00-0000-7481-000-0000-01-1 Deferred Revenue	167,742.10	.00	.00	167,742.10
		43-000-00-0000-7531-000-0000-00-1 Obligation-Capital Leases	.00	.00	.00	.00
		Total Liabilities	177,573.25	.00	-9,831.15	167,742.10
		43-000-00-0000-6760-000-0000-00-1 Reserved fund balance	.00	.00	.00	.00
		43-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	-750,000.00	.00	.00	-750,000.00
		43-000-00-0000-6770-000-0000-00-1 Unreserved fund balance	784,148.62	.00	.00	784,148.62
		Total Equity	34,148.62	.00	.00	34,148.62
		43-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-2,455,320.00	.00	.00	-2,455,320.00
		43-000-00-0000-6781-000-0000-00-1 Revenue Control	.00	44,305.00	645,509.25	645,509.25
		43-000-00-0000-6782-000-0000-00-1 Appropriations	3,205,320.00	.00	.00	3,205,320.00
		43-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	-109,844.16	-806,121.27	-806,121.27
		43-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	30,759.67	-117,354.65	-117,354.65
		43-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	-30,759.67	117,354.65	117,354.65
		Total Controls	750,000.00	-65,539.16	-160,612.02	589,387.98
		Total Equity and Control	784,148.62	-65,539.16	-160,612.02	623,536.60
		Total Liabilities and Equity	961,721.87	-65,539.16	-170,443.17	791,278.70

<sup>\*</sup>Fund is in Balance

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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 5	Nutrition Service Fund				<del></del>
	51-000-00-0000-8101-000-0000-00-1 Cash-North Valley Bank	257,999.63	12,884.47	16,622.22	274,621.85
	51-000-00-0000-8101-000-0000-01-1 Cash-North Valley Bank School Passpoi	54.20	-2,474.70	-54.20	.00
	51-000-00-0000-8103-000-0000-00-1 Petty Cash	900.00	.00	-50.00	850.00
	51-000-00-0000-8103-000-0000-51-1 Petty Cash-Office	200.00	.00	.00	200.00
	51-000-00-0000-8111-000-0000-01-1 Investment-ColoTrust	1,055,588.29	.00	635.34	1,056,223.63
	51-000-00-0000-8141-000-0000-00-1 Due from State	-30.20	400.00	3,175.30	3,145.10
	51-000-00-0000-8141-000-0000-01-1 Due from Federal Gov't	158,894.32	-66,812.64	24,265.12	183,159.44
	51-000-00-0000-8141-000-0000-02-1 Receivable From Fed Govt	22,096.89	.00	-22,096.89	.00
	51-000-00-0000-8141-000-0000-03-1 Receivable-State of Colorado	.00	.00	.00	.00
	51-000-00-0000-8153-000-0000-01-1 Accounts Receivable	.00	.00	.00	.00
	51-000-00-0000-8154-000-0000-01-1 Uncollected meal costs	.00	.00	.00	.00
	51-000-00-0000-8171-000-0000-04-1 Commodity Received from Federal Govt	.00	.00	.00	.00
	51-000-00-0000-8171-000-0000-05-1 Prior Years Inventory Adjustment	.00	.00	.00	.00
	51-000-00-0000-8231-000-0000-00-1 Building Improvements	54,857.62	.00	.00	54,857.62
	51-000-00-0000-8241-000-0000-00-1 Equipment over \$100	211,715.75	.00	.00	211,715.75
	51-111-00-0000-8153-000-0000-00-1 BH Accounts Receivable	.00	.00	.00	.00
	51-111-00-0000-8171-000-0000-00-1 BH Inventory	.00	.00	.00	.00
	51-111-00-0000-8171-000-0000-01-1 BH Food Inventory	1,761.83	-1,020.29	314.34	2,076.17
	51-111-00-0000-8171-000-0000-02-1 BH Non Food Inventory	465.75	-151.36	-254.97	210.78
	51-112-00-0000-8153-000-0000-00-1 CL Accounts Receivable	.00	.00	.00	.00
	51-112-00-0000-8171-000-0000-00-1 CL Inventory	.00	.00	.00	.00
	51-112-00-0000-8171-000-0000-01-1 CL Food Inventory	2,031.80	1,344.13	2,922.90	4,954.70
	51-112-00-0000-8171-000-0000-02-1 CL Non Food Inventory	130.07	359.72	660.57	790.64
	51-113-00-0000-8153-000-0000-00-1 MDW Accounts Receivable	.00	.00	.00	.00
	51-113-00-0000-8171-000-0000-00-1 MDW Inventory	.00	.00	.00	.00
	51-113-00-0000-8171-000-0000-01-1 MDW Food Inventory	1,959.79	-675.51	86.64	2,046.43
	51-113-00-0000-8171-000-0000-02-1 MDW Non Food Inventory	26.62	327.42	526.17	552.79
	51-114-00-0000-8153-000-0000-00-1 MNT Accounts Receivable	.00	.00	.00	.00
	51-114-00-0000-8171-000-0000-00-1 MNT Inventory	.00	.00	.00	.00
	51-114-00-0000-8171-000-0000-01-1 MNT Food Inventory	2,033.31	2.41	1,774.30	3,807.61
	51-114-00-0000-8171-000-0000-02-1 MNT Non Food Inventory	111.82	81.18	697.30	809.12
	51-115-00-0000-8153-000-0000-00-1 VV Accounts Receivable	.00	.00	.00	.00
	51-115-00-0000-8171-000-0000-00-1 VV Inventory	.00	.00	.00	.00
	51-115-00-0000-8171-000-0000-01-1 VV Food Inventory	572.64	890.37	3,153.36	3,726.00
	51-115-00-0000-8171-000-0000-02-1 VV Non Food Inventory	165.27	64.95	587.23	752.50
	51-116-00-0000-8153-000-0000-00-1 WH Accounts Receivable	.00	.00	.00	.00
	51-116-00-0000-8171-000-0000-00-1 WH Inventory	.00	.00	.00	.00
	51-116-00-0000-8171-000-0000-01-1 WH Food Inventory	950.47	-599.48	2,056.83	3,007.30

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Beginning Current YTD Ending Account No/Description Balance Balance Balance Balance Fund 51 Nutrition Service Fund 706.73 792.21 51-116-00-0000-8171-000-0000-02-1 WH Non Food Inventory 85.48 513.28 -83.55 .00 51-156-00-0000-8171-000-0000-03-1 Welby Montessori Non Food Inventory 83.55 .00 -1,174.74.00 51-156-00-0000-8171-000-0000-04-1 Welby Montessori Food Inventory 1,174.74 .00 .00 .00 51-181-00-0000-8153-000-0000-00-1 MELC Accounts Receivable .00 . 00 .00 .00 51-181-00-0000-8171-000-0000-00-1 MELC Inventory .00 .00 2,456.78 51-181-00-0000-8171-000-0000-01-1 MELC Food Inventory 1,247.33 1,209.45 -37.33 10.46 293.81 51-181-00-0000-8171-000-0000-02-1 MELC Non Food Inventory 283.35 -54.33.00 .00 51-220-00-0000-8171-000-0000-00-1 JD Inventory .00 .00 .00 .00 51-220-00-0000-8171-000-0000-01-1 JD Food Inventory .00 . 00 .00 .00 51-220-00-0000-8171-000-0000-02-1 JD Non Food Inventory .00 .00 51-221-00-0000-8171-000-0000-00-1 YK Inventory .00 .00 .00 .00 . 0.0 .00 51-221-00-0000-8171-000-0000-01-1 YK Food Inventory .00 .00 .00 .00 51-221-00-0000-8171-000-0000-02-1 YK Non Food Inventory .00 .00 51-301-00-0000-8153-000-0000-00-1 SKV Accounts Receivable .00 .00 . 00 . 00 . 0.0 . 00 51-301-00-0000-8171-000-0000-00-1 SKV Inventory .00 .00 1,118.75 7,043.30 8,162.05 51-301-00-0000-8171-000-0000-01-1 SKV Food Inventory 3,879.41 446.32 726.99 51-301-00-0000-8171-000-0000-02-1 SKV Non Food Inventory 280.67 -804.49 51-511-00-0000-8153-000-0000-00-1 York Intl Accounts Receivable .00 .00 .00 . 00 .00 -10.00 51-511-00-0000-8171-000-0000-00-1 York Intl Inventory -10.00 . 00 3,103.95 5,152.58 2,048.63 -691.66 51-511-00-0000-8171-000-0000-01-1 York Intl Food Inventory 465.90 823.48 51-511-00-0000-8171-000-0000-02-1 York Intl Non Food Inventory 357.58 322.35 .00 .00 51-512-00-0000-8153-000-0000-00-1 GLA Accounts Receivable .00 .00 .00 51-512-00-0000-8171-000-0000-00-1 GLA Inventory .00 .00 .00 3,685.63 5,251.86 51-512-00-0000-8171-000-0000-01-1 GLA Food Inventory 1,566,23 1,383.85 189.72 700.27 51-512-00-0000-8171-000-0000-02-1 GLA Non Food Inventory 510.55 221.93 -10.415.15 .00 51-000-00-0000-8141-000-0000-04-1 Receivable of Local 10,415.15 .00 11,040.90 73,412.90 -10,932.34 51-000-00-0000-8171-000-0000-01-1 Food Inventory 62,372.00 2,575.53 17,621.27 -355.14 51-000-00-0000-8171-000-0000-02-1 Non Food Inventory 15,045.74 .00 -11,997.00 51-000-00-0000-8232-000-0000-00-1 Accum Depreciation Bldg -11,997.00 .00 .00 -56,192.75 51-000-00-0000-8242-000-0000-00-1 Accum Depreciation Equip -56,192.75 .00 .00 -.05 51-000-00-0000-8245-000-0000-00-1 Depreciation Expense - . 05 .00 .00 .00 51-156-00-0000-8153-000-0000-00-1 Welby Montessori Accounts Receivable .00 .00 .00 .00 51-156-00-0000-8171-000-0000-00-1 Welby Montessori Inventory .00 .00 4,215.53 4,215.53 51-156-00-0000-8171-000-0000-01-1 Welby Montessori Food Inventory .00 -22.0151-156-00-0000-8171-000-0000-02-1 Welby Montessori Non Food Inventory 276.85 456.80 456.80 .00 51-305-00-0000-8153-000-0000-00-1 NVYAS Accounts Receivable . 00 . 00 .00 .00 . 00 . 00 .00 .00 51-740-00-0000-8153-000-0000-00-1 Catering Accounts Receivable .00 .00 51-740-00-0000-8171-000-0000-00-1 Catering Inventory .00 .00

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Fund 51

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Nutrition Service Fund				
51-740-00-0000-8171-000-0000-01-1 Catering Food Inventory	.00	-81.84	2,749.99	2,749.99
51-740-00-0000-8171-000-0000-02-1 Catering Non Food Inventory	.00	16.02	576.05	576.05
51-935-00-0000-8153-000-0000-00-1 New America Accts Receivable	.00	.00	.00	.00
51-000-00-0000-8132-000-0000-10-1 Due To/From General Fund	.00	85,940.82	-87,081.75	-87,081.75
51-000-00-0000-8132-000-0000-22-1 Due To/From Government Grant	.00	.00	.00	.00
Total Assets	1,800,837.94	24,196.04	-25,219.49	1,775,618.45

Report Date 11/16/10 02:37 PM
Period Ending 10/31/10

Account Period 04

#### Mapleton Public Schools

Balance Sheet Summary

FJBAS01A

Page No 20

		Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund	51	Nutrition Service Fund				
		51-000-00-0000-7421-000-0000-00-1 Accounts Payable	3,818.15	.00	.00	3,818.15
		51-000-00-0000-7421-000-0000-01-1 Accounts Payable-Prior Yrs	380.05	.00	-380.05	.00
		51-000-00-0000-7401-000-0000-00-1 Advance from General Fund	.00	.00	.00	.00
		51-000-00-0000-7461-000-0000-01-1 Accrued Salaries and Benefits	99,978.76	.00	.00	99,978.76
		51-000-00-0000-7461-000-0000-03-1 Early Retirement-Current	.00	.00	.00	.00
		51-000-00-0000-7461-000-0000-04-1 Early Retirement-Non-current	.00	.00	.00	.00
		51-000-00-0000-7461-000-0000-05-1 Accrued Vacation	.00	.00	.00	.00
		51-000-00-0000-7481-000-0000-00-1 Deferred Commodity Revenue	1,031.00	.00	.00	1,031.00
		51-000-00-0000-7541-000-0000-02-1 Accrued Sick Leave	20,409.00	.00	.00	20,409.00
		51-111-00-0000-7481-000-0000-00-1 BH Deferred Revenue	50.90	-1,414.68	-1,124.56	-1,073.66
		51-112-00-0000-7481-000-0000-00-1 CL Deferred Revenue	465.89	-794.42	-1,304.57	-838.68
		51-113-00-0000-7481-000-0000-00-1 MDW Deferred Revenue	1,048.99	-742.74	-1,942.06	-893.07
		51-114-00-0000-7481-000-0000-00-1 MNT Deferred Revenue	802.66	-477.77	-590.60	212.06
		51-115-00-0000-7481-000-0000-00-1 VV Deferred Revenue	1,246.34	-847.66	250.44	1,496.78
		51-116-00-0000-7481-000-0000-00-1 WH Deferred Revenue	499.82	-570.79	-583.87	-84.05
		51-181-00-0000-7481-000-0000-00-1 MELC Deferred Revenue	263.47	10.15	-513.40	-249.93
		51-304-00-0000-7481-000-0000-00-1 Welby NT Deferred Revenue	297.55	.00	869.14	1,166.69
		51-331-00-0000-7481-000-0000-00-1 SKV Deferred Revenue	-3,612.06	.00	.00	-3,612.06
		51-511-00-0000-7481-000-0000-00-1 York Intl Deferred Revenue	1,010.99	-748.77	-56.46	954.53
		51-512-00-0000-7481-000-0000-00-1 GLA Deferred Revenue	783.70	-164.13	-38.19	745.51
		51-156-00-0000-7481-000-0000-00-1 Welby Montessori Deferred Revenue	.00	-358.37	-1,006.77	-1,006.77
		51-301-00-0000-7481-000-0000-00-1 Deferred Revenue	4,516.21	-258.58	295.51	4,811.72
		51-305-00-0000-7481-000-0000-00-1 NVYAS Deferred Revenue	.00	.00	.00	.00
		51-935-00-0000-7481-000-0000-00-1 New America Deferred Revenue	.00	.00	.00	.00
		Total Liabilities	132,991.42	-6,367.76	-6,125.44	126,865.98
		51-000-00-0000-6721-000-0000-01-1 Capital Contribution from Gen Fd	443,559.35	.00	.00	443,559.35
		51-000-00-0000-6721-000-0000-02-1 Capital Contribution from Cap Res Fd	125,326.97	.00	.00	125,326.97
		51-000-00-0000-6730-000-0000-00-1 Retained Earnings Appropriated	.00	.00	.00	.00
		51-000-00-0000-6730-000-0000-01-1 Budgeted Fund Balance	.00	.00	.00	.00
		51-000-00-0000-6775-000-0000-00-1 Budgeted Fund Balance	.00	.00	.00	.00
		51-000-00-0000-6740-000-0000-00-1 Unreserved fund balance	1,098,960.20	.00	.00	1,098,960.20
		Total Equity	1,667,846.52	.00	.00	1,667,846.52
		51-000-00-0000-6780-000-0000-00-1 Estimated Revenues	-2,146,453.95	.00	.00	-2,146,453.95
i		51-000-00-0000-6781-000-0000-00-1 Revenue Control	-10,415.15	262,662.65	611,259.38	600,844.23
		51-000-00-0000-6782-000-0000-00-1 Appropriations	2,146,453.95	.00	.00	2,146,453.95

Report Date 11/16/10 02:37 PM
Period Ending 10/31/10
Account Period 04

Fund

#### Mapleton Public Schools

Page No 21

Balance Sheet Summary

FJBAS01A
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	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
1 51	Nutrition Service Fund				
	51-000-00-0000-6783-000-0000-00-1 Expenditure Control	.00	-232,098.85	-619,938.28	-619,938.28
	51-000-00-0000-6784-000-0000-00-1 Encumbrance Control	.00	41,989.34	-7,534.22	-7,534.22
	51-000-00-0000-6753-000-0000-00-1 Reserve for Encumbrances	.00	-41,989.34	7,534.22	7,534.22
	51000000006785000000001 Encumbrance for Balance	.00	.00	.00	.00
	Total Controls	-10,415.15	30,563.80	-8,678.90	-19,094.05
	Total Equity and Control	1,657,431.37	30,563.80	-8,678.90	1,648,752.47
	Total Liabilities and Equity	1,790,422.79	24,196.04	-14,804.34	1,775,618.45

\*Fund is in Balance .00



TO: Charlotte Ciancio, Superintendent

FROM: Brenda Gifford, Executive Director of Learning Services

DATE: November 17, 2010

Policy: Communication and Support of the Board of Education (EL 4.8)

Report Type: Decision Making

SUBJECT: Adoption of Instructional Materials- Economics and Foundation Series:

**Economics** 

**Policy Wording:** The superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted as ensuring the Board officially adopts programs and curriculum for use in the school district upon recommendation of the superintendent.

**Board Action:** District administration is requesting the Board's adoption of *Economics* and *Foundation Series: Economics*.

**Report:** The Department of Learning Services, on behalf of York International, requests the Board's review of *Economics* and *Foundation Series: Economics*. The textbooks would be available for all high school Economics courses.

- o *Economics:* This 2010 text is published by Prentice Hall/Pearson Publishing for the use in high school Economics courses. The authors, Drs. Arthur O'Sullivan and Steven Sheffrin, have extensive academic and experiential background in economics from Princeton, UC-Davis and MIT. Grant Wiggins, a leading educational expert in curriculum design, is a co-author.
  - The text is organized into seven units of study:
    - Introduction to Economics
    - Introduction to Microeconomics
      - How markets work
      - o Business and Labor
      - o Money, Banking, and Finance
    - Introduction to Macroeconomics
      - o Measuring Economic Performance
      - o Government and the Economy
      - o The Global Economy

This text supports the Colorado Finance Literacy standards required for all Colorado graduates. The Personal Finance section can be taught within the Economics course or as a separate unit of study.

Each unit and chapter is organized around essential questions. For example, in Unit 2 Microeconomics, the essential question is, "Who benefits from the

free market economy?" The Teacher's Edition provides differentiated lesson plans and activities including worksheets and handouts written a various readability levels. The assessment formats vary from chapter tests that test math skills and critical thinking to document-based assessments with real-world application.

The student text and teacher's edition are supported by extensive free online interactive materials including a visual glossary, "How the Economy works", video news update powered by The Wall Street Journal Classroom edition, Economics on the go, and WebQuest.

o *Foundation Series: Economics:* This (2010) text is organized as described above. The unique difference is the student text which is written at a 6<sup>th</sup> grade reading level.

The *Economics* and *Foundation Series: Economics* curricula have been on display for public review and comment for the past thirty days. No comments or feedback have been received.



TO: Charlotte Ciancio, Superintendent

FROM: Brenda Gifford, Executive Director of Learning Services

DATE: November 17, 2010

POLICY: Communication and Support to the Board (EL 4.8)

**REPORT TYPE: Incidental** 

SUBJECT: Adequate Yearly Progress/Annual Measureable Achievement Objectives

**Policy Wording:** The superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted to include updates to the Board on the district's student achievement progress within and between school years.

**Decision Requested:** This is an information-only report. No Board decision is required at this time.

**Report:** Adequate Yearly Progress or AYP is a federal accountability measure for schools, districts and the state required by the No Child Left Behind Act (NCLB). One of the major goals of NCLB is for all students to be proficient in reading and math by 2014. In Colorado, AYP measures the year-to-year changes in the percent of students at least partially proficient on the CSAP against an annual target that increases every three years until it reaches 100 percent by 2014. AYP calculations are made annually to track the progress schools and districts are making toward reaching this goal.

Targets are increased every three years. Targets during the 09-10 school year were the same as they were during the 2008 and 2009 school years. The targets will increase during this 2010-2011 school year. Districts and schools reach their AYP targets only when students as a whole and all subgroups of students (by race, income, ELL, and students with special needs) meet the targets.

To make AYP, schools and any disaggregated demographic group with 30 or more students must:

- 1. Meet the 95% participation requirement (95% of students enrolled must take a state assessment).
- 2. Meet the math and reading performance targets, or decrease the percent of students scoring unsatisfactory by 10 percent from the prior year (also known as "Safe Harbor").
- 3. Meet the "Other Indicator" requirement. For elementary and middle school levels 1.21 percent of students must score at the advanced level in reading and math. For high schools, this is a graduation rate of 63 percent or an increase of two percentage points from the prior year graduation rate.

Last year (09-10), Mapleton had 114 targets to achieve. Ninety- eight or 86.0% of the targets were met district-wide, as compared to 94/114 or 82.5% of targets achieved for the 08-09 school year.

However, Mapleton, as a district, has not met AYP requirements for seven straight years. Consequently, the district is required to write an annual improvement plan and must earmark Federal Title 1 funds for use in certain specific ways. None of these requirements are at odds with what the district would be doing anyway to raise student achievement, so the impact of these sanctions related to AYP is minor.

One Mapleton school has not met AYP requirements for three consecutive years; Monterey Community School. School level AYP requirements only apply to schools receiving federal Title 1 funds. This school is required to write a school improvement plan, notify parents that it did not meet AYP requirements, and advertise other school options locally available to its students. Additionally, Supplemental Education Services must be provided to Monterey students in reading and math beyond the school day. These services started November 1.

Any Title I school that did <u>not</u> make AYP in the same content area for two consecutive years is identified for Improvement. For the second consecutive year, Global Leadership Academy did not make AYP in Elementary Reading and Meadow Community School did not make AYP in Elementary Math. Both schools are on School Improvement Year 1.

All three schools, Monterey, Global Leadership Academy, and Meadow are required to submit School Improvement Plans on January 15, 2011.

Adventure Elementary was one of only 5 schools in Colorado that moved off of School Improvement status. Adventure made substantial academic progress and made Adequate Yearly Progress for the past two years.

Annual Measurable Achievement Objectives (AMAO): Federal No Child Left Behind legislation requires states to establish Annual Measurable Achievement Objectives for students whose primary language is not English. In Colorado, district attainment of these Achievement Objectives is determined by student performance on the state's Colorado English Language Assessment (CELA) and CSAP. The CELA is given to most of the district's English Language Learners once per year in January. The assessment provides an overall language acquisition level, as well as subtest scores in the areas of listening, speaking, reading, writing, comprehension, and oral language.

Districts must meet specific Achievement Objectives in three areas:

- 1. Percentage of ELL students making English language acquisition progress
- 2. Percentage of ELL students attaining English proficiency
- 3. Percentage of ELL students making district Annual Yearly Progress (AYP) requirements (see AYP discussions above).

A district must meet these Achievement Objectives in all three areas to be in compliance with AMAO requirements. Achievement Objectives are the same for all Colorado school districts, and increase annually until the year 2014.

Mapleton has failed to meet one or more of the AMAO requirements fours years in row. For the 2009/10 school year, the district failed to meet the AMAO target concerning the percentage of ELL students making district Annual Yearly Progress (AYP) requirements. Mapleton schools made 15 of the 17 targets or 88.23%. The expectation for school districts is 100%. The district will incorporate an English Language Learner program improvement plan in the District Improvement Plan due January 15, 2011. Sanctions for districts unable to meet AMAO requirements over multiple years have not yet been identified.



TO: Charlotte Ciancio, Superintendent

FROM: Mike Crawford, Director of Student Support Services

DATE: November 18, 2010

Policy: Communication and Support of the Board of Education (EL 4.8)

Report Type: Decision Preparation

SUBJECT: Life Skills Curriculum Review

**Policy Wording:** The superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted as ensuring the Board officially adopts programs and curriculum for use in the school district upon recommendation of the superintendent.

**Board Action:** District administration is requesting the Board's review of the *Life Skills Training* curriculum. No decision is being requested at this time.

**Report:** The Department of Student Support Services recommends the *Life Skills Training* program be made available to schools serving middle level students. It will be implemented over time in schools where there is an identified need, a plan for implementation, and funding available.

The purpose of *Life Skills* is to provide middle level students with an organized way to develop decision-making and refusal skills necessary to help them meet common life challenges. Specifically, it is designed to prevent tobacco, alcohol and drug abuse while also increasing self esteem, positive relationships, better communication and other resiliency factors.

The *Life Skills Training* program consists of 14 themed units designed to be taught in sequence. Each unit takes one or two class periods, contains a major goal, measurable student objectives, content, and classroom activities. The program can be integrated into any subject area, although health education and science are logical choices. The units are:

- Self Image and Self Improvement
- Making Decisions
- Smoking: Myths and Realities
- Smoking and Biofeedback
- Alcohol: Myths and Realities
- Marijuana: Myths and Realities
- Advertising

- Violence and the Media
- Coping with Anxiety
- Coping with Anger
- Communication Skills
- Social Skills
- Assertiveness
- Resolving Conflicts

The *Life Skills* program is well researched. It is based on scientific evidence of what causes substance abuse, and its effectiveness has been documented through extensive evaluation. It has been selected as an exemplary prevention program by the American

Medical Association, the American Psychological Association, and the Office of Juvenile Justice and Delinquency Prevention, among others.

With the Board's approval, the *Life Skills Training* student and teacher materials will be put on public display and final approval will be requested at the December 14, 2010, Board meeting.



TO: Charlotte Ciancio, Superintendent FROM: Don Herman, Chief Operations Officer

DATE: November 10, 2010

Policy: Financial Condition and Activity (EL 4.3)

**Report Type: Decision Preparation** 

SUBJECT: Resolution Regarding BEST Grant Site Lease

**Policy Wording:** The Superintendent shall neither cause nor allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in District Ends policies.

**Policy Interpretation:** This policy is interpreted as requiring district administration to seek Board approval for site leases.

**Decision Requested:** District administration is requesting the Board approval of a resolution approving the lease of a portion of the Skyview site to secure funding from the State of Colorado BEST program.

**Report:** A resolution will be presented on November 23, 2010 seeking authorization by the Mapleton Public Schools Board of Education to lease a portion of the Skyview site to the State of Colorado Building Excellent Schools Today Master Trust Indenture (see attached). This lease is made in order to provide collateral to the BEST Master Trust Indenture in exchange for their financing of the BEST grant awarded to Mapleton in August.

The BEST grant program is funded through a combination of School Trust Land funds outlined in the Colorado constitution, and leveraged funds set up through the State Treasurer's Office. Through this combination of funds, the BEST program aims to fund between \$900 million and \$1 billion in school capital construction projects across Colorado.

The District is asking the Board to approve the use of a portion of the Skyview site as collateral for the leveraged portion of the BEST program. The site lease is identified in the ALTA survey attached, as Exhibit A. This includes the remaining portion of the original Skyview building (taking into account the planned demolition) as well as a surrounding 5 foot envelope and the parking lot. The lease requires no rent, and guarantees that the District "shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Site Lessor, except as expressly required or permitted by this Site Lease." Restrictions include selling, reassigning, transferring or conveying any portion of the leased property to any other entity. The District retains the title to the property during the entire lease term.

While technically the Trust holds license to the property noted in Exhibit A, the Trust relicenses the same property back to the District for our use.

The resolution, ALTA Survey and sample site lease are attached. District counsel will be available to answer any questions the Board may have about any of the documents.

### **Parcel Description**

# ALTA/ACSM LAND TITLE SURVEY

EXHIBIT A, BEING A PORTION OF LOT 1 (SEE SHEET 2) SUBDIVISION PLAT AMENDMENT FOR SKYVIEW CAMPUS (REC. NO. 2009000006334) AND LOT 1 SUBDIVISION PLAT AMENDMENT FOR SKYVIEW CAMPUS (REC. NO. 2009000006334 CITY OF THORNTON, COUNTY OF ADAMS,

PARCELS OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 4

# STATE OF COLORADO Notes

(PROVIDED BY CLIENT)

1) CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 1474038 FOR AREA DESCRIBED AS "EXHIBIT A" BEING A PORTION OF LOT 1, SUBDIVISION PLAT AMENDMENT FOR SKYVIEW CAMPUS (REC. NO. 2009000006334) AND 1477296 FOR ALL OF SAID LOT 1, DATED OCTOBER 7, 2010 AT 7:30 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS—OF—WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

2) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3) THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF MMAPLETON SCHOOL DISTRICT, ADAMS COUNTY SCHOOL DISTRICT NO. 1, COLORADO DEPARTMENT OF EDUCATION AND CHICAGO TITLE INSURANCE COMPANY, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID

4) THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

5) BASIS OF BEARINGS: A BEARING OF SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24 AS SHOWN ON THE PLAT OF SUBDIVISION PLAT AMENDMENT FOR SKYVIEW CAMPUS, AS RECORDED IN ADAMS COUNTY AT REC# 2009000006334, BETWEEN THE SOUTHWEST CORNER OF SECTION 24, BEING A 3 1/2" ALUMINUM CAP FOUND IN A RANGE BOX AND THE WEST 1/16 CORNER OF SECTION 24/25, BEING A 3 1/2" ALUMINUM CAP FOUND IN A RANGE BOX. ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

6) THE LOCATIONS FOR UNDERGROUND UTILITIES ARE BASED UPON VISIBLE SURFACE EVIDENCE, FIELD

MARKINGS BY ACCURATE UNDERGROUND AND MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANIES AND MUNICIPALITIES. LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES AND STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103.

7) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858 (2009).

8) THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

9) THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D LAND DESKTOP COMPANION (DIGITAL TERRAIN MODELING) RELEASE 2008 SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN.

10) BENCHMARK INFORMATION: POINT NO. 88-38 AS PROVIDED BY THE CITY OF THORNTON, THE SOUTHEAST UPPER FLANGE BOLT WITH A CHISELED 'X', ON A FIRE HYDRANT IN THE NORTHEAST QUADRANT OF HOFFMAN WAY AND 88TH AVENUE, HAVING AN ELEVATION OF 5,199.02' (NAVD '88).

11) SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5)

FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.

12) FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY—PANEL NO. 08001C0602H, DATED MARCH 5, 2007. FLOOD INFORMATION IS SUBJECT TO CHANGE..

13) DATES OF FIELD WORK: AUGUST 10-23, 2010 AND SEPTEMBER 19. 2007 THRU OCTOBER 02, 2007 (FLATIRONS, INC. JOB #07-53,504)

14) THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

15) THE TOTAL AREA OF LOT ONE IS 1,539,452 SQ. FT. OR 35.34 ACRES, MORE OR LESS. THE TOTAL AREA OF "EXHIBIT A" IS 241,814 SQ.FT. OR 5.55 ACRES, MORE OR LESS.

16) THE SUBJECT PROPERTY IS ZONED SFD, SINGLE FAMILY DETACHED, PER CITY OF THORNTON'S GOVERNMENT WEBSITE, AS RESEARCHED ON AUGUST 24, 2010. THE RESTRICTIONS ARE AS FOLLOWS: FRONT SETBACK: 15' SIDE SETBACK: 10' REAR SETBACK: 20' MAXIMUM BUILDING HEIGHT: 35' — MAIN BUILDING, 16' — ACCESSORY BUILDING

THE FRONT SETBACK ALONG A PORTION OF LOT 2 AND OUTLOT A IS 75 FEET AS PER PLANS SHOWN IN BOOK 3425 AT PAGE 53.

17) OWNERSHIP INFORMATION IS PER CITY OF THORNTON WEBSITE AS RESEARCHED ON AUGUST 24, 2010 AND IS SUBJECT TO CHANGE.

18) THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF SURVEY.

19) THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF SURVEY.

20) THERE WAS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES OR STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT TIME OF SURVEY.

21) ALL OR PORTIONS OF STRUCTURES IN THE BASEBALL FIELD AREA, AND A PORTION OF THE RETAINING WALL APPEAR TO BE IN THE SANITARY EASEMENT BK 4575 PG 214 (REC. NO. C0101156) AS SHOWN HEREON.

22) ALL SANITARY SEWER MANHOLES WERE INACCESSIBLE.

23) FENCE LINES ARE NOT COINCIDENT WITH PROPERTY LINES AS SHOWN HEREON.

24) CURBING APPEARS TO BE OVER THE SOUTHWESTERLY PROPERTY LINE 0.8' FEET AS SHOWN HEREON AND APPEARS TO BENEFIT THE ADJOINER.

25) ASPHALT CROSSES THE SOUTHERLY PROPERTY LINES IN TWO SEPARATE AREAS AS SHOWN HEREON.

26) GROSS AREA OF MAIN BUILDING IS DERIVED FROM THE COMBINATION OF THE FOOTPRINT MEASUREMENTS AND DIMENSIONS FROM DRAWINGS PROVIDED BY MAPLETON SCHOOL DISTRICT ON AUGUST 27, 2010 AND ARE NOT BASED ON FIELD SURVEYS. REVISION DATE OF 9/9/10 REFLECTS REDUCTION OF BUILDING AREA BASED ON ABOVE INFORMATION.

27) RETAINING WALL AND CONCRETE CROSS THE SOUTHERLY BOUNDARY LINE AS SHOWN HEREON.

28) THE FENCE LINE AND ASPHALT CROSS THE SOUTHEASTERLY BOUNDARY LINE AS SHOWN HEREON.

29) THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE COMMITMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE COMMITMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

8. JUNE 12, 1885 BK A25 PG 161 US PATENT
14.-19. LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS

#### Surveyor's Certificate

TO MAPLETON SCHOOL DISTRICT, ADAMS COUNTY SCHOOL DISTRICT NO. 1, COLORADO DEPARTMENT OF EDUCATION AND CHICAGO TITLE INSURANCE COMPANY:

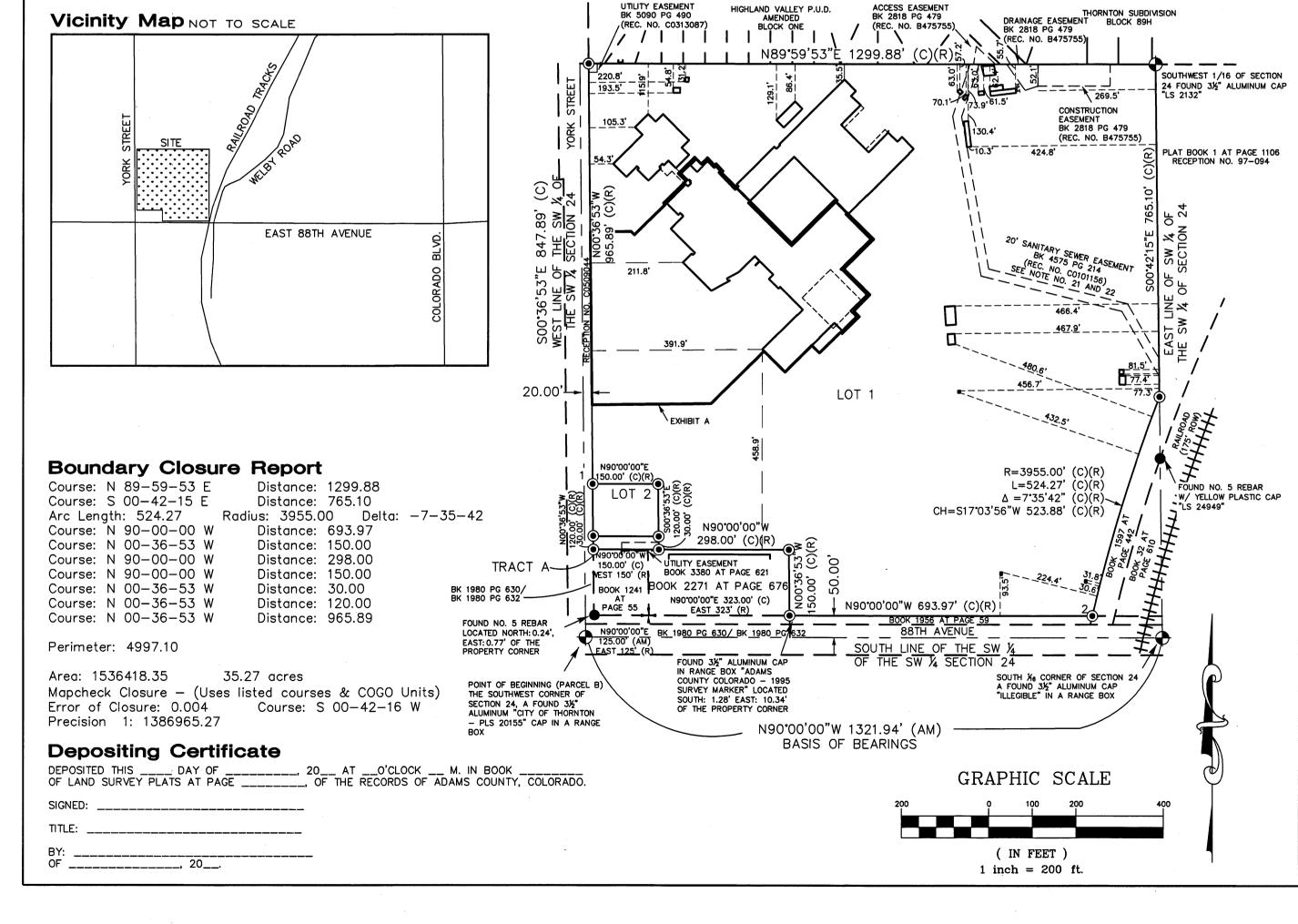
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7(A), 7(B-1, 2, 3), 8, 10, 11(A), 11 (B), 13, 16, 17 AND 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, THE RELATIVE POSITIONAL ACCURACY OF THIS STREET, DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

JOHN B. GUYTON
COLORADO P.L.S. #16405
CHAIRMAN & CEO, FLATRONS, INC.

BOU

**Boundary & Easements** 

ALTA/ACSMS LAND TITLE SURVEY PREPARED FOR MAPLETON SCHOOL DISTRICT OTHERS SHEET 1 OF 4 TAC 10/26/10 DRAWN BY: Flatirons. Inc. TAC 10/05/10 Surveying, Engineering & Geomatics T. COLVIN TAC 09/09/10 DATE: 3825 IRIS AVE, STE 100 INT: DATE: BOULDER, CO 80301 AUGUST 27, 2010 PH: (303) 443-7001 **REVISIONS:** FSI JOB NO. FAX: (303) 443-9830 CHECKED BY: 10-57,586 WW/ETB/JZG www.FlatironsInc.com COPYRIGHT 2010 FLATIRONS, INC.



# ALTA/ACSM LAND TITLE SURVEY

PARCELS OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO SHEET 2 OF 4

#### Exhibit A

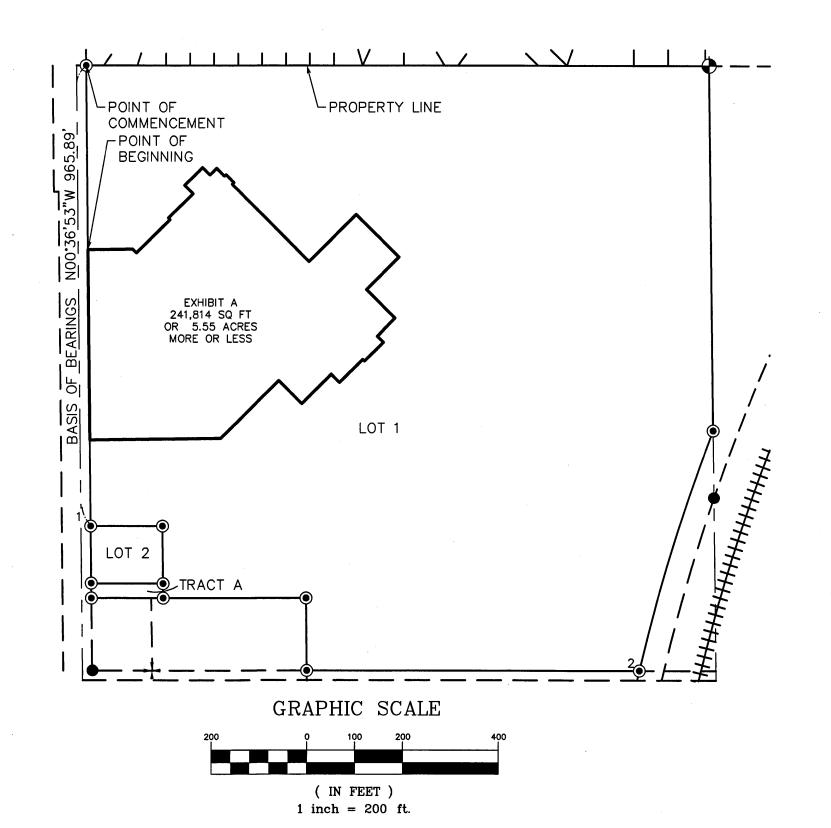
A PARCEL OF LAND OVER AND ACROSS A PORTION OF LOT 1 OF SUBDIVISION PLAT AMENDMENT FOR SKYVIEW CAMPUS RECORDED IN THE RECORDS OF ADAMS COUNTY AT RECEPTION NUMBER 2009000006334, LOCATED IN THE SOUTHWEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

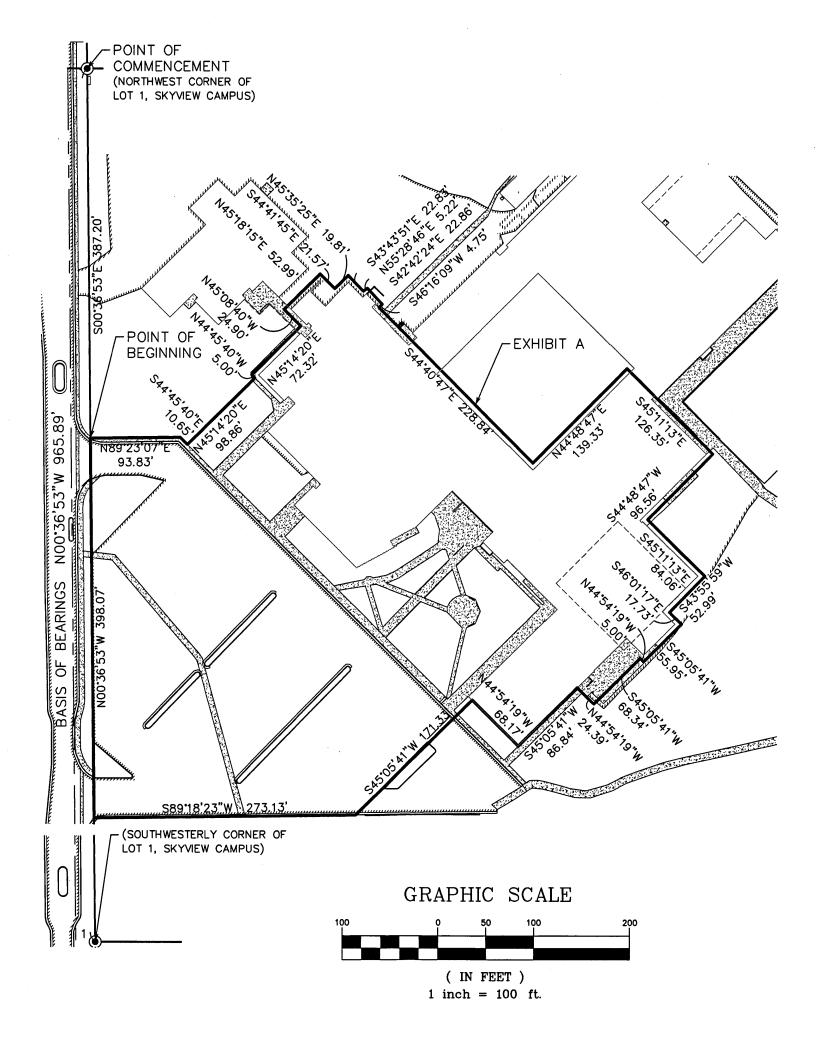
CONSIDERING THE WEST LINE OF SAID LOT 1 TO BEAR NORTH 00°36'53" WEST, A DISTANCE OF 965.89 FEET BETWEEN A #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406" AT THE NORTHWESTERLY CORNER OF LOT 2 OF SAID SUBDIVISION PLAT AMENDMENT FOR SKYVIEW CAMPUS AND A #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406" AT THE NORTHWESTERLY CORNER OF LOT 1, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, SOUTH 00'36'53" EAST, A DISTANCE OF 387.20 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 1, NORTH 89'23'07" EAST, A DISTANCE OF 93.83 FEET; THENCE SOUTH 44'45'40" EAST, A DISTANCE OF 10.65 FEET; THENCE NORTH 45'14'20" EAST, A DISTANCE OF 98.86 FEET; THENCE NORTH 44'45'40" WEST, A NORTH 45'14'20" EAST, A DISTANCE OF 98.86 FEET; THENCE NORTH 44'45'40" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 45'14'20" EAST, A DISTANCE OF 72.32 FEET; THENCE NORTH 45'08'40" WEST, A DISTANCE OF 24.90 FEET; THENCE NORTH 45'18'15" EAST, A DISTANCE OF 52.99 FEET; THENCE SOUTH 44'41'45" EAST, A DISTANCE OF 21.57 FEET; THENCE NORTH 45'35'25" EAST, A DISTANCE OF 19.81 FEET; THENCE SOUTH 43'43'51" EAST, A DISTANCE OF 22.83 FEET; THENCE NORTH 55'28'46" EAST, A DISTANCE OF 5.22 FEET; THENCE SOUTH 42'42'24" EAST, A DISTANCE OF 22.86 FEET; THENCE SOUTH 46'16'09" WEST, A DISTANCE OF 4.75 FEET; THENCE SOUTH 44'40'47" EAST, A DISTANCE OF 228.84 FEET; THENCE NORTH 44'48'47" EAST, A DISTANCE OF 139.33 FEET; THENCE SOUTH 45'11'13" EAST, A DISTANCE OF 126.35 FEET; THENCE SOUTH 44'48'47" WEST, A DISTANCE OF 96.56 FEET; THENCE SOUTH 45'11'13" EAST, A DISTANCE OF 84.06 FEET; THENCE SOUTH 43'55'59" WEST, A DISTANCE OF 52.99 FEET; THENCE SOUTH 46'01'17" EAST, A DISTANCE OF 17.73 FEET; THENCE SOUTH 45'05'41" WEST, A DISTANCE OF 55.95 FEET; THENCE NORTH 44'54'19" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 45'05'41" WEST, A DISTANCE OF 68.34 FEET; THENCE NORTH 44'54'19" WEST, A DISTANCE OF 68.17 FEET; THENCE OF 86.84 FEET; THENCE NORTH 44'54'19" WEST, A DISTANCE OF 68.17 FEET; DISTANCE OF 86.84 FEET; THENCE NORTH 44'54'19" WEST, A DISTANCE OF 68.17 FEET; THENCE SOUTH 45'05'41" WEST, A DISTANCE OF 171.33 FEET; THENCE SOUTH 89'18'23" WEST, A DISTANCE OF 273.13 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, NORTH 00'36'53" WEST, A DISTANCE

SAID PARCEL CONTAINING 241,814 SQ.FT. OR 5.55 ACRES, MORE OR LESS.

OF 398.07 FEET TO THE POINT OF BEGINNING;







## ALTA/ACSM LAND TITLE SURVEY PREPARED FOR MAPLETON SCHOOL DISTRICT

**OTHERS** SHEET 2 OF 4

DRAWN BY: T. COLVIN DATE: AUGUST 27, 2010 FSI JOB NO.

10-57,586

Flatirons, Inc. Surveying, Engineering & Geomatics

3825 IRIS AVE, STE 100 BOULDER, CO 80301 PH: (303) 443-7001 FAX: (303) 443-9830

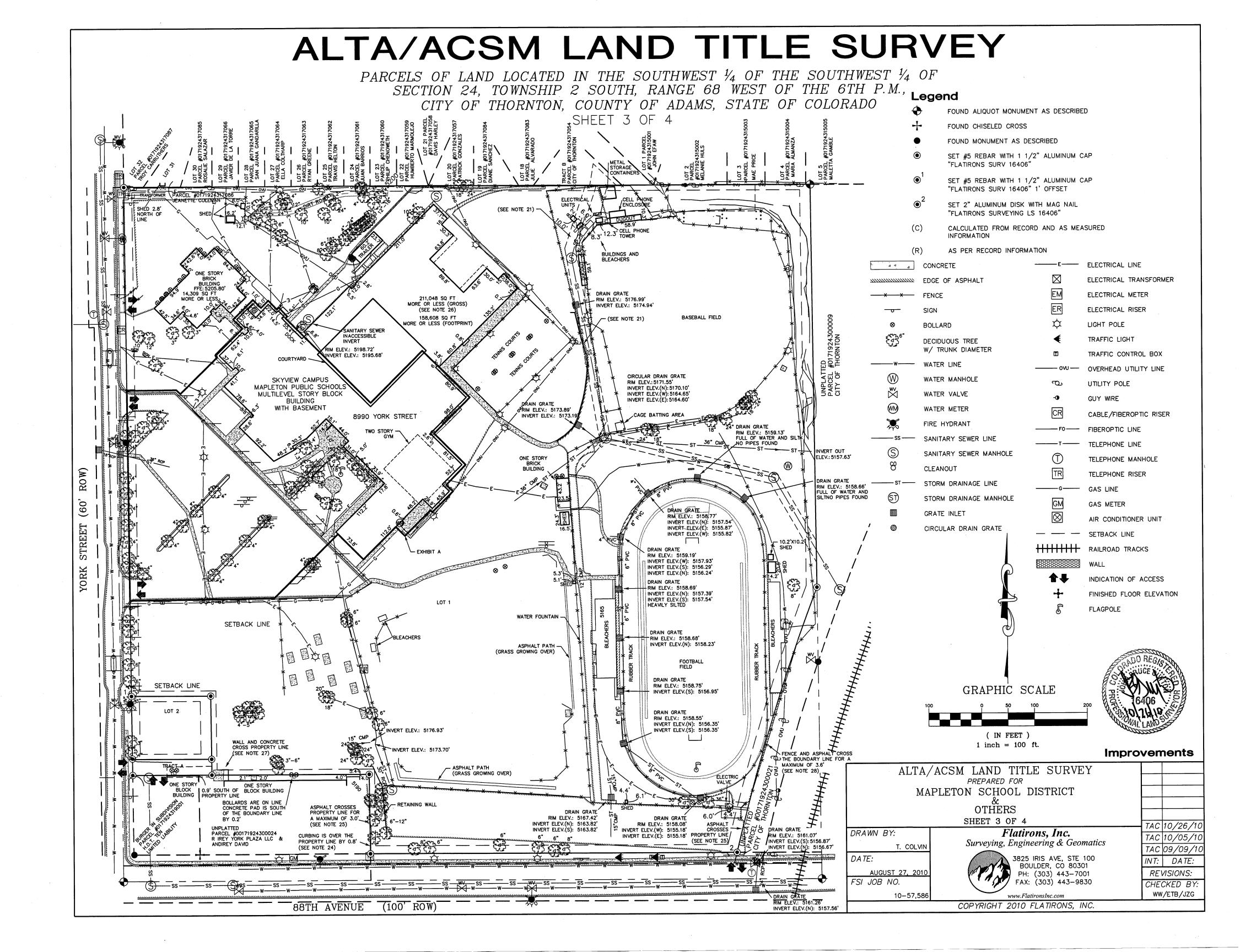
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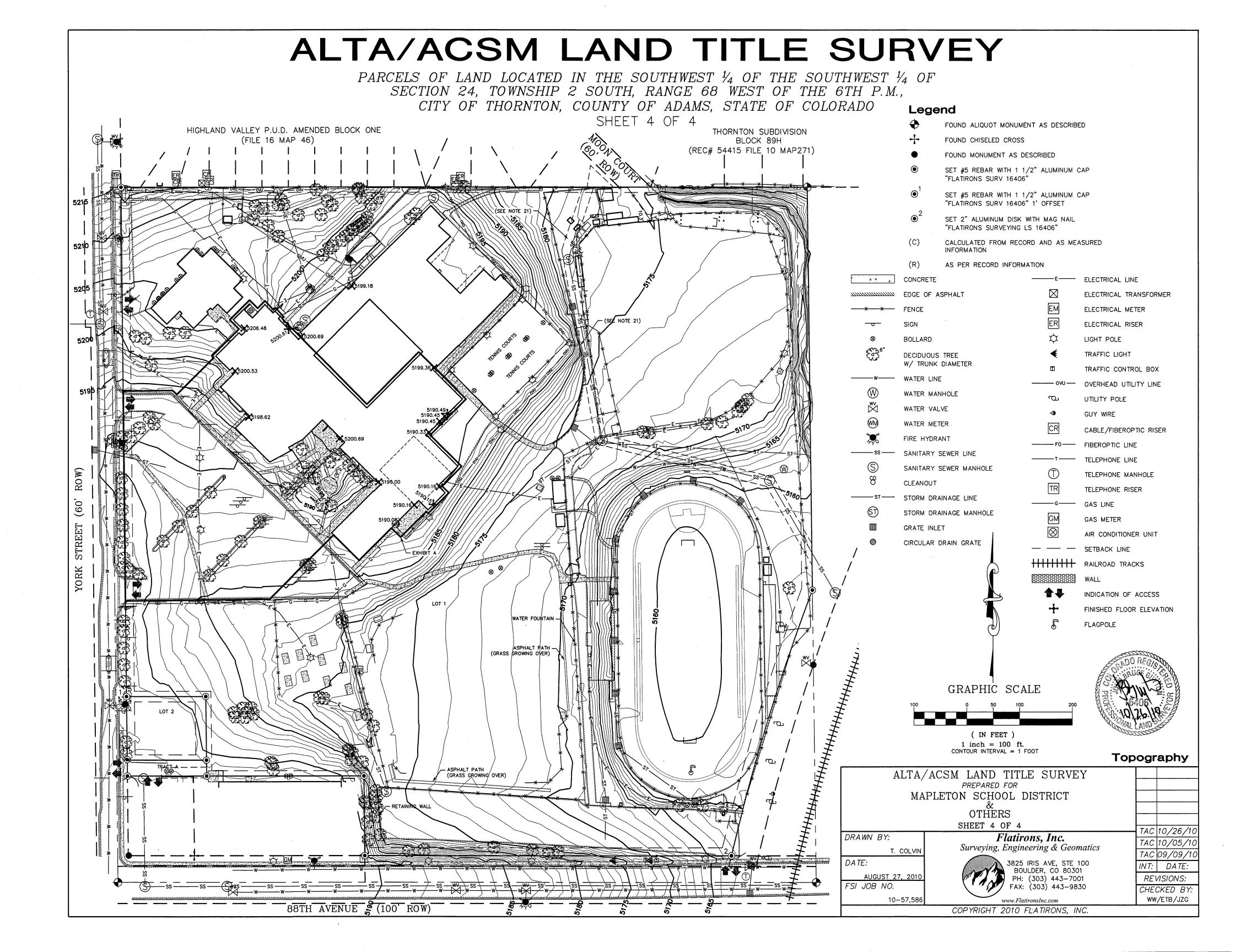
TAC 10/05/10 TAC 09/09/10 INT: DATE: REVISIONS: CHECKED BY:

**EXHIBIT A** 

TAC 10/26/10

WW/ETB/JZG





After recording return to:
Michael R. Johnson
Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202

### [FORM OF]

#### STATE OF COLORADO BUILDING EXCELLENT SCHOOLS TODAY SITE LEASE OF [NAME OF SITE LESSOR]

by and between

as site lessor

and

ZIONS FIRST NATIONAL BANK, solely in its capacity as Trustee under the Indenture identified herein, as site lessee

Dated as of March 16, 2010

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# STATE OF COLORADO BUILDING EXCELLENT SCHOOLS TODAY SERIES 2010B-C SITE LEASE

This State of Colorado Building Excellent Schools Today Site Lease (this "Site Lease") entered into by and 2010 and is of March 16. dated (the "Site Lessor"), as lessor, and Zions First National Bank, a national banking association duly organized and validly existing under the laws of the United States, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessee. Capitalized terms used but not defined in this Site Lease have the meanings assigned to them in the Glossary attached to the State of Colorado Building Excellent Schools Today Master Trust Indenture dated August 12, 2009, as such Glossary has been amended, supplemented and restated by the Glossary attached to the State of Colorado Building Excellent Schools Today Series 2010B-C Supplemental Trust Indenture dated March 16, 2010 and as it may further be amended, supplemented and restated from time to time.

#### **RECITALS**

- A. The Site Lessor owns the land described in attached Exhibit A hereto (the "Land") and the buildings, structures and improvements now or hereafter located on the Land (the Land and such buildings, structures and improvements, collectively, are referred to as the "Leased Property").
- B. The Site Lessor is authorized by applicable law, its governing documents, if relevant, and action of its Governing Body to, and will, lease the Leased Property to the Trustee pursuant to this Site Lease. The State Treasurer, on behalf of the State and on the instructions of the Assistance Board, will lease the Leased Property from the Trustee pursuant to the 2010B-C Lease.
- C. The State Treasurer, on behalf of the State, on the instructions of the Assistance Board and as authorized under the Act, will sublease the Leased Property to the Sublessee identified in the Sublease under which the Leased Property is subleased to such Sublessee. Proceeds of the Series 2010B-C Certificates issued pursuant to the Indenture will be used to finance the Project of such Sublessee.

#### **AGREEMENT**

For and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto hereby agree as follows:

#### ARTICLE I

#### CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

Section 1.01. Representations, Covenants and Warranties by Trustee. The Trustee hereby certifies, represents and agrees that all the certifications, representations and agreements of the Trustee set forth in Section 6.01 of the Master Indenture are true and accurate and makes

the same certifications, representations and agreements under this Site Lease as if set forth in full herein.

Section 1.02. Certifications, Representations and Agreements by Site Lessor. The Site Lessor certifies, represents and agrees that:

- (a) The Site Lessor is a Participating K-12 Institution or is the Chartering Authority for a Participating K-12 Institution that is a charter school.
- (b) The Site Lessor is duly organized, validly existing and in good standing under Colorado law. The Site Lessor is authorized under applicable law, its governing documents, if relevant, and action of its Governing Body to lease the Leased Property to the Trustee pursuant to this Site Lease and to execute, deliver and perform its obligations under this Site Lease.
- (c) The Site Lessor is the owner of the fee interest in the Leased Property, subject only to Permitted Encumbrances.
- (d) The Site Lessor has received all approvals and consents required for the Site Lessor's execution, delivery and performance of its obligations under this Site Lease.
- (e) This Site Lease has been duly executed and delivered by the Site Lessor and is enforceable against the Site Lessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.
- (f) The execution, delivery and performance of this Site Lease does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Site Lessor is now a party or by which the Site Lessor is bound, or constitute a default under any of the foregoing, violate any Requirement of Law applicable to the Site Lessor, or, except as specifically provided in the 2010B-C Lease, the Indenture and the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or to a charter school for which the Site Lessor is the Chartering Authority, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Site Lessor.
- (g) There is no litigation or proceeding pending or threatened against the Site Lessor or any other Person affecting the right of the Site Lessor to execute, deliver or perform the obligations of the Site Lessor under this Site Lease.
- (h) The Site Lessor will receive economic and other benefits by the leasing of the Leased Property by the Site Lessor pursuant to this Site Lease. The initial Leased Property leased pursuant to this Site Lease is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the purposes

and operations of the Site Lessor or a Participating K-12 Institution for which the Site Lessor is the Chartering Authority. The Site Lessor expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Scheduled Site Lease Term.

- (i) The Site Lessor is not aware of any current violation of any Requirement of Law relating to the Leased Property.
- (j) Minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property that exist with respect to the Leased Property do not materially impair title to the Leased Property.

#### ARTICLE II

#### DEMISING CLAUSE; ENJOYMENT OF LEASED PROPERTY

Section 2.01. Demising Clause. The Site Lessor demises and leases the land described in Exhibit A hereto (the "Land" for purposes of this Site Lease) and the buildings, structures and improvements now or hereafter located on the Land (the "Leased Property" for purposes of this Site Lease) to the Trustee in accordance with the terms of this Site Lease, subject only to Permitted Encumbrances, to have and to hold for the Site Lease Term.

Section 2.02. Enjoyment of Leased Property. The Site Lessor covenants that, during the Site Lease Term and so long as no Event of Default hereunder shall have occurred, the Trustee shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Site Lessor, except as expressly required or permitted by this Site Lease.

#### ARTICLE III

#### SITE LEASE TERM; TERMINATION OF SITE LEASE

#### Section 3.01. Site Lease Term.

- (a) The Site Lease Term shall commence on the date this Site Lease is executed and delivered and shall expire upon the earliest of any of the following events:
  - (i) March 16, 2050;
  - (ii) conveyance of the Leased Property to the Site Lessor pursuant to the Sublease relating to the Leased Property;
  - (iii) termination of this Site Lease following an Event of Default under this Site Lease in accordance with Section 10.02(a) hereof; or
  - (iv) cancellation of the Sublease pursuant to which the Leased Property is subleased pursuant to Section 3.03 of such Sublease.

Section 3.02. Effect of Termination of Site Lease Term. Upon termination of the Site Lease Term, all unaccrued obligations of the Trustee hereunder shall terminate, but all obligations of the Trustee that have accrued hereunder prior to such termination shall continue until they are discharged in full.

#### ARTICLE IV

## SITE LESSOR IS THIRD PARTY BENEFICIARY OF CERTAIN COVENANTS OF STATE IN 2010B-C LEASE

The Site Lessor and its successors and assigns are intended third party beneficiaries of the covenants of the State in Articles VI and VII and Section 9.02, 9.03(b) and 12.02 and of the Trustee in Section 9.03(a) of the 2010B-C Lease (the "Site Lessor Protection Provisions"). If the 2010B-C Lease is terminated for any reason, this Site Lease is not terminated and the Trustee leases or subleases all or any portion of the Leased Property or assigns an interest in this Site Lease, as a condition to such lease, sublease or assignment, the lessee, sublessee or assignee must execute an instrument, in form and substance reasonably satisfactory to the Site Lessor, that contains substantially the same covenants as the Site Lessor Protection Provisions and names the Site Lessor and its successors and assigns as intended third party beneficiaries of such covenants. Any provision of this Site Lease that is similar to any of the Site Lessor Protection Provisions shall not be interpreted to limit or restrict the rights of the Site Lessor under this Article.

#### ARTICLE V

#### RENT

The Trustee is not obligated to pay any rent under this Site Lease. The consideration to the Site Lessor for the right to use the Leased Property during the Site Lease Term is the deposit of proceeds of the Series 2010B-C Certificates into the Project Account held by the Trustee under the Indenture to finance the Project of the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority. The provisions of Article IV of this Site Lease are intended to assure that the State or another lessee, sublessee or assignee pays Additional Rent in accordance with the 2010B-C Lease or an amount equal to the Additional Rent that would have been paid under the 2010B-C Lease under another instrument executed and delivered pursuant to Article IV of this Site Lease.

#### ARTICLE VI

# TITLE TO LEASED PROPERTY; ENCUMBRANCES, EASEMENTS, MODIFICATIONS, SUBSTITUTION, DAMAGE, PERSONAL PROPERTY

Section 6.01. Title to Leased Property. Title to the Leased Property shall be held in the name of the Site Lessor, subject to this Site Lease, the 2010B-C Lease and the Sublease of the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority.

Section 6.02. Limitations on Disposition of and Encumbrances on Leased Property. Except as otherwise permitted in this Article or Article VII or VIII hereof and except for

Permitted Encumbrances, the Site Lessor shall not sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property.

Section 6.03. Granting of Easements. The Site Lessor shall, at the request of the Trustee or the State consent to grants of easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to the Leased Property on the same terms and in the same manner as the Trustee is required to do so pursuant to Section 7.03 of the 2010B-C Lease.

Section 6.04. Subleasing and Other Grants of Use. The Trustee is expressly authorized to lease or sublease the Leased Property to the State pursuant to the 2010B-C Lease. The State is expressly authorized to sublease the Leased Property to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority as Sublessee pursuant to a Sublease. The Trustee is expressly authorized to lease or sublease the Leased Property to or create other interests in the Leased Property for the benefit of any other Person or Persons in connection with the exercise of the Trustee's remedies under the 2010B-C Lease and the Indenture following an Event of Default or Event of Nonappropriation under the 2010B-C Lease.

Section 6.05. Substitution of Other Property for Leased Property. If the State substitutes other real property under the 2010B-C Lease for any portion of the Site Lessor's Leased Property, the property so substituted under the 2010B-C Lease may also be substituted for Leased Property under this Site Lease in any manner and on any terms determined by the State in its sole discretion.

Section 6.06. Property Damage, Defect or Title Event. If a Property Damage, Defect or Title Event occurs with respect to any portion of the Leased Property, the Net Proceeds received as a consequence thereof shall be deposited and used in accordance with Section 7.07 of the 2010B-C Lease.

Section 6.07. Condemnation by State or Site Lessor. In the event the State brings an eminent domain or condemnation proceeding with respect to the Leased Property and the 2010B-C Lease has not terminated, the terms of Section 7.08 of the 2010B-C Lease shall apply. In the event the Site Lessor brings an eminent domain or condemnation proceeding with respect to the Leased Property and the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority has not terminated, the terms of Section 7.08 of such Sublease shall apply. If (a) the 2010B-C Lease or the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority are terminated for any reason, (b) this Site Lease is not terminated and (c) the Trustee leases or subleases all or any portion of the Leased Property or assigns an interest in this Site Lease to a governmental entity that has eminent domain or condemnation powers, such lease or sublease shall include a provision similar to Section 7.08 of the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority.

Section 6.08. Personal Property of Trustee, State and Others. The Trustee, the State and any other Person who has the right to use the Leased Property under this Site Lease, the

2010B-C Lease or the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority, at its own expense, may install equipment and other personal property in or on any portion of the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

#### ARTICLE VII

#### LICENSES AND SHARED UTILITIES

Section 7.01. Access Licenses. The Site Lessor grants to the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive blanket license over, upon and through the roadways, drive lanes, parking areas and sidewalks now or hereafter located on real property owned by the Site Lessor that is adjacent to but not included in the Leased Property (the "Access Area") for the purpose of walking upon, moving equipment and goods and supplies through and driving vehicles upon, over and across all of the sidewalk areas, entrances, drives, lanes and parking areas, alleys and other areas for ingress and egress to and from the Leased Property; provided that such license shall not conflict with or adversely affect the use of the Access Area by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them. The Trustee grants to the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, a non-exclusive blanket license over, upon and through the roadways, drive lanes, parking areas and sidewalks now or hereafter located on the Leased Property for the purpose of walking upon, moving equipment and goods and supplies through and driving vehicles upon, over and across all of the sidewalk areas, entrances, drives, lanes and parking areas, alleys and other areas for ingress and egress to and from the Access Area; provided that such license shall not conflict with or adversely affect the Trustee's use of the Leased Property.

Section 7.02. Appurtenant Staging Areas Licenses. The Site Lessor grants to the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, non-exclusive licenses over, upon and through real property owned by the Site Lessor that is adjacent to but not included in the Leased Property (the "Appurtenant Staging Area") for the purposes of constructing, placing, operating and maintaining all necessary pipes, vents, conduits, wires and utilities necessary to maintain and operate the Leased Property and for the maintenance of any nonmaterial encroachments of the improvements constituting the Leased Property; provided that such license shall not adversely affect the use of the Appurtenant Staging Area by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them. The Trustee grants to the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, non-exclusive licenses over, upon and through the Leased Property for the purposes of constructing, placing, operating and maintaining all necessary pipes, vents, conduits, wires and utilities necessary to maintain and operate the Appurtenant Staging Area and for the maintenance of any nonmaterial encroachments of the improvements constituting the Appurtenant Staging Area; provided that such license shall not adversely affect the use of the Leased Property by the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them.

Section 7.03. Offsite Parking Licenses. The Site Lessor grants to the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive license for the use of areas designated as parking areas, and access to and from such parking areas, now or hereafter located on real property owned by the Site Lessor but not included in the Leased Property (the "Offsite Parking Area") for the purpose of parking of passenger vehicles (buses and similar vehicles excluded) in connection with the use of the Leased Property by the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; provided that such license shall not conflict with or adversely affect the use of the Offsite Parking Area by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; and provided, further that, the Site Lessor reserves the right to implement and enforce reasonable rules and regulations for the use of the Offsite Parking Area, including, without limitation: (a) to direct and regulate vehicular traffic and provide safe vehicular access to and from the Offsite Parking Area; (b) to specify and enforce rules and regulations with regard to the use of the Offsite Parking Area spaces; (c) to designate certain parking spaces to be used only by handicapped drivers, employees or visitors; (d) to implement and enforce parking fees and fines; and (e) to restrict time periods for permitted parking. The Trustee grants to the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive license for the use of areas designated as parking areas, and access to and from such parking areas, now or hereafter located on the Leased Property (the "Onsite Parking Area") for the purpose of parking of passenger vehicles (buses and similar vehicles excluded) in connection with the use of other real property not included in the Leased Property by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; provided that such license shall not conflict with or adversely affect the use of the Onsite Parking Area by the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; and provided, further that, the Trustee reserves the right to implement and enforce reasonable rules and regulations for the use of the Onsite Parking Area similar to those implemented and enforced by the Site Lessor with respect to the Offsite Parking Area.

Section 7.04. Shared Utilities. The Site Lessor agrees to provide the Leased Property with all gas, water, steam, electricity, heat, power and other utilities provided by Site Lessor to the Leased Property on the date hereof on a continuous basis except for periods of repair. The Site Lessor shall be entitled to reimbursement for its actual and reasonable costs incurred in providing such utilities, determined in a fair and reasonable manner based on the use of such utilities by the Leased Property or portions thereof, the operational, maintenance and repair costs of such utilities elements and any costs to acquire or relocate any easements or lines relating to or used in connection with the operation of such utilities. Pursuant to the 2010B-C Lease, the State has agreed to reimburse the Trustee for such costs during the Lease Term of the 2010B-C Lease. Pursuant to the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority, the Sublessee under such Sublease, has agreed to reimburse the State for such costs during the Sublease Term of such Sublease. If, (a) the 2010B-C Lease is terminated for any reason, (b) this Site Lease is not terminated and (c) the Trustee leases or subleases all or any portion of the Leased Property or

assigns an interest in this Site Lease, the lessee, sublessee or assignee, as a condition to such lease, sublease or assignment, must agree to reimburse the Site Lessor for such costs.

#### ARTICLE VIII

#### **GENERAL COVENANTS**

Section 8.01. Further Assurances and Corrective Instruments. So long as this Site Lease is in full force and effect, the Trustee and the Site Lessor shall have full power to carry out the acts and agreements provided herein and the Site Lessor and the Trustee, at the written request of the other, shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Site Lease.

Section 8.02. Compliance with Requirements of Law. On and after the date hereof, the Site Lessor shall not take any action with respect to the Leased Property that violates the terms hereof or is contrary to the provisions of any Requirement of Law.

Section 8.03. Participation in Legal Actions. At the request of and at the cost of the Trustee or the State, the Site Lessor shall join and cooperate fully in any legal action in which the Trustee or a State asserts its right to the enjoyment of the Leased Property; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the enjoyment of the Leased Property by the Trustee or the State; or that involves the imposition of any charges, costs or other obligations with respect to the Trustee's execution, delivery and performance of its obligations under this Site Lease or the State's execution, delivery and performance of its obligations under the 2010B-C Lease.

#### ARTICLE IX

#### LIMITS ON OBLIGATIONS

Section 9.01. Disclaimer of Warranties. THE SITE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. In no event shall the Site Lessor be liable for any incidental, special or consequential damage in connection with or arising out of this Site Lease or the existence, furnishing, functioning or use by the Trustee of any item, product or service provided for herein.

Section 9.02. Financial Obligations of Trustee Limited to Trust Estate. Notwithstanding any other provision hereof, all financial obligations of the Trustee under this Site Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

#### ARTICLE X

#### **EVENTS OF DEFAULT AND REMEDIES**

Section 10.01. Event of Default Defined. An "Event of Default" under this Site Lease shall be deemed to have occurred upon failure by the Trustee to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Trustee by the Site Lessor, unless the Site Lessor shall consent in writing to an extension of such time prior to its expiration; provided, however, that:

- (a) if the failure stated in the notice cannot be corrected within the applicable period, the Site Lessor shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected; and
- (b) if, by reason of Force Majeure, the Trustee shall be unable in whole or in part to carry out any agreement on its part herein contained the Trustee shall not be deemed in default during the continuance of such inability; provided, however, that the Trustee shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the Trustee from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be solely within the discretion of the Trustee.

Section 10.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Site Lessor may take one or any combination of the following remedial steps:

- (a) terminate the Site Lease Term and give notice to the Trustee to immediately vacate the Leased Property;
- (b) sell or lease its interest in all or any portion of the Leased Property, subject to the purchase option of the Sublessee under the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority;
- (c) enforce any provision of this Site Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XI hereof by specific performance, writ of mandamus or other injunctive relief; and
- (d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Site Lease, subject, however, to the limitations on the obligations of the Trustee set forth in Section 9.02 hereof.

Section 10.03. No Remedy Exclusive. Subject to Section 9.02 hereof, no remedy herein conferred upon or reserved to the Site Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Site Lessor to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 10.04. Waivers. The Site Lessor may waive any Event of Default under this Site Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

#### ARTICLE XI

#### TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 11.01. Assignment by Site Lessor. The Site Lessor shall not, except as otherwise provided elsewhere in this Site Lease, assign, convey or otherwise transfer to any Person any of the Site Lessor's interest in the Leased Property or the Site Lessor's rights, title or interest in, to or under this Site Lease.

Section 11.02. Transfer of the Trustee's Interest in Lease and Leased Property Prohibited. Except as otherwise permitted by Section 6.04 hereof with respect to subleasing or grants of use of the Leased Property and Section 6.05 hereof with respect to substitutions or as otherwise required by law, the Trustee shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Site Lease or the Leased Property to any Person, whether now in existence or organized hereafter.

Section 11.03. Conveyance of Leased Property to State Pursuant to 2010B-C Lease. The parties recognize and agree that, notwithstanding any other provision of this Site Lease, the 2010B-C Lease or any Sublease, upon conveyance of all the Leased Property subject to the 2010B-C Lease by the Trustee to the State pursuant to Article VIII of the 2010B-C Lease and conveyance of the Leased Property subject to this Site Lease by the State to the Sublessee pursuant Section 9.03 of the Sublease applicable to such Leased Property: (a) if the Site Lessor under this Site Lease and the Sublessee under such Sublease are the same, this Site Lease shall terminate; and (b) if the Site Lessor under this Site Lease and the Sublessee are not the same, this Site Lease shall continue with the Sublessee succeeding to the rights and obligations of the Trustee under this Site Lease.

#### ARTICLE XII

#### **MISCELLANEOUS**

Section 12.01. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Trustee and the Site Lessor and their respective successors and assigns, including, but not limited to, the State under the 2010B-C Lease and the Sublessee under the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority, subject, however, to the limitations

set forth in Article XI hereof. This Site Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Site Lease.

Section 12.02. Interpretation and Construction. This Site Lease and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Site Lease. For purposes of this Site Lease, except as otherwise expressly provided or unless the context otherwise requires:

- (a) All references in this Site Lease to designated "Articles," "Sections," "subsections," "paragraphs," "clauses" and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses and other subdivisions of this Site Lease. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Site Lease as a whole and not to any particular Article, Section or other subdivision.
- (b) The terms defined in the Glossary have the meanings assigned to them in the Glossary and include the plural as well as the singular.
- (c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities, subject to statutory exceptions and modifications, as in effect from time to time.
- (d) The term "money" includes any cash, check, deposit, investment security or other form in which any of the foregoing are held hereunder.
- (e) In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

Section 12.03. Acknowledgement of 2010B-C Lease and Sublease. The Trustee has received a copy of, and acknowledges the terms of, the 2010B-C Lease and the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority.

Section 12.04. Trustee, State and Site Lessor Representatives. Whenever under the provisions hereof the approval of the Trustee, the State or the Site Lessor is required, or the Trustee, the State or the Site Lessor is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative, for the State by the State Representative and by the Site Lessor by the Site Lessor Representative and the Trustee, the State and the Site Lessor shall be authorized to act on any such approval or request. The Site Lessor Representative is the of the Site Lessor.

Section 12.05. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by first class United States mail, postage prepaid, or when sent by facsimile transmission or electronic

Section 12.06. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Site Lessor or the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Site Lessor or the Trustee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Site Lessor or the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Site Lessor or the Trustee or any natural person executing this Site Lease or any related document or instrument; provided that such person is acting within the scope of his or her employment, membership, directorship or agency, as applicable, and not in a manner that constitutes gross negligence or willful misconduct.

Section 12.07. Amendments, Changes and Modifications. Except as otherwise provided herein or in the Indenture, this Site Lease may only be amended, changed, modified or altered by a written instrument executed by the Site Lessor and the Trustee; and the Trustee shall, if and when requested by the State, execute and deliver any amendment to this Site Lease proposed by the State upon delivery to the Trustee of an opinion of Bond Counsel stating that such amendment does not violate the Indenture or the Leases.

Section 12.08. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Site Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Site Lease.

Section 12.09. Legal Description of Land Included in Leased Property. The legal description of the land included in the Leased Property subject to this Site Lease is set forth in Exhibit A hereto. If the land included in the Leased Property subject to this Site Lease is modified pursuant to the terms of this Site Lease or other land is substituted for land included in the Leased Property subject to this Site Lease pursuant to the terms of this Site Lease, the legal description set forth in Exhibit A hereto will be amended to describe the land included in the Leased Property subject to this Site Lease after such modification or substitution.

Section 12.10. Merger. The Site Lessor and the Trustee intend that the legal doctrine of merger shall have no application to this Site Lease, the 2010B-C Lease or the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority and that none of the execution and delivery of this Site Lease by the Site Lessor and the Trustee, the 2010B-C Lease by the Trustee and the State or such Sublease by the State and the Sublessee or the exercise of any remedies by any party under this Site Lease, the 2010B-C Lease or such Sublease shall operate to terminate or extinguish this Site Lease, the 2010B-C Lease or such Sublease.

Section 12.11. Severability. In the event that any provision of this Site Lease, other than the obligation of the Site Lessor to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Site Lease.

Section 12.13. Applicable Law. The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Site Lease. Any provision of this Site Lease, whether or not incorporated herein by reference, which provides for arbitration by an 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 hereof or incorporated herein by reference which purports to negate this Section 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 Section will not invalidate the remainder of this Site Lease to the extent that this Site Lease is capable of execution. At all times during the performance of this Site Lease, the Site Lessor and the Trustee shall strictly adhere to all applicable federal and State laws, rules and regulations that have been or may hereafter be established.

Section 12.14. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.15. Value of Land. The Site Lessor estimates that the value of the land included in the Leased Property as of the date this Site Lease is entered into is \_\_\_\_\_\_.

IN WITNESS WHEREOF, the Trustee and the Site Lessor have executed this Site Lease as of the date first above written.

ZIONS FIRST NATIONAL BANK, solely in its capacity as trustee under the Indenture

	ByAuthorized Signatory			
[DISTRICT SEAL]	[]			
	Ву			
ATTEST:	•			
By	· -			

[Signature Page to Site Lease of \_\_\_\_\_]

STATE OF COLORADO	)
CITY AND COUNTY OF DENVER	) ss. )
The foregoing instrument was ac	cknowledged before me this day of March, 2010 by as an authorized signatory of Zions First National
Bank.	
WITNESS MY HAND AND OF	FFICIAL SEAL, the day and year above written.
[NOTARIAL SEAL]	
	Notary
My commission expires:	

STATE OF COLORADO	J	)			
CITY AND COUNTY C	F DENVER	) ss. )			
The foregoing in	strument was ackn	owledged before	me this of the	day of March, 2010	, by of
WITNESS MY H	IAND AND OFFI	CIAL SEAL, the	day and year	above written.	
[NOTARIAL SEAL]					
	• .	Notary			
My commission expires:					

### EXHIBIT A

## LEGAL DESCRIPTION OF LAND INCLUDED IN LEASED PROPERTY

[insert]



TO: Charlotte Ciancio, Superintendent FROM: Don Herman, Chief Operations Officer

DATE: November 10, 2010

Policy: Financial Condition and Activity (EL 4.3)

Report Type: Decision Preparation
SUBJECT: Bond Issuance Resolution

**Policy Wording:** The Superintendent shall neither cause nor allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in District Ends policies.

**Policy Interpretation:** This policy is interpreted as requiring district administration to seek Board approval to issue General Obligation Bonds and to levy property tax mills toward the payment of this bonded debt.

**Decision Requested:** District administration is requesting the Board approval of a resolution approving the issuance of bonds and authorizing the levying of mills toward the payment of these bonds.

**Report:** A resolution (attached) will be presented on November 23, 2010, seeking authorization by the Mapleton Public Schools Board of Education to issue \$31,705,000 in general obligation bonds. Upon approval, the District's bond firm, George K. Baum, will pursue the sale of these bonds at the best available rate.

It is anticipated that this sale will be finalized before the end of 2010. District administration believes it's in the taxpayer's best interest to finalize this sale as quickly as possible to lock in these historically low interest rates. Between now and then, the District will be seeking bond ratings from the major ratings firms of Moody's and Standard and Poor's. This will involve a presentation to these firms in San Francisco sometime in the next 30 days. The District anticipates a very good rating, considering our good financial standing as of June 30, 2010.

Attached to the resolution is Appendix A, which the District Administration is requesting be approved as to form only. The actual Form of Bond agreement will have to be approved upon the sale date of the bonds. Because of the timing of the sale and closing dates, this may involve a special meeting of the Board of Education. Administration will do everything possible to avoid this, but as with all transactions of this magnitude, timing becomes critical.

The agreements have been reviewed by the District's bond counsel, Sherman and Howard. District Administration recommends approval of the Bond Issuance Resolution and the approval as to form of Appendix A.

A RESOLUTION AUTHORIZING THE ISSUANCE BY ADAMS COUNTY SCHOOL DISTRICT NO. 1 OF A GENERAL OBLIGATION BOND FOR THE PURPOSES APPROVED AT THE DISTRICT'S ELECTION ON NOVEMBER 2, 2010, AND AUTHORIZING THE LEVY OF PROPERTY TAXES TO PAY SUCH BOND; PROVIDING THE FORM OF THE BOND AND OTHER DETAILS IN CONNECTION THEREWITH; AND APPROVING OTHER DOCUMENTS RELATING TO THE BOND.

WHEREAS, Adams County School District No. 1 (also known as Mapleton Public Schools), in Adams County, Colorado is a duly organized and validly existing school district, political subdivision and body corporate of the State (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Resolution); and

WHEREAS, pursuant to Article 42 of Title 22, Colorado Revised Statutes, the District is authorized to issue general obligation Bond for various purposes, subject to obtaining voter approval of a ballot issue authorizing such Bond; and

WHEREAS, at an election on November 2, 2010, the following Ballot Issue (the "Ballot Issue") was approved by a majority of the eligible electors of the District voting on the Ballot Issue:

SHALL ADAMS COUNTY SCHOOL DISTRICT NO. 1 (ALSO KNOWN AS MAPLETON PUBLIC SCHOOLS) DEBT BE INCREASED \$31,705,000, WITH A REPAYMENT COST OF UP TO \$65,431,513, AND SHALL DISTRICT TAXES BE INCREASED UP TO \$2,927,500 ANNUALLY, FOR ENLARGING, IMPROVING, , REPAIRING OR MAKING ADDITIONS TO SCHOOL BUILDINGS, FOR EQUIPPING OR FURNISHING SCHOOL BUILDINGS, FOR IMPROVING SCHOOL GROUNDS, OR ACQUIRING, CONSTRUCTING OR IMPROVING ANY CAPITAL ASSET THAT THE DISTRICT IS AUTHORIZED BY LAW TO OWN, INCLUDING IMPROVEMENTS TO THE FIVE SCHOOLS ON THE SKYVIEW CAMPUS AND TO YORK INTERNATIONAL K-12 SCHOOL:

SUCH DEBT TO BE ISSUED, EITHER SEPARATELY OR TOGETHER WITH APPROXIMATELY \$31,000,000 IN FINANCIAL ASSISTANCE AWARDED TO THE DISTRICT FROM THE STATE'S BUILDING EXCELLENT SCHOOLS TODAY ("BEST") PROGRAM FOR SUCH PURPOSES;

SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, INSTALLMENT SALE OR LEASE PURCHASE AGREEMENTS, OR OTHER MULTIPLE FISCAL YEAR OBLIGATIONS WHICH EITHER MAY BE SOLD TO INVESTORS OR ISSUED TO THE STATE TREASURER UNDER THE "BEST" PROGRAM;

SUCH DEBT TO BE SOLD OR ISSUED IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT THEREOF, ON TERMS AND CONDITIONS, AND WITH SUCH MATURITIES AS PERMITTED BY LAW AND AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE

DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF THE PREMIUM OF NOT TO EXCEED THREE PERCENT;

AND SHALL THE MILL LEVY BE INCREASED IN ANY YEAR, WITHOUT LIMITATION OF RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT); AND SHALL THE DISTRICT BE AUTHORIZED TO ISSUE DEBT TO REFUND THE DEBT AUTHORIZED IN THIS QUESTION, PROVIDED THAT AFTER THE ISSUANCE OF SUCH REFUNDING DEBT THE TOTAL OUTSTANDING PRINCIPAL AMOUNT OF ALL DEBT ISSUED PURSUANT TO THIS QUESTION DOES NOT EXCEED THE MAXIMUM PRINCIPAL AMOUNT SET FORTH ABOVE, AND PROVIDED FURTHER THAT ALL DEBT ISSUED BY THE DISTRICT PURSUANT TO THIS QUESTION IS ISSUED ON TERMS THAT DO NOT EXCEED THE REPAYMENT COSTS AUTHORIZED IN THIS QUESTION; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

WHEREAS, the returns of the November 2, 2010, election were duly canvassed and the results thereof duly declared; and

WHEREAS, the District has not previously issued any of the general obligation debt authorized pursuant to the Ballot Issue; and

WHEREAS, the District has applied and been awarded financial assistance under the Building Excellent Schools Today program for the construction and equipping of the facility approved by the electors in the Ballot Issue; and

WHEREAS, as a condition of the award of financial assistance the District is required to pay matching moneys to the State in an amount equal to a percentage of the total financing for the Project as determined by the Public School Capital Construction Assistance Board in accordance with Section 22-43.7-109(9), Colorado Revised Statutes; and

WHEREAS, the Bond to be issued to the State pursuant to this Resolution will comprise the matching moneys required to be paid by the District; and

WHEREAS, after issuance of the Bond, the District's outstanding bonded indebtedness will not exceed 20% of the latest valuation for assessment of taxable property in the District; and

WHEREAS, no member of the Board has a potential conflict of interest in connection with the authorization, issuance, sale or use of proceeds of the Bond; and

WHEREAS, this Resolution is being adopted to authorize the issuance, sale and delivery of the Bond, and to provide for the details and payment of the Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ADAMS COUNTY SCHOOL DISTRICT NO. 1, IN ADAMS COUNTY, COLORADO:

Section 1. Definitions. The following terms shall have the following meanings as used in this Resolution:

"Acts" means Article 42 of Title 22, Colorado Revised Statutes, Part 2 of Article 57 of Title 11, Colorado Revised Statutes, and Article 43.7 of Title 22, Colorado Revised Statutes (also known as the "Building Excellent Schools Today Act"), or any successors statutes thereto.

"Ballot Issue" means the Ballot Issue approved by District voters quoted and defined as such in the preambles hereto.

"Board" means the Board of Education of the District, and any successor body.

"Bond Account" means the subsidiary account within the Bond Redemption Fund for which a separate tax levy is made to satisfy the obligations of the Bond.

"Bond Redemption Fund" means the Bond Redemption Fund of the District established and maintained as required under State law.

"Bond" means the Bond authorized by the Section hereof entitled "Authorization of Bond and Bond Details."

"Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

"County" means Adams County, Colorado.

"Dated Date" means the original dated date for the Bond, as established in the Sale Certificate, which shall be the date on which interest shall begin to accrue on the Bond.

"District" means Adams County School District No. 1 (also known as Mapleton Public Schools), in Adams County, Colorado, and any successor thereto.

"Event of Default" means any of the events specified in the Section hereof entitled "Events of Default."

"Interest Payment Dates" means the dates established in the Sale Certificate for the payment of interest on the Bond.

"Paying Agent" means Zions First National Bank, a national banking association, or such other person or entity authorized by the District pursuant to the terms of this Resolution.

"Paying Agent Agreement" means the agreement between the District and the Paying Agent establishing the terms pursuant to which the Paying Agent will act as paying agent for the Bond.

"Principal Payment Date" means the date or dates of established for the payment of the principal of the Bond as set forth in the Sale Certificate.

"Project" means any purpose for which proceeds of the Bond may be expended under the Acts and the Ballot Issue.

"Resolution" means this Resolution, including any amendments or supplements hereto.

"Sale Certificate" means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Resolution which sets forth the terms of the Bond described in the Section hereof entitled "Delegation and Parameters."

"Sale Delegate" means the President of the Board, or in the absence of the President, the Superintendent of the District.

"State" means the State of Colorado.

"State Intercept Program" means Section 22-41-110, Colorado Revised Statutes.

"State Treasurer" means the Treasurer of the State of Colorado.

#### Section 2. Authorization of Bond and Bond Details.

- (a) Authorization and Registration. Pursuant to and in accordance with the Acts and the Ballot Issue, the Board hereby authorizes and directs that there shall be issued the "Adams County School District No. 1 General Obligation Bond, Series 2010" in the principal amount of \$31,705,000 for the purpose of providing matching moneys for the Project. The Bond shall be registered in the name of the Colorado State Treasurer. All payments of the principal of and interest on the Bond shall be made to the State Treasurer, as directed in writing by the State Treasurer, in lawful money of the United States of America.
- (b) Dated Date, Maturity Date and Interest Rate. The Bond shall be issued as a single bond in the authorized principal amount and the principal amount shall be the authorized denomination for the Bond. The Bond shall have a Dated Date, shall mature on the Principal Payment Date of the year, and shall bear interest at the rate per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.
- (c) Accrual and Interest Payment Dates. Interest on the Bond shall accrue at the rate set forth in the Sale Certificate from the Dated Date and shall be payable on each Interest Payment Dates as set forth in the Sale Certificate.

# Section 3. Delegation and Parameters.

- (a) **Delegation.** The Board hereby delegates to the Sale Delegate, for a period of sixty days from the date of adoption of this Resolution, the authority to determine and set forth in the Sale Certificate: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in subsection (c) of this Section; and (ii) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the parameters set forth in subsection (c) of this Section.
- (b) Sale Certificate. The Sale Certificate, the form of which is set forth in Appendix A hereto, shall set forth the following matters and other matters permitted to be set forth therein pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters set forth in subsection (c) of this Section:
  - (i) the rate of interest on the Bond;
  - (ii) the Dated Date;
  - (iii) the Interest Payment Dates;
  - (iv) the Principal Payment Date;
  - (v) the amount of principal of the Bond to be paid in any particular year as mandatory principal redemption; and
  - (vi) the dates on which the Bond may be redeemed in whole at the option of the District and the price for such redemption.
- (c) *Parameters.* The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:
  - (i) the final maturity of the Bond shall be no later than the date that is 30 years after the date of issuance of the Bond;
  - (ii) the annual repayment costs and total repayment costs of the Bond shall not exceed the amounts authorized pursuant to the Ballot Issue; and

#### Section 4. Redemption of Bond Prior to Maturity.

- (a) *Mandatory Principal Redemption*. All or any principal amount of the Bond may be subject to mandatory redemption in the principal amounts and on the dates specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.
- (b) Optional Redemption of Bond. The Bond shall be subject to redemption prior to maturity at the option of the District, in whole but not in part, on such dates and at the price set forth in the Sale Certificate. The State Treasurer shall be notified in writing not less than 60 days prior to date of optional redemption of the Bond.

(c) Purchase Option Price Redemption Under Sublease. Upon the payment by the District in full of the Sublessee's Purchase Option Price, as defined in the State of Colorado Building Excellent Schools Today Master Sublease of Adams County School District No. 1 (the "Sublease") by and between the District and the State of Colorado, acting by and through the State Treasurer, and the Public School Capital Construction Assistance Board, acting on behalf of the State, the Bond shall be deemed to have been redeemed by the District and the obligations of the District under this Resolution shall terminate.

# Section 5. Security for the Bond.

- (a) *General Obligations*. The Bond shall be a general obligation of the District and the full faith and credit of the District are pledged for the punctual payment of the principal of and interest on the Bond. The Bond shall not constitute a debt or indebtedness of the County, the State or any political subdivision of the State other than the District.
- (b) Levy of Ad Valorem Taxes. For the purpose of paying the principal of and interest on the Bond when due, respectively, the Board shall annually determine and certify to the Board of County Commissioners of the County, a rate of levy for general ad valorem taxes on all of the taxable property in the District, without limitation as to rate and in an amount sufficient to pay the principal of and interest on the Bond when due, respectively, whether at maturity or upon earlier redemption.
- (c) Application of Proceeds of Ad Valorem Taxes. The general ad valorem taxes levied pursuant to subsection (b) of this Section, when collected, shall be deposited in the Bond Account held by the County Treasurer of the County, or a third-party custodian administering the Bond Redemption Fund in accordance with Section 22-45-103(1)(b)(V), Colorado Revised Statutes and shall be applied solely to the payment of the principal of and interest on the Bond and for no other purpose until the Bond, including principal and interest, are fully paid, satisfied and discharged.
- (d) Appropriation and Budgeting of Proceeds of Ad Valorem Taxes. Moneys received from the general ad valorem taxes levied pursuant to subsection (b) of this Section in an amount sufficient to pay the principal of and interest on the Bond when due, respectively, are hereby appropriated for that purpose, and all amounts required to pay the principal of and interest on the Bond due, respectively, in each year shall be included in the annual budget and appropriation resolution to be adopted and passed by the Board for such year.
- (e) Use or Advance of Other Legally Available Moneys. Nothing herein shall be interpreted to prohibit or limit the ability of the District to use legally available moneys other than the proceeds of the general ad valorem property taxes levied pursuant to subsection (b) of this Section to pay all or any portion of the principal of or interest on the Bond. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Bond, the District may, but shall not be required to, (i) reduce the amount of taxes levied for such purpose pursuant to subsection (b) of this Section or (ii) use proceeds of taxes levied pursuant to subsection (b) of this Section to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bond. If the District selects alternative (ii) in the

immediately preceding sentence, the taxes levied pursuant to subsection (b) of this Section shall include amounts sufficient to fund the reimbursement.

- (f) Certification to County Commissioners. It is hereby declared that, if the District does not otherwise determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem property taxes as required by subsection (b) of this Section, the foregoing provisions of this Section shall constitute a certificate from the Board to the Board of County Commissioners of the County showing the aggregate amount of ad valorem taxes to be levied by the Board of County Commissioners of the County from time to time, as required by law, for the purpose of paying the principal of and interest on the Bond when due.
- (g) Deposit of Moneys to Pay Bond with, and Payment of Bond by Paying Agent. No later than three Business Day immediately preceding each date on which a payment of principal of or interest on the Bond is due, the District, from moneys in the Bond Account or other legally available moneys, shall deposit moneys with the Paying Agent in an amount sufficient to pay the principal of and interest on the Bond due on such date. The Paying Agent shall use the moneys so deposited with it to pay the principal of and interest on the Bond when due.
- (h) State Intercept Program. The payment of the principal of and interest on the Bond is further secured pursuant to Section 22-41-110, Colorado Revised Statutes. The District hereby represents that the Bond qualifies for the State Intercept Program because the Board has not adopted a resolution stating that it will not accept payment with respect to the Bond from the State Treasurer under the State Intercept Program. The Secretary of the District is hereby directed to file with the State Treasurer a copy of this Resolution, and the name, address and telephone number of the Paying Agent in accordance with, and for satisfaction of, the requirements of Section 22-41-110(5), Colorado Revised Statutes.

In accordance with the State Intercept Program, whenever the Paying Agent has not received payment of principal of or interest on the Bond on the Business Day immediately prior to the date on which such payment is due, the Paying Agent shall (i) so notify the State Treasurer and the District, by telephone, facsimile or other similar communication, followed by written verification, of such payment status; (ii) take all further actions required to collect from the State Treasurer the amount of money available pursuant to the State Intercept Program to pay the principal of and interest due on the Bond not received from the District; and (iii) apply any moneys forwarded to it by the State Treasurer solely to the payment of the principal of and interest on the Bond.

The State has covenanted in subsection (6) of Section 22-41-110, Colorado Revised Statutes, that it will not repeal, revoke or rescind the provisions of the State Intercept Program or modify or amend the same so as to limit or impair the rights or remedies granted by the State Intercept Program; but nothing in such subsection shall be deemed or construed to require the State to continue the payment of State assistance to any school district, to limit or prohibit the State from repealing, amending or modifying any law relating to the amount of State assistance to school districts or the manner of payment or the timing thereof, to create a debt of the State with respect to the Bond within the meaning of any State constitutional provision or to create any liability except to the extent provided in the State Intercept Program.

Section 6. Form of Bond. The Bond shall be in substantially the form set forth in Appendix A hereto. All covenants, statements, representations and agreements contained in the Bond are hereby approved and adopted as the covenants, statements, representations and agreements of the District. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond shall contain a recital that it is issued pursuant to the provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after their delivery pursuant to the terms of this Resolution. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Resolution and is incorporated herein as if set forth in full in the body of this Resolution.

Section 7. Execution and Delivery of Bond. The Bond shall be executed in the name and on behalf of the District with the manual signature of the President of the Board, shall bear a manual or facsimile of the seal of the District and shall be attested by the manual signature of the Secretary of the Board, all of whom are hereby authorized and directed to prepare and execute the Bond in accordance with the requirements hereof. Should any officer whose signature appears on the Bond cease to be such officer before delivery of any Bond, such signature shall nevertheless be valid and sufficient for all purposes. When the Bond has been duly executed, the officers of the District are authorized to, and shall cause the Bond to be delivered as directed by, the State Treasurer.

Section 8. Registration of Bond by County Clerk. Pursuant to Section 22-42-121, Colorado Revised Statutes, (a) the Board hereby requests that the County Clerk and Recorder of Adams County, which is the county where the headquarters of the District is located, register the Bond in a book kept by him or her for such purpose; and (b) when so registered, the legality of the Bond shall not be open to contest by the District, or by any person whomsoever, for any reason whatever. The President of the Board is hereby directed to deliver to the County Clerk and Recorder of Adams County, prior to or simultaneously with the issuance of the Bond, a letter or certificate requesting registration of the Bond pursuant to Section 22-42-121, Colorado Revised Statutes.

### Section 9. Bond Redemption Fund and Bond Account.

- (a) Establishment and Custodial Designation. There is hereby established or reaffirmed the Bond Redemption Fund. In the event that the County Treasurer of the County is not otherwise designated to hold moneys in the Bond Redemption Fund, the Board hereby directs the Superintendent provide for the designation of a third-party custodian in accordance with Section 22-45-103(1)(b)(V), Colorado Revised Statutes. There is hereby established the Bond Account, which shall be an account or subaccount within the Bond Redemption Fund.
- (b) Maintenance of Bond Redemption Fund and Bond Account. The fund and all account created therein shall be maintained by the District in accordance with the provisions of this Resolution and the requirements of subsection (b) of Section 22-45-103, Colorado Revised Statutes.

Section 10. Various Findings, Determinations, Declarations and Covenants. The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the State that:

- (a) voter approval of the Ballot Issue was obtained in accordance with all applicable provisions of law;
- (b) it is in the best interest of the District and its residents that the Bond be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Resolution;
- (c) the issuance of the Bond will not cause the District to exceed its debt limit under applicable State law;
- (d) the issuance of the Bond and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Constitution and laws of the State, including the Acts and the Ballot Issue, and all conditions and limitations of the Acts, the Ballot Issue and other applicable law relating to the issuance of the Bond have been satisfied; and
- (e) in accordance with Section 11-57-204, C.R.S., the District hereby elects to apply all of the provisions of the Part 2 of Article 57 of Title 11, Colorado Revised Statutes, to the issuance of the Bond.

# Section 11. No Transfer of Bond. The Bond may not be transferred.

Section 12. Events of Default. Each of the following events constitutes an Event of Default:

- (a) Nonpayment of Principal or Interest. Failure to make any payment of principal of or interest on the Bond when due.
- (b) Breach or Nonperformance of Duties. Breach by the District of any material covenant set forth herein or failure by the District to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 30 days after receipt by the Superintendent of the District of written notice thereof from the State Treasurer, provided that such 30 day period shall be extended so long as the District has commenced and continues a good faith effort to remedy such breach or failure.
- (c) Bankruptcy or Receivership. An order of decree by a court of competent jurisdiction declaring the District bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the District's assets or revenues is entered with the consent or acquiescence of the District or is entered without the consent or acquiescence of the District but is not vacated, discharged or stayed within 30 days after it is entered.

#### Section 13. Remedies for Events of Default.

(a) Remedies. Upon the occurrence and continuance of any Event of Default, the State Treasurer may proceed against the District to protect and to enforce the rights of the State under this Resolution by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest

rate borne by such Bond; (ii) for the specific performance of any covenant contained herein; (iii) to enjoin any act that may be unlawful or in violation of the rights of the State; (iv) for any other proper legal or equitable remedy; or (v) any combination of such remedies or as otherwise may be authorized by applicable law; provided, however, that acceleration of any amount not yet due on the Bond according to their terms shall not be an available remedy.

- (b) Failure to Pursue Remedies Not a Release; Rights Cumulative. The failure of the State Treasurer to proceed in accordance with subsection (a) of this Section shall not relieve the District of any liability for failure to perform or carry out its duties under this Resolution. Each right or privilege of the State is in addition and is cumulative to any other right or privilege.
- Section 14. Amendment of Resolution. The District may not amend this Resolution without the prior written consent of the State Treasurer.
- Section 15. Appointment and Duties of Paying Agent. The Paying Agent identified in the Section hereof entitled "Definitions" is hereby appointed as paying agent for the Bond unless and until the District removes it as such, with the prior written consent of the State, and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder. The Paying Agent shall agree to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof.
- Section 16. Approval of Related Documents and Certificates. The President of the Board, the Secretary of the Board and all other appropriate officers of the Board are also hereby authorized and directed to execute all other documents and certificates necessary or desirable to effectuate the issuance or administration of the Bond.
- Section 17. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day, such payment, event or action shall instead be made or occur on the next succeeding day that is a Business Day with the same effect as if it was made or occurred on the date on which it was originally scheduled to be made or occur.
- Section 18. Limitation of Actions. In accordance with Section 11-57-212, Colorado Revised Statutes, no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bond more than 30 days after the authorization of the Bond.
- Section 19. Resolution is Contract with State and Irrepealable. After the Bond has been issued, this Resolution shall be and remain a contract between the District and the State and shall be and remain irrepealable until all amounts due with respect to the Bond shall be fully paid, satisfied and discharged.
- Section 20. Headings, Table of Contents and Cover Page. The headings to the various sections and subsections to this Resolution, and the cover page and table of contents that

appear at front of this Resolution, have been inserted solely for the convenience of the reader, are not a part of this Resolution and shall not be used in any manner to interpret this Resolution.

Section 21. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 22. Repeal of Inconsistent Resolutions, Bylaws, Rules and Orders. All resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Resolution, are hereby repealed to the extent of such inconsistency or conflict.

Section 23. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Resolution, the Acts or the Ballot Issue) by the Board or by the officers and employees of the District directed toward the issuance of the Bond for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 24. Effective Date. This Resolution shall be in full force and effect immediately upon adoption by the Board.

ADOPTED AND APPROVED November 23, 2010.

CONCEDENCE OF A CO

[DISTRICT SEAL]			
	Ву		
		President, Board of Education	
Attest:			
By			
Secretary, Board of Education			

#### APPENDIX A

#### FORM OF BOND

# ADAMS COUNTY SCHOOL DISTRICT NO. 1 IN ADAMS COUNTY, COLORADO GENERAL OBLIGATION BOND SERIES 2010

Principal Amount \$31,705,000	Dated Date	Maturity Date	Interest Rate%
REGISTERED OWNER:	Colorado State Tre	asurer, on behalf of the S	State of Colorado
PRINCIPAL SUM:	**THIRTY ONE N	MILLION SEVEN HUN LLARS**	DRED AND FIVE
Adams Coun "District"), a duly organized		. No. 1, in Adams (g school district, politica	

"District"), a duly organized and validly existing school district, political subdivision and body corporate of the State of Colorado (the "State"), for value received, hereby promises to pay to the Colorado State Treasurer, the principal sum stated above on or before the maturity date stated above, with interest on the unpaid principal from the original Dated Date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on \_\_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_\_, 20\_\_. Capitalized terms used but not defined in this Bond shall have the meaning assigned to them in the Resolution of the District authorizing the issuance of this Bond.

This single and non-transferable bond, numbered R-1, has been issued by District to pay matching moneys to the State under the Building Excellent Schools Today program in accordance with Section 22-43.7-109, Colorado Revised Statutes. This Bond has been issued pursuant to, under the authority of, and in full conformity with, the Constitution and the laws of the State, including, in particular, Article 42 of Title 22, Colorado Revised Statutes and Part 2 of Article 57 of Title 11, as amended (collectively, the "Acts"); pursuant to authorization by a majority of the registered electors of the District voting in an election duly called and held on November 2, 2010; and pursuant to the Resolution adopted by the Board of Education of the District. THE RESOLUTION CONSTITUTES THE CONTRACT BETWEEN THE DISTRICT AND THE STATE. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE RESOLUTION, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

This Bond is a general obligation of the District and the full faith and credit of the District are pledged to the State for the punctual payment of the principal of and interest on this Bond. For the purpose of paying the principal of and interest on this Bond when due, respectively, the Board in the Resolution has covenanted annually to determine and certify to the Board of County Commissioners of Adams County a rate of levy for general ad valorem taxes, without limitation as to rate and in an amount sufficient to pay the principal of, premium, if any,

and interest on this Bond when due, respectively, whether at maturity or upon earlier redemption. The payment of the principal of and interest on this Bond is further secured pursuant to Section 22-41-110, Colorado Revised Statutes (the "State Intercept Program").

This Bond is subject to redemption prior to maturity. [Insert redemption provisions from Sale Certificate.]

It is hereby certified that all conditions, acts and things required by the Constitution and laws of the State, including the Acts, and the resolutions of the District, to exist, to happen and to be performed, precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that this Bond does not exceed any limitations prescribed by the Constitution or laws of the State, including the Acts, or the resolutions of the District.

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be executed with the signature of its President and attested by the signature of its Secretary, and has caused the seal of the District to be impressed or imprinted hereon, all as of the Dated Date stated above.

[DISTRICT SEAL]

ADAMS COUNTY SCHOOL DISTRICT NO. 1

Attest:	ByPresident, Board of Education
BySecretary, Board of Education	

STATE OF COLORADO	)
ADAMS COUNTY SCHOOL DISTRICT NO. 1	) SS
ADAMS COUNTY	· )

As the Secretary of the Board of Education of Adams County School District No. 1 (also known as Mapleton Public Schools), in Adams County, Colorado (the "District"), I 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 November 23, 2010.
- 2. 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:

	Attendance				Voting			
Board Member	Present	Present via Telecommunications Device	Absent	Yes	No	Abstain		
Norma Frank,								
President								
Cindy Croisant,								
Vice President								
Craig Emmert,								
Treasurer								
Raymond Garcia,								
Secretary								
Vic Domenico,		,						
Assistant								
Secretary/Treasurer								

- 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 statutes of the State of Colorado and in accordance with all other applicable laws.

	6.	Notice	of the	meeting,	in	the	form	attach	ed	hereto	as	Apper	ndix	I w	as
posted at			, in	•		, Co	olorad	o, not	less	s than 2	24 1	hours p	orior	to t	he
meeting in ac	ccordance	with la	w.												

	WITNESS my hand and the seal of the District thisday of November, 2010.
	Ву
	Secretary
[SEAL]	

# SCHEDULE I

(Attach Meeting Notice)



TO: Charlotte Ciancio, Superintendent

FROM: Shae Martinez, Director of Business Services

DATE: November 23, 2010

POLICY: Communication and Support to the Board (EL 4.8)

**REPORT TYPE: Incidental** 

SUBJECT: FY 2010 Audit Report

**Policy Wording:** The Superintendent shall not fail to inform and support the Board in its work.

**Policy Interpretation:** This policy is interpreted to include updates to the Board on district financial reporting.

**Report:** Local Governmental Audit Law requires Colorado local governments to have an annual audit of their financial statements (C.R.S. 29-1-601 et seq). The law states that the audit must be performed by an independent Certified Public Accountant (CPA) and be in accordance with generally accepted auditing standards.

The district's independent auditor, Bondi & Co., LLC, is preparing the draft audit for review by the Board of Education. The audit report will be delivered to the Board of Education members on or before November 30, 2010. A formal presentation of the audit findings will be presented at the next regularly scheduled board meeting on December 14, 2010.

There is no board action required at this time.



TO: Charlotte Ciancio, Superintendent

FROM: Shae Martinez, Director of Business Services

DATE: November 23, 2009

POLICY: Financial Condition and Activity (EL 4.3)

**REPORT TYPE: Decision** 

SUBJECT: Tax Anticipation Note for FY 2011

**Policy Wording:** The Superintendent shall neither cause nor allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in District Ends policies.

**Policy Interpretation:** This policy is interpreted as requiring district administration to seek Board approval for acquisition of a tax-anticipation note with repayment due within the current fiscal year.

**Decision Requested:** District administration is recommending approval of this taxanticipation note for FY 2011.

**Report:** Each year, the district reviews its cash-flow projections to determine if there will be enough cash on hand in every month to meet the needs of our payroll and expenditure accounts. Because the district receives roughly 40% of its General Fund revenue through property taxes in the months of March, April, and May, by February, it's possible for the district to run low on cash until the next tax collection cycle starts in March. Current analysis has determined this will once again be the case.

To address this problem, the district is recommending a tax-anticipation note (TAN) to the Board of Education. A TAN is a short term loan (i.e., a loan that must be repaid within the fiscal year). This loan provides the cash necessary to carry the district through the month of February, until the tax revenues arrive in March. Before June 30, the loan is repaid.

The principal amount of the TAN is \$2,000,000. The interest rate secured through Wells Fargo is no more than 1.600% per year. The actual rate will depend on the rates in effect as of the closing date on or about December 10, 2010.

The attached resolution provides further detail for the Board's consideration. The agreement has been reviewed and approved by district counsel, Caplan and Earnest. District administration recommends approval of this tax-anticipation note for FY 2011.