

NOTICE OF REGULAR MEETING AND AGENDA



October 22, 2014

Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

Robert J. Smith, 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 Ahrens, Member
John Creighton, Member
Debbie Lammers, Secretary
Paula Peairs, Treasurer
Mike Schiers, Asst Secretary
Joie Siegrist, Vice President
Robert J. Smith, President*

1. CALL TO ORDER:

7:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

1. Colorado Association of School Resource Officers

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

1. Silver Creek High School Advisory Council Feeder Report
2. Audit Update
3. Focus School Update

7. CONSENT ITEMS:

1. Approval: Approval of Contract Award for Physical Activity Grant Supplies

8. ACTION ITEMS:

1. Recommendation: Adoption of Resolution Approving 2014-2015 District Employee Membership in Colorado High School Activities Association
2. Recommendation: Flagstaff Academy Charter School Resolution Acceptance
3. Recommendation: Approval for Granting Temporary Easement Rights and the Dedication of Parcels to City of Longmont

9. DISCUSSION ITEMS:

1. Board Policy Overhaul Project Update

10. ADJOURNMENT:

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

Wednesday, November 12	6:30 pm Review of CAFR 7:00 pm Regular Meeting
Wednesday, November 19	6:00 – 8:00 pm Study Session
Wednesday, December 10	7:00 pm Regular Meeting
Wednesday, December 17	6:00 – 8:00 pm Study Session

MEMORANDUM

DATE: October 22, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Silver Creek 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 Silver Creek High School feeder system to the Board of Education.

BACKGROUND

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

MEMORANDUM

DATE: October 22, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Update of 2014 Fiscal Year Comprehensive Annual Financial Report

PURPOSE

To provide the Board of Education with an update of the 2014 Fiscal Year Comprehensive Annual Financial Report (CAFR), and the audit process and timeline.

BACKGROUND

The 2014 CAFR is currently being finalized and will be provided to the Board as soon as it is available. Final acceptance of the CAFR is scheduled for November 12, 2014.

MEMORANDUM

DATE: October 22, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Focus Schools Update

PURPOSE

To provide the Board of Education with an update on Focus Schools in the St. Vrain Valley Schools.

BACKGROUND

Connie Syferd, Assistant Superintendent for Student Achievement, will present an update on Focus Schools in the District and answer questions.

MEMORANDUM

DATE: October 22, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Physical Activity Grant Supplies

RECOMMENDATION

That the Board of Education approve the utilization of the US Communities Contract award to US Games for classroom and recess supplies purchased with the Colorado Health Foundation Physical Activity Grant for an amount of approximately \$350,000.

BACKGROUND

The US Communities Contract is a national cooperative agreement and will allow teachers to more quickly access the supplies that supplement the training they received this summer.

MEMORANDUM

DATE: October 22, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution Approving 2014-2015 District Employee
Membership in Colorado High School Activities Association (CHSAA)

RECOMMENDATION

That the Board of Education adopt a resolution approving 2014-2015 District employee membership in CHSAA.

BACKGROUND

The Board of Education recognizes the services of the individuals listed in the resolution to be within the scope of employment of school district personnel and within the performance of such personnel's duties as employees of the school district, as members of the Board of Directors of the CHSAA or as a member of other CHSAA committees, Legislative Council or interscholastic activity league committees under CHSAA.

RESOLUTION OF THE BOARD OF EDUCATION
OF THE
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

WHEREAS, the high schools of the District are members of the Colorado High School Activities Association (CHSAA) and Northern, Tri-Valley and Mile High League pursuant to resolutions adopted by this Board; and

WHEREAS, the CHSAA is an instrumentality of the public schools of the State of Colorado serving the important governmental purpose of administering the interscholastic activities of its members;

THEREFORE, BE IT RESOLVED THAT, service as a member of the Board of Directors of the CHSAA or as a member of other CHSAA committees, Legislative Council or interscholastic activity league committees under the auspices of CHSAA, is deemed to be within the scope of employment of District personnel and within the performance of such personnel's duties as employees of the District. In particular, the Board of Education recognizes the services of the following individuals to be within the scope of this resolution for the 2014-2015 School Year:

Rob Berry	Administration	Music, Finance/Budget & Sportsmanship
Marty Tonjes	Silver Creek	Volleyball
Rob Johnson	Niwot	Soccer & Steinmark Scholarship
Kathy Leiding	Lyons	Executive Board
Chase McBride	Niwot	Seeding Committee for Softball and Baseball
Mike Green	Skyline	Seeding for Boys and Girls Soccer
Richie Wildenhaus	Erie	CLOC, Legislative Council & Softball Seeding
Bob Bledsoe	Erie	Softball

I certify that the foregoing resolution was duly adopted by the Board of Education of the St. Vrain Valley School District RE-1J at a Regular Meeting on October 22, 2014.

Robert J. Smith
President of the Board of Education

MEMORANDUM

DATE: October 22, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Flagstaff Academy Charter Board Resolution Acceptance

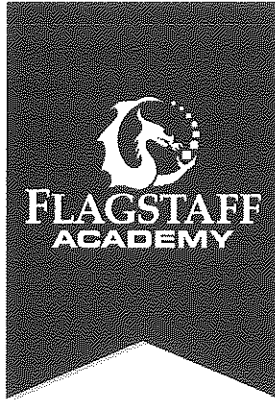
RECOMMENDATION

That the Board of Education accept the Flagstaff Academy Charter Board Resolution, dated October 7, 2014, as an amendment to the Flagstaff Academy Charter contract, dated July 26, 2013, effective through June 30, 2016. This Resolution designates the Flagstaff Academy Preschool as a private preschool.

BACKGROUND

On October 7, 2014, Flagstaff Academy Charter adopted the attached Resolution to clarify that Flagstaff Academy Preschool is a private preschool which will not be subject to public preschool regulations and will not have District oversight.

District legal counsel has advised that unless the charter contract specifically designates a charter school preschool program as private, the District must provide oversight to ensure the preschool meets the same regulations as other District preschools. The attached Resolution waives that requirement.



Flagstaff Academy
2040 Miller Drive, Longmont CO 80501

**RESOLUTION OF THE FLAGSTAFF ACADEMY BOARD OF DIRECTORS
REGARDING THE OFFICIAL DESIGNATION OF THE FLAGSTAFF ACADEMY
PRESCHOOL AS A PRIVATE PRESCHOOL**

WHEREAS, Flagstaff Academy, Inc. (the "School") is a Colorado nonprofit corporation and charter school; and

WHEREAS, Flagstaff Academy has entered into a contract with the St. Vrain Valley School District RE-1J (the "District") dated June 26, 2013, and effective through June 30, 2016; and

WHEREAS, the District wishes for the School to specify if the School's Preschool is a public or private preschool for the purposes of designation under the Individuals with Disabilities Education Act (IDEA); and

WHEREAS, it is the intent and desire of the School to operate the School's Preschool program as a Private Preschool, not subject to IDEA;

NOW, THEREFORE, BE IT RESOLVED, that the Board approves the following amendments to the contract between the School and the District dated June 26, 2013, and effective through June 30, 2016 by amending the following contract sections to read as follows:

6.1 School grade levels. The School may serve students in kindergarten through grade 8, including other ancillary activities, such as a **private preschool which will not have District oversight.**

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for

school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more private preschool programs at the same or other locations as its regular program.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a private preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for profit organization.

We, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Flagstaff Academy Board of Directors at a properly noticed open meeting held on **October 7, 2014**, at which a quorum was present. The Flagstaff Academy Board of Directors hereby requests that the St. Vrain Valley School District RE-1J Board of Education acknowledges this contract amendment by passing such necessary resolution, or vote, in a properly noticed meeting held at the earliest convenience.



Neal Enssle, President

Date

10/7/14



Angela Groening, Secretary

Date

10/7/14

MEMORANDUM

DATE: October 22, 2014
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval for Granting Temporary Easement Rights and the Dedication of
Parcels to the City of Longmont

RECOMMENDATION

That the Board grant temporary easement rights along Quail Road to Oakwood Homes and deed two parcels of land (from the original Sister's Property south of Quail Road now owned by the School District) to the City of Longmont for future Quail Road street right-of-way and further authorize the Board president to sign all documents.

BACKGROUND

Oakwood Homes is the developer of property located in the City of Longmont, known as Harvest Junction Village, north of Quail Road and east of the Longmont Recreation Center. This residential development includes plans for 277 single family homes. As part of the development of the Oakwood Homes Property, the City has required Oakwood Homes to undertake certain onsite and offsite improvements including the conveyance of a piece of land to be used for the Quail Road right-of-way. Oakwood Homes desires that St. Vrain convey those portions of the St. Vrain Property to the City for the improvement of Quail Road as more particularly described and depicted on Exhibits A-1 through A-5. Additionally, Oakwood Homes desires a temporary construction easement over a portion of St. Vrain Property, extending twenty-five (25) feet south from and along the full length of the Dedication Parcels for the purpose of constructing the Improvements on the Dedication.

The District's legal consultants have reviewed and approved the easement and deed documents.

AGREEMENT FOR EASEMENTS AND DEED

(Harvest Junction – St. Vrain Valley School District)

THIS AGREEMENT FOR EASEMENT AND DEED ("Agreement") is made and entered into as of ____ day of _____, 2014, by and between ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a school district and political subdivision organized and operating in accordance with the laws of the State of Colorado ("St. Vrain"), whose address is 395 S Pratt Parkway, Longmont, Colorado 80501, Attn: Superintendant, and OAKWOOD HOMES LLC, a Colorado limited liability company ("Oakwood Homes"), whose address is 4908 Tower Rd, Denver CO 80249.

RECITALS

A. Oakwood Homes is the developer of certain property located in the City of Longmont (the "City"), known as Harvest Junction Village (the "Oakwood Homes Property").

B. St. Vrain is the owner of certain property located adjacent to the Oakwood Homes Property (the "St. Vrain Property").

C. As part of the development of the Oakwood Homes Property, the City has required Oakwood Homes to undertake certain onsite and offsite improvements including, the conveyance of a piece of land to be used for the Quail Road right-of-way.

D. Oakwood Homes desires that St. Vrain convey those portions of the St. Vrain Property to the City for the improvement of Quail Road as more particularly described and depicted on **Exhibit A-1 through A-5** (collectively, the "Dedication Parcels").

E. Oakwood Homes desires a temporary construction easement over a portion of St. Vrain Property, extending twenty-five (25) feet south from and along the full length of the Dedication Parcels (the "Easement Area") for the purpose of constructing the Improvements (defined below) on the Dedication Parcels (the "Construction Activity").

F. St. Vrain is willing to grant Oakwood Homes the easement rights referenced above and to convey the Dedication Parcels to the City subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Conveyance of Quail Road Right-of-Way. The form of Warranty Deed attached hereto as **Exhibit B** and incorporated herein by this reference, has been submitted to the City for approval. Within fifteen (15) days following the date on which the City approves the form of Warranty Deed, St. Vrain shall convey to the City for the Quail Road right-of-way the Dedication Parcels using the form of Warranty Deed approved by the City, with Exhibits A-1 through A-5 attached thereto.

2. Temporary Easement.

2.1 Grant. In consideration of the sum of Three Thousand Ninety-Eight and 11/100th Dollars (\$3,098.11), the receipt and sufficiency of which is acknowledged, St. Vrain does hereby declare, establish and create for the benefit of Oakwood Homes and its Permittees a temporary, non-exclusive easement (the "Temporary Easement") over the Easement Area (A) for the purpose of performing the Construction Activity, and (b) for reasonable access, ingress, and egress reasonably necessary to accomplish the Construction Activity. For the purpose of this Agreement, "Permittees" shall mean and refer to any contractors, agents or employees of Oakwood Homes.

2.2 Term. The Temporary Easement shall expire and be of no further force or effect at the earliest to occur of one of the following events:

(a) The date the City grants construction acceptance for the Improvements; or

(b) In the event Oakwood Homes has not obtained construction acceptance for the Improvements from the City on or before four (4) years after the date of this Agreement and St. Vrain has either entered into a contract to sell all of the St. Vrain Property or a portion of the St. Vrain Property upon which the Easement Area is located, then St. Vrain may give written notice to Oakwood Homes setting forth that the Temporary Easement shall expire on a date nine (9) months after such notice.

3. Oakwood Homes' Obligations.

3.1 Improvements. Oakwood Homes shall construct Quail Road, all related culverts, drainage ditches and other improvements (collectively, the "Improvements") in accordance with any and all governmental rules, regulations, laws or ordinances, and all work shall be performed in a commercially reasonable manner. All costs of construction of the Improvements, including but not limited to any construction permit fees, shall be borne exclusively and entirely by Oakwood Homes.

3.2 Final PIP. In addition to the requirements set forth in Section 3.1 above, Oakwood Homes shall construct the Improvements pursuant to plans and specifications as finally approved by the City of Longmont as shown on the Harvest Junction Village Public

Improvement Plans (the “Final PIP”). Further, Oakwood Homes shall be responsible for any and all warranty or punchlist repair items required by the City prior to the City’s final acceptance of such Improvements.

3.3 Restoration. Within a reasonable time after obtaining construction acceptance from the City for the Improvements, Oakwood Homes covenants and agrees to restore the portions of the St. Vrain Property disturbed by the Construction Activity to the condition as it previously existed including, but not limited to, the removal of any construction debris. Oakwood Homes shall not permit any environmentally hazardous materials to be placed on the St. Vrain Property and in the event any environmentally hazardous materials are placed on the St. Vrain Property during Oakwood Homes’ Construction Activity, Oakwood Homes agrees to remove such materials in compliance with applicable laws and regulations and to indemnify, defend and hold St. Vrain harmless from any liability or damages arising from the presence of environmentally hazardous materials, including reasonable attorney’s fees and costs incurred by St. Vrain.

3.4 Insurance. At all times during the term of the Temporary Easement, Oakwood Homes shall maintain a general liability policy with at least a minimum coverage of:

\$2,000,000 per occurrence/\$2,000,000 in the aggregate with St. Vrain named as an additional insured. Oakwood Homes will provide a copy of an insurance certificate showing such coverages are in place prior to any Construction Activity on the St. Vrain Property. Oakwood Homes shall comply with all workers’ compensation laws and regulations. Oakwood Homes will cause all of its contractors and subcontractors to maintain insurance equivalent to that required of Oakwood Homes and to comply with workers’ compensation laws and regulations.

4. Retained Rights of St. Vrain. St. Vrain reserves its respective right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy does not unreasonably impair the rights granted to Oakwood Homes in this Agreement. Oakwood Homes’ rights hereunder are non-exclusive and St. Vrain shall have full right and authority to grant other easements or rights to use the Easement Parcels as will not unreasonably interfere or impair Oakwood Homes’ exercise of its rights under Easements and this Agreement.

5. Indemnification.

5.1 Oakwood Homes shall pay when due all fees and expenses incurred in the performance of the Construction Activity and of any use of the St. Vrain Property and shall, indemnify, defend and hold harmless, St. Vrain from any damages, loss, cost and expenses (including reasonable attorneys’ fees), arising from Oakwood Homes’ Construction Activity under this Agreement, including, but not limited to, the following: (A) mechanic’s liens and claims for nonpayment of any activities of Oakwood Homes, its employees, agents, contractors,

subcontractors, or persons performing services for, or on behalf of Oakwood Homes, and (B) damages and injuries, arising out of the acts or omissions of Oakwood Homes and/or parties performing such activities at its request, so long as the loss, damage, costs, claim, cause of action, damage or expense are not incurred as a result of St. Vrain's gross negligence or willful and wanton behavior. In the event St. Vrain is notified that Oakwood Homes has failed to pay for services performed on the St. Vrain Property at the request of Oakwood Homes, St. Vrain may request written documentation from Oakwood Homes evidencing payment of such bills or in the event Oakwood Homes disputes the bill, Oakwood Homes will provide security for the payment of such bill and undertake such actions necessary to cause the immediate release of any mechanic's lien on St. Vrain Property, including but not limited to the posting of bond(s) in an amount of at least one hundred fifty percent (150%) of any lien claim. Any such mechanic liens filed against the St. Vrain Property shall be released of record within twenty (20) days following St. Vrain's written notice to Oakwood Homes.

5.2 Oakwood Homes shall perform, and indemnify St. Vrain from liability therefrom, all obligations required to be performed under Oakwood Homes' agreements with the City including any development agreements and Public Improvement Agreements, all maintenance and indemnity obligations of St. Vrain relating to the Improvements or Construction Activity, unless the cause of the demand for maintenance or indemnification made against Oakwood Homes is due to the willful actions or gross negligence of St. Vrain.

6. No Oral Representations. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth in this Agreement, which contains the entire agreement of the parties with respect to the subject matter hereof, and no oral representation, promise, or consideration different from the terms herein contained herein shall be binding on either party, or its agents or employees, hereto.

7. Enforcement. Should a party default with respect to the terms of this Agreement, the non-defaulting party shall be entitled to such relief and/or damages as may be available under law, together with costs and reasonable attorney's fees incurred in connection therewith.

8. Usage of Terms. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

9. Successor and Assigns. The easements, covenants, agreements, rights and obligations created by this Agreement, shall run with the St. Vrain Property and the Oakwood Homes Property, and shall be binding on and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

10. Authority. Each person executing this Easement Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

11. Amendment. This Agreement may not be amended or terminated except by a written instrument signed by the then-fee-owner of the St. Vrain Property and the Oakwood Homes Property.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding on the parties.
13. Governing Law. The terms and provisions of this Agreement shall be construed under and governed by the laws of the state of Colorado, and all parties submit to the jurisdiction of the courts of Boulder County, State of Colorado.
14. Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Agreement.
15. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
16. Termination of Obligations. Oakwood Homes' obligations owing to St. Vrain under this Agreement shall terminate upon the City accepting the Improvements for maintenance by the City, except for any default or claims arising from facts or circumstances which exist prior to such acceptance by the City. St. Vrain's obligations owing to Oakwood Homes under this Agreement shall terminate upon the City accepting the Improvements for maintenance by the City, except for any default or claims arising from facts or circumstances which exist prior to such acceptance by the City.
17. Recordation. The parties agree to enter into a Memorandum of Agreement, using the form attached hereto as **Exhibit D**, which shall contain a reference to this Agreement setting forth the date of execution and the names and addresses of the parties, and descriptions of the Oakwood Homes Property and the St. Vrain Property. Such Memorandum of Agreement shall provide that it will terminate and be of no longer effect title to the St. Vrain Property and the Oakwood Homes Property, upon: (A) the recording of a copy of the written acknowledgement received from the City accepting the Improvements for maintenance, (B) the recording of a release signed by Oakwood Homes and St. Vrain, or (C) the recording of an affidavit by either party setting forth that it has complied with the release request procedure set forth hereinafter.

Upon the termination or expiration of this Agreement, either party may request that the other party execute a recordable release of the Memorandum of Agreement, and in the event the requested party does not execute such release within twenty (20) days after written notice from the requesting party such requested party does not execute a release (or set forth in writing that it disputes the termination or expiration of this Agreement), then the requesting party may execute and record an affidavit stating its compliance with the terms of this release procedure and setting forth that it has not received a timely response to such request, and such affidavit, upon recording, shall act to release the Agreement and Memorandum of Agreement.

[remainder of page intentionally left blank; signatures on following pages]

IN WITNESS WHEREOF, the undersigned parties have set their hands hereto on the day and year first above written.

SIGNED AND SEALED BY ST. VRain VALLEY SCHOOL DISTRICT RE-1J this _____ day of _____, 2014

St. Vrain Valley School District RE-1J,
a school district and political subdivision organized and
operating in accordance with the laws of the State of Colorado

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by

_____.

WITNESS my hand and official seal.

Notary Public

My commission expires _____

Address: _____

[signatures and notary acknowledgements continue on following page]

SIGNED AND SEALED BY OAKWOOD HOMES LLC this ____ day of _____, 2014

Oakwood Homes LLC,
a Colorado limited liability company

By: Robert J Sanderman
Name: Robert J Sanderman
Its: Executive Vice President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of October, 2014, by Robert J. Sanderman, EVP of Oakwood Homes LLC.

WITNESS my hand and official seal.

Karen L. Wilborn
Notary Public

My commission expires 6/17/2016

Address: 4908 Tower Rd.
Denver CO 80249

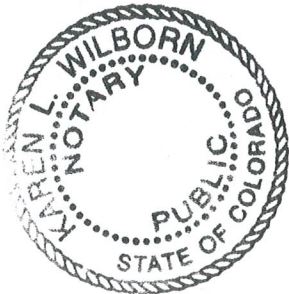
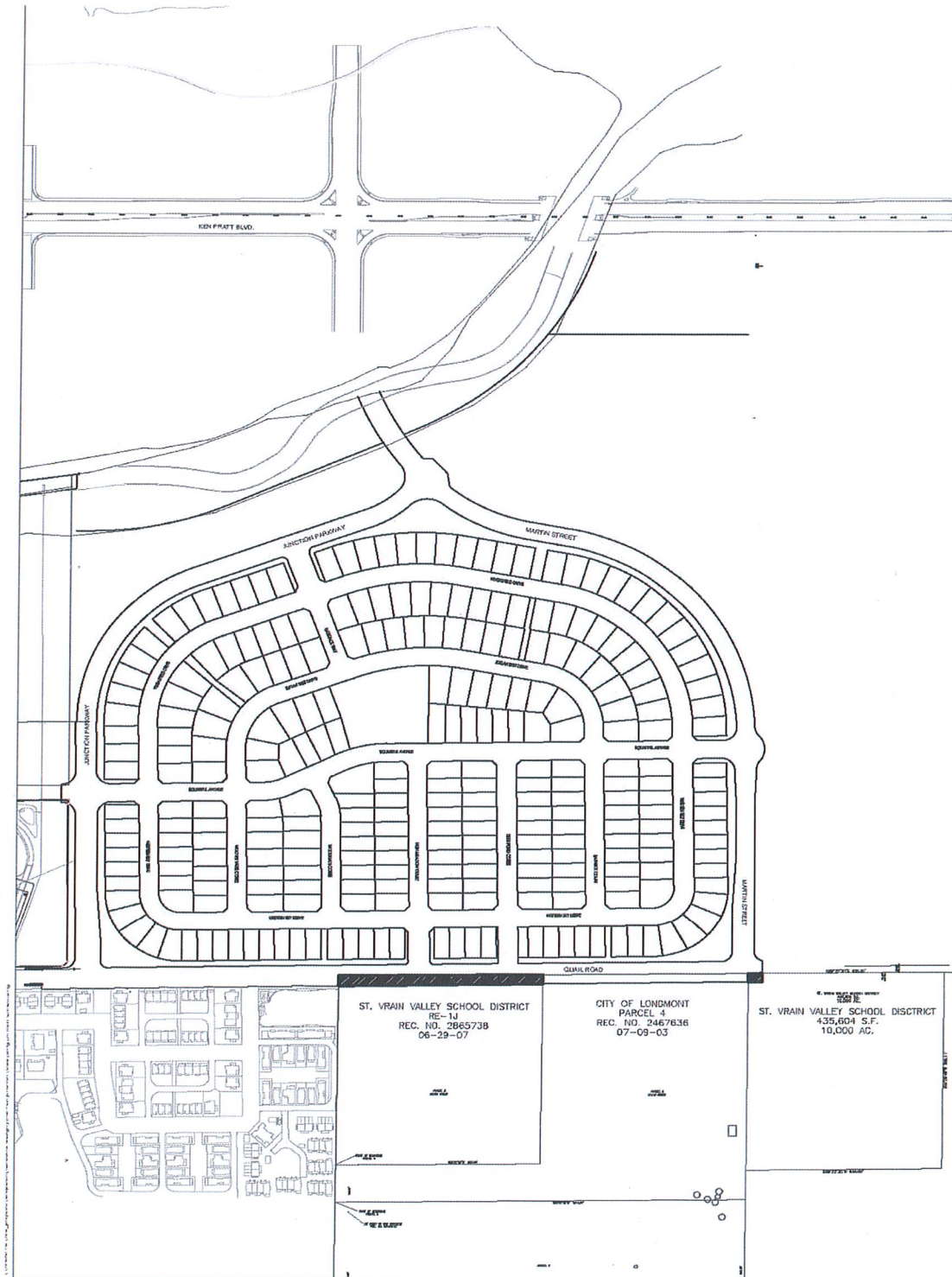


EXHIBIT A

Dedication Parcels



Harvest Junction Village
St. Vrain SD - Quail Road Right of Way



Scale: 1"=300'

August 21, 2014

PROPERTY DESCRIPTION

St. Vrain Valley School District RE-1J Property

A parcel of land being part of the land as described in that Special Warranty Deed as recorded February 2, 2006 as Reception Number 2754511 of the records of the Boulder County Clerk and Recorded and being part of the Northwest Quarter of Section 14, Township 2 North, Range 69 West of the Sixth Principal Meridian, County of Boulder, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of Section 14 and assuming the North line of the Northwest Quarter of Section 14 as bearing N89°22'30"E with all other bearings contained herein relative thereto:

THENCE along the North line of the Northwest Quarter a distance of 1319.91 feet to the Northwest Corner of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511. Said point being the **POINT OF BEGINNING**:

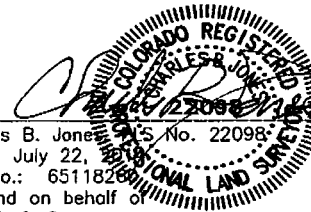
THENCE continuing N89°22'30"E along the North line of the Northwest Quarter and being the North line of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511 a distance of 47.24 feet;


THENCE S00°54'18"E a distance of 36.00 feet;

THENCE S89°22'30"W a distance of 48.09 feet to the West line of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511;

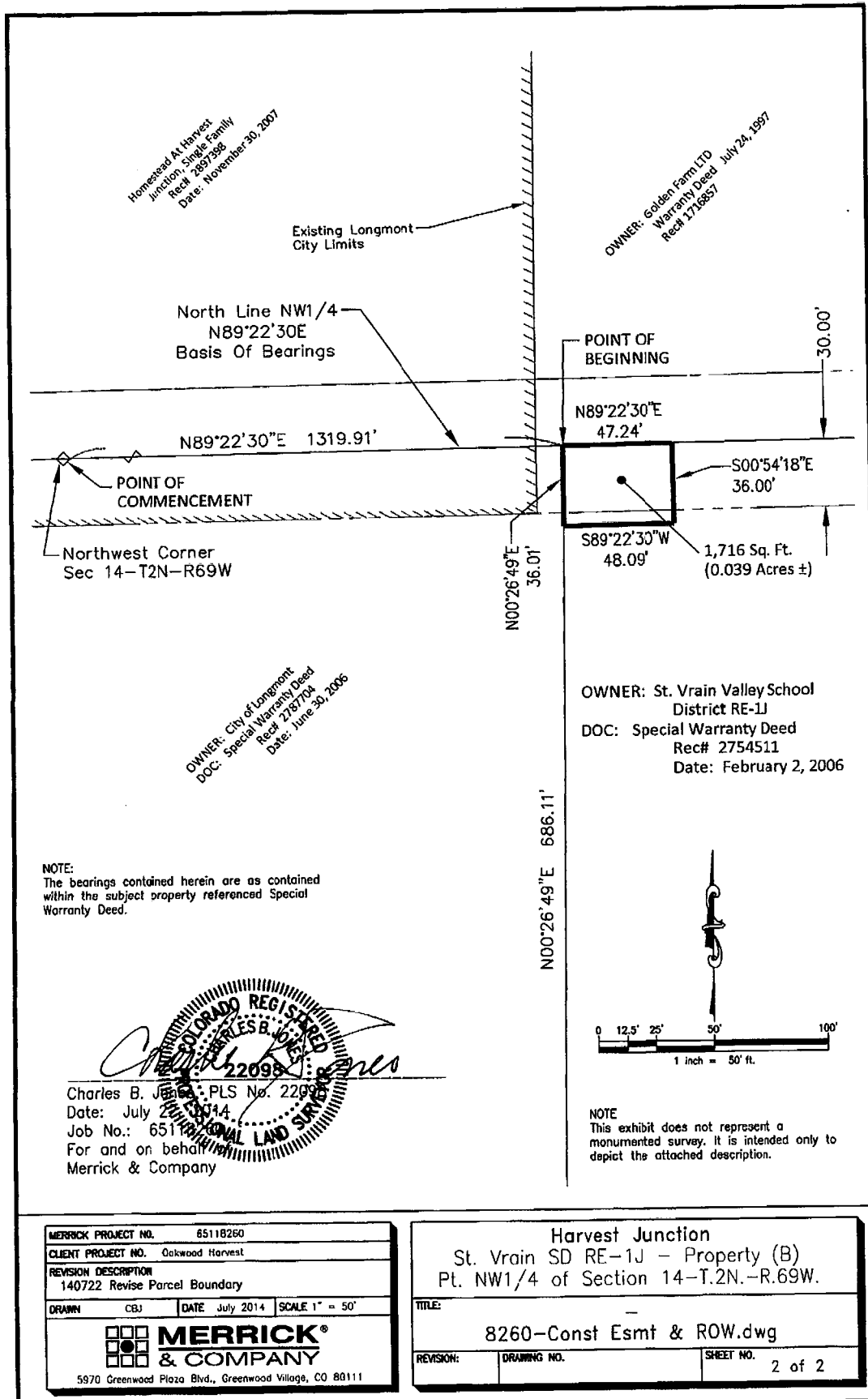
THENCE N00°26'49"E along the West line of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511 a distance of 36.01 feet to the **POINT OF BEGINNING**.

Containing 1,716 Square Feet (0.039 Acres), more or less


Charles B. Jones, P.E. No. 22098
Date: July 22, 2014
Job No.: 65118260
For and on behalf of
Merrick & Company

MERRICK PROJECT NO. 65118260	
CLIENT PROJECT NO. Oakwood Harvest	
REVISION DESCRIPTION 140722 Revise Parcel Boundary	
DRAWN CBJ	DATE July 2014 SCALE 1" = 50'
 MERRICK & COMPANY	
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

Harvest Junction St. Vrain SD RE-1J - Property (B) Pt. NW1/4 of Section 14-T.2N.-R.69W.		
TITLE: 8260-Const Esmt & ROW.dwg		
REVISION:	DRAWING NO.	SHEET NO. 1 of 2



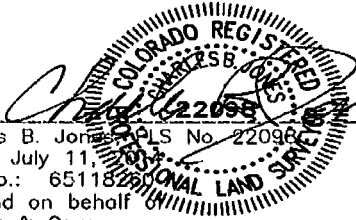
PROPERTY DESCRIPTION


St. Vrain Valley School District RE-1J Property

A strip of land Thirty-six feet (36.00') in width and being part of that parcel of land as described in that Special Warranty Deed as recorded June 29, 2007 as Reception No. 2865738 of the records of the Boulder County Clerk and Recorder and being part of the Northwest Quarter of Section 14, Township 2 North, Range 69 West of the Sixth Principal Meridian, City of Longmont and Boulder County, all in the County of Boulder, State of Colorado and being more particularly described as follows:

Said described Thirty-six foot (36.00') strip of land being the Northerly Thirty-six feet (36.00') of the above described parcel of land.

Containing 26,394 Square Feet (0.606 Acres), more or less


Charles B. Jones, PLS No. 22096
Date: July 11, 2014
Job No.: 65118260
For and on behalf of
Merrick & Company

MERRICK PROJECT NO	65118260
CLIENT PROJECT NO	Oakwood Harvest
REVISION DESCRIPTION	
DRAWN	CBJ
DATE	June 2014
SCALE	1" = 120'
 MERRICK® & COMPANY	
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

Harvest Junction St. Vrain SD RE-1J - Property (A) Pt. NW1/4 of Section 14-T.2N.-R.69W.		
TITLE 8260-Const Esmt & ROW.dwg		
REVISION	DRAWING NO	SHEET NO
		1 of 2

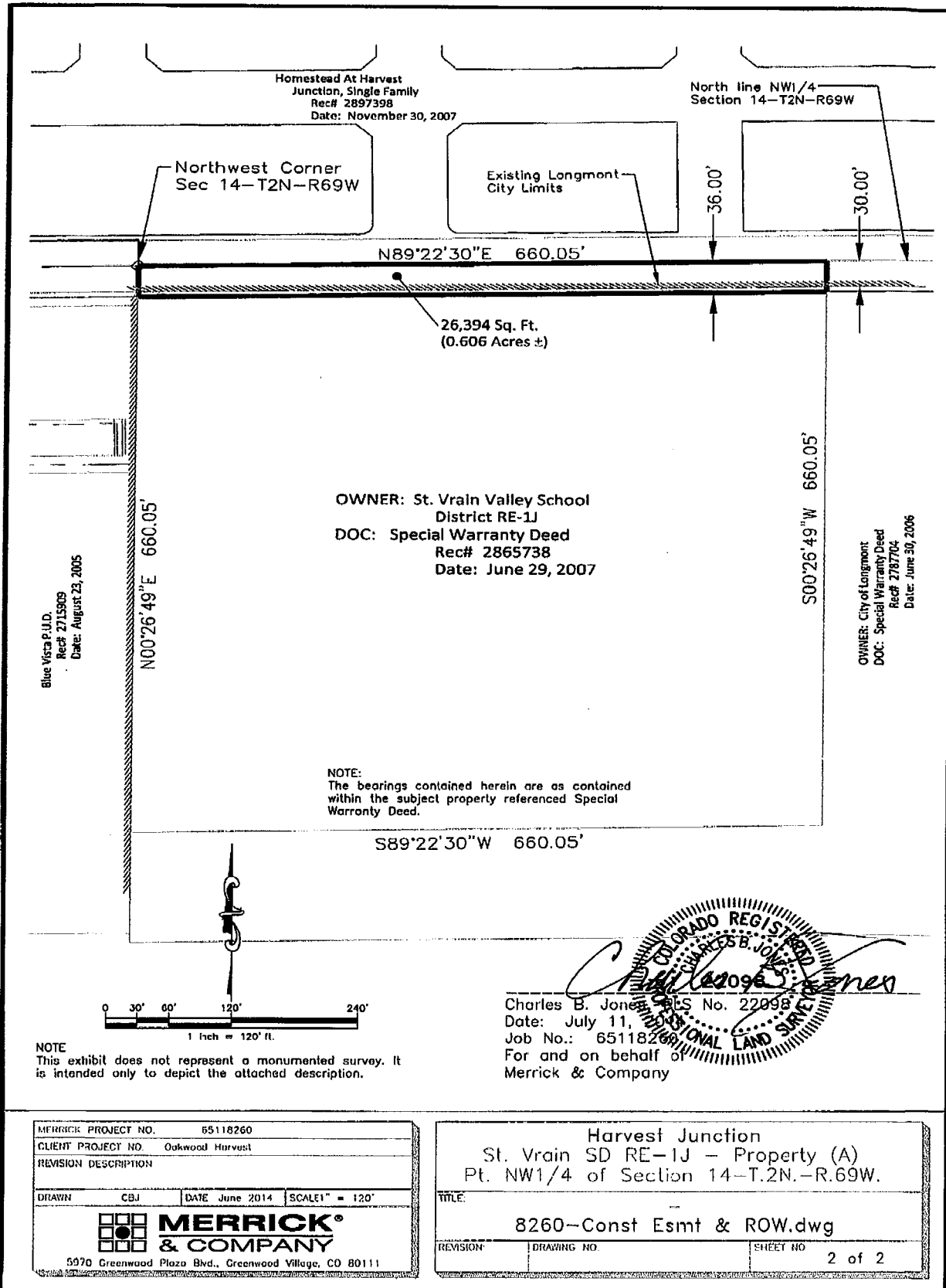


EXHIBIT B

FORM OF DEED FOR QUAIL ROAD RIGHT-OF-WAY

(See attached)

WARRANTY DEED

THIS DEED, Made this _____ day of _____ 2014, between ST. VRain VALLEY SCHOOL DISTRICT RE-1J, a school district and political subdivision organized and operating in accordance with the laws of the State of Colorado, Grantor(s), and the CITY OF LONGMONT, whose legal address is Civic Center Complex, 350 Kimbark Street, Longmont, Colorado 80501, of the County of Boulder, State of Colorado, Grantee(s):

WITNESSETH, That the Grantor(s), for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, described as follows:

SEE EXHIBITS A-1 through A-5 ATTACHED HERETO

also known by street and number as: n/a

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, in its present as is condition;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee(s), their heirs and assigns forever. And the Grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from, all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except:

All matters of record

The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, subject to matters of record now existing. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

SIGNED AND SEALED BY ST. VRain VALLEY SCHOOL DISTRICT RE-1J this _____ day of _____, 2014

St. Vrain Valley School District RE-1J,
a school district and political subdivision organized and
operating in accordance with the laws of the State of Colorado

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by

_____.

WITNESS my hand and official seal.

Notary Public

My commission expires _____

Address: _____

[signatures and notary acknowledgements continue on following page]

SIGNED AND SEALED BY CITY OF LONGMONT this _____ day of _____, 2014

By: _____
Name: _____
Its: Deputy City Attorney

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by

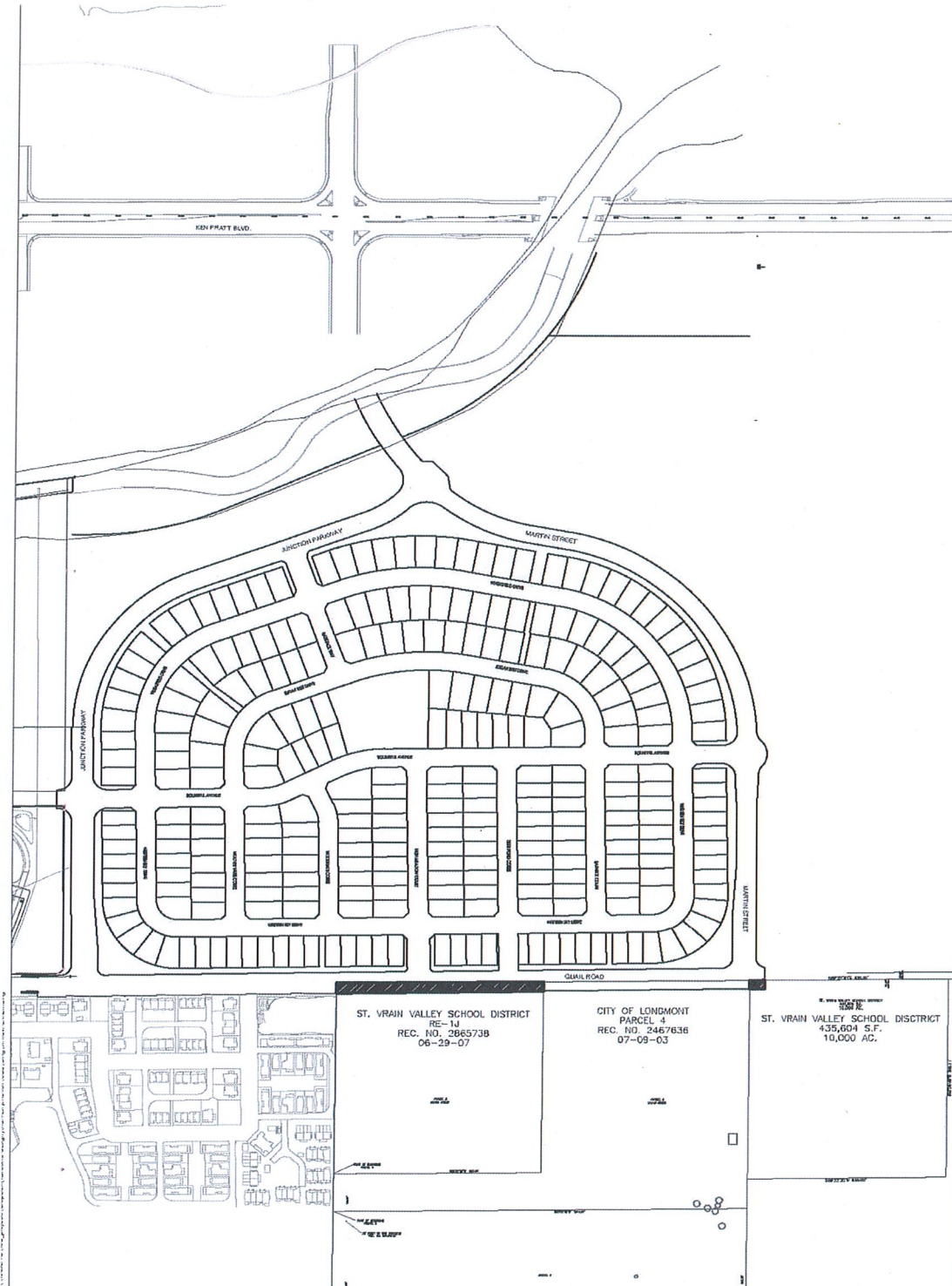
WITNESS my hand and official seal.

Notary Public

My commission expires _____

Address: _____

EXHIBIT A TO WARRANTY DEED



Harvest Junction Village
St. Vrain SD - Quail Road Right of Way



Scale: 1"=300'

August 21, 2014



EXHIBIT A-1 TO WARRANTY DEED

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PROPERTY DESCRIPTION

St. Vrain Valley School District RE-1J Property

A parcel of land being part of the land as described in that Special Warranty Deed as recorded February 2, 2006 as Reception Number 2754511 of the records of the Boulder County Clerk and Recorded and being part of the Northwest Quarter of Section 14, Township 2 North, Range 69 West of the Sixth Principal Meridian, County of Boulder, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of Section 14 and assuming the North line of the Northwest Quarter of Section 14 as bearing N89°22'30"E with all other bearings contained herein relative thereto:

THENCE along the North line of the Northwest Quarter a distance of 1319.91 feet to the Northwest Corner of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511. Said point being the **POINT OF BEGINNING**:

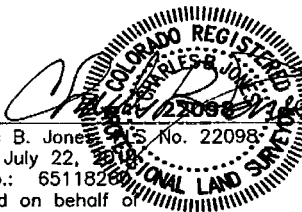
THENCE continuing N89°22'30"E along the North line of the Northwest Quarter and being the North line of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511 a distance of 47.24 feet;


THENCE S00°54'18"E a distance of 36.00 feet;

THENCE S89°22'30"W a distance of 48.09 feet to the West line of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511;

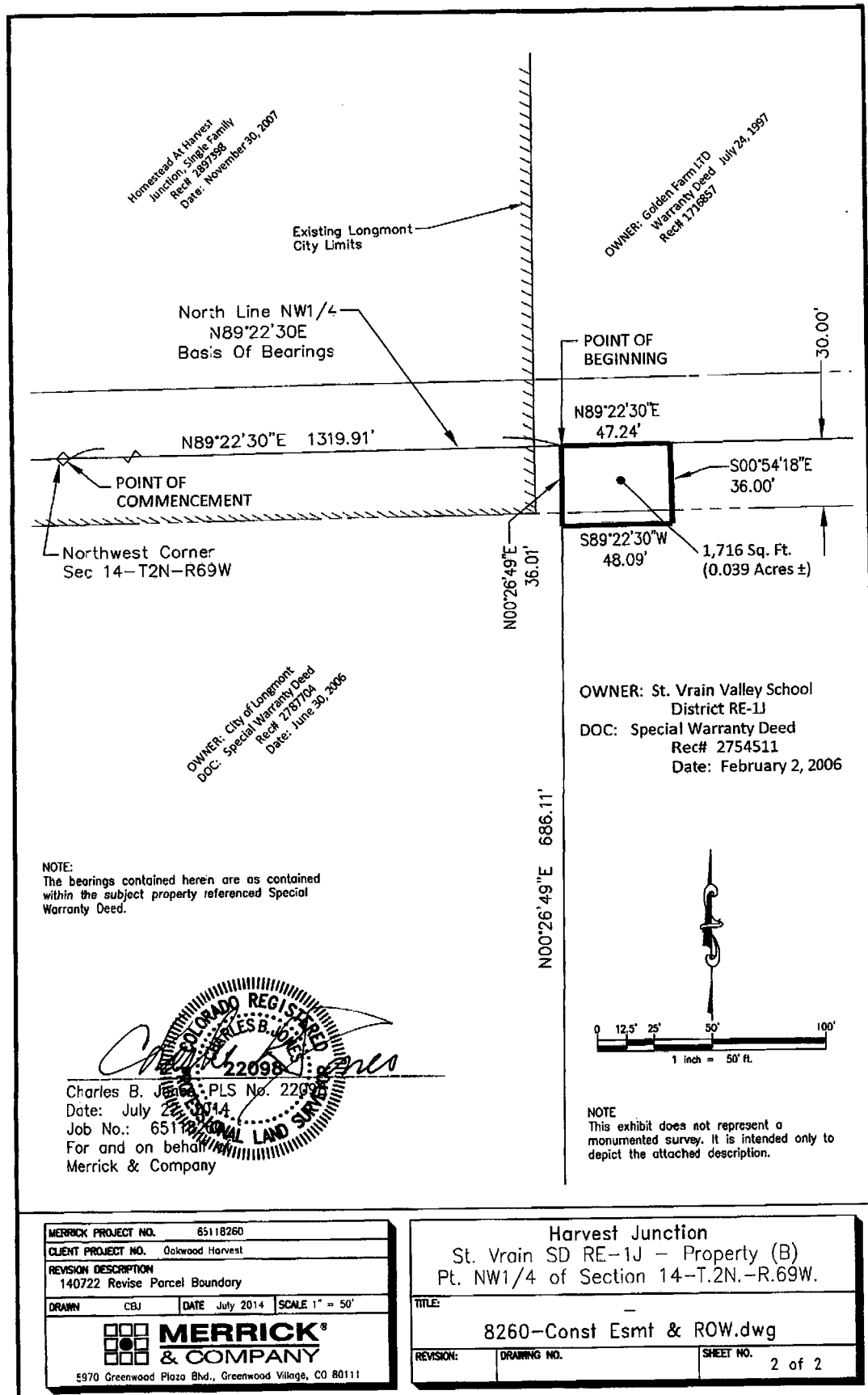
THENCE N00°26'49"E along the West line of that parcel of land as described in that Special Warranty Deed recorded as Reception Number 2754511 a distance of 36.01 feet to the **POINT OF BEGINNING**.

Containing 1,716 Square Feet (0.039 Acres), more or less


Charles B. Jones, P.L.S. No. 22098
Date: July 22, 2014
Job No.: 6511826
For and on behalf of
Merrick & Company

MERRICK PROJECT NO.	651-8260
CLIENT PROJECT NO.	Oakwood Harvest
REVISION DESCRIPTION	140722 Revise Parcel Boundary
DRAWN	CBJ
DATE	July 2014
SCALE	1" = 50'
 MERRICK® & COMPANY	
5973 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

Harvest Junction St. Vrain SD RE-1J - Property (B) Pt. NW1/4 of Section 14-T.2N.-R.69W.		
TITLE: 8260-Const Esmt & ROW.dwg		
REVISION:	DRAWING NO.	SHEET NO.
		1 of 2



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EXHIBIT A-3
TO WARRANTY DEED

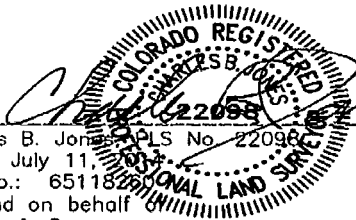
PROPERTY DESCRIPTION


St. Vrain Valley School District RE-1J Property

A strip of land Thirty-six feet (36.00') in width and being part of that parcel of land as described in that Special Warranty Deed as recorded June 29, 2007 as Reception No. 2865738 of the records of the Boulder County Clerk and Recorder and being part of the Northwest Quarter of Section 14, Township 2 North, Range 69 West of the Sixth Principal Meridian, City of Longmont and Boulder County, all in the County of Boulder, State of Colorado and being more particularly described as follows:

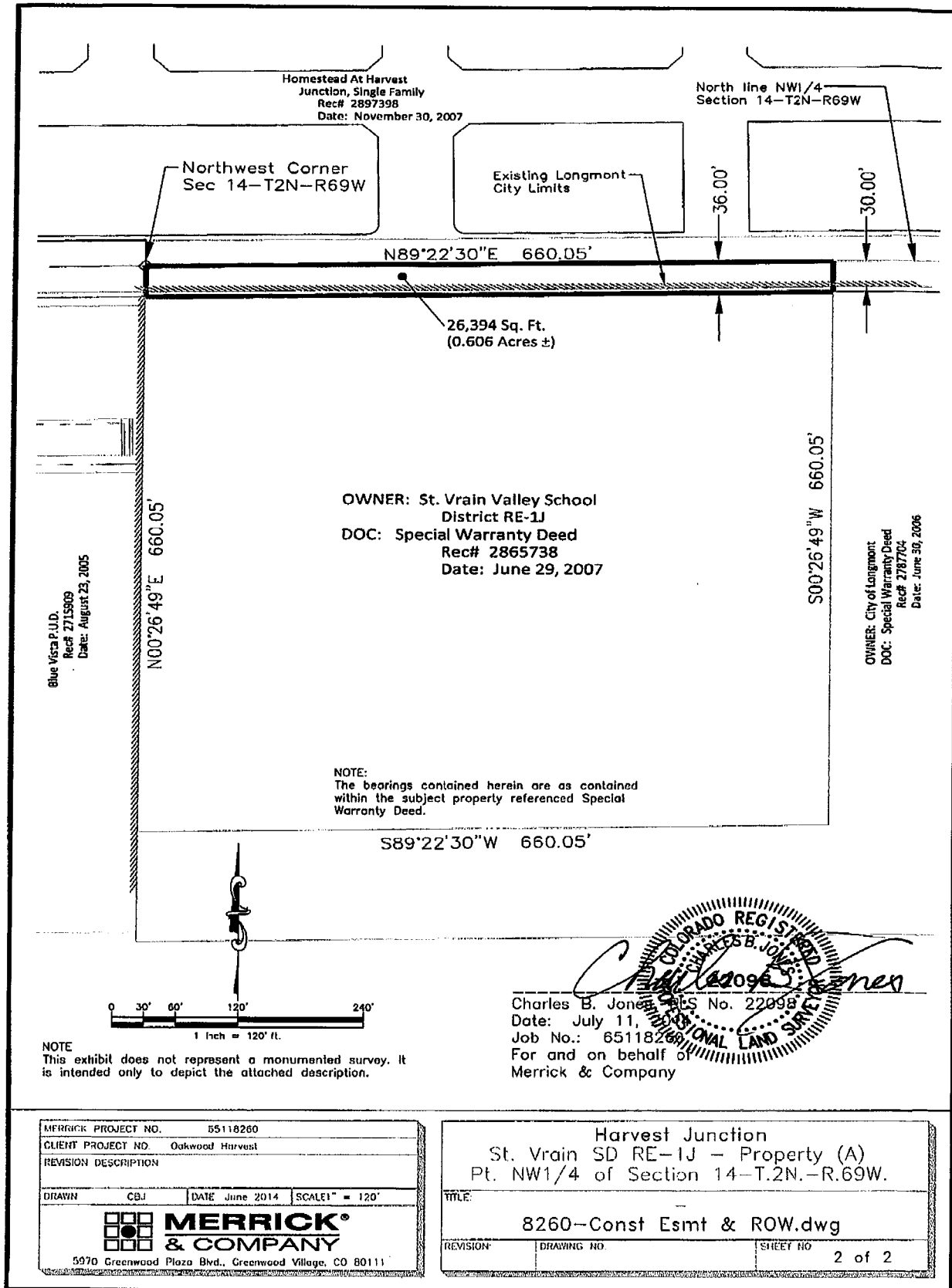
Said described Thirty-six foot (36.00') strip of land being the Northerly Thirty-six feet (36.00') of the above described parcel of land.

Containing 26,394 Square Feet (0.606 Acres), more or less


Charles B. Jones, PLS No. 22098
Date: July 11, 2014
Job No.: 6511826
For and on behalf of
Merrick & Company

MERRICK PROJECT NO	65118260
CLIENT PROJECT NO	Oakwood Harvest
REVISION DESCRIPTION	
DRAWN	CBJ
DATE	June 2014
SCALE	1" = 120'
 MERRICK® & COMPANY	
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

Harvest Junction		
St. Vrain SD RE-1J - Property (A)		
Pt. NW1/4 of Section 14-T.2N.-R.69W.		
TITLE		
8260-Const Esmt & ROW.dwg		
REVISION	DRAWING NO	SHEET NO
		1 of 2



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EXHIBIT A-5
TO WARRANTY DEED

EXHIBIT D

FORM OF MEMORANDUM FOR RECORDING

MEMORANDUM OF AGREEMENT

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a school district and political subdivision organized and operating in accordance with the laws of the State of Colorado ("St. Vrain"), whose address is 395 S Pratt Parkway, Longmont, Colorado 80501, Attn: Superintendant, and OAKWOOD HOMES LLC., a Limited Liability Company, whose address is 4908 Tower Road, Denver, Colorado 80249 ("Oakwood Homes"), have entered into that certain Agreement for Easements and Deed dated _____, 2014 (the "Agreement"). This Memorandum is to be recorded to evidence the existence of such Agreement and is not intended to modify the terms set forth in such Agreement.

St. Vrain is the owner of certain real property as described on Exhibit "A" attached hereto (the "St. Vrain Property"), subject to matters of record, and the Agreement relates to certain matters and easements which St. Vrain is willing to allow to impact the St. Vrain Property and which will be binding on any subsequent owner of the St. Vrain Property. Oakwood Homes is the owner of certain real property as described on Exhibit "B" attached hereto (the "Oakwood Homes Property"), subject to matters of record, and the Agreement relates to certain matters and activities which Oakwood Homes is undertaking and which activities will be binding on any subsequent owner of the Oakwood Homes Property.

This Memorandum shall provide that it will terminate and be of no longer affect title to the St. Vrain Property and the Oakwood Homes Property, upon: (A) the recording of a copy of the written acknowledgement received from the City of Longmont accepting for maintenance the Improvements required by that certain Public Improvement Plans approved by the City of Longmont, (B) the recording of a release signed by Oakwood Homes and St. Vrain, or (C) the recording of an affidavit by either party setting forth that it has complied with the release request procedure set forth hereinafter. Upon the termination or expiration of the Agreement, either party may request that the other party execute a recordable release of this Memorandum, and in the event the requested party does not execute such release within twenty (20) days after written notice from the requesting party (or set forth in writing that it disputes the termination or expiration of this Agreement), then the requesting party may execute and record an affidavit stating its compliance with the terms of this release procedure and setting forth that it has not received a timely response to such request, and such affidavit, upon recording, shall act to release the Agreement and this Memorandum.

[remainder of page intentionally left blank; signatures on following pages]

SIGNED AND SEALED BY ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J this _____ day of _____, 2014

St. Vrain, Valley School District RE-1J,
a school district and political subdivision organized and
operating in accordance with the laws of the State of Colorado

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by

WITNESS my hand and official seal.

Notary Public

My commission expires _____

Address: _____

[signatures and notary acknowledgements continue on following page]

MEMORANDUM

DATE: October 22, 2014

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Executive Summary on Board Policy Manual Overhaul Project

PURPOSE

For the Board of Education to hear a summary report on the progress of the Board Policy Manual Overhaul Project.

BACKGROUND

The Board of Education of the St. Vrain Valley School District (SVVSD) approved a contract with the Colorado Association of School Boards (CASB) on November 13, 2013 to work on the Board Policy Manual Overhaul Project. This Project will have CASB representatives review each of the current District policies and identify areas where policy is lacking or needs improvement. Following receipt of monthly CASB recommended policy revisions, additions or deletions, a Board Policy Review Committee will meet with administration policy owners to review each policy and finalize policy revisions, additions or deletions. CASB recommendations will be provided and Committee/policy owner review will be carried out according to an agreed-upon timeline.

The Board approved a Board Policy Review Committee of three Board members at the February 12 Regular Meeting. Weekly Board Policy Review Committee meetings will be publicly posted. Other Board members and members of the public are welcome to attend meetings at their discretion.

As the sections of the policy manual are completed, a Committee Board member will report on the progress of the project and announce the next sections to be reviewed. Board Policy Review Committee meetings are held every Monday (except holidays) at the Educational Services Center at 395 South Pratt Parkway in the HR Conference Room from 12:30 to 2:30 p.m.