

CERTIFICATION RESOLUTION

WHEREAS, pursuant to section 22-40-102, Colorado Revised Statutes, on or before December 15, 2009, the Board of Education of the Jefferson County School District No. R-1 shall certify to the Board of County Commissioners of Jefferson and Broomfield Counties the separate amounts necessary to be raised from levies against the valuation for assessment of all taxable property located within the school district for the General Fund and the Bond Redemption Fund for the current fiscal year, and

WHEREAS, the Jefferson County Assessor and the Broomfield County Assessor have provided to the Board of Education of the Jefferson County School District No. R-1 a 2008 Certificate of Valuation, and written notice to the School District of refunds and abatements of 2008 taxes paid in 2009, and

WHEREAS, under applicable Colorado law, including the provisions of section 39-10-114, Colorado Revised Statutes, the Board of Education of Jefferson County School District No. R-1 shall adjust its mill levy, as determined under the Public School Finance Act of 1994, section 22-54-101 et seq., Colorado Revised Statutes, to collect revenues lost through previous years' abatements and refunds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Jefferson County School District No. R-1, Jefferson County, Colorado, herewith authorizes and certifies to the Board of County Commissioners of the County of Jefferson and the County of Broomfield, State of Colorado, the total amount \$271,332,157 to be raised from a levy of 36.895 mills consisting of a standard levy of 26.252 mills pursuant to the Public School Finance Act of 1994 and 0.540 mills for abatements and refunds, and 3.399 mills approved by voters in 1999 as a mill levy override, and 1.436 mills approved by voters as a mill levy override for partially achieving the Performance Promise, and 5.268 mills approved by voters in 2004 as a mill levy override against the net valuation of assessment in the amount of \$7,354,171,479 for all taxable property located within the boundaries of the School District for the General Fund of the School District for the fiscal period beginning July 1, 2009, and ending June 30, 2010; and

BE IT FURTHER RESOLVED, that the Board of Education of the Jefferson County School District No. R-1, Jefferson County, Colorado, herewith authorizes and certifies to the Board of County Commissioners of the County of Jefferson, and the County of Broomfield, State of Colorado, the total amount of \$82,734,429 to be raised from a levy of 11.250 mills against the net valuation of assessment in the amount of \$7,354,171,479 for all taxable property located within the boundaries of the School District for the Bond Redemption Fund of the School District for the fiscal period beginning July 1, 2009, and ending June 30, 2010; and

BE IT FURTHER RESOLVED, that the Secretary of the Board of Education be, and is hereby directed to forward the certification for each fund by a copy of this Resolution to the Board of County Commissioners for the County of Jefferson and the County of Broomfield, State of Colorado.

Adopted this 10th day of December 2009
Jefferson County School District No. R-1
Counties of Jefferson and Broomfield
State of Colorado

Attest:



Robin Johnson
Secretary

By: 

Dave Thomas
President

Approved by the Board of Education on December 10, 2009 by a vote of 5-0 as follows:

Aye: 5

Nay: 0



Building Bright Futures
December 14, 2009

Financial Services
1829 Denver West Drive, Building #27
Golden, Colorado 80401-3120
phone: 303-982-6843
fax: 303-982-6826

web site: <http://jeffcoweb.jeffco.k12.co.us/finance/>

Broomfield City Council
City / County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Ladies and Gentlemen:

Attached is a copy of the Certification Resolution passed by the Board of Education of Jefferson County School District No. R-1 on December 10th which certifies the 2009 levies for taxes to be collected in 2010. This certification is based on a net assessed valuation of \$108,063,109 as certified by the County Assessor on December 1, 2009.

| | <u>Mill Levy</u> | <u>Property Tax Revenue</u> |
|-------------------------------------|------------------|-----------------------------|
| General Fund | | |
| State Wide levy | 26.252 | \$2,836,873 |
| Voter Approved Override – 1999 | 3.399 | 367,307 |
| Override due to Performance Promise | 1.436 | 158,745 |
| Voter Approved Override – 2004 | 5.268 | 565,710 |
| CRS 22-40-102(6) Abatements | <u>.540</u> | <u>58,354</u> |
| Total General Fund | 36.895 | \$3,986,989 |
| | | |
| Bond Redemption Fund | <u>11.250</u> | <u>\$1,215,710</u> |
| | | |
| Total | <u>48.145</u> | <u>\$5,202,699</u> |

The full funding mill levy would have been 75.174 without state funding.
The funding received from the State is \$367,629,317.16.

Sincerely,

A handwritten signature in cursive script that reads "Robin Johnson".

Robin Johnson
Secretary, Board of Education

c: Lorie Gillis, Chief Financial Officer
Bob Smith, Chief Operating Officer
County Assessor, City/County of Broomfield



JEFFCO PUBLIC SCHOOLS

Building Bright Futures
December 14, 2009

Board of County Commissioners
Jefferson County Court House
100 Jefferson County Parkway
Golden, CO 80419

Ladies and Gentlemen:

Attached is a copy of the Certification Resolution passed by the Board of Education of Jefferson County School District No. R-1 on December 10th which certifies the 2009 levies for taxes to be collected in 2010. This certification is based on a net assessed valuation of \$7,246,108,370 as certified by the County Assessor on December 1, 2009.

| | <u>Mill Levy</u> | <u>Property Tax Revenue</u> |
|-------------------------------------|------------------|-----------------------------|
| General Fund | | |
| State Wide levy | 26.252 | \$190,224,837 |
| Voter Approved Override – 1999 | 3.399 | 24,629,522 |
| Override due to Performance Promise | 1.436 | 10,644,534 |
| Voter Approved Override – 2004 | 5.268 | 37,933,377 |
| CRS 22-40-102(6) Abatements | <u>.540</u> | <u>3,912,899</u> |
| Total General Fund | 36.895 | \$267,345,169 |
| | | |
| Bond Redemption Fund | <u>11.250</u> | <u>\$81,518,719</u> |
| | | |
| Total | <u>48.145</u> | <u>\$348,863,888</u> |

The full funding mill levy would have been 75.174 without state funding.
The funding received from the State is \$367,629,317.16.

Sincerely,

Robin Johnson
Secretary, Board of Education

- c: Lorie Gillis, Chief Financial Officer
- Bob Smith, Chief Operating Officer
- County Treasurer and County Assessor, Jefferson County

Revised Version: December 16, 2009

This Memorandum of Understanding is entered into by and between the State of Colorado (“State”) and Jefferson County Schools (“LEA”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

1. **Scope of Work.** Exhibit 1, the preliminary Scope of Work, indicates which portions of the State’s proposed reform plans (“State Plan”) the LEA is agreeing to implement.

2. **Project Administration.**

a. **LEA Responsibilities.** In assisting the State in implementing the tasks and activities described in the State’s Race to the Top application, the LEA will:

- i. Implement the plan identified in Exhibits I and II of this agreement (“the LEA Plan”);
- ii. Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or the U.S. Department of Education (“ED”);
- iii. Post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned or developed using funds associated with the Race to the Top grant;
- iv. Participate, as requested, in any evaluations of this grant conducted by the State or ED;
- v. Be responsive to State or ED requests for information including the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- vi. Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned; (c) plans for subsequent years of the Race to the Top grant period; and (d) other matters related to the Race to the Top grant and associated plans.

- b. **State Responsibilities.** In assisting participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State will:
 - i. Work collaboratively with and support the LEA in carrying out the LEA Plan as identified in Exhibits 1 and 2 to this agreement;
 - ii. Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan identified in Exhibit II;
 - iii. Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
 - iv. Identify sources of technical assistance for the project.
- c. **Joint Responsibilities.**
 - i. The State and the LEA will each appoint a key contact person for the Race to the Top grant.
 - ii. These key contacts from the State and the LEA will maintain frequent communication to facilitate cooperation under this MOU.
 - iii. State and LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
 - iv. State and LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that may affect the LEA, or when the LEA Plan requires modifications.
- 3. **State Recourse for LEA Non-Performance.** If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State will take appropriate enforcement action, which could include but is not limited to a collaborative process between the State and the LEA, temporarily withholding funds, or disallowing costs.
- 4. **Assurances.** The LEA hereby certifies and represents that it:
 - a. Has all requisite power and authority to execute this MOU;

- b. Is familiar with the State's Race to the Top grant application and is supportive of and committed to working on all or significant portions of the State Plan;
 - c. Agrees to be a participating LEA and will implement those portions of the State Plan indicated in Exhibit I, if the State application is funded;
 - d. Will provide a Final Scope of Work to be attached to this agreement as Exhibit II only if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe in Exhibit II the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Plan") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan; and
 - e. Will comply with all of the terms of the grant, the State's sub-grant, and all applicable Federal and State laws and regulations.
5. **Modifications.** This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.
6. **Duration/Termination.** This Memorandum of Understanding shall be effective beginning with the date of the last signature hereon, and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first; provided, however, that in the event the LEA and State are unable to finalize the Final Scope of Work on or before the date specified in Section 4 (a) above, this MOU shall be deemed null and void.
7. **Conflicts; Collective Bargaining.** Nothing in this Memorandum of Understanding shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal and State law (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employers and their employees, unless contrary to state or federal law. Nor shall this Memorandum of Understanding prohibit the parties from entering into written agreements to alter or modify the terms of existing collective bargaining agreements or memoranda of understanding.

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8. Signatures.

LEA Superintendent (or equivalent authorized signatory)

Cynthia Stevenson January 7, 2010
Signature Date

Cynthia Stevenson, Superintendent
Printed Name/Title

President of Local School Board (or equivalent; if applicable)

[Signature] _____
Signature Date

DAVID J. THOMAS President
Printed Name/Title DAVE THOMAS

January 7, 2010
Date

Local Teachers' Union Leader (if applicable)

[Signature] January 11, 2010
Signature Date

Kerrie Dallman President, JEFFERSON COUNTY EDUCATION ASSOC.
Printed Name/Title

Authorized State Official: By the signature below, the State hereby accepts the LEA as a participating LEA:

Signature Date

Printed Name/Title

Exhibit 1 – Preliminary Scope of Work

LEA hereby agrees to participate in implementing the State Plan in each of the areas identified below:

| Elements of State Reform Plan | LEA Participation (y/n) | Comments from LEA |
|-------------------------------------------------------------------------------------|-------------------------|-------------------|
| B. Standards and Assessments | | |
| (B)(3) Supporting the transition to enhanced standards and high-quality assessments | | |
| C. Data Systems to Support Instruction | | |
| (C)(3) Using data to improve instruction | | |
| (i) Use of local instructional improvement systems | | |
| (ii) Professional development on use of data | | |
| (iii) Availability and accessibility of data to researchers | | |
| D. Great Teachers and Leaders | | |
| (D)(2) Improving teacher and principal effectiveness based on performance | | |
| (i) Measure student growth | | |
| (ii) Design and implement evaluation systems | | |
| (iii) Conduct annual evaluations | | |
| (iv)(a) Use evaluations to inform professional development | | |
| (iv)(b) Use evaluations to inform compensation, promotion, and retention | | |
| (iv)(c) Use evaluations to inform tenure and/or full certification | | |
| (iv)(d) Use evaluations to inform removal | | |
| (D)(3) Ensuring equitable distribution of effective teachers and principals | | |
| (i) In high-poverty and/or high-minority schools | | |
| (ii) In hard-to-staff subjects and specialty areas | | |
| (D)(5) Providing effective support to teachers and principals | | |
| (i) Quality professional development | | |
| (ii) Measure effectiveness of professional development | | |
| (E) Turning around the lowest-achieving schools | | |
| (E)(2) Turning around the lowest achieving schools | | |

Exhibit 2 – Final Scope of Work (to be inserted within 90 days after award of grant to State)
