

Monitoring Area 3, Title I, Part A: Fiduciary Responsibilities

Indicator Number	Indicator Description	Status	USDE Action Requirement	CDE Response
Indicator 3.3	The LEA complies with the requirements with regard to: (1) Reserving funds for the various set-asides either required or allowed under the statute, and (2) Allocating funds to eligible school attendance areas or schools in rank order of poverty based on the number of children from low-income families who reside in an eligible attendance area. [§§. 1113, 1116, 1118 of the ESEA and § 200.77 and §200.78 of the Title I regulations]	Finding	The CDE must submit to ED evidence that DPS has distributed, after equitable services have been calculated, 95 percent of the remainder of the one percent required for parental involvement to public schools, or, if it is using all or a portion of the 95 percent for districtwide activities such as parent resource centers, that it has appropriately documented that the funds were allocated to the schools, and that each individual school agreed to give back all or a portion of its allocation to fund a districtwide activity for parents of Title I students.	The Denver Public Schools has provided evidence that some of its Title I schools chose to revert the Parent Involvement set aside back to the district for larger-scale activities. (Attachment A)
Indicator 3.5	The SEA ensures that the LEA complies with requirements with regard to services to eligible private school children, their teachers and their families. § 1120 and 9306 of the statute, § 443 of GEPA, and §§ 200.62 – 200.67, 200.77 and § 200.78 of the Title I Regulations.	Findings	(1) The CDE must provide ED with evidence that it has notified DPS that its contracts with the third parties providing services to private school children, their teachers and/or families must include the requirements listed above. The CDE must provide ED with copies of revised contracts from DPS that meet these requirements.	(1) Attachment B is a copy of initial notification to Denver Public Schools about the need to revise its third party contracts. CDE staff also met with the district to go over the changes that were need for these contracts. Denver Public Schools has revised its third party contracts to meet the requirements. (Attachment C). Attachment D displays a page from the district’s approved 10-11 consolidated application budget to show the amount covering administrative costs is coming from the district’s administrative costs and not from the instructional funds available for the Title I program that benefits eligible private school students.

Indicator Number	Indicator Description	Status	USDE Action Requirement	CDE Response
Indicator 3.5 (Continued)	The SEA ensures that the LEA complies with requirements with regard to services to eligible private school children, their teachers and their families. § 1120 and 9306 of the statute, § 443 of GEPA, and §§ 200.62 – 200.67, 200.77 and § 200.78 of the Title I Regulations.	Findings (Continued)	<p>(2) The CDE must provide ED with evidence that it has notified DPS that its contract with the third party providing services to private school children, their teachers and/or families must include the requirements listed above. In addition, the CDE must provide ED with copies of at least three DPS invoices from the current school year that meet these requirements.</p> <p>(3) The CDE must provide ED with evidence that it has taken the following actions to ensure that its LEAs meet the requirements that LEAs maintain control of the Title I program being provided for eligible private school children:</p> <ul style="list-style-type: none"> • Provide DPS with technical assistance regarding this requirement; • Require DPS to cease these practices immediately and provide evidence to ED that DPS has done so; and • Strengthen its procedures to ensure that all LEAs meet this requirement. <p>(4) The CDE must provide ED with documentation that it has notified its LEAs of this requirement. In addition, the CDE</p>	<p>(2) Copies of third party contract invoices are part of Attachment E.</p> <p>(3) A webinar was hosted that reviewed the requirements for districts to maintain control of the Title I program for private school students. (Attachment F) Attachment G provides evidence that the webinar was hosted, as well as confirmation from districts of their participation in it. In addition, CDE met with Denver Public Schools staff to review the practices for maintaining control of the Title I program. The district has ceased its former practices that created the conditions for the finding. Attachment H is a memo to the CDE from both the district and a private school that acknowledge the practices have ceased. Attachment I provides evidence that the district has revised its time and effort certification to show that the district maintains control of the authorizing signature.</p> <p>(4) The Denver Public Schools has identified that there are no funds for equitable services in the area of</p>

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Indicator 3.5 (Continued)	The SEA ensures that the LEA complies with requirements with regard to services to eligible private school children, their teachers and their families. § 1120 and 9306 of the statute, § 443 of GEPA, and §§ 200.62 – 200.67, 200.77 and § 200.78 of the Title I Regulations.	Findings (Continued)	<p>must provide ED with information from DPS concerning professional development activities that have been or will be provided to teachers of eligible private school children during the 2010-2011 school year.</p> <p>(5) The CDE must provide ED with evidence that it has notified its LEAs of this requirement. In addition, the CDE must provide ED with information as to how it has strengthened its procedures to ensure that its LEAs meet this requirement.</p>	<p>professional development in support of its Title I program for private school students.</p> <p>(5) Attachment D provides evidence that the CDE has notified LEAs about the requirements for Title I program that benefit private school students. In the 2011-2012 consolidated application budget, there is be additional coding to account for the 95% of the 1% that flows to Title I schools. Currently, the electronic budget only captures the 1%; the revised budget will provide a methodology for tracking the funds that must flow to Title I schools.</p>



DENVER PUBLIC SCHOOLS

FEDERAL PROGRAMS-TITLE I, II
1330 FOX STREET, THIRD FLOOR NORTH
DENVER, COLORADO 80204
TELEPHONE: (720) 423-8157

September 28, 2009

Principals of Title I schools,

Based on surveys from parents and schools throughout the district it is the understanding of the Title I office that Title I schools wish the district to hold a portion of the required parent involvement dollars centrally so that programs such as Parent Tutor Training, Mile High Parents Campaign, Community Resources Family Nights and mini-grants can be funded for access by interested schools. Pooling funds this way provides a larger source of funds for programs that schools would like, but might not have money for individually.

Each Title I school will continue to budget an amount equal to 1% of its Title I allocations for parent involvement.

By signing below and returning this document to Veronica Bradsby, you are acknowledging your acceptance allocating funds this way. A menu of the central offerings will be sent out later for you to choose from should you wish. Mini grant applications are available from Patsy Roybal in the Parent Engagement office immediately.

Respectfully,

Veronica Bradsby
Title I Director

Encls.
cc. Colorado Department of Education
Nancy Connor
Patsy Roybal

Signature of Acknowledging Principal

Name:

Khoa Nguyen

School:

Ellis

Attachment B

Connor, Nancy

From: Boland, Trish [Boland_T@cde.state.co.us]
Sent: Monday, September 20, 2010 2:30 PM
To: Connor, Nancy; Edwards, Seth
Subject: FW: Wording for contracts

Here is recommended rewording for the third party contracts. Essentially, the costs for each of these areas needs to be delineated in the contract.

Trish Boland, Ph.D.
Office of Federal Program Administration
1560 Broadway, Suite 1450
Denver, CO 80202

Office (303) 866-6998
Cell (303) 656-5007
Fax (303) 866-6637
boland_t@cde.state.co.us

From: Cromer, Nola [mailto:Nola.Cromer@ed.gov]
Sent: Sunday, September 19, 2010 7:59 AM
To: Boland, Trish
Subject: Wording for contracts

Trish,

Here is some recommended wording that Denver may want to consider in its contracts --

{ Example}

INSTRUCTIONAL COSTS

For the purposes of this contract, instructional costs are defined as:

- • Teacher and instructional aide salaries, including fringe benefits;
- • Instructional materials, including such items as books, computers and software for student use, workbooks, and supplies.

{ Example}

ADMINISTRATIVE COSTS

For the purposes of this contract, administrative costs are defined as:

- • Costs the contractor incurs to administer the program, including but not limited to salaries and fringe benefits for the Director, assistants as needed, area supervisors, and support staff, office rent and utilities, office equipment and supplies, postage and mailings, telephone, travel, special capital expenses, escort time, professional development for Title I teachers and supervisors who are employees of the contractor, and the contractor's fee (profit).

{ Example}

PROFESSIONAL DEVELOPMENT COSTS

For the purposes of this contract, professional development costs are defined as:

Attachment B (Continued)

Costs the contractor incurs to provide professional development activities to private school teachers of participating private school children.

{ Example}

PARENTAL INVOLVEMENT COSTS

For the purposes of this contract, parental involvement costs are defined as:

Costs the contractor incurs to provide parental involvement activities to parents of participating private school children.

Nola



For Internal Use Only:

School/Department: _____

From: _____

Account # _____

Requisition #: _____

(All ICA's valued \$25,000 and higher shall be encumbered into the District's Financial system).

**DENVER PUBLIC SCHOOLS INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES OF \$5,000 OR MORE
Third Way Center - Title I Regular**

WHEREAS, School District No. 1 in the City and County of Denver and State of Colorado (hereinafter referred to as the "District") has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services to the District; and

WHEREAS, the District has determined that a need exists to retain a Contractor to provide the services hereinafter specified; and

WHEREAS, Catapult Learning West, LLC (hereinafter referred to as the "Contractor") is qualified to provide the services required by the District; and

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

NOW, THEREFORE, the undersigned parties desire to enter into this Agreement subject to the following terms and conditions:

1. Scope of Services The Contractor shall perform the Services as follows:

Small group AchieveReading and AchieveMath PlusTech instruction supported as needed to the lowest performing students and GED instruction, as needed. The services to be provided are detailed in Attachment A.

The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. Schedule The District and the Contractor agree that the services shall be provided at the following mutual agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement:

Monday - Friday during the school day from September 2010 through May 2011 as determined in consultation with the group home director.

3. Term The provision of services under this Agreement shall commence on 8/15/2010, and will terminate on 06/30/2011; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the District has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

4. Remuneration The Contractor's fee the District is obligated to pay for the services rendered under this Agreement is as follows: \$24,980.00 and under no circumstances whatsoever District shall the fee exceed: \$24,980.00. The District shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the District's Accounts Payable office. The invoice should include detail dates of service, the charge for services and a description of the services. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable with the Request for Payment form and the Contractor's W-9 form. A Breakdown of costs is detailed in Attachment B.

5. Invoicing requirements The Contractor shall furnish the following information within invoices that are submitted for request for payment to the District;

- a. Dates of which services were rendered
- b. Detailed description of the services or activities performed

- c. If services were on a 'Fixed price' basis, a summary of provided milestones as per the scope of work shall be furnished.
- d. Names of the individuals providing services
- e. Hours worked
- f. Bill rate or compensation for the services rendered
- g. All 'Other Direct Expenditures' shall include- vendor name, expense type, expense description, and date of expense. (The District uses the prescribed Federal guidelines for travel and reimbursement. For further information, please go to the District website for accounts payable for guidelines on accepted daily rates).

6. Independent Contractor. The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. To the extent the law permits, the Contractor waives all claims against the District for any Employee benefits including worker's compensation and general liability insurance coverage of its employees. The Contractor expressly agrees that, as an independent contractor, neither the Contractor nor any of its employees, subcontractors or agents is entitled to any employee benefits from the District, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance or worker's compensation insurance (collectively, "Employee Benefits") unless provided by the Contractor or some other entity. The Contractor is obligated to pay federal and state income tax on any moneys paid by the District under this Agreement. The parties agree that the District will not:

- a. Require the Contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly rate, but rather will pay only the compensation stated in Paragraph 4; and
- d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and
- h. Pay the Contractor individually if the Contractor is an individual; instead, the District will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- i. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

8. Conflict of Interest The Contractor cannot be related to any school district employee if such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either the Contractor or the school district employee.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, etc. without the other party's prior written consent.

10. Assignment Prohibited. The Contractor cannot assign any of the services that require performance under the Agreement. In this regard, the Contractor understands that the performance of the scope of work is considered personal services under this Agreement.

11. Compliance With Law/District Policies. The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.

- a. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor

shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E-Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

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

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, upon reasonable cause, by notifying the other party in writing of their intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective ten (10) days after the date of mailing. In the event of termination, the District shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. In addition, the District may terminate this Agreement immediately without prior notice if any of the following occurs:

- a. If the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District;
- b. If any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services for to the party/parties to that contract; or
- c. If any circumstance beyond the District's control, including but not limited to financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations.

14. Indemnification. The Contractor agrees to indemnify, defend and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, representatives, or agents, which arises directly or indirectly from any act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor will defend the District from any claim and will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the District related to this Agreement was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability.

15. Governing Law. This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Insurance.

- a. **No Insurance Through the District.** The District will not include the Contractor as an insured under any policy the District has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy.

- b. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor provide the District with certificates of insurance evidencing each of the types and amounts specified below:
 - (i) Standard Workers' Compensation coverage as required by Colorado law.
 - (ii) Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$500,000 on account of any one person, and \$1,000,000 for each occurrence of property damage and personal injury.
 - (iii) Automobile Liability insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of Services.
- c. Insurance coverage shall not be reduced below the limits described above or canceled without the District's written approval of such reduction or cancellation.
- d. The Contractor shall require that any of its agents and subcontractors who enter upon the District's premises shall maintain like insurance. Certificates of such insurance shall be provided to the District upon request.
- e. With regard to all insurance, such insurance shall: (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) not be canceled without thirty (30) days prior written notice to the District.

18. **No Waiver.** No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

19. **Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

20. **Conflict.** In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

21. **Relief the District May Seek.** The Contractor further agrees that, if the Contractor violates Paragraphs 20-22 of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 20-22 of this Agreement, the District will be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the District's Confidential Information, and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

22. **Confidential Information Belongs Solely To the District.** The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;
- d. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;
- e. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- f. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

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

Additionally, the Contractor's obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District.

23. Confidentiality Agreements With The Contractor's Employees. The Contractor will cause each of its Employees who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.

24. Non-solicitation. The Contractor shall not solicit directly or indirectly any of the District's employees for a period of two years following the termination of this Agreement without prior written consent of the District.

25. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the District is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

26. Notices, Process. Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at the Contractor's address provided in this Agreement, while the District's Notice address is as follows: Denver Public Schools, Director of Purchasing, 900 Grant Street, Denver, Colorado 80203; or at such other address that either party may provide later to the other party. Each party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other party and that party's attorney as provided above.

27. Work For Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor is the sole owner of the deliverable items and all rights herein conveyed to the District. Contractor agrees to indemnify and hold harmless the District against any claim of infringement of the deliverable items or any portion thereof or of any patent, copyright, trade secret or other proprietary rights of third parties.
- b. Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the items, to notify the District of the extent of copying from third party works as well as to notify the District of any limitations placed on the use of those materials copied from third parties.
- c. All of the items prepared for or submitted to the District by the Contractor under this Agreement shall belong exclusively to the District and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the District. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, the Contractor hereby assigns to the District the ownership of copyright in the deliverable items and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable items. The Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.
- d. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to District an irrevocable, non-exclusive, worldwide, royalty-free license to (1) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and, (2) authorize others to do any, some or all of the foregoing.
- e. No license or right is granted to the Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

Attachment C (Continued)

28. **PERA Contribution.** This certification is required for District verification of Public Employee Retirement Association ("PERA") retirement status and contributions, with respect to making a PERA Contribution, as an independent contractor:

- a. X I do not qualify as former District employee nor am I or anyone else an Affiliated Party, therefore, a PERA Contribution is not required under this Agreement. Names of employees are listed in Attachment C.
- b. _____ I am a former District employee or I am an Affiliated Party, because i) I am a PERA Retiree providing services; ii) PERA Retiree or an Affiliated Party owns or operates the company; iii) the PERA retiree or an Affiliated Party is performing services under this Agreement, and a PERA Contribution is required.
- c. _____ As a PERA Retiree or Affiliated Party, along with this contract, one of the following required form(s), has been submitted:
 - i) PERA Retiree Returning To Work; or
 - ii) Report Of Work During the Effective Month of Retirement; or
 - iii) Post-Retirement Work Report.

By its signature below, the Contractor assures and certifies that it has complied with all applicable State laws, regulations, rules and District policies, whether or not specifically referenced herein and as may be amended from time to time, related to PERA Contribution. The Contractor shall not be relieved of liability for damages sustained by the District by virtue of any breach or failure to report and disclose the Contractor's status as a PERA Retiree or Affiliated Party. The District is entitled to withhold from the Contractor any reimbursement to recover or to set-off the exact amount of damages incurred.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated below:

Sworn And Subscribed To Before Me

by Kathleen Donovan

this 12th day of August, 2010

Witness My Hand And Official Seal

My Commission Expires: 2/3/15

By: Michael J. Gubicza
Notary Public

CONTRACTOR: Catapult Learning West, LLC

By: [Signature]

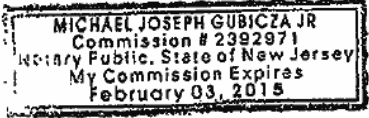
Title: Chief Financial Officer

Address: Two Aquarium Drive, Suite 100

City, State, Zip: Camden, NJ 08103

Tax ID: 01-0959202

Date: 8/12/10



Attachment C (Continued)

I hereby certify that the individuals requested in this agreement are not school district employees, and are not family members of mine. Any finding to the may require repayment and/or further disciplinary action up to and including termination.

SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER
AND STATE OF COLORADO

RECOMMENDED BY:

Veronica Bradsby
Site Administrator's Signature

Veronica Bradsby, Director
Print Name and Title

Title I
School or Department

8/13/10
Date

* * * * *

Sworn And Subscribed To Before Me

APPROVED BY:

by _____

Authorized Designee of the Board of Education per Board Policy DJA

this _____ day of _____, 20__.

Print Name and Title

Witness My Hand And Official Seal

Date

My Commission Expires: _____

By: _____
Notary Public

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

1) In addition to the above requirements, the contractor review checklist shall accompany this executed agreement.

Attachment C (Continued)

Attachment A
Service Allocation

School(s)	Funds Allocated	Curriculum	Allocati on FTE	Total Number of Students	Student to Teacher Ratio	Minutes per Session	Sessions per Group, per Week	Start-Up
Third Way Center								
Instructional Cost	22,521.41	AchieveReading and AchieveMath with possible GED support, as needed	.25 FTE teacher	To be determined in consultation with the center's director. Up to 25 with proposed schedule	3:1	25-45 minutes	2-3	August/ September 2010
Materials Cost	2,438.59							
Administrative Cost	1,243.01							
TOTAL PROGRAM FEE	26,203.01							

Attachment C (Continued)

Attachment B
Breakdown of Costs

Total Cost of the Agreement (Not to Exceed Amount): \$26,203.01

In consideration of the services provided by Catapult as described herein, the District shall pay Catapult at a fee (the "Fee") of:

Instructional costs as described in Attachment A	\$22,521.41
AchieveReading-AchieveMath/Teaching Material/Curriculum	\$2,438.59
Administrative Oversight* [costs the contractor incurs to administer the program, including but not limited to salaries and fringe benefits of the Director, support staff; office rent, utilities, equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the contractor; and the contractor's fee (profit).]	\$1,243.01

*The Administrative Costs are paid for by Title I.

Attachment C (Continued)

**DENVER PUBLIC SCHOOLS
AMENDED INDEPENDENT CONTRACTOR SERVICES
AGREEMENT
Third Way Center - Title I Regular**

The Agreement is amended between School District No. 1 in the City and County of Denver and State of Colorado (hereinafter referred to as the "District") and Catapult Learning West, LLC (hereinafter referred to as the "Contractor").

WHEREAS, the parties have entered into an Agreement requiring the Contractor to provide instructional services for low performing students

WHEREAS, the parties wish to amend the Agreement to increase the dollar amount to provide additional instructional services. The services to be provided are detailed in Attachment A. The breakdown of costs is listed in Attachment B.

NOW THEREFORE, the undersigned parties desire to amend the Agreement as follows:

STRIKE \$24,960.00 and INSERT the following: \$26,203.01

ALL other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 19th day of October, 2010.

ATTEST:

By Jessie Calogio

CATAPULT LEARNING WEST, LLC

By Kathleen Donovan
Kathleen Donovan, CFO

SCHOOL DISTRICT NO. 1
CITY AND COUNTY OF DENVER
STATE OF COLORADO

SITE ADMINISTRATORS SIGNATURE

Nancy Connor
Signature

NANCY CONNOR, DIRECTOR
Print name and title

FEDERAL PROGRAM
School/Department

APPROVED:

Attachment D

0880 Denver 1
v1011a District

3a-BUDGET DETAIL
NCLB Interfund Budget - FY 2010-11

Revisions to Approved Budget - describe on sheet 8 11/05/10

[Sheet 6a](#)

25,439,282

1	2	3	4	5	6
Program	Budget Object	Funding Source	Title I Part A or Title II Part D Budget Statutory Requirement	Cost	Description
Improvement of Instructional Services	Purchased Professional & Tech Serv (0300)	I-A	na	12,473	Life Skills Center: Consultants (ID#:15107)
Support Program	Purchased Professional & Tech Serv (0300)	I-A	na	1,247	Life Skills Center: Consultants (ID#:15108)
Support Program	Other Purchased Services (0500)	I-A	na	387	Life Skills Center: Postage (ID#:15109)
Support Program	Other Purchased Services (0500)	I-A	na	180	PS1: Postage (ID#:15143)
Support Program	Supplies (0600)	I-A	PD	1,200	PS1: Material & Supplies (ID#:15144)
Support Program	Other Purchased Services (0500)	I-A	na	1,359	Southwest Early College: Postage (ID#:15156)
Support Program	Supplies (0600)	I-A	na	90	Southwest Early College: Materials and Supplies (ID#:15157)
Support Program	Supplies (0600)	I-A	na	2,400	Southwest Early College: Copying and Printing (ID#:15158)
Support Program	Purchased Professional & Tech Serv (0300)	I-A	na	485	Escuela Tlatelolco: Consultants (ID#:15081)
Support Program	Supplies (0600)	I-A	na	500	Envision Leadership Prep: Food (ID#:15069)
Support Program	Supplies (0600)	I-A	na	401	Envision Leadership Prep: Material & Supplies (ID#:15073)
Support Program	Supplies (0600)	I-A	na	100	Envision Leadership Prep: Printing and Copying (ID#:15074)
Support Program	Supplies (0600)	I-A	na	1,194	Justice High School: Food (ID#:15085)
Instructional Program	Supplies (0600)	I-A	na	694	Justice High School: Materials & Supplies (ID#:15082)
Administration	Purchased Professional & Tech Serv (0300)	I-A	na	5,000	Central Administration: Private School Admin (ID#:14138)
Administration	Purchased Professional & Tech Serv (0300)	I-A	na	10,000	Central Administration: Legal Fees (ID#:14139)
Administration	Purchased Professional & Tech Serv (0300)	I-A	na	1,000	Central Administration: Misc Maintenance (ID#:14140)
Administration	Other Purchased Services (0500)	I-A	na	1,500	Central Administration: Postage (ID#:14141)
Administration	Other Purchased Services (0500)	I-A	na	8,500	Central Administration: Travel & Registration (ID#:14142)

Attachment E

IC 00206
RJ 31522

DENVER PUBLIC SCHOOLS
REQUEST FOR PAYMENT

Please sign this form and return it to _____
Are you a current or past employee of the Denver Public Schools? No. _____

Checks payable for service rendered are processed through various offices; therefore, you may not receive your check for several weeks following your service. The check will be mailed to you at the address you indicate on this form.

The Internal Revenue Service has advised us that since the amount listed below has not been subject to withholding, it becomes your obligation to report this income to the government. You are, however, entitled to offset the income by reporting any travel and meal expenses incurred as a result of your serving as a specialist.

Pay to: Name Catapult Learning West
TIN 01-0959202
Address 39830 Treasury Center
Chicago IL 60694-9800
(city) (state) (zip)

() Check here for address change

I rendered the following services for the Denver Public Schools _____

small group AchieveReading and AchieveMath PlusTech instruction supported as needed to the lowest performing students and GED instruction at Daybreak (Marilee School)

on October 2010
(date)

If more than an honorarium is involved
attach a list showing itemized expenses
receipts, statements, etc.

Signature of Person to be Paid



I CERTIFY THAT THERE IS A LEGALLY SIGNED CONTRACTOR SERVICE AGREEMENT ON FILE FOR THIS JOB. A COPY OF THE SIGNED CONTRACT IS ATTACHED WITH THE FIRST PAY REQUEST FOR THIS JOB.

Signature of _____
Principal/Department Head School/Department

Amount to be paid \$ 2,293.20 - CL024922

L1 \$2184.00

Charge Account 28.646.19.0090.4010.0.0339
(School/Department must fill in Account Number)

L2 \$109.20

Sent to: Rosemarie Simon for payment 11-22-10
(date)

First time paid W-9 being sent _____

W-9 sent previously _____

Attachment E (Continued)

CATAPULT LEARNING WEST	DUE DATE	12/11/2010
	CURRENT BALANCE / AMOUNT DUE	2,293.20
Catapult Learning West P.O.BOX 39830, Treasury Center Chicago IL 60694		Amount Paid
CUSTOMER 000201999	INVOICE	CL024922

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE

Please Remit To:	Page:	1
Catapult Learning West	Invoice No:	CL024922
P.O. BOX 39830, Treasury Center	Invoice Date:	11/11/2010
Chicago IL 60694	Customer Number:	000201999
	Payment Terms:	Net 30
	Due Date:	12/11/2010

AMOUNT DUE: \$ 2,293.20 USD

Customer:	Amount Remitted
DENVER PUBLIC SCHOOL DISTRICT	
1330 FOX STREET	
3RD FLOOR NORTH	
ATTN: MARIA LOMELI	
DENVER CO 80204	

For billing questions, please call 856/831-7909

Line	Adj	Description	Inv Req	PO Ref	Unit Amt	Quantity	Net Amount	
		2010-2011 School Year						
		Daybreak (Marilee School) - TITLE I						
1		Instructional Cost			1,965.60	1.00	1,965.60	
		AchieveReading and AchieveMath PlusTech with possible GSD support, as needed						
2		Materials Cost			218.40	1.00	218.40	
3		Administrative Cost			109.20	1.00	109.20	
		For the Month of October 2010						
		SUBTOTAL:					2,293.20	
		TOTAL AMOUNT DUE :					2,293.20	

Original

Attachment E (Continued)

PO742 Purchase Order Receiving Creation Approval Register

Signature: _____ / / Signature: _____ / / Signature: _____ / /

Batch Number	Batch Date	Operator	Date Created	Time Created	Receiving Location	
875992	11/22/10	M6L	11/22/10	10:43	DPS FEDERAL PROGRAMS	1330 FOX ST. 3RD FLOOR NORTH
					DENVER, CO 80204	

Receipt	Vendor		Receipt Date	Received by	Shippers Reference #
RJ 31522	I0953	CATAPULT LEARNING WEST LLC	11/22/10	Lomeli Maria, Federal Pro	
		OCTOBER 2010 SERVICES CL024922			
		L1 INSTRUCTIONAL & MATERIALS COST			
		L2 ADMINISTRATIVE COST			

Line	PO Reference	ITEM	Description	Quantity	Unit Price	Extended Amount	GL
001	IC 00206	1	08/10-06/11-SM GROUP INSTR-DAY BREAK (MARILEE SCHOOL)-REGULAR * CONTACT - CLAUDIA CARBAJAL (21 5) 592-7000 *	2184.000	1.00	2,184.00	N
002	IC 00206	2	INCREASED PO AS PER AMENDMENT	109.200	1.00	109.20	N

Attachment E (Continued)

CATAPULT LEARNING WEST	DUE DATE	12/11/2010
	CURRENT BALANCE / AMOUNT DUE	5,435.53
	Catapult Learning West P.O.BOX 39830, Treasury Center Chicago IL 60694	Amount Paid
	CUSTOMER 000201999	INVOICE CL024893

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE

Please Remit To: Catapult Learning West P.O.BOX 39830, Treasury Center Chicago IL 60694	Page: 1 Invoice No: CL024893 Invoice Date: 11/11/2010 Customer Number: 000201999 Payment Terms: Net 30 Due Date: 12/11/2010
	AMOUNT DUE: \$ 5,435.53 USD
Customer: DENVER PUBLIC SCHOOL DISTRICT 1330 FOX STREET 3RD FLOOR NORTH ATTN: MARIA LOMELI DENVER CO 80204	Amount Remitted

For billing questions, please call 856/831-7909

Line	Adj	Description	Inv Req	PO Ref	Unit Amt	Quantity	Net Amount
		2010-2011 School Year Denver Children's Home - TITLE I					
1		Instructional Cost			5,058.94	1.00	5,058.94
		AchieveReading and AchieveMath PlusTech with possible GED support, as needed					
2		Materials Cost			245.06	1.00	245.06
3		Administrative Cost			131.53	1.00	131.53
		For the Month of September 2010					
		SUBTOTAL:					5,435.53
		TOTAL AMOUNT DUE :					\$ 5,435.53

2000
Original

Attachment E (Continued)

PO742 Purchase Order Receiving Creation Approval Register

S ure: _____ / / Signature: _____ / / Signature: _____ / /

Batch Number	Batch Date	Operator	Date Created	Time Created	Receiving Location	
875857	11/19/10	M6L	11/19/10	15:36	DPS FEDERAL PROGRAMS DENVER, CO 80204	1330 FOX ST. 3RD FLOOR NORTH

Receipt	Vendor	Receipt Date	Received by	Shippers Reference #
RJ 31359	I0953 CATAPULT LEARNING WEST LLC SEPTEMBER 2010 SERVICES CL024093 L1 INSTRUCTIONAL & MATERIALS COSTS L2 ADMINISTRATIVE COST	11/19/10	Lomeli Maria, Federal Pro	

Line	PO Reference	ITEM	Description	Quantity	Unit Price	Extended Amount	Cl.
001	IC 00208	1	08/10-06/11-SM GROUP INSTR-DEN VER CHILDREN'S HOME-REGULAR * CONTACT - CLAUDIA CARBAJAL (21 5) 592-7000 *	5304.000	1.00	5,304.00	N
002	IC 00208	2	INCREASE PO AS PER AMENDMENT	131.530	1.00	131.53	N

Attachment E (Continued)

IC 00219
RJ 32554

DENVER PUBLIC SCHOOLS
REQUEST FOR PAYMENT

Please sign this form and return it to _____
Are you a current or past employee of the Denver Public Schools? No.

Checks payable for service rendered are processed through various offices; therefore, you may not receive your check for several weeks following your service. The check will be mailed to you at the address you indicate on this form.

The Internal Revenue Service has advised us that since the amount listed below has not been subject to withholding, it becomes your obligation to report this income to the government. You are, however, entitled to offset the income by reporting any travel and meal expenses incurred as a result of your serving as a specialist.

Pay to: Name Catapult Learning West
TIN 01-0959202
Address 39830 Treasury Center
Chicago IL 60694-9800
(city) (state) (zip)

() Check here for address change

I rendered the following services for the Denver Public Schools _____

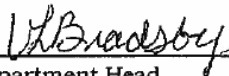
Small group AchieveReading and AchieveMath PlusTech instruction supported as needed to the lowest performing students and GED instruction, as needed at Third Way Center-Lowry

on November 2010
(date)

If more than an honorarium is involved
attach a list showing itemized expenses
receipts, statements, etc.

Signature of Person to be Paid 

I CERTIFY THAT THERE IS A LEGAL SIGNED CONTRACTOR SERVICE AGREEMENT ON FILE FOR THIS JOB. A COPY OF THE SIGNED CONTRACT IS ATTACHED WITH THE FIRST PAY REQUEST FOR THIS JOB.

Signature of  Title I
Principal/Department Head School/Department

Amount to be paid \$ 1,631.60 - C1025186 1 \$1560.00
Charge Account _____ L2 \$71.60
(School/Department must fill in Account Number)

Sent to: Rosemarie Simone for payment 12-07-10
(date)

First time paid W-9 being sent _____

W-9 sent previously _____

Attachment E (Continued)

**CATAPULT
LEARNING
WEST**

DUE DATE 12/30/2010

CURRENT BALANCE / AMOUNT DUE 1,631.60


PLEASE NOTE
Our New Remit-to Address

Catapult Learning West _____ Amount Paid
P.O.BOX 39830, Treasury Center
Chicago IL 60694

CUSTOMER 000201999 INVOICE CL025186

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE

Please Remit To:
Catapult Learning West
P.O. BOX 39830, Treasury Center
Chicago IL 60694

Page: 1
Invoice No: CL025186
Invoice Date: 11/30/2010
Customer Number: 000201999
Payment Terms: Net 30
Due Date: 12/30/2010

AMOUNT DUE: \$ 1,631.60 USD

Customer:
DENVER PUBLIC SCHOOL DISTRICT
1330 FOX STREET
3RD FLOOR NORTH
ATTN: MARIA LOMBLI
DENVER CO 80204

Amount Remitted

For billing questions, please call 856/831-7909

Line	Adj	Description	Inv Req	PO Ref	Unit Amt	Quantity	Net Amount
		2010-2011 School Year					
		Third Way Center-Lowry - TITLE I					
1		Instructional Cost			1,293.71	1.00	1,293.71
		AchieveReading and AchieveMath with possible GED support, as needed					
2		Materials Cost			266.29	1.00	266.29
3		Administrative Cost			71.60	1.00	71.60
		For the Month of November 2010					
		SUBTOTAL:					1,631.60
TOTAL AMOUNT DUE:							\$ 1,631.60

2900

Original

Private Schools and Title I-A

Colorado Department of Education
October 26, 2010

Private Schools & Title I-A

- Colorado has 183 Local Education Agencies (LEAs)
- Colorado has 385 private schools
- 55 LEAs have private schools
- 29 private schools participate in 2010-11 Title I-A
- 13 LEAs with private schools have participation in Title I-A by a private school



Topics to Cover

- USDE findings
- Per pupil allocation for instruction
- Parent involvement funds
- Professional development funds
- Equitable services for summer school
- Students attending private schools in other districts
- Third-party provider contracts

USDE Private School Findings

The Office of Federal Program Administration (OFPA) received five findings related to private schools:

- The CDE has not ensured that its LEAs have exercised proper oversight in awarding contracts for the provision of Title I services to participating private school students.



USDE Findings, cont.

- The CDE has not ensured that its LEAs require contractors to delineate on their invoices costs for instruction, professional development, parental involvement and administration and submit documentation to substantiate the charges for these costs.

USDE Findings, cont.

The CDE has not ensured that its LEAs maintain control of the Title I program being provided for eligible private school children as evidenced by the following:

- In an LEA, private school principals sign the time and effort sheets for Title I staff;
- The LEA requires its private schools to develop targeted assistance plans. In the plans, private school staff indicates how children will be selected and how the program will be evaluated;

USDE Findings, cont.

- The LEA requires its private school principals to ensure that Title I equipment is used only for Title I activities and that the Title I equipment is labeled properly.
- The CDE has not ensured that its LEAs use Title I funds to meet the identified needs of participating private school children only and not to benefit a private school. An LEA has allowed its contractors to provide professional development activities to classroom teachers of private school children that are general in nature and do not focus on helping the teachers better meet the needs of private school children.

USDE Findings, cont.

- The CDE has not ensured that its LEAs provide services to all its eligible resident children who attend private schools in other LEAs. Two LEAs provide Title I services to children who reside in other LEAs. There is no written agreement between the LEAs nor does the LEA of residence transfer funds to the LEA that is providing the services.

Per Pupil Allocation

- The per pupil allocation amount, shown in Data Table 6 of the Title I-A section of the Consolidated Application, can only be used for instructional support of eligible and identified Title I-A students.
- No other costs can be paid for with this funding.



Data Table 6 from the Consolidated Application

Private School	Title I School	# Low Income	# Served Students	Per Pupil Allocation	Funds for School
ST PIUS X SCHOOL	0214 - Altura Elementary School	4	2	\$753.05	\$3,012.20
ST PIUS X SCHOOL	2618 - Elkhart Elementary School	2	1	\$753.05	\$1,506.10
ST PIUS X SCHOOL	4973 - Laredo Elementary School	1	1	\$805.36	\$805.36

These funds can only support instructional costs.

Parent Involvement Funds

- In LEAs where the full Title I-A allocation is greater than \$500,000, 1% of the full allocation is required as a Parent Involvement set-aside.
 - The equitable parent involvement percentage is taken from the initial one percent. 95% of the remaining amount is then distributed to Title I schools. Decisions about the need and use of these funds takes place during consultation with the private school.
 - If an LEA reserves more than the required 1%, an equitable share of the addition must also be determined for the eligible private school students

Professional Development Funds

- PD funds for private school teachers of identified Title I-A students are available only if
 - The LEA reserves Title I-A funds under the HQ designation, and these funds are being used for professional development for all Title I schools**OR**
 - The LEA reserves additional funds to provide professional development to staff from all Title I-A schools
- Equitable services do not apply to funds identified for Program Improvement or Corrective Action

Title I- A Summer School

- If an LEA reserves Title I-A funds for summer school or full-day kindergarten in all its Title I schools:
 - An equitable amount of funding based on the amount of the reservation is added to the instruction account of the private school program



Neighboring Districts

- An LEA is responsible for providing services to its eligible students who attend private school in another district; Section 200.62(b)(1)(i) “Eligible private school children are children who reside in participating public school attendance areas of the LEA, regardless of whether the private school they attend is located in the LEA.”



Neighboring Districts, cont.

- An efficient way to handle this requirement is to arrange for the following:
 - The home district provides funding determined by the per pupil amount; see Data Table 6
 - The receiving district provides the services to the students
 - The home district reimburses the receiving district for the total number of low-income students enrolled in the receiving district's private school

Neighboring Districts, cont.

- Identification of students attending in another LEA
 - The home LEA uses local private school student lists to determine if students from other LEAs are enrolled in schools within its attendance area.
 - The home LEA contacts neighboring LEAs to determine attendance of its own students in other district's private schools.

Neighboring Districts, cont.

- Determining allocation to neighboring LEA
 - Determine Title I-A home school of students enrolled in neighboring LEA
 - Determine the low-income eligibility of the students
 - Check the Title I-A per pupil allocation at the home school showing equals the amount to be provided to the neighboring LEA for Title I-A services students.
 - Reimburse the neighboring LEA for the Title I-A eligible students attending the private school
 - Establish a written agreement between districts is needed

Third-Party Providers

- Contracts with third-party providers must include
 - detailed breakdown of instructional, professional development, and administrative costs, keeping the three separate
 - detailed descriptions of the instructional services that will be provided to eligible students including needs and goals
 - details of where, when and by whom the services will be delivered

Third Party Invoices

- Invoices from 3rd Party Contractors must include:
 - instructional activities (paid with funds generated by private school children from low-income families) and
 - administrative costs (paid with funds from the section 200.77(f) reservations). Administrative costs come from the district's 10% administrative costs.



Invoices, cont.

- Within each category, the contractors must provide detail sufficient to enable the LEA to determine that the requested invoices are in accordance with Title I requirements and the GEPA.
 - Information could include the name and salary of each teacher, the instructional materials purchased, and the specific administrative costs, such as supervisor's salary, office expenses, travel costs, capital expense type costs, and fees.

Invoices, cont.

- Invoices that are for more than one type of service, for example, for services for private school children as well as parental involvement activities for their parents, must break out the third party costs for instruction and family involvement.

Follow-Up

Web Documents

Equitable Services to Nonpublic School Students

http://www.cde.state.co.us/FedPrograms/dl/consapp_index-ti_a-tii_a-tii_d-tiii_tiii_eqserv.pdf

Frequently Asked Questions

http://www.cde.state.co.us/FedPrograms/dl/consapp_index-ti_a-tii_a-tii_d-tiii_tiii_eqservfaq.pdf

Affirmation of Consultation

http://www.cde.state.co.us/FedPrograms/dl/consapp_index_aff.pdf

Contacts

Kathryn Smukler: 303-866-6842 - smukler_k@cde.state.co.us

Trish Boland: 306-866-6998 - boland_t@cde.state.co.us

Attachment G

Boland, Trish

From: krodberg@bayfield.k12.co.us
Sent: Monday, October 11, 2010 4:03 PM
To: Boland, Trish
Subject: Accepted: Title I and Private Schools webinar @ Tue Oct 26 10am - 11am (boland_t@cde.state.co.us)

Karen Rodberg has accepted this invitation.

Title I and Private Schools webinar

Dear Colleagues,
Kathryn Smukler and I are hosting a webinar on Tuesday, October 26th, from 10 am – 11 am regarding private schools and Title I. Our office anticipates a finding from the USDE around certain aspects of Title I programs in nonpublic schools. This webinar will cover the information that USDE staff identified as a concern, so that your district is clear on all requirements associated with Title I programs in nonpublic schools. Please try to join us for this. In the event that you are unable to participate, the webinar will be recorded and posted to our website at a later date.

The login information for the webinar is below. You do not need to register.

Trish Boland & Kathryn Smukler

Trish Boland, Ph.D.
Office of Federal Program Administration
1560 Broadway, Suite 1450
Denver, CO 80202

Office (303) 866-6998
Cell (303) 656-5007
Fax (303) 866-6637
boland_t@cde.state.co.us

From: Algiene, Clara
Sent: Monday, October 11, 2010 10:05 AM
To: Boland, Trish
Subject: Webinar - Private Schools and Title I

Meeting Name: Private Schools and Title I

Invited By: Trish Boland and Kathryn Smukler
When: 10/26/2010 10:00 AM - 11:00 AM
Audio Conference Details: 866-601-0566
To join the meeting:
<http://connect.cboces.org/r77569112/>

If you have never attended a Connect Pro meeting before:
Test your connection: http://connect.cboces.org/common/help/en/support/meeting_test.htm

Attachment G (Continued)

Get a quick overview: http://www.adobe.com/go/connectpro_overview

Adobe, the Adobe logo, Acrobat and Acrobat Connect are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

When

Tue Oct 26 10am – 11am Mountain Time

Where

webinar - your office ([map](#))

Calendar

boland_t@cde.state.co.us

Who

- boland_t@cde.state.co.us - organizer
- idelay@psdschools.org
- renaldi_regina@stvrain.k12.co.us
- mim.campos@bvsd.org
- bee.wallace@bvsd.org
- kvansoest@greeleyschools.org
- seth_edwards@dpsk12.org
- krodberg@bayfield.k12.co.us
- dbussey@jeffco.k12.co.us
- nancy_connor@dpsk12.org
- odegarr@canoncityschools.org
- gzukowski@adams50.org
- quintanillar@thompson.k12.co.us
- ionesea@d11.org
- lmunro@jeffco.k12.co.us
- nicholsl@re1valleyschools.org
- pacoleman@aps.k12.co.us
- brillha@d11.org
- jduffy@adams50.org
- smukler_k@cde.state.co.us
- lreyesqu@jeffco.k12.co.us
- veronica_bradsby@dpsk12.org
- marosticar@re1valleyschools.org
- catalina.martis@bvsd.org

Invitation from [Google Calendar](#)

You are receiving this courtesy email at the account boland_t@cde.state.co.us because you are an attendee of this event.

To stop receiving future notifications for this event, decline this event. Alternatively you can sign up for a Google account at <https://www.google.com/calendar/> and control your notification settings for your entire calendar.



invite.ics

Attachment G (Continued)

Boland, Trish

From: Bussey Debora [dbussey@jeffco.k12.co.us]
Sent: Monday, October 25, 2010 12:58 PM
To: Boland, Trish
Subject: Accepted: Reminder of Title I and Private Schools webinar

Boland, Trish

From: Bussey Debora [dbussey@jeffco.k12.co.us]
Sent: Monday, October 25, 2010 12:58 PM
To: Boland, Trish
Subject: Accepted: Reminder of Title I and Private Schools webinar

Boland, Trish

From: Mim Campos [mim.campos@bvsd.org]
Sent: Monday, October 25, 2010 10:42 AM
To: Boland, Trish
Subject: Accepted: Reminder of Title I and Private Schools webinar

Boland, Trish

From: Deborah_Venor@dpsk12.org on behalf of Connor, Nancy [Nancy_Connor@dpsk12.org]
Sent: Monday, October 25, 2010 10:32 AM
To: Boland, Trish
Subject: Accepted: Reminder of Title I and Private Schools webinar

Boland, Trish

From: Paul Coleman [pacoleman@aps.k12.co.us]
Sent: Monday, October 25, 2010 10:13 AM
To: Boland, Trish
Subject: Accepted: Reminder of Title I and Private Schools webinar

Boland, Trish

From: JONES, ELIZABETH A - Title I [JONESEA@D11.ORG]
Sent: Monday, October 25, 2010 8:57 AM
To: Boland, Trish
Subject: Accepted: Reminder of Title I and Private Schools webinar



DENVER PUBLIC SCHOOLS

FEDERAL PROGRAMS-TITLE I
1330 FOX STREET, THIRD FLOOR NORTH
DENVER, COLORADO 80204
TELEPHONE: 720-423-8223

TO: Colorado Department of Education

FROM: Veronica Bradsby, Title I Director

DATE: October 27, 2010

Re: Maintain Control of Title I Program being provided for eligible private school children

DPS maintains control of the Title I program for nonpublic school students, teachers and other education personnel by implementing the following effective immediately;

- Cease having private school principals sign the time and effort sheets for Title I staff. Only designated DPS Title I officials will be authorized to sign the semi-annual time and effort sheets for Title I staff within the nonpublic schools.
- Cease the requirement that private schools develop targeted assistance plans. The plan, design, and implementation of Title I programs in nonpublic schools belong to DPS.
- Discontinue the Assurance document from private school principals since it is district responsibility to ensure that materials are secular and non-ideological, and the district is responsible for their orderings, delivery tracking and inventory..

Respectfully,

Handwritten signature of Veronica Bradsby in black ink.

Veronica Bradsby
Title I Director

Signature of Acknowledging Principal,

Handwritten signature of Rabbi Richard Goldstein in black ink.

Rabbi Richard Goldstein
Principal, Hillel Academy

Attachment H (Continued)

DENVER PUBLIC SCHOOLS
Federal Programs
2011-2012

Notification of Intent to Participate in ESEA Programs

Name of School/ Institution: _____

Street Address: _____

City: _____ Zip: _____ Telephone number: _____

Fax number: _____ Email: _____

Contact Person (please print): Principal _____

Director _____

Our school is interested in participating in the following Federal Programs for the 2011-2012 school year (check all that apply):

- _____ Title I Educational programs for disadvantaged children
- _____ Title II Professional development/High Quality Teachers
- _____ Title II D Enhancing Education through Technology (opportunity to participate)
- _____ Title III English Language Acquisition (opportunity to participate)
- _____ **Not interested in receiving the above funds**

Participation in Title I requires that you fill out additional forms documenting the number of students who qualify for free and reduced lunches and reside in DPS Title I attendance areas. If you decide to participate additional forms will be sent to you.

Grades served: _____ to _____

Signature _____ Date _____

Please mail the forms to Rosemarie Kellogg, Denver Public Schools, Title I, 1330 Fox St., 3rd Floor North, Denver, CO 80204 by November 30, 2010.

The Total School Enrollment as of October 1, 2010 _____

Attachment I

Denver Public Schools
Title I, Part A
First Semester, 2009/2010
Semi-Annual Time Certification Form for Staff Funded by Title I

An employee who is compensated for work solely in a schoolwide program must furnish semi-annual certifications that he/she has been engaged exclusively in activities of that school.

Normally, if an employee has multiple payroll accounts and one account is a federal grant, he/she must submit detailed time distribution records parceling out his/her time to each different payroll account. But because your school participates in a schoolwide program, each employee funded by a federal grant is only subject to semi-annual certification that he/she worked exclusively in that schoolwide program.

Please list any staff whose salaries were paid all or in part by Title I during first semester of the 2009-2010 school year.

Position	Name	FTE	Start Date	End Date (if applicable)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

This is to certify that the above staff worked 100% of their time during the first half of the school year for: _____ (PRINT NAME OF YOUR SCHOOL)

PS/I Principal Signature (Confirmation) Date

LEA Authorizing Signature Date

Attachment I (Continued)

Denver Public Schools
Title I, Part A
Second Semester, 2009-2010
Semi-Annual Time Certification Form for Staff Funded by Title I

An employee who is compensated for work solely in a schoolwide program must furnish semi-annual certifications that he/she has been engaged exclusively in activities of that school.

Normally, if an employee has multiple payroll accounts and one account is a federal grant, he/she must submit detailed time distribution records parceling out his/her time to each different payroll account. But because your school participates in a schoolwide program, each employee funded by a federal grant is only subject to semi-annual certification that he/she worked exclusively in that schoolwide program.

Please list any staff whose salaries were paid all or in part by Title I during second semester of the 2009-2010 school year.

Position	Name	FTE	Start Date	End Date (if applicable)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

This is to certify that the above staff worked 100% of their time during the second half of the school year for: _____ (PRINT NAME OF YOUR SCHOOL)

PS/I Principal Signature (Confirmation)

Date

LEA Authorizing Signature

Date