

**NOTICE OF REGULAR MEETING AND AGENDA**



**September 9, 2015**

**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. United Power
2. Award from Colorado Department of Education

**5. BOARD/SUPERINTENDENT REPORTS:**

**6. REPORTS:**

1. 2008 Bond Activity Update

**7. CONSENT ITEMS:**

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the August 12, 2015 Regular Meeting, the August 19, 2015 Special Meeting, and the August 26, 2015 Regular Meeting
4. Approval: Approval of Change Order & Increase in Guaranteed Maximum Price-Construction Manager/General Contractor (CMGC) for CDC/Olde Columbine Renovation Project

**8. ACTION ITEMS:**

1. Recommendation: Approval of Amended Memorandum of Understanding with Education Foundation for the St. Vrain Valley
2. Recommendation: Approval of City of Broomfield Urban Renewal Authority (URA) Intergovernmental Agreement
3. Recommendation: Approval of Intergovernmental Agreement (IGA) with the Town of Mead
4. Recommendation: Approval of Request to Grant Exception to Conflict of Interest Policy
5. Recommendation: Approval of Purchase of Annual Maintenance (SmartNet) for Cisco Network Products

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**9. DISCUSSION ITEMS:**

**10. ADJOURNMENT:**

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

Wednesday, September 16	6:00 – 8:00 pm Study Session- <b>Sunset Middle</b>
Wednesday, September 23	7:00 pm Regular Meeting
Wednesday, October 14	7:00 pm Regular Meeting

## MEMORANDUM

DATE: September 9, 2015  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: 2008 Bond Activity Update

PURPOSE

To provide the Board of Education with a report of the 2008 Building Bond activities.

BACKGROUND

The Bond team, with the exception of overhead projector installations at four of our elementary schools, has completed the objectives identified in the 2008 program. The success has impacted students, staff and entire communities since voters approved the measure in November of 2008. The overhead projector installs at Blue Mountain ES, Centennial ES, Fall River ES and Prairie Ridge ES are planned for the summer of 2016 with an anticipated combined total cost of \$300,000.

The original 2008 Bond program was funded at \$189 million. Additional scope was added to the Bond projects through the following funding sources:

- Capital Reserve Funds: \$5.8m. To relieve the State funding shortages in 2012 and 2013, the Bond program absorbed typical CAP Reserve projects effectively lowering the District CAP funding by \$3.5m over those two years. The additional scopes included asphalt repair, roofing, boiler replacements, fire alarm replacements, etc.
- BEST Grants: \$2.4m. The Bond team has submitted yearly for matching Best Grant funding from the State of Colorado. The additional funding supported improvements to Thunder Valley K8, Longmont HS, and Mountain View ES projects.
- Cash-in-lieu: \$1.2m. This funding supported the bond program by adding street and traffic lights, parking lots and street improvements to our facilities.

- Insurance funds: \$1.9m. This funding included additional scope to repair damages from the 2013 floods, building damages, and mold mitigation.
- General Fund/Mill-Levi: \$1.4m. Increased funding supported preschools in facilities not covered by the Bond program. Those facilities included portions of Spark!, Burlington ES, Mountain View ES, and Hygiene ES.

#### Success:

The delivery of the 2008 Bond program was a great success and provided educational opportunities throughout the District. The following partial list identifies some of the items delivered beyond the original plan:

- Installation of projector systems and sound in every classroom.
- Support of the CAP Reserve program.
- Rebuilding of Erie MS.
- Rebuilding of Mountain View ES.
- Building of Timberline K-8.
- Rebuilding of Longmont HS.
- Miscellaneous projects throughout the District.

#### Next Steps:

The Bond team is wrapping up the work completed over the summer of 2015. With the work complete, bills will be finalized and paid. The entire bond program will be reconciled in December and January. The reconciliation will include a review of scope delivered as well as final accounting. Should the final reconciliation provide opportunities to complete additional work, the District anticipates delivering building preservation items that include upgrades to camera and key card systems, roof repairs, HVAC and major mechanical repairs, repairs to aging playgrounds, fire protection and possible bus purchases with interest dollars earned from the program. A reconciliation report will be provided in April of 2016 and a final 2008 Bond closeout report will be provided in September of 2016 that would incorporate the additional work completed during the summer of 2016.

**September 12, 2015**  
**Terminations Leaves of Absence**

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	<b>ADMINISTRATIVE/PROFESSIONAL/TECHNICAL</b>								
	<b>LICENSED</b>								
5/22/2015	Amer, Tess	Teacher, Literacy, Instructinal Para / Trail Ridge MS					X		
5/22/2015	Jirsa, Christine	Teacher, Foreign Language / Silver Creek HS					X		
8/6/2015	Jostes, Kara	Instructional Program Consultant / Trail Ridge MS					X		
5/22/2015	Olson, Sheri	Building Team Leader / Student Services					X		
5/22/2015	Sodergren, Katherine	Teacher, Mathematics / Lyons MS					X		
8/18/2015	Stoll, Leah	Teacher, 3rd Grade / Hygiene ES	X						
	<b>CLASSIFIED</b>								
8/14/2015	Barton, Jenna	Paraeducator, SE / Sanborn ES					X		
5/22/2015	Boguess, Natalie	Paraeducator, Instructional / Lyons ES							Non-Renew
8/4/2015	Borrell, Debora	Bus Driver / Garage Assistant					X		
5/21/2015	Bunkers, Tammy	Nutrition Services Worker / Blue Mountain ES					X		
8/14/2015	DeKlyn, Nancy	Bus Driver / Transportation					X		
5/22/2015	Feurer, Sonya	Paraeducator, PS / Lyons ES					X		
8/19/2015	Garrido, Mariana	Nutrition Services Worker / Nutrition Services		X					
1/5/2016	Gass, Frank	Warehouse, Delivery / Warehouse						X	31 Years
5/22/2015	Harrell, Jane	Paraeducator, ECSE / Sanborn ES					X		
5/22/2015	Henriksen, Heidi	APEX Instructor / APEX					X		
5/21/2015	Hyman, Odelle	Bus Driver					X		
5/21/2015	Knutson, Renee	Nutrition Services Worker / Silver Creek HS					X		
5/22/2015	Kyzer, Brenda	Accompanist / Westview MS					X		
8/4/2015	Laskey, Katherine	Lab Technician / Red Hawk ES					X		
5/22/2015	Marsh, Teri	Interpreter for the Deaf / Student Services					X		
8/24/2015	Matney, Roger	Custodian / Sunset MS					X		
8/31/2015	Mayfield, Madeline	Media Clerk / Sunset MS					X		
3/11/2015	McCallum, Kimberly	Nutrition Services Worker / Black Rock ES					X		
5/22/2015	McElvaney, Jennifer	Paraeducator, SE / Black Rock ES					X		
5/22/2015	Neu, Callico	Paraeducator, ECSE / Spark PS					X		
5/21/2015	Olsen, Linda	Nutrition Services Worker / Silver Creek HS					X		
5/22/2015	Quintana, Dana	Paraeducator, SE / Erie ES					X		
9/4/2015	Ramirez, Miguel	Campus Supervisor / Erie HS					X		
8/14/2015	Reed, Dawn	Manager, Community Schools / Mountain View ES					X		
5/21/2015	Russell, Rebecca	Paraeducator, PS / Red Hawk ES					X		
5/22/2015	Schlagel, Tyler	Campus Supervisor / Timberline PK-8					X		

\*Will work a 110 Day Contract for 2015-16

**September 12, 2015**  
**Terminations Leaves of Absence**

<b>EFFECTIVE</b>	<b>NAME</b>	<b>POSITION/LOCATION</b>	<b>FMLA</b>	<b>NON-FMLA MEDICAL</b>	<b>PERSONAL</b>	<b>EXTENDED</b>	<b>RESIGNED</b>	<b>RETIRED</b>	<b>COMMENTS</b>
8/27/2015	Siedem, Colleen	Paraeducator, Instructional / Westview MS					X		
5/22/2015	Sifford, Daniel	Paraeducator, Instructional / Timberline PK-8					X		
6/26/2015	Spoden, Madeline	Behavior Coach / Main Street School					X		
7/13/2015	Taylor, Airin	Bus Assistant, Garage Assistant / Transportation					X		
9/30/2015	Whitfield, Tommy	Custodian / Coal Ridge MS						X	6 Years
5/22/2015	Williams, Karen	APEX Instructor / APEX					X		
5/21/2015	Zahn, John	Campus Supervisor / Mead MS					X		

\*Will work a 110 Day Contract for 2015-16

September 9, 2015  
Staff Appointments

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
	<b>ADMINISTRATIVE/PROFESSIONAL/TECHNICAL</b>				
	<b>LICENSED</b>				
8/14/2015	Akkerman, Jeff	Teacher, Mathematics	Lyons M/S		X
8/14/2015	Bilger, Elena	Teacher, Foreign Language	Coal Ridge MS		X
8/14/2015	Cordova, Brent	Teacher, SE	Mead MS		X
8/14/2015	Curton, Dana	Instructional Program Consultant	Student Services		X
8/14/2015	Hall, Gretchen	Teacher, Language Arts	Trail Ridge MS		X
8/14/2015	Heilbronner, Sarah	Teacher, Social Studies/Lang. Arts	Silver Creek HS	X	
8/14/2015	Jackson, Corrin	Teacher, Grade 4	Centennial ES		X
8/14/2015	Jones, Nicola	Teacher, Language Arts	Longmont HS		X
8/14/2015	Kassatly, Andrew	Psychologist, Intern	Student Services		X
8/14/2015	Kavanagh, Michael	Teacher, Lang. Arts	Timberline PK-8		X
8/14/2015	Logan, Nina	Teacher, Preschool	Columbine ES		X
8/14/2015	Masters, Sarah	Teacher, SE	Mead ES		X
8/14/2015	McKinsey, Brittany	Teacher, Grade 3	Erie ES		X
8/17/2015	Ravenscroft, Catherine	Teacher, Computer/Literacy	Trail Ridge MS		X
8/14/2015	Roland, Courtney	Teacher, ECSE	Mountain View ES		X
8/17/2015	Skret, Maria	Teacher, Mathematics	Silver Creek HS	X	
8/14/2015	Verser, Myra	Teacher, Mathematics	Erie MS	X	
8/19/2015	Westmoreland, Kimberly	Teacher, Grade 1	Legacy ES		X
	<b>CLASSIFIED</b>				
8/18/2015	Abbott, Sarah	Paraeducator, Instructional / ECSE	Sanborn ES	X	
8/3/2015	Baer, Kathleen	Media Clerk	Sunset MS		X
8/3/2015	Barrios, Tammy	Bus Driver	Transportation	X	
8/18/2015	Bartle, Kendra	Group Leader, Childcare	Fall River ES	X	
8/14/2015	Bennett, Susan	Accompanist	Mead MS		X
8/12/2015	Benson, Jodi	Bus Driver	Transportation	X	
8/18/2015	Bishop, Robin	Custodian	Mead ES		X
8/18/2015	Brennan, Linda	Paraeducator, Instructional	Mountain View ES		X
8/18/2015	Brizuela Katan, Maria	Custodian	Central ES and Columbine ES		X
8/18/2015	Brown, Megan	Group Leader, Childcare	Sanborn ES	X	
8/13/2015	Brown, Melissa	Group Leader, Childcare	Alpine ES		X
8/18/2015	Burke, Monica	Bus Assistant - Special Ed	Transportation		X
8/13/2015	Buttler, Teresa	Clerk - Attendance	Longmont HS		X
8/12/2015	Casillas, Miranda	Group Leader, Childcare	Community Schools		X
8/12/2015	Cooper, Deborah	Clerk - School	Silver Creek HS		X
8/12/2015	Creel, Heidi	Paraeducator, Instructional	Timberline PK-8	X	
8/18/2015	Darnell, Wendy	Paraeducator, Non-Instructional	Centennial ES	X	

September 9, 2015  
Staff Appointments

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
8/14/2015	DuRall, Mikail	Director, Childcare	Black Rock ES		X
8/18/2015	Faulkner, Sarah	Paraeducator, Instructional	Legacy ES		X
8/19/2015	Fischer, Geri	Paraeducator, Instructional	Erie ES		X
8/18/2015	Garcia, Mari Cruz	Paraeducator, ECSE/SE	Rocky Mountain ES		X
8/18/2015	Garcia, Veronica	Paraeducator, Non-Instructional	Timberline PK-8	X	
8/18/2015	Gibbs, Samantha	Paraeducator, PS	Spark	X	
8/18/2015	Gradoz, Machal	Media Clerk	Niwot HS	X	
8/19/2015	Hall, Heather	Accompanist	Frederick HS		X
8/19/2015	Hamilton, Mandy	Director, Childcare	Blue Mountain ES	X	
8/12/2015	Hartman, Michael	Bus Assistant - Special Ed	Transportation		X
8/12/2015	Hegy, Sharon	Nutrition Services Worker	Coal Ridge MS		X
8/12/2015	Igler, Valerie	Paraeducator, SE	Black Rock ES	X	
8/12/2015	Johnsen, Christine	Paraeducator, SE	Red Hawk ES		X
8/12/2015	Kassenbrock, Alicia	Paraeducator, SE	Silver Creek HS		X
8/12/2015	Kaylor, Pamela	Group Leader, Childcare	Centennial ES		X
8/3/2015	Keefe, Jarah	Paraeducator, Instructional	Sanborn ES	X	
8/3/2015	Keefe, Marie	Paraeducator, Instructional	Alpine ES	X	
8/19/2015	Klemczak, Kathleen	Group Leader, Childcare	Black Rock ES		X
8/3/2015	Kubetzko, Luz	Paraeducator, SE	Blue Mountain ES	X	
8/18/2015	Lawyer, Crystal	Paraeducator, PS	Spark PS	X	
8/18/2015	Lingemann, Kelly	Paraeducator, SE	Sanborn ES	X	
8/18/2015	Longobricco, Robin	Campus Supervisor	Erie MS	X	
8/18/2015	Lopez, Debbie	Paraeducator, PS	Northridge ES		X
8/18/2015	Maffei, Tracey	Paraeducator, ECSE	Spark PS		X
8/18/2015	Martinez, Elizabeth	Paraeducator, SE	Altona MS		X
8/18/2015	Massetti, Rachel	Paraeducator, Instructional	Niwot ES		X
8/19/2015	McGarr, Ron	Paraeducator, PS	Spark PS		X
8/18/2015	McMurry, Carol	Paraeducator, SE	Blue Mountain ES		X
8/18/2015	McMurtry, Elizabeth	Paraeducator, Instructional	Red Hawk ES		X
8/24/2015	Miller, Paige	Paraeducator, Non-Instructional	Student Assistance Services		X
8/18/2015	Montijo, Candido	Coordinator-Community School	Mead MS		X
8/18/2015	Moore-Klochacs, Matthew	Paraeducator, Instructional	Niwot ES	X	
8/20/2015	Morganfield, Cory	Paraeducator, ECSE	Erie ES		X
8/20/2015	Motichka, Sarah	Paraeducator, Instructional	Rocky Mountain ES	X	
8/20/2015	Nelson, Islen	Paraeducator, SE	Black Rock ES		X
8/20/2015	Newburn, Devon	Accompanist	APEX Program	X	
8/21/2015	Nguyen, Stephanie	Paraeducator, Instructional	Alpine ES		X
8/24/2015	Norris, Thomas	On Call Maintenance Technician	Operation and Maintenance		X
8/18/2015	Oliveira, Jessica	Accompanist	Longmont HS		X
8/24/2015	Olson, Amie	Director, Childcare	Lyons ES	X	



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Staff Appointments

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
8/24/2015	O'Neill, Laura	Paraeducator, SE	Black Rock ES		X
8/21/2015	Paone, Steven	Campus Supervisor	Longs Peak MS		X
8/24/2015	Parrish, Christina	Paraeducator, SE	Thunder Valley K-8	X	
8/24/2015	Pastore, Krista	Paraeducator, SE	Black Rock ES		X
8/25/2015	Perry, Simone	APEX Instructor	APEX Program		X
8/19/2015	Polson, Breanna	Group Leader, Childcare	Sanborn ES	X	
8/19/2015	Pritchard, Jaime	Paraeducator, Instructional	Black Rock ES	X	
8/19/2015	Puckett, Rachel	Bus Driver	Transportation	X	
8/25/2015	Quinones, Elva	Director, Childcare	Indian Peaks ES		X
8/27/2015	Rademacher, Aubry	Paraeducator, Instructional	Alpine ES	X	
8/27/2015	Schmitz, Christopher	Lab Technician	Red Hawk ES		X
8/27/2015	Seitz, Kimberley	Group Leader, Childcare	Blue Mountain ES		X
8/31/2015	Self, Darrell	Custodian	Eagle Crest ES		X
9/8/2015	Shylayeva, Olga	Accompanist	Sunset MS		X
8/31/2015	Snead, Darlene	Paraeducator, SE	Blue Mountain ES		X
8/19/2015	Spear, Alexander	Paraeducator, Instructional	Timberline PK-8	X	
9/1/2015	Strachan, Lisa	Paraeducator, Instructional	Red Hawk ES		X
8/27/2015	Vu, Mai	Paraeducator, Instructional	Trail Ridge MS		X
8/27/2015	Walker, Lawrence	Bus Driver	Transportation		X
9/3/2015	Walrod, Courtney	APEX Instructor	APEX Program	X	
9/1/2015	Woelk, Susan	Paraeducator, SE	Prairie Ridge ES		X

## MEMORANDUM

DATE: August 26, 2015  
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 August Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes of the August 12, 2015 Regular Meeting, the August 19, 2015 Special Meeting, and the August 26, 2015 Regular Meeting.

## MEMORANDUM

DATE: September 9, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order & Increase in GMP - Construction Manager/  
General Contractor (CMGC) for Career Development Center /Olde  
Columbine High School Renovation Project

RECOMMENDATION

That the Board of Education approve Change Order #1 for \$39,473 and an increase of the Guaranteed Maximum Price (GMP) with Golden Triangle Construction, Inc., for Construction Manager/General Contractor (CMGC) services for the Career Development Center/Olde Columbine High School Renovation Project for a new total contract amount not-to-exceed \$315,473 which includes a 10% contingency. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

The CMGC contract with Golden Triangle Construction was approved May 13, 2015 for an amount not-to-exceed \$276,000 including contingency. Change Order #1 includes updates in the culinary arts dining area & will replace lighting fixtures with LED lighting fixtures.

Funding for the project is available in the 2008 Bond program.

## MEMORANDUM

DATE: September 9, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

BACKGROUND

The attached Memorandum of Understanding updates the agreements and commitments between the Education Foundation for the St. Vrain Valley and the District following the reorganization of the Foundation.

## **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 vision and goals shall be shared with the Foundation on at least 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:
  - 1.6.1 One District *Employee on Loan* (“EOL”) to the Foundation to fill the position of full time Foundation Executive Director to coordinate the Foundation management and activities, with a salary and benefits package equivalent to range 13 on the District APT schedule.
  - 1.6.2 A second District *Employee On Loan* to the Foundation to fill the position of a 40 hour per week Coordinator of Education Foundation with salary and benefits paid equivalent to range 4 on the District APT schedule. This individual’s primary responsibilities shall be business development and community outreach. Other responsibilities include supporting the District Career Fair and flyer program.
  - 1.6.3. Both EOLs 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 pay all salary and benefit costs for these employees and provide basic office supplies, standard hardware and software, and phone hardware and service as appropriate.
  - 1.6.4. Payroll service for the Foundation’s Administrative Assistant and Summer Intern. The salary and benefit costs for these individuals will be reimbursed to the District by the Foundation on an agreed to basis.
  - 1.6.5 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.

1.6.6 Basic network and internet connectivity and support at no cost to the employees of the Foundation, including e-mail accounts and other associated software.

1.6.7 Property insurance coverage on the premises, excluding personal property of 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 any willful or wanton acts 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. Its vision is to be the premier Foundation that empowers teachers, champions student success and supports education in contributing to a robust economy and a vibrant community.

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 and Executive Director shall meet with District personnel at least quarterly to discuss current District needs and directions, the Foundation's performance measures and use the information gathered as a basis for setting specific focus areas for the Foundation. These meetings are intended to facilitate open, two-way dialogue including, but not be limited to, the sharing of accomplishments and approaches to common goals.

2.5 The Foundation shall strive to be in alignment with the strategic vision and goals of the District.

2.6 The Foundation shall determine the qualifications and selection of the EOLs, and provide these individuals direction on all Foundation related matters, including daily supervision and performance reviews. In addition, the Foundation shall provide for any program and office expenses not normally covered for District employees.

2.7 The Foundation Board has sole discretion to create and fund additional performance bonuses or stipends for the EOL positions and the Foundation's Administrative Assistant and Summer Intern positions. Any additional payments must be through the District payroll system in accordance with legal requirements.

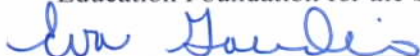
2.8 The Foundation shall provide general liability insurance coverage consistent with levels prescribed by the District and authorized by the Foundation's board of directors. This policy shall list the District as an



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.

- 2.9 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.
- 2.10 The Foundation shall submit a budget for the contribution of District funds, as specified in section 1.6.1, to the District's budget director by February 15<sup>th</sup> each year for the following fiscal year.
- 2.11 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.
- 2.12 The Foundation releases the District, its directors, officers, 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 until terminated by either party. Six (6) months prior notice shall be given in writing by the initiating party. Prior to termination, the District and the Foundation shall convene a joint meeting to discuss any issues and make every attempt to resolve any differences. This memorandum shall be jointly reviewed at least once every three 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



Eva Gaudio, President

Date 9-9-15

St. Vrain Valley School District RE-1J

Date 9-9-15

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Don Haddad, Superintendent of Schools

St. Vrain Valley Board of Education

Date 9-9-15

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Robert Smith, President



## MEMORANDUM

DATE: September 9, 2015  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of City and County of Broomfield Urban Renewal Authority (URA) Intergovernmental Agreement (IGA)

RECOMMENDATION

That the Board of Education approve the IGA between the City and County of Broomfield, the Broomfield Urban Renewal Authority, and the St. Vrain Valley School District to provide some considerations to the District to lessen the impact of the URA Tax Increment Financing (TIF). This IGA will also protect all future increased revenue from local elections from Tax Increment Financing.

BACKGROUND

District staff has worked with the City of Broomfield and legal counsel to develop the IGA to protect the District from some of the negative impacts of Urban Renewal Authorities on school funding. This IGA has been executed by the City and County of Broomfield and is awaiting District approval.

Terry Schueler, Financial Services Advisor, will be available for questions.

**AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD, THE BROOMFIELD  
URBAN RENEWAL AUTHORITY AND THE SAINT VRAIN VALLEY SCHOOL  
DISTRICT RE-1J REGARDING NORTH PARK WEST URBAN RENEWAL PROJECT**

1.0 PARTIES. This Intergovernmental Agreement is entered into by and between The City and County of Broomfield, a Colorado municipal corporation and county, (the "City"), the Broomfield Urban Renewal Authority, a body corporate and politic of the state of Colorado (the "Authority") and the St. Vrain Valley School District RE-1J, a Colorado body corporate (the "School District"), collectively the "Parties" or individually, a "Party."

2.0 RECITALS.

2.1 The Authority is carrying out the Urban Renewal Plan for the North Park West Urban Renewal Project (the "Plan"), for a geographic area described in the Plan (the "Plan Area"), which was approved by the City on April 27, 2004, by Ordinance No. 1768 and modified on February 27, 2007 by Resolution No. 2007-04.

2.2 Tax increment financing ("TIF") is authorized under Section VII of the Plan.

2.3 The Authority entered into a Reimbursement Agreement dated October 9, 2007 with Palisade Metropolitan District No. 1 and Palisade Metropolitan District No. 2 (collectively the "Metro Districts"), which was later amended by Amendments One, Two, and Three. The Reimbursement Agreement, as amended, is referred to herein as the "Amended Reimbursement Agreement." Under the Amended Reimbursement Agreement, the Authority has pledged certain TIF revenues to the Metro Districts as reimbursement for public improvements provided by the Metro Districts within the Plan Area.

2.4 Pursuant to Amendment No. 3, section 9.02(d) of the Reimbursement Agreement was amended to add subparagraph (iv) which clarifies that certain revenues pledged to the Metro Districts do not include the TIF revenues, if any, generated by any mill levy increases by the School District on property within the Metro Districts, commencing with any mill levies certified in levy year 2015.

2.5 Section 3-28-040, B.M.C., imposes an excise tax referred to as a services expansion fee ("SEF") which may be used for "joint-use educational / municipal facilities in the area."

2.6 The people of the State of Colorado have encouraged cooperation between governmental entities through the adoption of Article XIV, Section 18 (2) of the Colorado Constitution.

2.7 C.R.S. section 29-1-203 (1) provides, inter alia, that governmental units may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the contracting units.



3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 The Parties hereby acknowledge the accuracy of the Recitals in Section 2.0, which are incorporated herein by this reference.

3.2 As set forth in section 9.02(c) of the Amended Reimbursement Agreement, the Authority pledged to the Metro Districts fifty percent (50%) of the SEF charged and collected by the City for residential uses developed and constructed on the property within the Metro Districts. The City agrees to set aside the remaining fifty percent (50%) of the SEF charged and collected by the City on the property within the Metro Districts (the "School District SEF Funds") for the development and construction of joint use educational/municipal facilities with the School District. The City and School District agree to cooperate to identify and determine mutually agreeable uses for the School District SEF funds which will allow the School District to mitigate the impact of growth in the School District from residents within the Palisade subdivision and allow the City to benefit from the proposed use. The City acknowledges that said mitigation may be located outside of the City but must be spent to benefit City residents. Prior to the expenditure of any School District SEF funds, the City and the School District agree to execute a joint use agreement and written agreement for use of any School District SEF funds. If, in the future, the City alters its formula for calculating the SEF, the Parties hereby agree to reexamine the terms of this Intergovernmental Agreement and enter into an amendment, if necessary, to revise and update any applicable terms and conditions.

3.3 As specified in section 9.02(d)(iii) of the Amended Reimbursement Agreement and as clarified by section 9.02(d)(iv) of the Amended Reimbursement Agreement, the Authority pledged to the Metro Districts the revenue produced by 75% of the levy of the School District upon the property tax increment portion of the assessment roll included in the Area within the boundaries of Palisade Metropolitan District No. 1. The Authority agrees to deposit into a separate account created for the School District the remaining 25% of the levy of the School District upon the property tax increment portion of the assessment roll for residential property included in the Area within the boundaries of Palisade Metropolitan District No. 1, to be used for School District purposes consistent with the Plan.

3.4 The City obtained an approximately 11 acre parcel in the Highlands subdivision to be used as a park/school, more specifically Lot 1 and Tract B of Highlands Filing No. 1 Replat A ("Park/School Parcel"). The City and School District agree to work together to develop all or a portion of the Park/School Parcel for a school, in accordance with the School District's then existing standards. After the School District has obtained appropriate funding for construction of school facilities and such funding is deemed acceptable to the City, the City will convey such portion of the Park/School Parcel as necessary for the school facilities in accordance with the School District's then existing standards. Subsequent to any said conveyance, if for any reason the School District does not construct the school facilities within fifteen (15) years following the conveyance date, the property conveyed for the school facilities will revert back to the City, unless the Parties mutually agree to an extension of this time period.



3.5 Commencing with any mill levy increase certified in levy year 2015 and thereafter, the Authority agrees to remit to the School District any TIF revenues generated by any such mill levy increase by the School District on property within the boundaries of the Metro Districts.

4.0 ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party.

6.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

7.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, drought, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

8.0 SECTION CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

10.0 AMENDMENT. This Agreement may be amended only by an instrument in writing signed by the Parties.

11.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

12.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

13.0 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

16.0 FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

17.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

18.0 SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

19.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

20.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

21.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

22.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other Party.

23.0 MINOR CHANGES. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement and attached exhibits as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the executing of the Agreement shall constitute the approval of such changes by the respective Parties.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 2015

*[Remainder of Page Left Blank Intentionally, Signature Page Follows]*



*[Signature Page to an Intergovernmental Agreement by and between the City and County of Broomfield, the Broomfield Urban Renewal Authority and the Saint Vrain Valley School District RE-1J regarding North Park West Urban Renewal Project]*

CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation  
and county

\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

BROOMFIELD URBAN RENEWAL  
AUTHORITY

\_\_\_\_\_  
Chair

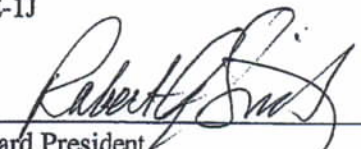
ATTEST:

\_\_\_\_\_  
City & County Clerk

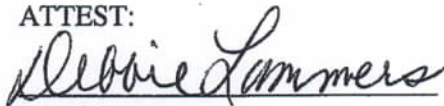
APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney

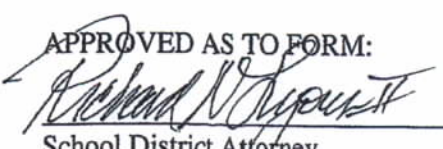
ST. VRAIN VALLEY SCHOOL DISTRICT  
RE-1J

  
\_\_\_\_\_  
Board President  
395 South Pratt Parkway  
Longmont, Colorado 80501

ATTEST:

  
\_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
School District Attorney

## MEMORANDUM

DATE: September 9, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Intergovernmental Agreement (IGA) Concerning Fair Contributions for Public School Sites Between the Town of Mead and the St. Vrain Valley School District RE-1J

RECOMMENDATION

That the Board of Education approve the IGA with the Town of Mead and further authorize the appropriate Board officers to sign the agreement.

BACKGROUND

On June 10, 2013, the Town of Mead updated their municipal code. The update included an increase to the Cash-in-lieu fees. The fees were increased to include raw water costs.

The Town Board action did not update the IGA. Over the past months, Mead and District staff has met to update the Mead IGA to include the updated fees and align the IGA with Mead's municipal code.

As with the original agreement, funds collected from this new IGA will be used solely for acquisition, development, or expansion of public school sites or for capital facilities planning, site acquisition, or school site capital outlay purposes within the senior high school feeder attendance area.

Based on the recent update to the land values, development costs and the inclusion of the raw water costs in the Mead/Weld County area, the existing fees will remain the same for new development:

## CIL Fees:

Single Family	\$970
Duplex/Triplex	\$846
Multi-family	\$589
Condo/Townhouse	\$347
Mobile Home	\$785

Att: Mead IGA  
Mead Municipal Code update 6/7/2013

**INTERGOVERNMENTAL AGREEMENT CONCERNING  
FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES  
BETWEEN THE TOWN OF MEAD AND  
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**

**EFFECTIVE May 29, 1996  
(Revised September 9, 2002)  
(Revised August 1, 2013)**



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**THIS AGREEMENT** is entered into by and between the Town of Mead, a municipal corporation, and the St. Vrain Valley School District RE-1J (School District), a political subdivision of the State of Colorado, to be effective as of the 29<sup>th</sup> day of May, 1996 (Revised the 9<sup>th</sup> day of September 2002) and (Revised the 1<sup>st</sup> day of August 2013).

### **RECITALS**

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. 29-20-105, for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

B. Growth in residential land development and the construction of new residential dwellings in the Town necessitates the acquisition of additional public school sites to accommodate the corresponding increases in the student population. Requiring land dedication or conveyance for public school sites or payments in lieu of land dedication or conveyance for public school sites (hereinafter collectively referred to as "Fair Contribution for Public School Sites") will provide a portion of the land to meet such demand.

C. To provide adequate public school sites to serve the Town residents of newly constructed residential dwelling units, it is appropriate that the School District and Town cooperate in the area of public school site acquisition by use of Fair Contribution for Public School Sites.

D. Requiring Fair Contribution for Public School Sites implements the goals and policies of the Town to make provision for public improvements in a manner appropriate for a modern, efficiently functioning city and to ensure that new development does not negatively impact the provision of municipal services.

E. It is a reasonable exercise of the power of local self-government to require Fair Contribution for Public School Sites as a method of ensuring that new residential construction and residential development bear a proportionate share of the cost of public school sites acquisition necessary to accommodate the educational service capacity demands of the residents who will be living in the new dwelling units.

F. Requiring Fair Contribution for Public School Sites for new residential construction and development is reasonable and necessary to protect, enhance, and preserve the public health, safety, and welfare of the Town's citizens.

G. The Town and School District, upon consideration of the impacts of new residential construction and residential land development on the ability of the School District to provide public school facilities in the Town, agree that it is in the best interests of the citizens of the Town to mutually enter into an intergovernmental agreement for the purpose of providing for Fair Contribution for Public School sites, as provided in this Agreement.

H. The Town and School District do hereby define the rights and obligations of each entity with respect to the planning, collection, and use of Fair Contribution for Public School Sites.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the Town and School District agree as follows:

## **1. School Site Coordination and Development Referrals**

a. The School District agrees to locate future public school sites in conformity with the adopted plan of the community, insofar as is feasible, and to consult with and advise the Town in writing in advance of public school sites acquisition and site development.

b. The Town shall refer to the School District all residential land development applications proposed within or affecting the St.Vrain Valley School District RE-1J attendance area (hereinafter referred to as the "residential land development applications") for review and comment concerning the adequacy of public school sites and facilities. The Town will consider the School District's comments in conjunction with the review and processing of each individual residential land development application, and will implement land dedication for public school sites or payments in lieu of land dedication for public school sites consistent with this Agreement and the municipal code then in effect. If a nonresidential land development application is filed with the Town that may have influence or effect on property owned by or activities of the School District, the Town shall also refer information pertaining to that application to the School District for review and comment. The School District agrees to promptly review the referred development application and promptly submit its comments, recommendations, and requests to the Town.

c. The School District shall consult with the Town on a site specific, case-by-case basis prior to the acquisition of any land or construction of any improvements thereon. The School District shall submit to the Town an advisory site plan detailing any proposed construction, and shall consider and respond to any issue(s) raised by the Town.

## **2. Methodology**

a. Contemporaneous with the Effective Date and the effective date of the Town municipal code amendment requiring Fair Contribution for Public School Sites, the Town agrees to enforce such municipal code amendment as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 5 below.

b. The School District has adopted a methodology dated August 5, 2002 (Methodology), to determine Fair Contribution for Public School Sites for five categories of dwelling units. The Parties agree the Methodology, attached and incorporated herein as Exhibit A, has been developed in a manner so as to fairly apportion the cost of acquiring public school sites made necessary by new residential development.

c. As part of the Methodology, the School District has adopted planning standards related to facility enrollment capacities, public school site acreage requirements, and student yields for each of five types of residential dwellings (single family homes, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes). The Town and School District agree that the Methodology is reasonable and the approved then-current Methodology shall apply to new residential construction within the Town. The Methodology shall be the basis for computing Fair Contribution for Public School Sites for new residential construction. The Town and School District agree that the Methodology adopted by the School District shall be periodically reviewed and revised to reflect the current standards and conditions within the School District.

d. Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but shall not be limited to, the following factors:

(1) School planning standards which establish the student yields and technical and educational specifications for facilities for each category of school facility (elementary, middle, and high school levels), consistent with the policy of the Board of Education of the School District;

(2) The capacity demand of each category of school facility resulting from each category of residential dwelling (single family, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes);

(3) The means for determining the per acre fair market value of land for each type of residential dwelling; and

(4) The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.

e. The Methodology shall be updated periodically as conditions warrant by the mutual consent of the Town and the School District. A copy of the updated Methodology shall be furnished to the Town within 30 days after its adoption by the School District. The Town shall hold a public hearing before revising the Methodology.

### **3. Fair Contribution for Public School Sites Requirement**

a. As Fair Contribution for Public School Sites, any person or entity, as part of an applicable residential land development application shall dedicate or convey land for a public school site to the School District, or in the event the dedication of land is not deemed feasible or in the best interests of the School District as determined by the Superintendent or designee, the School District may require a payment in lieu of land dedication or conveyance to the School District. The manner and amount of either type of Fair Contribution for Public School Sites shall be as stated in this Agreement and the incorporated Methodology. This shall not preclude the School District and any person or entity from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above. Should the School District and any person or entity resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above, the Town shall be notified of the details in advance of finalizing the agreement.

b. If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 3.a. above, the Town agrees before recording of the final plat to require proof that the dedication has been made to the School District in accordance with the following requirements:

(1) The person or entity has conveyed to the School District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication. The person or entity shall also enter into a contract for the sale and purchase of real property containing customary terms for the land which is being conveyed to or purchased by the School District.

(2) At the time of dedication or conveyance, the person or entity shall provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property. At the appropriate time, not later than the issuance of the first building permit for the land development project, the person or entity shall also pay or provide for the payment of one-half of street development costs, and shall either provide, or pay or make provision for the payment of the costs associated with making improvements for water, sewer, and utilities stubbed to the site, and overlot grading of the dedicated land. The person or entity shall also have furnished any off-site easements which the School District needs to develop the site.

(3) The lands being dedicated or conveyed to the School District shall be located and configured as directed by the School District.

(4) The person or entity conveying the land to the School District shall satisfy the applicable Water District's water rights dedication requirement prior to conveying the property to the School District

(5) In addition to conveyed or dedicated lands, the School District shall have the right to purchase adjacent lands at its fair market value so that the dedicated or conveyed and purchased lands together form a contiguous parcel which meets the School District's land area requirements listed in Exhibit A.

c. The Town agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 5 below, it will require proof that the Fair Contribution for Public School Sites, according to paragraph 3.a. or 3.b. above, has been received by the School District. The superintendent of the School District, or the superintendent's designee, shall provide such proof in a timely manner to the town manager of the Town, or the town manager's designee.

d. Nothing contained in this Agreement shall preclude the School District from commenting to the Town upon the adequacy of public school sites or facilities, necessary in its judgment, to serve the proposed residential land development project.

#### **4. Use of Fair Contribution for Public School Sites**

a. The School District shall hold or deposit in trust for public school sites all funds and interest it receives as Fair Contribution for Public School Sites, and all funds it may receive from the sale of land dedicated or conveyed as Fair Contribution for Public School Sites. The School District shall meet all requirements of C.R.S. §29-1-801 to -803, if applicable. The School District shall be solely responsible for each Fair Contribution for Public School Sites it receives. No Fair Contribution for Public School Sites shall constitute revenue of the Town under the provisions of Article X, Section 20 of the Colorado Constitution.

b. The School District shall use all funds it receives as Fair Contribution for Public School Sites solely for acquisition, development, or expansion of public school sites or for capital facilities planning, site acquisition, or school site capital outlay purposes within the senior high school feeder attendance area boundaries that include the residential dwelling unit for which the Fair Contribution for Public School Sites was paid. Subject to the limitations in this Agreement, the time for, nature, method, and extent of each public school site planning, acquisition, or development shall be within the sole discretion of the School District.

c. Except as otherwise provided in this Agreement, any funds received as Fair Contribution for Public School Sites which the School District has not used for acquisition or development of public school sites within 10 years of collection shall be tendered for refund, with interest earned and credited according to C.R.S. §29-1-801 to 803, to the person who made the Fair Contribution for Public School Sites. The School District shall give written notice by first-class mail to the person who made the Fair Contribution for Public School Sites at his or her address as reflected in the records maintained by the School District. If the person does not file a written claim for refund of the funds with the School District within 90 days' of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and surrendered to the Town for capital facilities or improvements that will benefit the residents for which Fair Contribution for Public School Sites funds were paid.

d. The School District may request the Town to extend the ten-year period of time specified in the previous subsection. Such request shall be made at a public hearing before the Town, which may for good cause shown, and in its discretion, extend such period of time as the Town deems reasonable and necessary. Prior to any such request, the School District shall notify all current residents affected by the request and advise such residents of the time and place of said public hearing. Such notification shall be satisfied by the School District's publication, at its expense, of a general notice of such meeting in a local newspaper of general circulation. Such publication shall run at least once in the daily and weekend issues of such newspaper. The School District shall also give written notice by first-class mail to the person who made the Fair Contribution For Public School Sites at such person's address as reflected in the records maintained by the School District.

**5. Exemptions From Fair Contribution for Public School Sites**

a. The following uses within the Town's boundaries shall be excepted from Fair Contribution for Public School Sites;

- (1) Construction of any nonresidential building or structure;
- (2) Alteration, replacement, or expansion of any legally existing building or structure with a comparable new building or structure which does not increase the number of residential dwelling units;
- (3) Construction of any building or structure for limited term stay or for long term assisted living, including, but not limited to, bed and breakfast establishments, boarding or rooming houses, family-care homes, group care homes, halfway houses, hotels, motels, nursing homes, or hospices; and
- (4) Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect.

**6. Annual Report, Accounting, and Audit**

a. The School District shall submit an annual report on or before March 1 of each year to the Town describing the School District's use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. This report shall also include:

- (1) A review of the assumptions and data upon which the Methodology is based, including student generation ratios, and attendance area boundaries;
- (2) Statutory changes or changes in the Methodology, including the School Planning Standards, and in School District policies related to acquisition or construction of school sites and facilities; and
- (3) Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.

b. After receipt of the report, the Town shall review it, considering those matters listed in the previous subsection, and complete its review within 90 days of receipt.

c. The School District shall establish and maintain a separate accounting system to ensure that all Fair Contribution for Public School Sites funds are used according to this Agreement.

d. The School District shall cause an audit to be performed annually of the Fair Contribution for Public School Sites funds it receives, uses, or expends under this Agreement. The audit shall be conducted according to the generally accepted accounting principles for governmental entities. A copy of said audit shall be furnished to the Town. The cost of the audit shall be paid for by the School District.

e. At any time the Town deems necessary, the School District shall honor the Town's request for an accounting from the chief financial officer of the School District concerning the School District's use of the Fair Contribution for Public School Sites.

**7. Term of Agreement**

The term of this Agreement shall commence on the Effective Date, and continue for a period of ten years thereafter unless renewed or extended by the mutual consent of the Town and the School District. However, either party may terminate this Agreement, at any time and for any reason, upon one year's written notice to the other party. In the event of any such termination, the School District shall, to the extent allowed by law, indemnify and hold the Town harmless from any and all claims, demands, actions, costs, expenses or other proceedings, concerning lands or funds held by or on deposit with the School District, including but not limited to the Town's reasonable attorneys' fees incurred in connection therewith, which the School District agrees to pay.

**8. Miscellaneous Provisions**

a. Faith and Credit. Neither party shall extend the faith or credit of the other to any third person or entity.

b. Amendments. This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

c. Notice. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town of Mead  
Attention: Town Manager  
P.O. Box 626  
Mead, CO 80542

St. Vrain Valley School District RE-11  
Attention: Superintendent  
395 South Pratt Parkway  
Longmont, Colorado 80501

Notice given by mail shall be effective upon receipt.

d. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Colorado.

e. Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Agreement.

f. Indemnification. The parties agree to cooperate in the defense of any claim or civil action that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District shall be responsible for its attorneys' fees and for the Town's reasonable attorney's fees and, to the extent allowed by law, for payment of any final monetary judgment entered against the Town in any such action. Upon receipt by the Town of any claim, or commencement of a civil action against the Town, the Town shall give the School District prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection herewith. Nothing contained in this Agreement shall constitute any waiver for the Town or the School District of the provisions of the Colorado Governmental Immunity



Act or other applicable immunity defense. This provision shall survive expiration and termination of the Agreement, and be enforceable until all claims are precluded by statutes of limitation.

g. Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

h. Compliance with Ordinances and Regulations. This Agreement shall be administered consistent with all current and future Town laws, rules, charters, ordinances, and regulations concerning land dedication or conveyance for public school sites, or payment in lieu of land dedication or conveyance for public school sites.

i. No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

j. No Third Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the School District receiving services or benefits under this Agreement shall be only an incidental beneficiary.

k. Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the Town or the School District, or a collection or payment guarantee by the Town to the School District. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.

l. Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement which shall be in full force and effect the day and year first above written.

**TOWN OF MEAD**

ATTEST:

\_\_\_\_\_ Mayor

\_\_\_\_\_ Town Clerk

Date:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Town Attorney

**ST. VRAIN VALLEY SCHOOL DISTRICT RE1J**

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education                      Date

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
School District Attorney

**TOWN OF MEAD, COLORADO  
ORDINANCE NO. 724**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING THE FOLLOWING SECTIONS OF THE *MEAD MUNICIPAL CODE*: SECTION 16-2-170, WITH REGARD TO PERIMETER FENCES AND WALLS ADJACENT TO FEDERAL AND STATE HIGHWAYS; SECTION 16-3-40 USE REGULATIONS, TABLE 3.1 PRINCIPAL USES ALLOWED, WITH REGARD TO FARMERS MARKETS; SECTION 16-3-50 SPECIFIC USE STANDARDS FOR FARMERS MARKETS; SECTION 16-3-80 DENSITY AND DIMENSIONAL STANDARDS; SECTION 16-3-120 CONDITIONAL USE REVIEW PROCESS; SECTION 16-4-60 PRELIMINARY PLAT; SECTION 16-4-70 FINAL PLAT; SECTION 16-4-100 SITE PLAN; SECTION 16-13-20 FAIR CONTRIBUTIONS FOR SCHOOL SITES.**

**WHEREAS**, the purpose of this amendment to the Land Use Code is to address various issues that have arisen since the adoption of the 2009 Land Use Code; and

**WHEREAS**, the Board of Trustees desires to regulate land use in a manner that promotes the public health, safety and general welfare;

**NOW THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

**Section 1.** Subsection 16-2-170 b (5), of the *Mead Municipal Code* is hereby amended by the addition of sub paragraph h. to read as follows:

“h. Fences adjacent to state or federal highways may be up to eight feet (8') in height.”

**Section 2.** Subsection 16-2-170, of the *Mead Municipal Code* is hereby amended by the renumbering of paragraph (7) as paragraph (8) and the insertion of a new paragraph (7) to read as follows:

“(7) Perimeter Fencing: Where perimeter fencing or walls are provided around a subdivision or development, such fences shall be subject to the following standards:

a. Fences and walls shall be constructed of durable, easily maintained materials such as, but not limited to, stone or simulated stone, metal, brick, vinyl, or treated, stained or painted wood sections. Chainlink, wire mesh, or other similar products shall be prohibited. In residential areas, light wire mesh may be attached to an open fence such as a wood, three (3) rail fence to keep pets and children from crossing through.

b. The "finished" side of the fence or wall shall face the adjacent street, trail, or open space.

c. Perimeter fencing shall include columns with a maximum spacing of fifty feet (50'). Individual columns shall be a minimum of two feet by two feet (2' x 2'), with a minimum of one foot (1') projecting in front of the fence towards the street. Columns shall include a cap detail for visual interest.



d. A minimum eight foot (8') buffer shall be provided between the back of a sidewalk and a fence or wall. Landscaping, including trees, shall be incorporated within the buffer to soften the appearance of the wall or fence.

e. No more than seventy five percent (75%) of any street frontage shall be occupied by the fence or wall.

f. The required twenty five percent (25%) openings in the fence or wall frontage shall serve to visually link intersecting streets, view corridors into and out of the development, pedestrian entryways, and parks or open space. Fences or walls that have a surface area that is not more than fifty percent (50%) opaque, hedges and screens composed of living plant material, or any land use with a wall or fence lower than forty two inches (42") may count toward the twenty five percent (25%) requirement."

**Section 3.** Section 16-3-40 of the *Mead Municipal Code* is hereby amended by the replacement of the "Farmer" Market/Flea Market" subcategories in Table 3.1 with the following subcategory:

"COMMERCIAL"		RESIDENTIAL						NON-RES				T	
Use Category	Specific Use Type	RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	Specific Use Standard	
Retail Sale & Services	"Farmer's Market/Flea Market						A	A	A	A	A	Subject to Site Approval."	

**Section 4.** Section 16-3-50 (7), of the *Mead Municipal Code* is hereby amended to read as follows:

"(7) Farmer's market/flea market. All farmer's market/flea markets within nonresidential zoning districts shall be subject to the standards listed below:

a. No booths, stalls or other display areas shall be placed or maintained within any required setback.

b. Sanitary facilities shall be provided on site.

c. All items for sale shall be stored indoors (or within an approved screened storage area) or removed from the site at the close of each business day. Farmer's markets/flea markets shall not be open for business in excess of sixteen (16) hours per day.

d. No items other than those available for retail sale may be stored on the premises unless confined within an approved screened storage area."

**Section 5.** Section 16-3-80, Table 3-3 of the *Mead Municipal Code* is hereby amended to read as follows:

“Table 3-3 Density and Dimensional Standards

Zoning District	Density (Dwelling Units per Acre)		Minimum Lot Size (net) <sup>7</sup>		Min. Street Frontage <sup>4</sup> (Feet)	Minimum Setbacks Principal/Accessory <sup>9</sup>			Max. Lot Coverage (%)	Max FAR <sup>5</sup>	Max Building Size <sup>3</sup> (Sq.Ft.)	Max. Height (Feet)
	Max.	Min.	Area (Sq.Ft.)	Width (Ft.)		Street <sup>1</sup> (Feet)	Side <sup>2</sup> (Feet)	Rear (Feet)				
Residential Zoning Districts												
RSF-E	1 per 2.5 Ac.	na	2.5 Ac	100	50	20/25	15/5	25/10	15	na	na	35/30
RSF-1	1.0	2.5	43,560	100	50	20/25	15/10	30/10	20	na	na	35/30
RSF-4	4	2	7,000 <sup>7</sup>	75	50	20/25	7/5	25/10	50	na	na	35/30
RMF-8	8	4	5,000 <sup>7</sup>	50	20	20/25	See Note 10	25/10	70	0.45	na	35/30
RMF-14	14	8	4,000 <sup>7</sup>	40	20	20/25	5/5	25/10	75	0.75	na	47
Non-Residential Zoning Districts												
DMU	14	na	5,000	50	na	0/0 <sup>11</sup>	0/0 <sup>6</sup>	0/0 <sup>6</sup>	100	4.00	15,000	40
HC	8	na	7,500	50	na	20/25	0/0	0/0 <sup>6</sup>	75	0.50	na	40
GC	8	na	1 ac	50	na	20/25	0/0	0/0 <sup>6</sup>	80	0.50	125,000 per business use	40
LI	8	na	1 ac	100	na	20/25	0/0	25/25	80	0.25	na	40
Rural Zoning District												
AG	1 per 5 Ac.	na	na	na	na	na	na	na	na	na	na	na

Notes to Table 3-3

- Garages with street facing doors shall be setback 23 feet from the street property line in all urban residential zones.
- Side setbacks for accessory structures apply to those that are located on the rear half of the lot. Principal setbacks apply to accessory structures that are not located on the rear half of the lot.
- Buildings in excess of stated maximum size limits may be approved in accordance with the Conditional Use Permit procedures in this Code.
- Minimum street frontage on cul-de-sac reduced to 30 feet.
- FAR= Floor Area Ratio .
- 10-foot setback if abutting a residential zone or use.
- In RSF-4 and all RMF districts the minimum lot area is required for each dwelling unit.
- A Principal structure is defined as the structure containing the principal use on the property including structures which are attached to and architecturally integrated with the principal structure. An accessory structure is defined in other sections of this Code.
- RMF-8 Side yard setbacks for single family residences require a minimum of 5 feet from side lot line on one side and a minimum of 10 feet from side lot line on the other side retaining a minimum separation between adjacent principal structures of 15 feet. Accessory structures may be located 3 feet from side lot. Multi-family setbacks for principal structures are 20 feet minimum from one side yard property and a minimum of 5 feet from the other side property line retaining a required minimum separation of 25 feet between multi-family principal structures on adjacent lots. Accessory structures to multi-family structures must be set back 5 feet from the property line.
- In DMU districts the minimum street setback for residential property is 20/25.
- General Note: See the Alternative Residential Development Standards of this Code for additional information regarding Flagpole Lots, Attached Housing, Zero Lot Line and Cluster Development.”

**Section 6.** Section 16-3-120 (c) (4), of the *Mead Municipal Code* is hereby amended to read as follows:

“(4) Step 4: Planning Commission public hearing and recommendation. The Planning Commission shall hold a public hearing to review the application based on the on the conditional use review criteria. The Planning Commission shall then make a recommendation to the Board of Trustees to approve, conditionally approve, or deny the application.”

**Section 7.** Section 16-4-60 (b) (4), of the *Mead Municipal Code* is hereby amended to read as follows:

“(4) Step 4: Refer application to parties in interest. The Town shall specify the specific information to be included in the referral packets. Referrals should be mailed by certified mail at least fifteen (15) days prior to the date scheduled for the initial public hearing at Planning Commission.”

**Section 8.** Section 16-4-70 (a) (3), of the *Mead Municipal Code* is hereby amended to read as follows:

“(3) Step 3: Refer application to parties in interest. The Town shall specify the specific information to be included in the referral packets. Referrals should be mailed by certified mail at least fifteen (15) days prior to the date scheduled for the initial public hearing at Planning Commission.”

**Section 9.** Section 16-4-100 (1) e, of the *Mead Municipal Code* is hereby amended to read as follows:

“e. Step 5: Refer application to parties in interest. The Town shall specify the specific information to be included in the referral packets. Referrals should be mailed by certified mail at least fifteen (15) days prior to the date scheduled for the initial public hearing at Planning Commission.”

**Section 10.** Section 16-13-20 (7) of the *Mead Municipal Code* is hereby repealed in its entirety and reenacted to read as follows:

“(7) The following Tables 1 through 5, contain School Planning Standards and Calculations of In Lieu Fees, shall be used to determine the Fair Contribution for Public School Sites required for the various occupancies addressed in such tables:

**School Planning Standards and Calculations of In-Lieu Fees**

**Table 1**

<b>Single-Family School Planning Standards</b>							
	<b>Number of Units</b>	<b>Projected Student Yield</b>	<b>Student Facility Standard</b>	<b>Site Size Standard Acres</b>	<b>Acres of Land Contribution</b>	<b>Developed Land Value</b>	<b>Cash-in-Lieu Contribution</b>
Elementary	100	0.22 22	525	10	0.42	\$80,117	
Middle Level	100	0.1 10	750	25	0.33	\$80,117	
High School	100	0.11 11	1200	50	0.46	\$80,117	
<b>Total</b>		<b>43</b>			<b>1.21</b>	<b>\$80,117</b>	<b>\$96,999</b>
Single Family Student Yield is 0.43							\$970/Unit

**Table 2**

<b>Duplex/Triplex Family School Planning Standards</b>							
	<b>Number of Units</b>	<b>Projected Student Yield</b>	<b>Student Facility Standard</b>	<b>Site Size Standard Acres</b>	<b>Acres of Land Contribution</b>	<b>Developed Land Value</b>	<b>Cash-in-Lieu Contribution</b>
Elementary	100	0.2 20	525	10	0.38	\$80,117	
Middle Level	100	0.09 11	750	25	0.30	\$80,117	
High School	100	0.09 9	1200	50	0.38	\$80,117	
<b>Total</b>		<b>38</b>			<b>1.06</b>	<b>\$80,117</b>	<b>\$84,600</b>
Single Family Student Yield is 0.38							\$846/Unit

**Table 3**

<b>Multi-Family School Planning Standards</b>							
	<b>Number of Units</b>	<b>Projected Student Yield</b>	<b>Student Facility Standard</b>	<b>Site Size Standard Acres</b>	<b>Acres of Land Contribution</b>	<b>Developed Land Value</b>	<b>Cash-in-Lieu Contribution</b>
Elementary	100	0.15 15	525	10	0.29	\$80,117	
Middle Level	100	0.06 8	750	25	0.20	\$80,117	
High School	100	0.06 2	1200	50	0.25	\$80,117	
<b>Total</b>		<b>25</b>			<b>0.74</b>	<b>\$80,117</b>	<b>\$58,943</b>
Multi-Family Student Yield is 0.25							\$589/Unit

**Table 4**

<b>Condo/Townhouse School Planning Standards</b>							
	<b>Number of Units</b>	<b>Projected Student Yield</b>	<b>Student Facility Standard</b>	<b>Site Size Standard Acres</b>	<b>Acres of Land Contribution</b>	<b>Developed Land Value</b>	<b>Cash-in-Lieu Contribution</b>
Elementary	100	0.07 7	525	10	0.13	\$80,117	
Middle Level	100	0.04 4	750	25	0.13	\$80,117	
High School	100	0.04 4	1200	50	0.17	\$80,117	
<b>Total</b>		<b>15</b>			<b>0.43</b>	<b>\$80,117</b>	<b>\$34,717</b>
Condo/Townhouse Student Yield is 0.29							\$347/Unit

**Table 5**

<b>Mobile Home School Planning Standards</b>							
	<b>Number of Units</b>	<b>Projected Student Yield</b>	<b>Student Facility Standard</b>	<b>Site Size Standard Acres</b>	<b>Acres of Land Contribution</b>	<b>Developed Land Value</b>	<b>Cash-in-Lieu Contribution</b>
Elementary	100	0.16 16	525	10	0.30	\$80,117	
Middle Level	100	0.09 9	750	25	0.30	\$80,117	
High School	100	0.09 9	1200	50	0.38	\$80,117	
<b>Total</b>		<b>34</b>			<b>0.98</b>	<b>\$80,117</b>	<b>\$78,496</b>
Mobile Home Student Yield is 0.42							\$785/Unit"

**Section 11. Effective Date.** This ordinance shall be published and become effective as provided by law.

**Section 12. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.



**Section 13. Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

**Section 14. Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 10th DAY OF June, 2013.**

**ATTEST:**

By Linda Blackston  
Linda Blackston, CMC, Town Clerk

**TOWN OF MEAD**

By Richard W. Macomber  
Richard W. Macomber, Mayor



## MEMORANDUM

DATE: September 9, 2015  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Request to Grant Exception to Conflict of Interest Policy

RECOMMENDATION

That the Board of Education allow an exception to the current Conflict of Interest Policy GBEA-1. This exception would enable Janet Berger, a Science teacher at Coal Ridge Middle School, to sell a used cello to Coal Ridge 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."

Janet Berger is employed by the District as a Science teacher at Coal Ridge Middle School. She has a used cello that she is willing to sell to the Coal Ridge Orchestra Program for student use for \$800. Since Janet Berger is an employee and she owns the cello, we are requesting a waiver from Policy GBEA-1 to purchase the cello for the Orchestra Program.

The administration recommends approval of this exception.

## MEMORANDUM

DATE: September 9, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of Annual Maintenance (SmartNet) for Cisco Network Products

RECOMMENDATION

That the Board of Education approve the purchase of Annual Maintenance (SmartNet) for Cisco Network Products in an amount of \$267,500.01 from En Pointe Technologies Sales, LLC.

BACKGROUND

SmartNet Maintenance provides the District technical support on all Cisco products and the ability to monitor and resolve network issues.

The Purchasing Department issued Bid No. 2016-006 for Annual Maintenance (SmartNet) for Cisco Network Products on August 5, 2015. Five (5) responses were received on August 20, 2015. Award is recommended to the low responsive and responsible vendor, En Pointe Technologies Sales, LLC.

En Pointe Technologies Sales, LLC	Crossconnect Engineering	Lewan & Associates
\$267,500.01	\$269,098.44	\$270,448.42
Global Technology Resources, Inc.	Venture Technologies	
\$277,727.87	\$277,738.45	