



BOE MISSION

It is the mission of the Meeker School Board, with careful stewardship of community resources, to provide the best possible personnel, curriculum, and facilities that will give students maximum opportunities to learn.

CORE VALUES

*Students First
Respect
Honesty
Learning
Excellence*

BOE ROLES

*Guide the district through the superintendent
Engage constituents
Ensure alignment of policy, resources and structure
Measure and celebrate achievement
Model excellence
BOE FOCUS
Increase student learning
Sustain leadership excellence, classroom to boardroom
Enhance constituent connections, understanding and trust
Maximize finances*

MEEKER SCHOOL DISTRICT RE-1
Board of Education Work Session
555 Garfield Street
Meeker, CO 81641
March 7, 2017 - 7:00 p.m.
Revised 3/1/2017

Work Session

1. URA Representation
2. *FY18 Budget*
3. CNCC concurrent enrollment agreement
4. Communications
5. Master Plan
6. School Board professional development
 - a. Personnel roles and responsibilities
 - i. Governance vs. management
 - ii. Statute
 - iii. Policy
 - iv. Current processes
 - b. Curriculum
 - i. What is curriculum
 - ii. What does statute/policy require from the BOE
 - iii. What processes are in place
 - iv. What is on the horizon
 - c. Risk assessment from auditor\
7. *Items introduced by board members*

Revised Items in Italics



345 Market Street
Meeker, CO 81641

970-878-5344
970-878-4513 Fax

March 1, 2017

President, Meeker School District Re-1
Mr. Chris Selle, Meeker School District Superintendent
P.O. Box 1089
555 Garfield
Meeker, CO 81641

RE: MEEKER SCHOOL DISTRICT'S- MEEKER URA SEAT APPOINTMENT REQUEST

To Whom it may concern;

Now that the Meeker Urban Renewal Authority (URA) has been established, in accordance with State Statutes, we are formally requesting that you provide your appointee to the Authority via written correspondence.

As you are aware, your appointee must be an elected official of your Board.

We appreciate your willingness to work with our group in supporting the regional economic development efforts. If you have any questions or concerns regarding the URA or appointment request, please do not hesitate to contact Kelby Bosshardt, Better City at 801-332-9006, or Meeker Town Administrator, Scott Meszaros at 970-878-4960.

Sincerely,

A handwritten signature in black ink, appearing to read "Regas K. Halandras", written over a horizontal line.

Regas K. Halandras, Mayor
On behalf of the Board of Trustees

cc: Melody Massih, Town Attorney
URA Chairman-TBD

Assumptions:

Increased enrollment from FY17 to FY18 (see notes)

Total program revenue based on Governor's amended budget in January - likely to change in legislature

Starting @ FY17 Budget Deficit: **-\$882,387.22**

Revenue					
Item	FY17 Budget	Est. FY18	Difference	Deficit	Comments
Total Program	\$5,249,352.01	\$5,377,615.11	\$128,263.10	-\$754,124.12	Based on Governor's amended budget
Title Funds	\$140,770.00	\$67,468.00	-\$73,302.00	-\$827,426.12	
Local Grants	\$60,000.00	\$0.00	-\$60,000.00	-\$887,426.12	Chevron & Cemetery District
Other Local	\$107,261.93	\$0.00	-\$107,261.93	-\$994,688.05	CCITF Grants, WREA capital credits
SRS Funds	\$80,000.00	\$80,000.00	\$0.00	-\$994,688.05	No federal action on SRS funds
Expense					
Health Insurance	\$551,880.00	\$596,160.00	-\$44,280.00	-\$1,038,968.05	No plan changes
PERA	\$0.00	\$51,106.98	-\$51,106.98	-\$1,090,075.03	Increase required by state statute
BOCES	\$840,049.00	\$848,964.72	-\$8,915.72	-\$1,098,990.75	
Sub Costs	\$14,000.00	\$0.00	\$14,000.00	-\$1,084,990.75	Steady decline observed over past few years
Track Equipment	\$50,000.00	\$0.00	\$50,000.00	-\$1,034,990.75	
Chromebooks	\$27,969.20	\$0.00	\$27,969.20	-\$1,007,021.55	Grant funded in FY17
Bus Purchase - CCITF	\$60,000.00	\$0.00	\$60,000.00	-\$947,021.55	Grant funded in FY17
Staff Bonus	\$85,023.00	\$0.00	\$85,023.00	-\$861,998.55	One time expense
Title PD	\$25,626.00	\$0.00	\$25,626.00	-\$836,372.55	Extra Title IIA funds in FY17
Continuing Education	\$100,000.00	\$0.00	\$100,000.00	-\$736,372.55	One time expense
Capital Projects Transfer	\$275,000.00	\$0.00	\$275,000.00	-\$461,372.55	One time expense
Extra IT Funds	\$40,000.00	\$0.00	\$40,000.00	-\$421,372.55	One time expense
Master Plan	\$50,000.00	\$0.00	\$50,000.00	-\$371,372.55	One time expense
ES/MS Counselor	\$0.00	\$80,000.00	-\$80,000.00	-\$451,372.55	
6th Grade Teacher	\$0.00	\$65,000.00	-\$65,000.00	-\$516,372.55	Large 6th grade class in 17-18
One Step	\$0.00	\$71,765.34	-\$71,765.34	-\$588,137.89	
One Step - PERA	\$0.00	\$14,281.30	-\$14,281.30	-\$602,419.19	19.65% for 2017, 20.15% for 2018 = 19.9% for 17-18
ES/MS Art	\$0.00	\$65,000.00	-\$65,000.00	-\$667,419.19	
STEM Teacher	\$0.00	\$65,000.00	-\$65,000.00	-\$732,419.19	
One Catch Up Step	\$0.00	\$22,771.00	-\$22,771.00	-\$755,190.19	Calculated for FY17
Catch Up Step - PERA	\$0.00	\$4,781.91	-\$4,781.91	-\$759,972.10	19.15% for 2016, 19.65% for 2017 = 19.4% for 16-17
1% COLA	\$0.00	\$35,365.00	-\$35,365.00	-\$795,337.10	
1% COLA - PERA	\$0.00	\$7,691.89	-\$7,691.89	-\$803,028.99	Includes PERA, Medicare and Workers Comp - 21.75%
ES/MS Foreign Lang.	\$0.00	\$65,000.00	-\$65,000.00	-\$868,028.99	
1/2 MS Interventionist	\$0.00	\$32,500.00	-\$32,500.00	-\$900,528.99	Teacher to provide services for students on the "ends"
MS 1/2 Custodian	\$0.00	\$18,000.00	-\$18,000.00	-\$918,528.99	
Additional Library Aide	\$0.00	\$15,000.00	-\$15,000.00	-\$933,528.99	
Business Program	\$0.00	\$68,900.00	-\$68,900.00	-\$1,002,428.99	Estimated at 1.06 FTE

Notes:

Positive numbers indicate increase in revenue or decrease in cost

Negative numbers indicate decrease in revenue or increase in cost

Enrollment Projections

Likely to have higher headcount and FTE in FY18

Current 12th grade class approximately 50 students

Current kindergarten class approximately 67 students

Incoming 17-18 kindergarten class estimated at 50 students

Above keeps \$60,000 for transportation

Above keeps \$60,000 for curriculum

MEEKER SCHOOL DISTRICT RE-1
MEEKER, COLORADO 81641

Chris Selle
Superintendent
P.O. Box 1089
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Fax 970-878-3682

Jim Hanks
Middle School Principal
P.O. Box 690
970-878-9060
Fax 970-878-4291



Amy Chinn
High School Principal
P.O. Box 159
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Kathy Collins
Elementary School Principal
P.O. Box 988
970-878-9050
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Deficit Spending - How much and for how long?

Policy provision

Meeker School District Policy DB - Annual Budget, requires the district to keep a fund balance of 25% of the current fiscal year's budgeted expenditures. The final FY17 budgeted expenditures were \$7,117,230.90. Per policy, the ending fund balance for FY17 should be, at minimum, \$1,779,307.73.

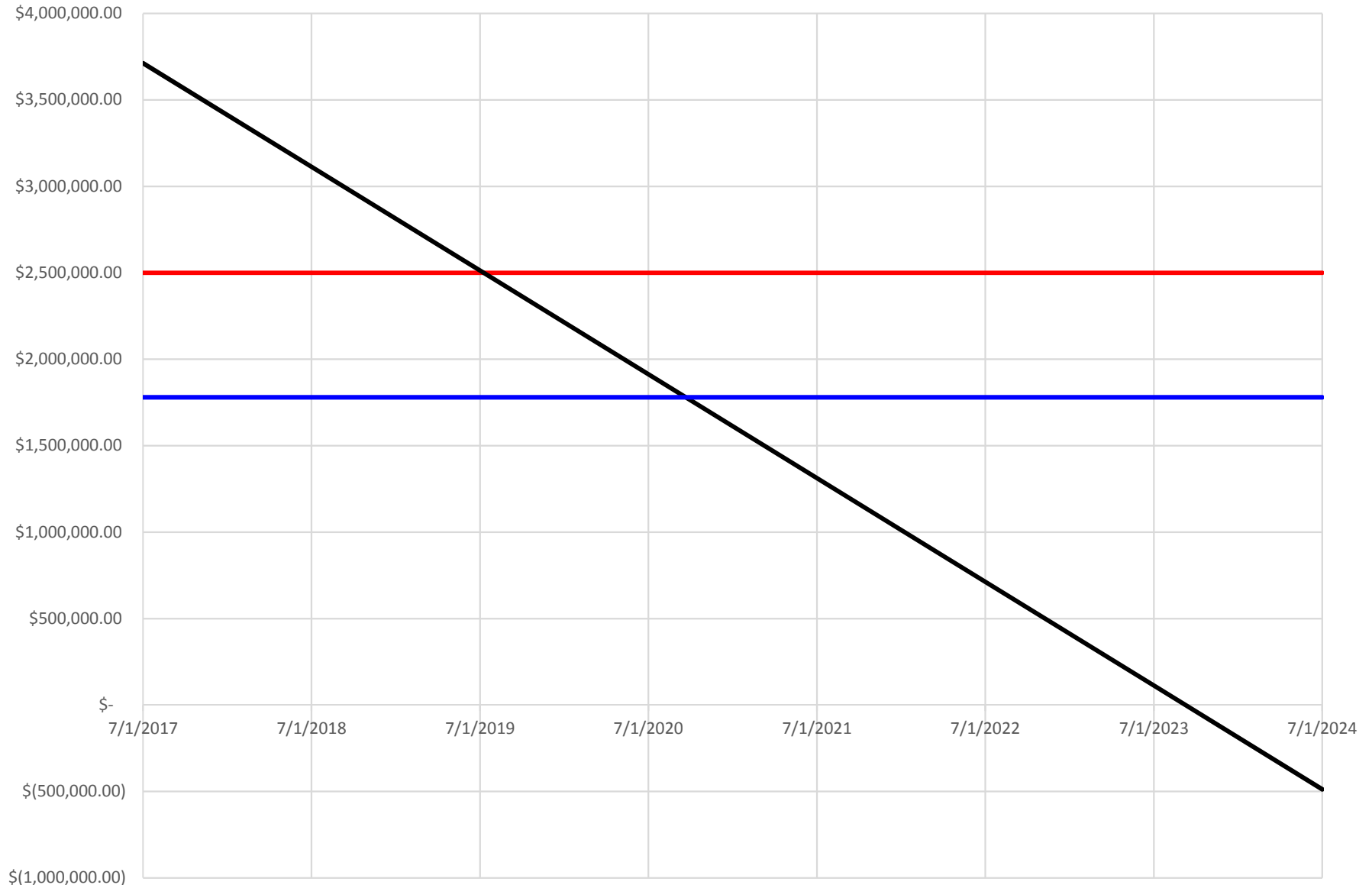
Minimum beginning fund balance for cash flow

- Total Program funding for the Meeker School District is heavily dependent on local property taxes.
- Currently Total Program funding is less dependent on local property taxes than has been in many years, and has the potential to remain that way for future years.
- The bulk of local property taxes come in between the months of February and June.
- Some reserve must be in place for cashflow purposes from July through January.
- For FY17, beginning fund balance would have needed to be approximately \$2,600,000 to meet cash flow needs for entire fiscal year.
- An interest free loan program exists through the Colorado Department of Education for districts heavily dependent on local property taxes that experience cash flow constraints.
- The interest free loan program relies on a very stable revenue stream (Total Program funding), but creates significant additional work for the Finance Director.

Recommendations

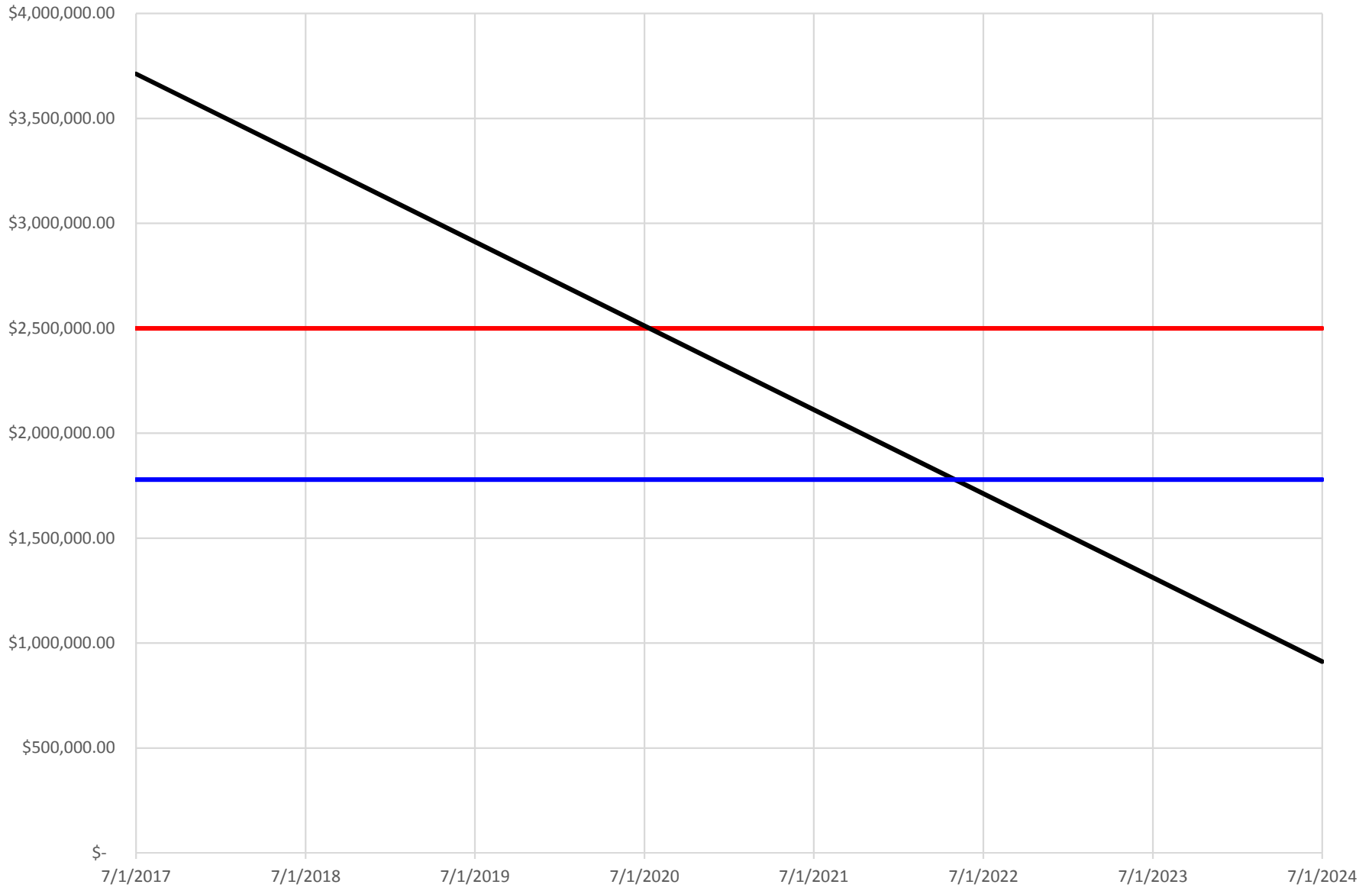
- Budget deficit should not exceed potential revenue from a mill levy override (approx \$1.4 million).
- Spend fund balance down to \$2,500,000
 - Reflects approximately 5 months expenses from audited FY16 expenditures (\$503,121 per month)
 - Provides reserve to address cash flow constraints experienced prior to February of each fiscal year
- Limit deficit to approximately \$500,000 annually through at least FY19 (ends June 30, 2019)
 - FY17 beginning fund balance (\$4,594,445) minus FY17 budget deficit (\$882,387) = \$3,712,058
 - \$3,712,058 minus \$2,500,000 = \$1,212,058 available from reserve to spend
 - Deficit spending options:
 - Deficit spend approximately \$600,000 per year for two years - FY18 and FY19
 - Deficit spend approximately \$400,000 per year for three years - FY18, FY19, and FY20
 - Note: Reserve numbers exclude Capital Reserve Fund

MSD Deficit Spending Options



— Minimum Desired Fund Balance — Deficit starting FY18 — 25% Reserve (FY17 Budget)

MSD Deficit Spending Options



— Minimum Desired Fund Balance — Deficit starting FY18 — 25% Reserve (FY17 Budget)

Summary Expenditure Report

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Meeker School District RE-1

GENERAL FUND 10

Program	0000	Program 0000						
	Description		M.T.D. Activity	Y.T.D. Activity	Budget	Budget Balance	% of Budget	State
0000	Program 0000		0.00	0.00	0.00	0.00	0.00	
0010	General Elementary Education		128,162.91	892,846.85	1,662,935.00	770,088.15	61.46	
0020	General Middle/Junior High School Education		50,339.81	357,813.09	619,387.00	261,573.91	65.82	
0030	General High School Education		3,877.05	23,025.63	75,964.00	52,938.37	35.26	
0031	General High School Teacher		0.00	0.00	0.00	0.00	0.00	
0040	General Pre-School Education		0.00	0.00	0.00	0.00	0.00	
0060	Integrated Education		0.00	0.00	0.00	0.00	0.00	
0090	Other General Education		83,861.56	543,590.69	955,472.90	411,882.21	56.91	
0100	Agriculture		6,858.88	40,625.46	80,792.00	40,166.54	55.93	
0200	Art		6,632.31	51,486.80	86,925.00	35,438.20	66.85	
0300	Business		474.27	11,338.32	11,421.00	82.68	103.43	
0500	English Language Arts		14,902.77	104,813.02	179,039.00	74,225.98	66.87	
0600	Foreign Languages		4,850.45	34,148.42	59,899.00	25,750.58	65.01	
0800	Physical Curriculum		1,065.12	7,349.32	14,187.00	6,837.68	59.31	
0819	Other Health Education		0.00	0.00	0.00	0.00	0.00	
0850	Driver Education		0.00	0.00	0.00	0.00	0.00	
0900	Family and Consumer Education		7,416.80	52,637.61	98,471.00	45,833.39	60.61	
1000	Industrial Arts Education		3,787.83	25,996.87	42,196.00	16,199.13	68.96	
1100	Mathematics		11,341.32	77,267.50	149,432.00	72,164.50	60.36	
1200	Music		3,697.10	22,546.08	37,209.00	14,662.92	67.92	
1300	Natural Science		5,078.62	33,483.01	67,890.00	34,406.99	56.52	
1500	Social Sciences		6,621.81	46,645.01	79,603.00	32,957.99	66.92	
1600	Technical Education/Computer Technology		31,797.49	122,510.92	187,780.00	65,269.08	67.02	
1700	Special Education		0.00	0.00	0.00	0.00	0.00	
1800	Cocurricular Activities I - Athletic/Sport		4,368.40	95,347.12	166,097.00	70,749.88	69.03	
1815	Girls Basketball		5,458.02	10,181.34	15,271.00	5,089.66	96.14	
1827	Softball		0.00	12,073.16	12,627.00	553.84	95.61	
1832	Volleyball		0.00	11,837.70	13,262.00	1,424.30	89.26	
1844	Baseball		0.00	0.00	11,547.00	11,547.00	0.00	
1845	Boys Basketball		4,817.98	10,988.55	15,301.00	4,312.45	91.37	
1850	Football		88.00	15,893.88	14,611.00	(1,282.88)	108.18	
1851	Golf		0.00	0.00	0.00	0.00	0.00	
1863	Wrestling		6,164.50	8,923.68	24,916.00	15,992.32	82.85	
1877	Cheerleading		0.00	592.50	5,458.00	4,865.50	41.48	
1878	Cross Country		0.00	4,631.70	5,221.00	589.30	88.71	
1890	Track and Field		0.00	0.00	66,692.00	66,692.00	0.00	
1899	Other Coeducational Athletics/sports Activities		0.00	0.00	0.00	0.00	0.00	
1900	Cocurricular Activities II		0.00	0.00	14,921.00	14,921.00	0.00	
1901	FFA		0.00	0.00	0.00	0.00	0.00	
1902	Student Council		0.00	0.00	0.00	0.00	0.00	
1903	FCCLA		0.00	0.00	0.00	0.00	0.00	
1904	FBLA		0.00	0.00	0.00	0.00	0.00	
1905	EPYCS		0.00	0.00	0.00	0.00	0.00	
1906	Drama		0.00	0.00	0.00	0.00	0.00	
2120	Guidance Services		6,845.91	36,595.70	106,193.00	69,597.30	40.39	
2130	Health Services		0.00	3.18	150.00	146.82	2.12	

2210	Improvement of Instruction	1,116.60	6,561.33	121,000.00	114,438.67	5.57	
2212	Instruction and Curriculum Development Services	8,847.83	62,740.78	96,779.00	34,038.22	73.93	
2213	Instructional Staff Training Services	0.00	81.00	2,500.00	2,419.00	3.24	
2222	School Library Services	2,532.85	18,514.90	27,600.00	9,085.10	74.98	
2310	Board Services	901.77	34,584.16	117,550.00	82,965.84	29.42	
2320	Executive Administration Services	14,324.43	101,529.77	166,798.00	65,268.23	69.46	
2400	School Administration	39,667.08	310,927.89	525,350.00	214,422.11	66.96	
2500	Business Services	7,815.71	68,596.86	112,436.00	43,839.14	67.75	
2600	Operation and Maintenance of Plant Services	59,190.28	394,192.45	669,446.00	275,253.55	66.01	
2640	Equipment Care/Upkeep	0.00	0.00	700.00	700.00	0.00	
2700	Student Transportation Services	17,287.10	118,816.79	359,307.00	240,490.21	37.52	
2720	Vehicle Operation Services	(4,770.80)	(17,497.87)	28,805.00	46,302.87	-82.33	
2800	Support Services	72.66	3,685.50	4,590.00	904.50	80.29	
2830	Staff Services	0.00	2,802.04	3,500.00	697.96	82.20	
2840	Information Systems Services	0.00	0.00	0.00	0.00	0.00	
2850	Risk Management Services	0.00	0.00	0.00	0.00	0.00	
3100	Food Services Operations	10,298.05	59,705.65	0.00	(59,705.65)	0.00	
5200	Fund Transfers	0.00	0.00	0.00	0.00	0.00	
5251	Food Service Transfer	0.00	0.00	0.00	0.00	0.00	
9200	Non-Appropriated Reserve	0.00	0.00	0.00	0.00	0.00	
10	GENERAL FUND	555,792.47	3,820,434.36	7,117,230.90	3,296,796.54	59.92	Fund
2800	Support Services	5,468.00	106,503.43	114,000.00	7,496.57	98.22	
18	Insurance Reserve Fund	5,468.00	106,503.43	114,000.00	7,496.57	98.22	Fund
0090	Other General Education	0.00	0.00	0.00	0.00	0.00	
19	Colorado Preschool Program	0.00	0.00	0.00	0.00	0.00	Fund
3100	Food Services Operations	10,722.73	90,262.00	271,873.00	181,611.00	38.69	
21	Food Service Fund	10,722.73	90,262.00	271,873.00	181,611.00	38.69	Fund
0000	Program 0000	0.00	0.00	0.00	0.00	0.00	
0090	Other General Education	0.00	0.00	0.00	0.00	0.00	
2600	Operation and Maintenance of Plant Services	0.00	0.00	0.00	0.00	0.00	
22	Governmental Designated-Purpose Grants Fund	0.00	0.00	0.00	0.00	0.00	Fund
4000	RTTT Early Childhood	0.00	0.00	0.00	0.00	0.00	
26	Spec. Revenue - Building Restoration	0.00	0.00	0.00	0.00	0.00	Fund
5100	Debt Service	0.00	1,600,231.25	1,959,763.00	359,531.75	81.65	
31	Bond Redemption Fund	0.00	1,600,231.25	1,959,763.00	359,531.75	81.65	Fund
4000	RTTT Early Childhood	0.00	0.00	0.00	0.00	0.00	
41	Cap. Projects Building Fund	0.00	0.00	0.00	0.00	0.00	Fund
4000	RTTT Early Childhood	0.00	518,210.76	1,097,095.00	578,884.24	47.23	
43	Capital Reserve Fund	0.00	518,210.76	1,097,095.00	578,884.24	47.23	Fund
3100	Food Services Operations	0.00	0.00	0.00	0.00	0.00	
51	Food Service Fund	0.00	0.00	0.00	0.00	0.00	Fund
0090	Other General Education	0.00	0.00	110,000.00	110,000.00	0.00	
73	Agency Fund	0.00	0.00	110,000.00	110,000.00	0.00	Fund
1800	Cocurricular Activities I - Athletic/Sport	0.00	0.00	200,000.00	200,000.00	0.00	
1900	Cocurricular Activities II	0.00	0.00	50,000.00	50,000.00	0.00	
74	Pupil Activity Agency Fund	0.00	0.00	250,000.00	250,000.00	0.00	Fund
Report Total:		571,983.20	6,135,641.80	10,919,961.90	4,784,320.10	60.44	

COOPERATIVE AGREEMENT CONCURRENT ENROLLMENT PROGRAMS ACT

THIS COOPERATIVE AGREEMENT (Agreement) is by and between the State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education (SBCCOE) for the use and benefit of **Colorado Northwestern Community College** (College or State) and **Meeker School District** (Local Education Provider or Contractor) pursuant to the Concurrent Enrollment Programs Act, Sections 22-35-101 to 112, C.R.S. (Act). CNCC and Local Education Provider shall collectively be referred to as the "Party or Parties".

The Act provides options for high school students to enroll in courses offered by CNCC. The Parties have decided to establish a Concurrent Enrollment Program pursuant to the Act and therefore enter into this Agreement.

1. Eligibility

Students who wish to enroll in the Concurrent Enrollment Program must be enrolled in the 9th grade or higher in the Local Education Provider, be less than twenty-one (21) years old and meet CNCC requirements for each course. Specific course entry requirements are published in the Colorado Northwestern Community College catalog: <http://www.cncc.edu/academics/course-catalogs/>

2. Enrollment

This Agreement covers only postsecondary courses and basic skills courses offered by CNCC, in which high school students will be permitted to enroll pursuant to the Concurrent Enrollment Program. CNCC agrees to enroll Local Education Provider students in courses offered by CNCC as follows:

- a. The courses offered by CNCC must be applicable to earning a degree or certificate or completion of the basic skills course sequence.
- b. Students enrolled in the 12th grade who do not satisfy the minimum prerequisites for postsecondary courses may enroll in CNCC basic skills courses through the Concurrent Enrollment Program.
- c. CNCC has the right to deny student enrollment based on space availability and CNCC admission requirements.
- d. CNCC has the right to discontinue a student's enrollment based on a determination that the student does not have sufficient skills or abilities to continue in the course selected. In such case, CNCC will notify the Local Education Provider.
- e. Students enrolled in CNCC courses through the Concurrent Enrollment Program are subject to the academic and disciplinary rules of the CNCC Student Code of Conduct and must adhere to all CNCC policies and procedures found here: <http://www.cncc.edu/about-cncc/consumer-information/student-handbook-policies/>. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.
- f. Students in need of accommodations are encouraged to contact their High School resource team and/or CNCC Student Services <http://www.cncc.edu/about-cncc/consumer-information/disabilityservices/>.

- g. CNCC is responsible for the course content, course prerequisites and quality of instruction.
- h. Students attending a CNCC class must be taking the course for college credit. Students who wish to take a CNCC course for High School credit only must specifically apply to CNCC to do so.
- i. Students may participate in interscholastic high school activities as students of the Local Education Provider, including but not limited to, athletics. With regard to College activities, students may participate in CNCC activities but are not eligible for NCAA athletic activities.
- j. The Local Education Provider will provide a copy of this Agreement to the Colorado Department of Education. CNCC or the Colorado Community College System (CCCS) will provide a copy of this Agreement to the Colorado Department of Higher Education.
- k. The Local Education Provider and CNCC shall establish an academic program of study for each student enrolled through the Concurrent Enrollment Program pursuant to the provisions of Section 22-35-104(6)(b)(IV), C.R.S., which shall include (1) an academic plan of study that describes all of the courses that the student intends to complete to satisfy his or her remaining requirements for graduation from the Local Education Provider, and (2) a plan by which the Local Education Provider shall make available to the student ongoing counseling and career planning.
- l. The Local Education Provider may utilize any CNCC courses offered at the LEP, CCCS online, virtual, telepresence, and/or on the CNCC campuses.

3. Credit

Students who are accepted in the Concurrent Enrollment Program shall receive postsecondary credit toward a degree or certificate or completion of a basic skills course and credit toward high school graduation as follows:

- a. Students shall not concurrently enroll in basic skills courses unless they are enrolled in the 12th grade.
- b. Students who have not satisfied the minimum requirements for graduation established by the Local Education Provider by the end of their 12th grade year and are therefore retained by the Local Education Provider may not concurrently enroll in postsecondary courses that are worth more than a total of nine (9) credit hours per academic semester, including basic skills courses.
 - 1. If a student is retained beyond the 12th grade, he or she may not concurrently enroll in more than six (6) credit hours per academic semester if he or she is registered as a full-time pupil of the Local Education Provider.
 - 2. If a student is retained beyond the 12th grade, he or she may not concurrently enroll in more than three (3) credit hours per academic semester if he or she is registered as a part-time pupil of the Local Education Provider.
- c. Unless otherwise restricted, students are not limited in the number of credit hours in which they concurrently enroll.
- d. Academic credit granted for successfully completed coursework shall be consistent with CNCC course catalog <http://www.cncc.edu/academics/course-catalogs/>.

4. Registration

- a. All students shall apply for admissions, enroll and register as CNCC students in accordance with CNCC admissions and registration requirements and processes. This process includes completing the application for the College Opportunity Fund (COF) and ensuring that this is successfully connected to the student's CNCC account.
- b. Local Education Provider should enroll students in CNCC courses that pertain to the degree or certificate program indicated on their Academic Plan.
- c. Academic advising and career planning will be available to students at both CNCC and the Local Education Provider.
- d. All students shall complete the Concurrent Enrollment Agreement and Registration Form and submit to CNCC in accordance with the timeline set forth by CNCC.

5. Financial Provisions

The tuition and fees charged by CNCC for students enrolled in the Concurrent Enrollment Program will be as follows and as further detailed in the Financial Provisions part attached hereto:

- a. The Local Education Provider agrees to provide CNCC with each student's uniquely identifying student number (SASID) which will be used to authorize COF stipend payments to CNCC on behalf of the enrolled student.
- b. The Local Education Provider hereby agrees to pay CNCC on behalf of the student pursuant to the terms discussed in the attached Financial Provisions.

6. FTE Status

The Local Education Provider shall include the students in its pupil enrollment pursuant to the provisions of Section 22-54-103(10), C.R.S. CNCC shall also include the students in determining the number of student FTEs pursuant to Title 23, C.R.S.

7. Independent Contractor

THE LOCAL EDUCATION PROVIDER AND THE COLLEGE SHALL PERFORM THEIR DUTIES HEREUNDER AS INDEPENDENT CONTRACTORS AND NOT AS EMPLOYEES OF THE OTHER PARTY. NEITHER PARTY NOR THEIR AGENTS OR EMPLOYEES SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE OTHER PARTY. THE PARTIES SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY AND THEIR EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THEY OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE OTHER PARTY DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. THE PARTIES SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND EACH OTHER TO ANY AGREEMENT, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN.

8. Use of the Local Education Provider's Facilities and Faculty

- a. If CNCC courses are taught at the Local Education Provider's facilities, the Local Education Provider shall provide adequate classrooms and furnishings to facilitate teaching of courses. The parties shall mutually agree upon days and times of the course offerings to ensure minimum contact hour requirements are met.

- b. The Local Education Provider shall provide all instructional supplies and equipment necessary to facilitate teaching of courses that take place at the Local Education Provider's facilities.
- c. CNCC will approve development and classroom delivery of all post-secondary courses that occur at the Local Education Provider's facilities. Local Education Provider agrees to participate in any CNCC mandated site visits.
- d. Faculty necessary to facilitate teaching of courses at the Local Education Provider's facilities shall be provided by and paid by the Local Education Provider. CNCC shall have the right to approve and reject faculty provided by the Local Education Provider through the CNCC credential evaluation process. It is the responsibility of the CNCC Vice President of Instruction or the CNCC Dean of Instruction to ensure all faculty meet the minimum qualifications.
- e. Faculty provided by the Local Education Provider shall be responsible for instructing and evaluating students and providing grades and other documentation to CNCC in accordance with regular College processes and deadlines outlined in the Faculty Handbook <https://static.cncc.edu/faculty/FacultyHandbook2016-2017.pdf>.

9. Notices

Any notice or communication required or permitted to be given under this Agreement and Financial Provisions part attached hereto, shall be in writing and shall be either served personally, by fax or by e-mail, or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

LOCAL EDUCATION PROVIDER:
Meeker School District
Attn: Chris Selle
PO Box 1089
Meeker, CO 81641
Phone: (970)878-9040
Email: chris.selle@meeker.k12.co.us

COLLEGE:
CNCC
Attn: Julie Hoff
2801 W. 9th St.
Craig, CO 81625
Phone: (970)291-9099
Email: julie.hoff@cncc.edu

10. Term

This Agreement shall become effective when the Colorado State Controller or designee (hereinafter called the "Effective Date") signs and shall continue for a period of five (5) years.

11. Termination

Either Party may terminate this Agreement on 30 days' written notice to the other party. However, if a notice to terminate is issued after the start of an academic term, then this Agreement will continue in effect until the conclusion of that academic term.

12. Additional Provisions

- a. This Agreement will be governed by the laws of the State of Colorado. In the event of litigation, jurisdiction and venue will be in the County or District Court, County of Denver, Colorado.
- b. This Agreement may be modified only in writing signed by the Parties.

- c. Each of the Parties shall be solely responsible for the actions or omissions of its officers, employees, and agents. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations either Party may have under the Colorado Governmental Immunity Act (Sec. 24-10-101, C.R.S. *et. seq.*) or of any other defenses, immunities, or limitations of liability available to either of the Parties by law.
- d. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in a written agreement executed and approved by the Parties.

FINANCIAL PROVISIONS FOR THE COOPERATIVE AGREEMENT CONCURRENT ENROLLMENT PROGRAMS ACT

1. Tuition

The Local Education Provider agrees to pay one hundred percent (100%) of the student's current share of tuition, as approved by the SBCCOE. CNCC shall charge the school district at the Resident "on-campus" and Resident "on-line" tuition rates depending on what the student registers for. The tuition rates for future years will be determined annually by the SBCCOE.

CNCC shall charge each concurrently enrolled student or his or her parent or legal guardian the additional College Opportunity Fund (COF) stipend set per credit hour if the student does not successfully apply for COF and have it successfully applied to their student account. The COF stipend is annually set by the Colorado General Assembly.

The Local Education Provider agrees to pay one hundred percent (100%) of the student's share of tuition for all students who withdraw from CNCC courses, even if that student has withdrawn from the Local Education Provider. In the event that withdrawn students do not successfully apply for COF and have it successfully applied to their student account, CNCC shall charge the student or his or her parent or legal guardian the additional COF stipend set per credit hour greater than the student share of tuition for these courses.

When a student attends a CNCC class on the CNCC campuses, at the LEP campus, CCCS online, virtual, or telepresence, , the Local Education Provider agrees to pay one hundred percent (100%) of the student's share of tuition. In the event that students do not successfully apply for COF and have it successfully applied to their student account, CNCC shall charge the student or his or her parent or legal guardian the additional COF stipend per credit hour greater than the student share of tuition for these courses.

CNCC will provide the Local Education Provider with the tuition rates and the set COF stipend prior to the start of each academic year.

Additionally, if the student or his or her parent or legal guardian does not remit timely payment to CNCC, he or she will be subject to collections.

2. Faculty/Instructor Cost

For the current academic year, when a qualified high school instructor teaches on behalf of the College at the Local Education Provider's site, CNCC will return one hundred percent (100%) of the student's current share of tuition to the Local Education Provider. For each academic year thereafter, CNCC retains the right to modify this percentage of return.

For the current academic year, when a CNCC faculty member is required to teach on behalf of CNCC at the Local Education Provider's site, CNCC will return one hundred percent (100%) of the student's current share of tuition to the Local Education Provider. For each academic year thereafter, CNCC retains the right to modify this percentage of return.

For the current Academic year, when a student enrolls in a virtual, telepresence, or other distance learning course, CNCC will return one hundred percent of the student's share of tuition to the Local Education Provider. For each academic year thereafter, CNCC retains the right to modify this percentage of return.

For the current Academic year, when a student enrolls in a course on either CNCC campus, CNCC will return one hundred percent of the student's share of tuition to the Local Education Provider. For each academic year thereafter, CNCC retains the right to modify this percentage of return..

For the current Academic year, when a student enrolls in a CCCOnline course, CNCC will not return any of the student's share of tuition to the Local Education Provider. For each academic year thereafter, CNCC retains the right to modify this percentage of return.

3. Fees

Pursuant to Section 22-35-105(3)(b), C.R.S., CNCC chooses not to charge each concurrently enrolled student or his or her parent or legal guardian any College specific fees CNCC shall not charge such fees to the Local Education Provider unless the Local Education Provider voluntarily agrees to pay for fees. In those circumstances, the Local Education Provider shall submit its authorization in writing to CNCC. CNCC CIP fees are considered a tuition extension and are therefore billed to the LEP according to the financial agreement. Individual course fees will be charged to the student or his or her parent or legal guardian.

4. Invoicing Procedures

Each semester, CNCC will submit an invoice for the net amount of tuition due for all of the Local Education Provider's students, calculated in accordance with the specifications above, within forty five (45) days after the CNCC census date.

The Local Education Provider will pay CNCC within thirty (30) days from the date of the invoice.

Each semester, the Local Education Provider will submit an invoice to the director of concurrent enrollment for the net amount of tuition return for all of the Local Education Provider's students, calculated in accordance with the specifications above, within thirty (30) days after the CNCC invoice date.

CNCC will pay the Local Education Provider within thirty (30) days from the date of the invoice.

5. Textbooks and Course Materials

Students must have textbooks and course materials that have been approved by the College. The Local Education Provider will determine whether the Local Education Provider or the students will purchase the textbooks and course materials. The College will not be responsible for providing textbooks and course materials.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the

Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of

tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

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THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the College is relying on their representations to that effect and accept personal responsibility for any and all damages the College may incur for any errors in such representation.

LOCAL EDUCATION PROVIDER:

STATE OF COLORADO:
JOHN W. HICKENLOOPER, GOVERNOR
Department of Higher Education, by the State
Board for Community Colleges and Occupational
Education, for the use and benefit of the **Colorado
Northwestern Community College**

Meeker School District
Legal Name of Contracting Entity

Signature of Authorized Officer

Ronald Granger
CNCC President

Chris Selle
Print Name

Date

Date

LEGAL REVIEW:
Cynthia Coffman, Attorney General

Nick Stancil

Date

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
ROBERT JAROS, CPA, MBA, JD**

By: _____
Scott Rust
Vice President of Business and Administration

Date: _____

To: Parents and students in Meeker School District
From: Meeker School Board

February 21, 2017

Dear Parents and Students,

The change in federal administration has caused some uncertainty in national education and immigration policy. We would like to assure our community that the Meeker Schools will continue to uphold our commitment to serve every child in the District and to provide the best possible educational opportunities for all children without discrimination.

Signed,

Meeker School Board and Administration