

NOTICE OF REGULAR MEETING AND AGENDA



February 13, 2013

**Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501**

John Creighton, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

DISTRICT VISION STATEMENT

*To be an exemplary school district
which inspires and promotes high
standards of learning and student
well-being in partnership with
parents, guardians and the
community.*

DISTRICT MISSION STATEMENT

*To educate each student in a safe
learning environment so that they
may develop to their highest
potential and become contributing
citizens.*

ESSENTIAL BOARD ROLES

*Guide the superintendent
Engage constituents
Ensure alignment of resources
Monitor effectiveness
Model excellence*

BOARD MEMBERS

*John Creighton, President
Debbie Lammers, Secretary
Mike Schiers, Asst Secretary
Rod Schmidt
Joie Siegrist
Bob Smith, Vice President
Dori Van Lone, Treasurer*

1. CALL TO ORDER:

7:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. BOARD RECOGNITIONS/PRESENTATIONS TO THE BOARD & BOARD COMMUNICATIONS/COMMENTS:

Community Foundation Serving Boulder County
myOn Reader Contest Winners

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

1. Frederick High School Feeder Report by High School Student Advisory Council Students
2. Senior Tax Work-Off Program Update
3. School-Based Health Center Update

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the January 9, 2013 Regular Meeting; January 16, 2013 Regular Study Session; and the January 23, 2013 Regular Televised Study Session
4. Approval: Approval of Change Order to CMGC Contract-Burlington Elementary School Renovation Project
5. Approval: Approval of Contract Award-2013 Portable Classrooms Purchase
6. Approval: Approval of Contract Award-Lyons Elementary School Retaining Wall Replacement Project

8. ACTION ITEMS:

1. Recommendation: Adoption of Resolution Proclaiming National School Breakfast Week, March 4-8, 2013
2. Recommendation: Adoption of Resolution Proclaiming "Read Across America Day", March 1, 2013
3. Recommendation: Approval of Superintendent's Contract, 5th Addendum

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4. Recommendation: Approval of Fiscal Sponsor Agreement and the MOU Between the Education Foundation for the St. Vrain Valley and SVVSD
5. Recommendation: Approval of Joint Use Agreement with the Town of Firestone
6. Recommendation: Approval of Appointment of Executive Director of Innovation Programs
7. Recommendation: Approval of Appointment of Principal to Skyline High School
8. Recommendation: Request to Grant Exception to Conflict of Interest Policy
9. Recommendation: Approval of Race to the Top Evaluator Consulting Service
10. Recommendation: Approval of Request to Change Adult Education Graduation Date

9. DISCUSSION ITEMS:

1. First Reading, Introduction, Board Policy GBEB – Staff Code of Conduct (And Responsibilities)

10. ADJOURNMENT:

Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:

- | | |
|------------------------|---|
| Wednesday, February 20 | 4:30 – 5:30 pm Study Session to be held at Heritage Middle School Library
BOE Tour of Construction 4:30 to 5:30 pm
Study Session from 5:30 to 6:30 pm |
| Wednesday, February 27 | 6:30 pm Financials
7:00 – 9:00 pm Televised Study Session |
| Wednesday, March 13 | 7:00 pm Regular Meeting |

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Frederick High School Feeder Report-High School Student Advisory Council

PURPOSE

To provide students the opportunity to practice leadership skills and report out on the successes of the Frederick High School feeder system to the Board of Education.

BACKGROUND

The Student Advisory Committee is comprised of 3-4 high school students from each of our high schools that were chosen by teachers and administrators. The Student Advisory Committee was started by Don Haddad six years ago so that students could give input to the superintendents about what students were feeling about the District.

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Senior Tax Work-Off Program

PURPOSE

To provide the Board of Education a report on the Senior Tax Work-Off Program.

BACKGROUND

On August 8, 2012, the Board of Education passed a resolution establishing a Senior Tax Work-Off Program to assist senior citizens and disabled homeowners on a fixed income with their property taxes. This program was contingent on the passage of the 2012 Mill Levy Override.

With the passage of the Mill Levy Override, the program was instituted. Interested qualified senior citizens and disabled individuals could request and submit an application between November 15 and November 30, 2012. Background checks were completed and individuals were matched with schools for work to begin in early January. These volunteers can work up to a maximum of 40 hours at \$8.00 per hour with these dollars applied to their property taxes.

Currently, the volunteer numbers are:

	Boulder	Weld	Total
Elementary	51	7	58
Middle	13	3	16
High	<u>10</u>	<u>4</u>	<u>14</u>
Total	74	14	88

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Update on School-Based Health Centers

PURPOSE

To provide the Board of Education with details of an early exploration of School-Based Health Centers in Colorado.

BACKGROUND

A small team has been researching School-Based Health Center opportunities for St. Vrain Valley Schools and will provide an update of findings. Information to include grants, partnerships, data collection and facts regarding school districts and school-based health centers will be shared with Board of Education members.

Regina Renaldi, Assistant Superintendent for Priority Programs, and Jackie Whittington, Executive Director of Student Services, will answer questions about this update and the team findings.

February 13, 2013
Staff Terminations/Leaves of Absence

7.1

Effective	Name	Position/Location	FMLA	Non-FMLA Medical	Personal	Extended	Resigned	Retired	Comments
Administrative/Professional/Technical									
1/15/2013	Buyrn, Curtis	Senior Web Programmer/Info Resources					X		
6/12/2013	Leyba, Jake	Assistant Principal/Altona Middle						X	13 Years
Licensed									
1/2/2013	Bernhardt, Kelly	Teacher/Loma Linda Elementary	X						
1/2/2013	Crill, Jennifer	Teacher/Loma Linda Elementary	X						
1/14/2013	Engel, Alanna	Counselor/Student Services	X						
1/2/2013	Gleisner, Amanda	SLP/Student Services	X						
5/24/2013	Greenhalge, Lynn	1st Grade Teacher/Sanborn Elementary						X	12 years
1/2/2013	Hale, Kalli	SLP/Student Services	X						
1/4/2013	Hanford, Jason	Special Ed Teacher/Spangler Elementary					X		
9/27/2012	Hardy, Samantha	Teacher/APEX Program					X		
2/8/2013	Hodgkinson, Philip	Social Studies Teacher/Mead High					X		
1/7/2013	Kabelis, Omaira	Teacher/Mead High	X						
12/4/2012	Kegler, Steven	Teacher/Skyline High	X						
1/28/2013	Law, Joshua	Teacher/Mountain View Elementary	X						
1/14/2013	Martinez, Nadio	Teacher/Erie Middle	X						
1/7/2013	Moore, Sara	Teacher/Burlington Elementary	X			X			
1/22/2013	Mourer, Elizabeth	Teacher/Loma Linda Elementary	X						
1/3/2013	Murray, Kristin	Special Ed Teacher/Frederick Elementary					X		
11/28/2012	Nappe, Joanne	Teacher/Fall River Elementary		X					
1/2/2013	Schilz, Leigh	Teacher/Centennial Elementary	X		X				
Classified									
12/17/2012	Ahmed, Mahvish	Child Care Director/Red Hawk Elementary		X					
1/4/2013	Ballard, Dana	Health Clerk/Longs Peak Middle					X		
2/1/2013	Baros, Jasmine	Instructional Para/Red Hawk Elementary							
1/23/2013	Borecky, Diane	HR Technician/Human Resources	X						
2/20/2013	Bradley, Kate	Special Ed Para/Silver Creek High School					X		
1/8/2013	Cramer, Jessica	Child Care Group Leader/Centennial Elementary					X		
4/29/2013	Deeter, Ronald	Carpenter/O & M						X	28.5 years
1/18/2013	Dike, Teresa	Bus Assistant/Transportation					X		
1/18/2013	Dille, Penny	Secretary to Principal/Spangler Elementary					X		
1/30/2013	Elder, Eryn	Accompanist/Coal Ridge Middle					X		

February 13, 2013
Staff Terminations/Leaves of Absence

7.1

[illegible]

February 13, 2012
Staff Appointments

7.2

HIRE DATE	Name	Position	Location	New Position	Replacement
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
	LICENSED				
1/2/2013	Gebert, Paige	Math Teacher	Longmont High		X
1/2/2013	Gutierrez, Maria	Bilingual Kindergarten Teacher	Loma Linda Elementary		X
1/24/2013	Rhodes, Katie	Colorado Preschool Program Coord	Student Services		X
12/12/2012	Watt, Timothy	Permanent Licensed Sub	Human Resources	X	
	CLASSIFIED				
1/14/2013	Backes, Michael	Special Ed Para	Loma Linda Elementary		X
12/13/2012	Bartleson, Sara	Bus Driver	Transportation		X
1/7/2013	Boruff, Debra	ECSE Para	Alpine Elementary	X	
1/11/2013	Cline, Heidi	Instructional Para	Red Hawk Elementary		X
1/16/2013	Congdon, Nickol	Nutrition Services Worker	Erie High		X
1/28/2013	Fuller, Matthew	Campus Supervisor	Erie Middle		X
2/6/2013	Fuss, Laura	Child Care Group Leader	Centennial Elementary		X
1/22/2013	Gilbert, Devon	175 Day Custodian	Niwot High		X
1/28/2013	Good, Beverly	Special Ed Para	Niwot Elementary		X
1/4/2013	Heiman, Annette	Special Ed Para	Longmont Estates Elementary		X
1/7/2013	Klarkowski, Katie	Noninstructional Para/Media Clerk	Longmont High		X
1/4/2013	Lange, Erin	ECSE Para	Blue Mountain Elementary	X	
1/16/2013	McIntyre, Sheri	Nutrition Services Worker	Sunset Middle		X
1/16/2013	Nelson, Timbra	Nutrition Services Worker	Frederick High		X
1/16/2013	Nichols, Gina	Nutrition Services Worker	Erie High		X
1/29/2013	Parra, Cynthia	Campus Supervisor	Adult Education		X
2/4/2013	Ramirez, Adriana	Home Contact Liaison 182 Days	Learning Services		X
2/4/2013	Simmons, Amber	Instructional Para	Red Hawk Elementary		X
1/22/2013	Warboys, John	220 Day Custodian	Mead Elementary		X
1/24/2013	Willemsen, Randi	200 Day School Secretary	Niwot High		X
2/1/2013	Wilson, Bobbi	Paraeducator	APEX Program		X

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board of Education Meeting Minutes

RECOMMENDATION

That the Board of Education approve the minutes from the January Regular Meetings.

BACKGROUND

The Board will be asked to approve the minutes for the January 9, 2013 Regular Meeting; the January 16, 2013 Regular Study Session; and the January 23, 2013 Regular Televised Study Session.

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order #3 to CMGC Contract – Burlington Elementary School Renovation Project

RECOMMENDATION

That the Board of Education approve Change Order #3 to the Construction Manager/General Contractor (CMGC) contract with Golden Triangle Construction for the Burlington Elementary School Renovation Project for \$883,493 for a total contract amount not-to-exceed \$2,400,000, and further authorize Rick Ring, Chief Operations Officer, to sign change order documents.

BACKGROUND

The CMGC contract with Golden Triangle Construction for the Burlington Elementary School Renovation Project was approved at the November 9, 2011 Board of Education meeting. Phase I was completed last summer while Phase II work is planned for summer 2013.

Change Order #3 includes Phase II construction activities adding new carpeting, additional asbestos abatement, plumbing repairs, site lighting, classroom lighting upgrades, a new electric sign, and a new security entrance.

The Burlington Elementary Renovation project is funded in the 2008 Bond program.

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award – 2013 Portable Classrooms Bid #2013-019

RECOMMENDATION

That the Board of Education approve the contract award for the 2013 Portable Classrooms Bid #2013-019 to Modular Space Corporation, dba ModSpace, for an amount not-to-exceed \$268,049 which includes the base bid for three units and a 10% contingency, and further authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education Policy FEH, Supervision of Construction.

BACKGROUND

Funding for the 2013 Portable Classrooms Bid is included in the 2013 Capital Reserve budget.

Bid documents were distributed on December 14, 2012 and bids were received and opened on January 8, 2013 with the following base bid results.

2013 Portable Classrooms – 3 Units

ModSpace	American Portable Buildings	Satellite Shelters	Pac-Van, Inc.
\$243,681	\$250,033.23	\$250,299	\$255,000

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award – Lyons Elementary Retaining Wall Replacement Project Bid #2013-020

RECOMMENDATION

That the Board of Education approve the contract award for the Lyons Elementary Retaining Wall Replacement Bid #2013-020 to Urban Farmer, Inc., for an amount not-to-exceed \$150,315 including the base bid, Alternate 1, and a 10% contingency and further authorize Rick Ring, Chief Operations Officer, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education Policy FEH, Supervision of Construction.

BACKGROUND

The Lyons Elementary Retaining Wall Replacement project is funded by Capital Reserve.

Bid documents were distributed on January 7, 2013 and bids were received and opened on January 31, 2013 with the following bid results.

Lyons Elementary Retaining Wall Replacement
Base Bids + Alternate 1

Urban Farmer	M.W. Golden	W.O. Danielson Construction	Bassett and Associates	Ackerman's Excavation
\$136,650	\$139,000	\$145,000	\$149,750	\$179,443

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution Proclaiming National School Breakfast Week, March 4-8, 2013

RECOMMENDATION

That the Board of Education adopt the attached resolution proclaiming March 4-8, 2013 as National School Breakfast Program Week.

BACKGROUND

The School Nutrition Association and the District Nutrition Services Department celebrates National School Breakfast Week each March. This annual event includes specially prepared breakfasts and promotes awareness of the importance of nutrition and physical activity in our children's lives.

STRATEGIC PLAN CORRELATION

Focus Area – Well-Being

Category – Learning Environment

NATIONAL SCHOOL BREAKFAST PROGRAM WEEK

RESOLUTION

WHEREAS the School Breakfast Program has served our nation admirably since it was permanently established in 1975; and

WHEREAS the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

WHEREAS the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs;

NOW, THEREFORE , BE IT RESOLVED, that the St. Vrain Valley School District does hereby proclaim March 4-8, 2013 as NATIONAL SCHOOL BREAKFAST WEEK in conjunction with National Nutrition Month® and encourages all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

ADOPTED AND APPROVED on February 13, 2013.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

BOARD OF EDUCATION

**John Creighton
Debbie Lammers
Mike Schiers
Rod Schmidt
Joie Siegrist
Bob Smith
Dori Van Lone**

SUPERINTENDENT OF SCHOOLS

Dr. Don Haddad

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Resolution Proclaiming "Read Across America" Day

RECOMMENDATION

That the Board of Education adopt the resolution proclaiming March 1, 2013 as "Read Across America" Day within St. Vrain Valley Schools in support of the National Education Association's campaign.

BACKGROUND

A program of the National Education Association (NEA), "Read Across America" Day is celebrated annually on or near Dr Seuss's birthday, March 2nd. Reading opens the doors to achievement, and "Read Across America" Day celebrations – whether large or small – are crucial building blocks toward making the joys of reading an integral part of every child's life.

Dr. Seuss is the most beloved children's book author of all time. His use of rhyme makes his books an effective tool for teaching young children the basic skills they need to be successful and develop a life-long love of reading. Celebrating Dr. Seuss and reading sends a clear message to children that reading is both fun and important.

To honor the good doctor and celebrate the fun and value of reading, the NEA, with support from its partners, affiliates, and members, will bring America under one hat – the famous red-and-white stovepipe of the Cat – for a flurry of reading excitement this March 1st. NEA encourages events across the country in spending time reading to or with children. The goals of the celebration are to:

- generate enthusiasm for reading nationwide; and
- focus attention on how important it is to motivate children to read

STRATEGIC PLAN CORRELATION

Focus Area – Student Achievement
Category/Objective – All

RESOLUTION

NEA's Read Across America Day March 1, 2013

WHEREAS, the St. Vrain Valley School District stands firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, St. Vrain Valley School District has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being and long-term quality of life; and

WHEREAS, "NEA's Read Across America", a national celebration of Dr. Seuss's birthday on March 2, 2013, promotes reading and adult involvement in the education of our community's students;

NOW, THEREFORE, BE IT RESOLVED, that the St. Vrain Valley School District Board of Education calls on the members of the District to assure that every child is in a safe place reading, with a caring adult, on March 1, 2013;

AND, BE IT FURTHER RESOLVED, that the Board of Education enthusiastically endorses "NEA's Read Across America" campaign and encourages the community to engage in programs and activities to make America's children the best readers in the world.

BOARD OF EDUCATION

John Creighton
Debbie Lammers
Mike Schiers
Rod Schmidt
Joie Siegrist
Bob Smith
Dori Van Lone

SUPERINTENDENT OF SCHOOLS

Dr. Don Haddad

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: John Creighton, President, Board of Education
SUBJECT: Approval of Fifth Addendum to Superintendent's Contract

RECOMMENDATION

That the Board of Education approve the fifth addendum to the Superintendent's contract.

BACKGROUND

The purpose of this addendum is to amend Superintendent Don Haddad's contract to show an extension for another year, and to make clarifications on his professional memberships.

FIFTH ADDENDUM TO EMPLOYMENT AGREEMENT

1. **PARTIES.** The parties to this Fifth Addendum to Employment Agreement (“Addendum”) are: **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** (“District”); and **DONALD T. HADDAD** (“Employee”).
2. **RECITALS AND PURPOSE.** In 2009, the parties entered into an Employment Agreement (“Agreement”) regarding the terms and conditions under which Employee is employed as the District’s Superintendent of Schools. The parties subsequently entered into a four separate addenda to such Agreement, each modifying certain terms and conditions of the Agreement. The parties now wish to further amend the Agreement to provide for an extension of the Term. The parties desire to reduce such amendments and modifications to writing as required by Paragraph 19 of the Agreement. Accordingly, in consideration of the mutual covenants stated in the Agreement and this Fifth Addendum, the parties hereby stipulate and agree to the following.
3. **TERM; EXTENSION; DESIGNATION OF FUNDS.** Paragraph 3 (“*Term; Extension; Non-Designation of Funds*”) of the Agreement, as previously amended by the First, Second, Third, and Fourth Addenda, is further amended as follows, with new language shown by double underlines and deletions shown by ~~strikeout~~. Any provision of such Paragraph 3 that is not so amended herein remains in full force and effect:

The term of this Agreement shall be from July 1, 2009 through June 30, ~~2016~~ 2017 (“Term”). Unless sooner terminated pursuant to paragraph 6 herein or unless extended by mutual agreement, the Termination Date shall be June 30, ~~2016~~ 2017.

3.2 The District shall include in its budget and appropriations for fiscal year ~~2012-2013~~ 2013-2014 sufficient funds to meet all of the financial obligations arising under this Agreement for such fiscal year, specifically including the financial commitment contained in paragraph 6.4, which the amount of the obligation therein shall be separately designated in the District’s reserves as an irrevocable multi-year financial obligation of the District pursuant to Article X, Section 20 of the Colorado Constitution through ~~2015-June 30, 2017~~. ~~Thereafter, all financial commitments arising hereunder (except those arising under paragraph 6.4) shall be subject to annual appropriation by the District’s Board and shall not be deemed a multi-year financial obligation under Article X, Section 20 of the Colorado Constitution which requires with voter approval or a specific designation of reserves to meet future obligations.~~

4. **MEMBERSHIPS.** Paragraph 5.5 (“*Memberships*”) of the Agreement, as previously amended by the First, Second, Third, and Fourth Addenda, is further amended as follows, with new language shown by double underlines and deletions shown by ~~strikeout~~. Any provision of such Paragraph 5.5 that is not so amended herein remains in full force and effect:

5.5 Memberships. The District shall pay the annual dues and fees for the Employee to maintain membership in ~~the Colorado Association of School Executives (CASE), the American Association of School Administrators (AASA), the Denver Area School Superintendents Council (DASSC), and~~ such professional organizations and other local service clubs, business, or civic groups as are reasonably approved by the Board.

5. **RATIFICATION.** All other provisions of the Agreement that are not amended or modified herein remain in full force and effect, and are hereby ratified and affirmed by the parties.

Dated: _____ 2013

ST. VRAIN VALLEY SCHOOL DISTRICT

By: _____
President

Attest:

Secretary

Employee

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fiscal Sponsor Agreement and Memorandum of Understanding Between the Education Foundation for the St. Vrain Valley and the St. Vrain Valley School District RE-1J

RECOMMENDATION

That the Board of Education approve the Fiscal Sponsor Agreement and Memorandum of Understanding between the Education Foundation for the St. Vrain Valley and the St. Vrain Valley School District RE-1J.

BACKGROUND

The attached Fiscal Sponsor Agreement and Memorandum of Understanding updates the agreements and commitments between the Education Foundation and the District. The Fiscal Sponsor Agreement allows the Foundation to accept donations and gifts on behalf of the individual St. Vrain Valley Schools.

Fiscal Sponsor Agreement
between the Education Foundation for the St. Vrain Valley
and the St. Vrain Valley School District
(for individual school or program resource acquisition)

This agreement is made by and between the Education Foundation for the St. Vrain Valley (“Foundation”) and the St. Vrain Valley School District (“District”).

The Foundation is an independent §501(c)(3) nonprofit corporation located in Longmont, Colorado. Its mission is to provide resources and educational opportunities, in partnership with St. Vrain Valley Schools and our local communities, to enhance student success and teacher excellence. Its goal is to supplement the traditional education experience in ways that maximize the effectiveness of teachers and result in enhanced achievement in an increasingly complex and competitive worldwide environment.

The District is an organization established to direct and oversee all educational activities related to public school teachers and students within its established boundaries. Its vision is to be an exemplary school district which inspires and promotes high standards of learning and student well being in partnership with parents, guardians, and the community. Its mission is to educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.

Whereas;

- A. From time-to-time, individual schools or programs within the District are in a position to benefit from outside funding resources that would not normally be at their disposal. In some cases, the benefactor desires or possibly requires that they work with an independent §501(c)(3) organization to provide such resources.
- B. The Foundation is such an organization and is able work with representatives of the District’s various schools or programs as well as potential benefactors to submit grant applications or make other types of requests to funding resources.
- C. The Foundation is willing to act as the fiscal sponsor for such individual schools and programs by receiving assets and incurring related liabilities, and using them to pursue the objectives which have been agreed-to by the parties involved and that, in addition, further the charitable and educational goals of the Foundation.

Now, therefore the parties hereby agree as follows:

- 1. **Term of Agreement.** On the effective date of this agreement, the Foundation is authorized to work with various schools and programs, at either’s request, to provide the services necessary to secure and manage funds from resources outside the District such as grant money or individual program donations. The agreement shall continue in effect unless and until terminated by joint agreement of the parties.
- 2. **Responsibilities of the Foundation.** Depending on the needs of the individual school or program involved, the Foundation’s responsibilities may include such activities as funding request preparation; processing and acknowledgement of cash and non-cash revenue items; invoicing, accounts payable and receivable; disbursement of project funds (including grants); and other responsibilities as agreed to by the parties involved. In a timely manner and as appropriate, the

Foundation shall provide reports summarizing these funding activities to the Foundation's Board of Directors and the school's or program's designated contact individual(s). These financial activities shall be included in the Foundation's annual tax return filing. The Foundation will provide access to the District's internal auditor to review books periodically or as requested.

The Foundation shall provide its §501(c)(3) determination letter, certificate of good standing, tax ID number, logo, etc. as appropriate during this process.

In addition to the receipt of donations via check or cash, the Foundation shall allow online donations to the specific school or program in question be made through the Foundation website's www.efsvv.org. There is no fee associated with the use of this donation option.

For other fundraising purposes, the Foundation shall allow the individual school or program to use its PayPal account and virtual terminal access. Any costs associated with this use, including merchant fees, will be covered by the school or program.

Responsibilities of the Specific School or Program. The school or program involved shall designate an individual(s) to work with the Foundation in the grant writing process or other fundraising opportunities as required. It will provide the information and documentation necessary to execute the above responsibilities of the Foundation.

The school or program shall provide appropriate feedback and performance data necessary to evaluate the effectiveness of the use of the funding secured on an agreed to timeline. Such information shall be used to update benefactors of the benefits of their donation. In addition and as appropriate the school or program shall maintain regular contact with the Foundation and shall acknowledge the Foundation as appropriate for their assistance.

Joint Responsibilities. Both parties will utilize Google Drive or other agreed to methods of sharing to store current documents related to their interaction to facilitate easy access.

3. **Restricted Fund.** The Foundation shall place all gifts, grants, contributions, and other revenues received by the Foundation and identified for a specific school or program into a restricted fund to be used for the sole benefit of that entity. The Foundation shall spend such funds in a manner consistent with grant guidelines or any donor-imposed restrictions.
4. **Restricted Fund Management.** All of the assets received by the Foundation under the terms of this agreement shall be devoted to the purposes of the specific school or program involved, within the tax-exempt purposes of the Foundation. No revenue shall be earmarked to be used for any purpose not permitted by §501(c)(3) of the Internal Revenue code; for the benefit of the Foundation's directors or officers or private individuals, except for reasonable compensation for services rendered; or to influence any political campaign or election.
5. **Administrative Fees.** The Foundation shall receive 1% of any grant money or other donation received for the school or program working through the Foundation as an administrative fee for functioning as its fiscal sponsor during that school year. Such fees shall be transferred to the Foundation's General Fund at the time the donation is received.
6. **Amendments to the Agreement.** This agreement shall be jointly reviewed at least once every two years but may be amended at any time for any reason by unanimous written consent of the parties to the agreement.
7. **Termination of the Agreement.** This agreement is intended to be ongoing and shall remain in effect until modified by mutual agreement or terminated by either party, effective 60 days after

written notice to the other party so long as another nonprofit, §501(c)(3) tax-exempt corporation is willing and able to take over the financial management related to the specific grants or donation previously received but not yet dispersed. Once a new fiscal sponsor is agreed to the balance of the assets in the Foundation's restricted fund described above, together with any outstanding liabilities incurred by the Foundation in connection with the school or program, shall be transferred to the successor fiscal sponsor on an agreed to timeline.

8. **Entire Agreement.** This agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed the Fiscal Sponsor Agreement effective on the _____ day of _____, 2013.

Education Foundation for the St. Vrain Valley

By: _____

Dated: _____

St. Vrain Valley School District

By: _____

Dated: _____

Memorandum of Understanding Between the Education Foundation for the St. Vrain Valley and the St. Vrain Valley School District RE-1J

The Education Foundation for the St. Vrain Valley (“Foundation”) and the St. Vrain Valley School District RE-1J (“District”) have a number of mutually agreeable goals and this memorandum outlines the areas of understanding and commitment between the two entities.

Points of Understanding

1. The District

- 1.1 The District’s vision is to be an exemplary school district which inspires and promotes high standards of learning and student well being in partnership with parents, guardians, and the community. Its mission is to educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.
- 1.2 The District has no role in the management and governance of the Foundation.
- 1.3 One director on the Foundation’s Board shall be the District’s Superintendent (or the Superintendent’s designee.)
- 1.4 One director on the Foundation’s Board shall be a current member of the Board of Education.
- 1.5 The District’s strategic plans and directions shall be shared with the Foundation on an annual basis.
- 1.6 The District shall provide resources to support the Foundation on an ongoing basis. This support shall include, at a minimum, the following items:
 - 1.6.1. One *Employee On Loan* (“EOL”) to the Foundation, 30 hours per week with salary and benefits paid by the District, including hours to be spent supporting the Career Fair. This individual’s primary responsibilities shall be business development and community outreach. The EOL shall follow District protocols and policies and report to the Superintendent’s office with regard to benefits such as vacation, leave requests and mileage reimbursements. The District shall provide basic office supplies, standard hardware and software, and phone hardware and service as needed by the EOL.
 - 1.6.2 Office space, including associated basic utilities, telephone service and custodial support, in a District facility at no cost to the Foundation. The District shall maintain the premises at a level commensurate with that of the rest of the facility. The Foundation shall seek approval from the District for any changes to the premises. All moveable equipment and other personal property brought onto the premises shall be and remain the property of the Foundation.
 - 1.6.3 Basic network and internet connectivity and support at no cost to the employees of the Foundation, including e-mail accounts and other associated software.
 - 1.6.4 Property insurance coverage on the premises, excluding personal property the Foundation stores or uses on the premises. All insurance proceeds shall belong solely to the District. In the event that the premises are totally or partially destroyed, the District has no obligation to repair or rebuild.

- 1.7 The District shall not be liable to the Foundation for any damage, loss or injury to the Foundation or its employees, agents, guests, or invitees from any cause whatsoever except for damages resulting from the willful or intentional acts or omissions of the District or its employees or authorized agents of the District.
- 1.8 The District and its authorized agents shall have the right to enter the premises at any reasonable time to perform any required maintenance or repair to the premises. The District shall endeavor to schedule such inspections and notify the Foundation in advance of their occurrence so that a Foundation employee may be present.

2. The Foundation

- 2.1 The Foundation is an independent §501(c)(3) nonprofit corporation. Its mission is to provide resources and educational opportunities, in partnership with St. Vrain Valley Schools and our local communities, to enhance student success and teacher excellence.
- 2.2 The Foundation's Board of Directors is autonomous in its governance of the Foundation.
- 2.3 The Foundation's Board of Directors has no role in the management and governance of the District.
- 2.4 The Foundation's Board of Directors shall meet with District personnel at least annually to understand current District needs and directions and use this information as a basis for setting specific focus areas for the Foundation.
- 2.5 The Foundation shall have input to the qualifications and selection of the EOL and shall provide direction on all Foundation related matters.
- 2.6 The Foundation shall provide support to the District on an ongoing basis including:
 - 2.6.1. An annual administrative budget for EOL administrative costs including, but not limited to specific Foundation program related expenses and office expenses not normally covered for District employees.
 - 2.6.2. Information to the Superintendent's office related to the performance appraisal process for the EOL shall be provided annually.
 - 2.6.3. Appropriate and up-to-date antivirus programs on its computers and other devices connected to the District network. Any other software and ongoing upgrades for servers and workstations owned by the Foundation shall be provided by the Foundation. The Foundation staff shall follow District policies related to the use of technology and network access. Foundation staff shall primarily access the District's system through the public network.
 - 2.6.4. General liability insurance coverage consistent with levels prescribed by the District and authorized by the Foundation's board of directors. This policy shall list the District as an additional insured and include cross-liability endorsements. The Foundation shall provide the District with certificates of such insurance on an annual basis. Worker compensation insurance coverage shall be carried as required by law for employees of the Foundation. Insurance on the Foundation's equipment and personal property shall be carried at the level deemed necessary by the Foundation's board of directors.
- 2.7 The Foundation shall provide a copy of its year-end financial reports and its IRS Form 990/990ez tax return to the District annually. The Foundation shall arrange for an external assessment of the

organization's financial records once every three years and provide a copy of that external assessment to the District.

2.8 The Foundation shall indemnify and hold the District harmless from all liability, claims, demands, or expenses (including reasonable attorney's fees) resulting from or related to any injury, loss or damage that arise out of, or are in any manner connected with the Foundation's use of District premises or its guests. The Foundation agrees to investigate and defend against any claims or demands at the sole expense of the Foundation, whether or not any such alleged claims or demands are groundless, false, or fraudulent.

2.9 The Foundation releases the District, its directors, offices, employees, and authorized agents from any claims for loss or damage to any person or to the District premises or to the Foundation's personal property or to any fixtures or improvements installed at the District premises by the Foundation that are caused by or result from risks which have been insured against under an insurance policy which is in force at the time of any such loss or damage.

3. From time-to-time the Foundation has opportunities to solicit and acquire funding for the use at various District schools and programs. The District and the Foundation shall have a separate, ongoing Fiscal Sponsorship Agreement that will allow the Foundation to apply for such funds and manage their distribution.
4. The Foundation may be asked to provide financial management and support by individual school PTOs or similar organizations and may do so under the authority of separate Fiscal Sponsorship Agreements between the Foundation and such entities.
5. This memorandum is intended to be ongoing and shall remain in effect until modified by mutual agreement or terminated by either party, effective 60 days after written notice to the other party. It shall be jointly reviewed at least once every two years but may be amended at any time for any reason by unanimous written consent of the parties to the agreement.
6. The parties involved hereby acknowledge the terms of this Memorandum of Understanding and agree to be bound by it in its entirety.

Education Foundation for the St. Vrain Valley

Date: _____

Benjamin P. Bigelow, President

St. Vrain Valley School District RE-1J

Date: _____

Don Haddad, Superintendent of Schools

St. Vrain Valley Board of Education

Date: _____

John Creighton, President

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Joint Use Agreement (JUA) with the Town of Firestone

RECOMMENDATION

That the Board of Education approve the Joint Use Agreement of Facilities between the Town of Firestone and the St. Vrain Valley School District, and further authorize the President of the Board of Education to sign contract documents.

BACKGROUND

The St. Vrain Valley School District negotiates Joint Use Agreements with the municipalities in which District facilities are located. Joint Use Agreements are intended to foster partnerships, cooperation and outline shared use of both town/city and District facilities and programs.

The JUA with the Town of Firestone will be renewed every three years.

AGREEMENT FOR JOINT USE OF FACILITIES
BETWEEN THE TOWN OF FIRESTONE AND THE
ST. VRain VALLEY SCHOOL DISTRICT RE-1J

THIS AGREEMENT FOR JOINT USE OF FACILITIES ("Agreement") is entered into effective as of the 1st day of January, 2013 by and between the Town of Firestone, a Colorado municipal corporation ("Town"), and the St. Vrain Valley School District RE-1J, a public school district duly organized and existing under the laws of the State of Colorado ("District"), individually referred to herein from time to time as a "Party" and collectively referred to herein as the "Parties".

RECITALS

A. The Parties to this Agreement are owners of various facilities which they desire to make available for use by the other, and deem it in the public interest to so agree. Accordingly, this Agreement is entered into for the purpose of reducing to writing the understanding under which the Parties will allow certain of their respective facilities and equipment to be used.

B. With the increasing cost of construction and development, the public agencies of a community are given the task of utilizing facilities in the most efficient manner possible. The availability of school and park facilities and the nature of many recreation programs and activities lead to a natural and beneficial union of interests in joint use of facilities.

C. Cooperation between the Parties regarding the shared use of facilities results in positive benefits to both.

D. In view of the foregoing, the Parties desire to enter into this Agreement regarding the joint use of facilities.

AGREEMENT

1. Use of District Facilities by Town

1.1 Maintenance

The District agrees to maintain and keep in usable condition certain school grounds and facilities, set forth on Exhibit A attached hereto ("District Facilities"), and to make available such District Facilities free of charge when required by the Town for the purposes of Town-sponsored activities, subject to the restrictions set forth in this Agreement.

1.2 Priority

It is understood that priority for the use of such District Facilities by the Parties and other users shall be as follows:

1. District Programs
2. Carbon Valley Recreation District Programs (pursuant to the Facility Use Agreement)
3. Town Programs
4. All other parties

1.3 Availability

The District agrees to make available the District Facilities per Board of Education Policy KF and KF-R, Community Use of School Facilities, when required by the Town for the purposes of Town-sponsored activities in accordance with the District Facility Use Rules Sheet, and completion of the Contract for Community Use of School Facilities and Grounds.. It is understood that no structural changes or additions to the District Facilities may be made by the Town without the District's advance written permission. No fees or costs shall be charged to the Town for the use of the District Facilities other than reimbursements for direct costs as provided for in Sections 1.6 and 1.7 of this Agreement.

1.4 Application

The District requires that District-approved written notification be on file in advance for each use of District Facilities.

1.5 Programs and Activities

- A. Activities sponsored and offered by the Town at the District Facilities may include, but will not be limited to, the following:
 - 1. Youth and adult athletic practices and games
 - 2. Special events
 - 3. After-school programs
 - 4. Non-school day activities
 - 5. Summer activities
 - 6. Neighborhood programs and meetings
- B. The District agrees to allow the Town use of District Facilities for Town activities provided that all activities are held during daylight hours unless otherwise agreed. Users are responsible for clean-up. No automobiles are to be driven on any track or field facilities at any time. No food of any kind is allowed on track or field facilities (e.g. gum, sunflower seeds, peanuts, etc.)

1.6 Supervision

All activities sponsored and offered by the Town will be under the direct supervision of a Town employee who is a high school graduate, preferably 21 years of age or older, but at least 18 years of age.

The Town shall reimburse the District for any direct costs the District incurs for any supervisory services provided.

1.7 District Services

The Town shall reimburse the District for any direct costs the District incurs for any maintenance, repair or clean up requiring more than the ordinary costs usually incurred for such activities when resulting from use, custodial services or food preparation by or on behalf of the Town.

When using District facilities, the Town and/or the Activity Supervisor shall be responsible for clean-up following activities.

A District kitchen manager is required to be on site when the District kitchen facilities will be used.

2. Use of Town Facilities by the District

2.1 Maintenance

The Town agrees to maintain and keep in usable condition certain park grounds and facilities, set forth on Exhibit B attached hereto ("Town Facilities"), and to make available such Town Facilities free of charge when required by the District for the purposes of District-sponsored athletic and/or educational activities, subject to the restrictions set forth in this Agreement.

2.2 Priority

It is understood that priority for the use of the Town Facilities by the Parties and other users shall be as follows:

- A. Town Programs
- B. Carbon Valley Recreation District Programs (pursuant to any Town-Recreation District IGA)
- C. District Programs
- D. All other parties

2.3 Availability

The Town agrees to make available the Town Facilities when required by the District for the purposes of District-sponsored activities. It is understood that no structural changes or additions to the Town Facilities may be made by the District without the Town's advance written permission. No fees or costs shall be charged for the use of the Town Facilities other than reimbursements for direct costs as provided for in Section 2.6 and 2.7 of this Agreement.

2.4 Application

The Town requires that Town-approved written notification be on file in advance for each use of Town facilities.

2.5 Programs and Activities

- A. Activities sponsored and offered by the District at such Town Facilities may include, but will not be limited to, the following:
 - 1. Athletic practices, games, leagues, tournaments, camps, and clinics
 - 2. Special events
 - 3. After-school programs
 - 4. Non-school day activities (Decided on individual basis/need)
 - 5. Education activities, programs, classes and meetings
 - 6. Summer activities (Decided on individual basis/need)
 - 7. Classroom activities/field trips
- B. It is the intent that any park or greenway within the Town parks system may be used by the District to further its outdoor educational programs. No such use shall constitute exclusive use of the park or greenway.

C. All uses shall be conducted within guidelines established by the Town from time to time.

2.6 Supervision

All activities sponsored and offered by the District will be under the direct supervision of a District employee, who is a high school graduate, preferably 21 years of age or older, but at least 18 years of age.

The District shall reimburse the Town for any direct costs the Town incurs for any supervisory services provided on behalf of the District at the District's request.

2.7 Town Services

The District shall reimburse the Town for any direct costs the Town incurs for any field preparation, maintenance, repair and/or clean up requiring more than the ordinary costs usually incurred for such activities when resulting from use, custodial services or food preparation by or on behalf of the District.

When using Town facilities, the District and/or the Activity Supervisor shall be responsible for cleanup following activities.

3. Scheduling of Facilities

3.1 Staff and Alterations

To facilitate clear communication and avoid scheduling conflicts, the Town's Communications & Community Outreach Coordinator and the District's Facilities Use Scheduler will serve as the contact persons for the purpose of reserving Town Facilities and District Facilities. Joint use planning and decision-making will occur on an ongoing basis so that scheduling of a facility for joint use is confirmed at least two weeks prior to the start of each program/activity for which joint use of a facility is requested. Each Party agrees to also advise the other of any further deadlines or advance notice requirements each may have with regard to scheduling of its respective facilities.

3.2 Scheduling Conflicts

The Town agrees that a District event or activity shall have the right to supersede a Town event or activity previously scheduled in a District facility, without argument or recourse. The District will endeavor to provide at least thirty (30) days notice to Town managerial staff, in advance of the date for which there exists a scheduling conflict. The District agrees that a Town event or activity shall have the right to supersede a District event or activity previously scheduled in a Town facility, without argument or recourse. The Town will endeavor to provide at least thirty (30) days notice to District managerial staff, in advance of the date for which there exists a scheduling conflict.

3.3 Resolving Scheduling/Space Availability Conflict

Efforts to resolve scheduling and/or space availability issues are encouraged to be made first directly between the Town's Communications & Community Outreach Coordinator

and the District Facilities Use Scheduler. Such offices will, whenever possible, identify options or ways to accommodate the interests of both Parties.

If agreement cannot be reached on a space/scheduling request, the issue will be referred to the District Superintendent's designee and the Town Manager for resolution.

4. Miscellaneous Provisions

4.1 Commencement

Subject to Provision 4.2 below, this Agreement shall be in effect from the date first set forth above to January 01, 2016. Commencing at least ninety (90) days prior to January 01, 2016, the Parties shall negotiate in good faith for a new Joint Use Agreement.

4.2 Termination

Either Party shall have the right to terminate this Agreement, upon thirty (30) days written notice to the other, if either Party shall determine that its facilities or equipment are not being properly used or that reasonable steps are not being taken to protect such property from loss or damage, i.e., with cause. Either Party shall also have the right to terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other.

4.3 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof. Any prior agreements, promises, negotiations, or representations regarding the subject matter hereof that are not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

4.4 Controlling Law

This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

4.5 Assignment

No assignment of rights or obligations under this Agreement shall be made by either Party without the express written consent of the other Party.

5. Special Conditions

5.1 Insurance

The District and Town agree that each shall carry and maintain throughout the term of this Agreement workers compensation insurance as required by statute, auto liability insurance, and public entity liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage.

5.2 Liability

The Town shall be responsible for defending itself, its officers, and employees in any civil action brought against the Town, its officers, and employees by any person claiming injury and damages as a result of the performance of, or activities permitted under, this Agreement. Likewise, the District shall be responsible for defending itself, its officers, and employees in any civil action brought against the District, its officers, and employees by any person claiming injury and damages as a result of the performance of, or activities permitted under, this Agreement. The Town, its, officers, and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the District or any officer or employee thereof. Likewise, the District, its officer, and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or any officer or employee thereof.

Nothing in this Agreement shall be construed as a waiver by either Party of any rights, immunities, privileges, monetary limitations, and defenses available to the parties under common law or the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as amended.

5.3 Waiver

No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

5.4 No Third Party Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any party other than the Town or the District receiving services or benefits under this Agreement is only an incidental beneficiary.

6. Notices

All notices and other communications under this Agreement shall be in writing. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

District
Rick Ring, Asst. Superintendent of
Auxiliary Services
395 South Pratt Parkway
Longmont, CO 80501
Fax: 303-682-7405

Town
Wes LaVanchy
Town Manager
Town of Firestone
P.O. Box 100
Firestone, CO 80520
Fax: 303-833-4863

7. Status of Parties

The Parties shall perform all services under this Agreement as independent contractors, and not as an agent or employee of the other Party. No Town official or employee shall supervise the District. No District official or employee shall supervise the Town. Neither Party shall represent that it is an employee or agent of the other Party in any capacity. Nothing in this Agreement is intended to create a partnership or joint venture between the Town and District, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise.

8. Financial Obligations of the Parties

All of the Parties' financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of the Parties' credit, or a payment guarantee by either Party to the other.

9. Authority

The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

10. Counterpart Execution

The Parties may sign separate duplicates of this Agreement. So long as both Parties sign, the signed duplicates shall constitute one Agreement, and the Agreement shall be effective as to both Parties.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals as of the date first set forth above.



TOWN OF FIRESTONE:

By: _____

CHAD AUER, MAYOR

ATTEST:

Rebecca Toberman

REBECCA TOBERMAN, TOWN CLERK

ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J:

By: _____
PRESIDENT

ATTEST:

SECRETARY

EXHIBIT A

USE OF DISTRICT GROUNDS/FACILITIES BY TOWN

1. Elementary Schools (within the Town boundary)
 - A. Cafeteria
 - B. Classrooms
 - C. Gymnasium
 - D. Fields
 - E. Library
2. Middle Schools (within the Town boundary)
 - A. Cafeteria/Commons
 - B. Classrooms
 - C. Gymnasiums
 - D. Fields/Track
 - E. Library
 - F. Auditorium (Technology Manager and related fees will be assessed)
 - G. Marquee Sign – subject to school administrative and District Communications Department approval in advance. Marquee use will only be permitted for announcing community events sponsored by the Town of Firestone.

EXHIBIT B

USE OF TOWN GROUNDS/FACILITIES BY DISTRICT

1. Booth Farms Park
2. Firestone Sports Complex
3. Harney Park
4. Hart Park
5. Neighbors Point Park
6. Prairie Ridge Park
7. Stoneridge Park
8. Settlers Park

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Appointment of Executive Director of Innovation Programs

RECOMMENDATION

That the Board of Education approve the appointment of Ms. Patricia Quinones as Executive Director of Innovation Programs (position funded by Race to the Top Grant), effective March 1, 2013.

BACKGROUND

The District has employed Ms. Patty Quinones since 2004. She is currently serving as the Principal of Skyline High School, a position she has held for the past five years. She previously served one year as an Assistant Principal at Skyline High School, and three years as an Assistant Principal at Longmont High School. During her leadership at Skyline High School, she has provided outstanding leadership to design and develop the STEM and Performing Arts focus. Her success provided both support and direction for the District's successful Race to the Top Grant proposal. Ms. Quinones is being recommended to the new District-level role of Executive Director of Innovation Programs to work under the leadership of Regina Renaldi in the District-wide implementation of the Race to the Top Grant.

This position is funded by the Grant.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Appointment of Skyline High School Principal

RECOMMENDATION

That the Board of Education approve the appointment of Ms. Heidi Ringer as Principal of Skyline High School, effective March 1, 2013.

BACKGROUND

Ms. Heidi Ringer has been employed by the District since 1994 when she was hired as a teacher. In 2007, she was hired as the Assistant Principal of Skyline High School. During her time as Assistant Principal, she developed into a strong instructional leader, and supported the administration and staff in the successful transition to a STEM and Performing Arts focus school. Ms. Ringer is being recommended for this new opportunity as Principal of Skyline High School and will continue providing strong and visionary leadership supporting the school and community.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Request to Grant Exception to Conflict of Interest Policy

RECOMMENDATION

That the Board of Education expressly approve Dana Clanin as a District vendor for the purpose of selling a musical instrument/equipment to Altona Middle School.

BACKGROUND

Board Policy GBEA-1, Staff Conflict of Interest, states, "No school district employee or firm owned by a school district employee shall be allowed to sell to the district or to school districts served by the school district, goods or services of any kind without express prior written consent of the Board of Education."

Dana Clanin is employed by the District as a Band teacher at Altona Middle School. She has need of a new guitar and amplifier for use in her Band classes. She has these personal items in her possession and is willing to sell them to her Band Program at an amount well under market value.

The administration recommends approval of this exception.

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of a Contract with EPI International for Outside Evaluator Consulting Services-USDE Race to the Top Grant

RECOMMENDATION

That the Board of Education approve a contract with EPI International for outside evaluator services in conjunction with the Race to the Top Grant – District. This would encompass evaluator services in the amount of \$360,000 for four years beginning in March 2013 and ending in January 2017.

BACKGROUND

St. Vrain Valley School District has received a \$16.5 million Race to the Top District Grant. A requirement of the initiative is to contract with the services of an outside evaluator. We currently are in year three of a five-year successful contract relationship with EPI International through our Investing in Innovation Grant, and are requesting a new four-year contract for the RTTT initiative with the same organization. A partnership with an outside evaluator was a condition of the grant.

Regina Renaldi, Assistant Superintendent for Priority Programs, will be available to answer questions about this contract.

MEMORANDUM

DATE: February 13, 2013
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Change in Graduation Date for St. Vrain Valley Adult Education

RECOMMENDATION

That the Board of Education approves the following change of graduation date for St. Vrain Valley Adult Education:

- 2012-13 school year: Thursday, June 20, 2013, at 7:00 P.M.

BACKGROUND

St. Vrain Valley Adult Education will be closing its doors at the end of June 2013. Because this is the last year that the school will be open, we would like to give our students every opportunity to earn the credits that are required to graduate. By extending our graduation date to June 20, 2013, it would give those students one more month to reach that goal, as well as providing opportunity for all to participate in the commencement exercises.

MEMORANDUM

DATE: February 13, 2013

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Introduction, Board Policy GBEB – Staff Code of Conduct
(And Responsibilities)

PURPOSE

For the Board of Education to review proposed revisions to Board Policy GBEB – Staff Code of Conduct (And Responsibilities).

BACKGROUND

In early 2012, major work was done on this policy which was approved by the Board on January 11, 2012. The legislature made some changes to the law requiring us to update it once again.

The changes are consistent with CASB recommendations and primarily focus on expanding the situations where employee screening for convictions can take place. Revisions to these policies are necessary due to alignment with current practice, procedure, and applicable statutes and have been reviewed by District administration.

Staff Code of Conduct (And Responsibilities)

All staff members have a responsibility to be familiar with and abide by state and federal laws as these affect their work, the policies of the Board, and the regulations designed to implement them.

As representatives of the District and role models for students, all staff shall demonstrate and uphold high professional, ethical, and moral standards. Staff members shall conduct themselves in a manner that is consistent with the educational mission of the District and shall maintain professional boundaries with students at all times. Interactions between staff members must be based on mutual respect and any disputes will be resolved in a professional manner.

Code of Conduct

Each staff member shall observe code of conduct established by law which specify that a District employee shall not:

1. Disclose or use confidential information acquired in the course of employment to further substantially personal financial interests.
2. Accept a gift of substantial value (\$50 or greater) or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position or which the staff member knows or should know is primarily for the purpose of a reward for action taken in which the staff member exercised discretionary authority.
3. Engage in a substantial financial transaction for private business purposes with a person whom the staff member supervises.
4. Perform any action in which the staff member has discretionary authority which directly and substantially confers an economic benefit on a business or other undertaking in which the staff member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

The phrase “economic benefit tantamount to a gift of substantial value” includes a loan at a rate of interest substantially lower than the prevailing commercial rate and compensation received for private services rendered at a rate substantially exceeding the fair market value.

With immediate supervisor’s approval, it is permissible for an employee to receive:

1. An occasional nonpecuniary gift which is insignificant in value.
2. A nonpecuniary award publicly presented by a nonprofit organization in recognition of public service.

3. Payment or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which he or she is scheduled to participate.
4. Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is not extraordinary when viewed in light of the position.
5. Items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses, or tickets to sporting, recreational, educational or cultural events ~~which shall be limited to a total value of \$150.00 per school year.~~
6. Payment for speeches, appearances or publications reported as honorariums.

All staff members shall be expected to carry out their assigned responsibilities with conscientious concern.

It shall not be considered a breach of conduct for a staff member to:

1. Use school facilities and equipment to communicate or correspond with constituents, family members or business associates on an occasional basis.
2. Accept or receive a benefit as an indirect consequence of transacting District business.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities which shall be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of students, their personally identifiable information and school property.
- 4.5. Care and protection of school property.
- 5.6. Concern and attention toward their own and the school system's legal responsibility for the safety and welfare of students including the need to ensure that students are appropriately supervised.

A staff member may request an advisory opinion from the secretary of state concerning issues relating to conduct that is proscribed by state law.

Felony/Misdemeanor Convictions

If, subsequent to beginning employment, the District learns or has good cause to believe that any staff member employed has been convicted of, pled *nolo contendere* to, or received a deferred or suspended sentence for any felony or misdemeanor other than a misdemeanor traffic offense or infraction, the District shall ~~require the employee to provide information about the offense.~~ make inquiries to the Department of Education for purposes of screening the employee.

In addition, the District shall require the employee to submit a complete set of fingerprints taken by a qualified law enforcement agency. Fingerprints ~~shall~~ must be submitted within 20 days after receipt of written notification. The fingerprints shall be forwarded to the Colorado Bureau of Investigation (CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the CBI and the Federal Bureau of Investigation.

Disciplinary action, which could include dismissal from employment, may be taken against the employee if the results of fingerprint processing provide relevant information. Non-licensed employees shall be terminated if the results of the fingerprint-based criminal history record check disclose a conviction for certain felonies, as provided in law.

Employees shall not be charged fees for processing fingerprints under these circumstances.

Unlawful Behavior Involving Children

The District may make an inquiry with the Department of Education concerning whether any current employee of the District has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children. Disciplinary action, including termination, may be taken if the inquiry discloses information relevant to the employee's fitness for employment.

Child Abuse

All District employees who have reasonable cause to know or suspect that any child is subjected to abuse or conditions that might result in abuse or neglect must immediately, upon receiving such information, report such fact in accordance with Policy JLF.

The Superintendent is authorized to conduct an internal investigation or to take any other necessary steps if information is received from a county department of social services or a law enforcement agency that a suspected child abuse perpetrator is a District employee. Such information shall remain confidential except that the Superintendent shall notify the Colorado Department of Education of the child abuse investigation.

Possession of Deadly Weapons

The provisions of the policy regarding public possession of deadly weapons on school property or in school buildings also shall apply to employees of the District. However, the restrictions shall not apply to employees who are required to carry or use deadly weapons in order to perform their necessary duties and functions.

Personnel Addressing Health Care Treatment for Behavior Issues

School personnel are prohibited under state law from recommending or requiring the use of psychotropic drugs for students. They are also prohibited from testing or requiring testing for a student's behavior without giving notice to the parent/guardian describing the recommended testing and how any test results will be used and obtaining prior written permission from the student or from the student's parent/guardian. School personnel are encouraged to discuss concerns about a student's behavior with the parent/guardian and such discussions may include a suggestion that the parent/guardian speak with an appropriate health care professional regarding any behavior concerns school personnel may have.

Parental Notification Requirement

If the District receives notice from a criminal justice agency of an employee's arrest or charge for an offense for which parental notification is required, the District shall notify the parents/guardians of the students currently enrolled in the school of the employee's arrest or charge. The District's duty to notify shall apply to employees whose employment requires them to be in contact with students. The District may also notify parents/guardians of other employee matters at the District's discretion, consistent with federal and state law.

Current practice codified 1981

Adopted February 8, 1984

Revised November 10, 1999

Revised February 9, 2005

Revised November 14, 2007

Revised January 11, 2012

LEGAL REFS.: C.R.S. 18-12-105.5 (Unlawfully carrying)
C.R.S. 18-12-214 (3)(b) (School security officers may carry concealed handgun pursuant to valid permit)
C.R.S. 19-3-308 (5.7) (Action upon report of interfamilial, institutional, or third-party abuse - child protection team — rules)
C.R.S. 22-32-109 (1)(ee) (Duty to adopt policy prohibiting personnel from recommending certain drugs for students or ordering behavior test without parent permission)
C.R.S. 22-32-109.1 (8) (Policy requiring inquiries upon good cause to

department of education for purpose of ongoing screening employees)
C.R.S. 22-32-109.7 (Board of education – specific duties-employment
of personnel)
C.R.S. 22-32-109.8 (6) (Requirement to terminate non-licensed
employees for certain felony offenses)
C.R.S. 22-32-109.8 (10) (Applicant selected for non-licensed
positions- submittal of forms and fingerprints-prohibition against
employing persons failing to comply)
C.R.S. 22-32-109.9 (Licensed personnel - submittal of fingerprints)
~~C.R.S. 22-32-110 (1)(k) Board of Education – specific powers – repeal~~
C.R.S. 24-18-104 (Rules of conduct for all public officers, members of
the general assembly, local government officials, and employees)
C.R.S. 24-18-109 (Rules of conduct for local government officials and
employees)
1 CCR 301-83 (State Board of Education – parental notification rules)

CROSS REF.: GBEB, Weapons in the Workplace
JLC, Student Health Services and Requirements
JLDAC, Screening/Testing of Students (And Treatment of Mental
Disorders)
JLF, Reporting Child Abuse/Child Protection
KFA, Public Conduct on School Property

St. Vrain Valley School District RE-1J, Longmont, Colorado