

NOTICE OF REGULAR MEETING AND AGENDA



November 11, 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:

5. BOARD/SUPERINTENDENT REPORTS:

6. REPORTS:

1. Frederick High School Advisory Council Feeder Report

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the October 14, 2015 Regular Meeting, the October 20, 2015 Joint Meeting with the City of Longmont, the October 21, 2015 Study Session, and the October 28, 2015 Regular Meeting
4. Approval: Approval of Increase in Construction Manager/General Contractor (CMGC) Contract-Indian Peaks Elementary Renovation Project

8. ACTION ITEMS:

1. Recommendation: Adoption of Resolution Proclaiming American Education Week, November 16-20, 2015
2. Recommendation: Adoption of Board Policy Manual Sections E and G and Board Policies LDA and LDA-R
3. Recommendation: Approval of the Town of Firestone Urban Renewal Authority Intergovernmental Agreement
4. Recommendation: Approval of New District Directors and Oath of Office for New Board Members
5. Recommendation: Election of Board President
6. Recommendation: Election of Board Vice President
7. Recommendation: Appointment of Secretary of the Board
8. Recommendation: Appointment of Assistant Secretary of the Board
9. Recommendation: Appointment of Treasurer of the Board

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10. Recommendation: Appointment of Assistant Treasurer and Secretary to the Board
11. Recommendation: Approval of Signature Authorization

9. DISCUSSION ITEMS:

1. Board Member Signing of Code of Ethics/Confidentiality Affidavit

10. ADJOURNMENT:

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

Wednesday, November 18	6:00 – 8:00 pm Study Session
Wednesday, December 9	7:00 pm Regular Meeting
Monday, December 14	6:00 – 8:00 pm Special Meeting

MEMORANDUM

DATE: November 11, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

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

PURPOSE

To provide students the opportunity to practice leadership skills and report out on the successes of the Frederick High School Feeder 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 nine years ago so that students could give input to the superintendents about what students were feeling about the District.

November 11, 2015
Terminations/Leaves of Absence

7.1

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL								
8/24/2015	Peters, Rebecca	Specialist, Program Manager / Innovation Center / RTTT	X						
	LICENSED								
9/2/2015	Alvarez, Olivia	Teacher, Kindergarten / Timberline Elementary School	X						
9/18/2015	Dominguez, Andrea	Teacher, Grade 4 / Hygiene ES				X			
9/24/2015	Falkenberg Gorenstein, Ann	Teacher, English / Longmont HS		X	X				
12/9/2015	Hammond, Chelsea	Teacher, Grade 2 / Eagle Crest ES	X						
10/12/2015	Haskins, Scott	Teacher, Social Studies / Sunset MS	X						
10/30/2015	Hogan, Julia	Social Worker / Main Street	X						
9/14/2015	Jensen, Korine	Teacher, Science / Olde Columbine HS		X	X				
8/14/2015	Kassatly, Andrew	Psychologist Intern / Student Services		X	X				
8/14/2015	Koelemay, Fon	Speech & Language Pathologist / Student Services		X	X				
12/31/2015	Kunick-Bosch, Robyn	Teacher, Computer Tech/Math / Sunset MS					X		
8/12/2015	Lever, Anna	Teacher, Social Studies / Frederick HS	X						
11/20/2015	Love, Karen	Teacher, SE / Northridge ES					X		
9/29/2015	Mehnert, Stephanie	Dean of Students / Legacy Elementary School	X						
8/14/2015	Mourer, Elizabeth	Instructional Coach / Timberline PK-8	X						
11/30/2015	Neilands, Eileen	Instruction Program Consultant / Student Services					X		
9/28/2015	Orihuela, Maribel	Teacher, Kindergarten / Indian Peaks ES	X						
8/21/2015	Pieper, Desiree	Teacher, Social Studies / Frederick HS	X						
8/14/2015	Salinas, Lori	Teacher, Literacy / Sanborn ES	X						
8/31/2015	Sapir, Jesse	Teacher, Grade 3 / Burlington ES	X						
10/5/2015	Smith, Scott	Teacher, Grade 5 / Burlington ES	X						
8/19/2015	Stoll, Leah	Teacher, Grade 3 / Hygiene ES	X						
9/16/2015	Villarreal, Steven	Teacher, Social Studies / Trail Ridge MS	X						
9/28/2015	Zahn, Rebecca	Counselor/Interventionist / Frederick HS	X						
	CLASSIFIED								
7/10/2015	Aquirre, Epifanio	Custodian / Coal Ridge MS	X						
10/30/2015	Ayala, Alicia	Nutrition Services Worker / Alpine ES						X	11 Years
10/12/2015	Befus, Paul D	Refrigeration Technician / O & M	X						
10/28/2015	Carter, Sabine	Custodian / Spark					X		
11/5/2015	Danielson, Kara	Paraeducator, SE / Thunder Valley K-8					X		
11/18/2015	Deeter, Randy	Delivery Driver / Warehouse	X						
8/27/2015	Edson, Ryan	Childcare Director / Fall River ES		X	X				
10/22/2015	Fischer, Geri	Paraeducator, Instructional / Erie ES					X		

*Will work a 110 Day Contract for 2015-16

November 11, 2015
Terminations/Leaves of Absence

7.1

[illegible]

*Will work a 110 Day Contract for 2015-16

November 11, 2015
Staff Appointments

7.2

[illegible]

MEMORANDUM

DATE: November 11, 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 October Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes of the October 14, 2015 Regular Meeting, the October 20, 2015 Joint Meeting with the City of Longmont, the October 21, 2015 Study Session, and the October 28, 2015 Regular Meeting.

MEMORANDUM

DATE: November 11, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Increase in Construction Manager/General Contractor (CMGC) Contract for Indian Peaks Elementary Renovation Project

RECOMMENDATION

That the Board of Education approve an increase of \$18,000 to the Construction Manager/General Contractor (CMGC) contract with FCI Constructors, Inc., for the Indian Peaks Elementary Renovation Project. 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

On November 12, 2014, the Board of Education approved the Indian Peaks Elementary Renovation Project for \$1,200,000. The scope of work was changed to include additional painting, additional LED lighting, and a complete renovation of the preschool to meet current licensing standards. The additional items were added to the construction contract which resulted in an increase of approximately \$18,000. The final contract amount will be \$1,218,000 with this change.

Funding for the additional scope of work is available from the 2008 Bond, Capital Reserve, and preschool mill levy funds.

MEMORANDUM

DATE: November 11, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Resolution Proclaiming American Education Week, November 16-20, 2015

RECOMMENDATION

That the Board of Education approves the resolution proclaiming November 16-20, 2015 as American Education Week.

BACKGROUND

To make our schools the best they can be requires a commitment from every member of the community, from retired citizens to parents, from business leaders to school board members. The goal of American Education Week is to increase public understanding and appreciation of the nation's schools, to encourage parents and non-parents to visit schools, and to build civic and community pride and support education.

The first observation of American Education Week took place in 1921 and was sponsored by the American Legion and the National Education Association. A year later, the U.S. Office of Education (now the U.S. Department of Education) joined the effort as a sponsor, and the National PTA followed in 1938.

Today, the list of sponsors also includes the following national organizations: National PTA, American Legion, American Association of School Administrators, National School Boards Association, American Federation of Teachers, American School Counselors Association, Council of Chief State School Officers, National School Public Relations Association, National Association of State Board of Education, National Association of Elementary School Principals, and the National Association of Secondary School Principals.

RESOLUTION

AMERICAN EDUCATION WEEK November 16-20, 2015

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility, and equality; and

WHEREAS, by equipping young Americans with both practice skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, education employees – be they custodians or teachers, bus drivers or librarians – work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders and elected officials in a common enterprise; and

WHEREAS, our nation is celebrating the week of November 16-20, 2015 as **AMERICAN EDUCATION WEEK**. In the St. Vrain Valley Schools, we encourage community members to support our local schools by participating in school-sponsored activities and by volunteering to help with those activities.

BOARD OF EDUCATION

John Ahrens
John Creighton
Debbie Lammers
Paula Peairs
Mike Schiers
Joie Siegrist
Robert J. Smith

SUPERINTENDENT OF SCHOOLS

Dr. Don Haddad

MEMORANDUM

DATE: November 11, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of District Board Policy Manual Sections E and G and Board Policies LDA and LDA-R

RECOMMENDATION

That the Board of Education approve District Board Policy Manual Sections E and G, and Board Policies LDA and LDA-R.

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 consult on its Board Policy Manual Overhaul Project. CASB representatives reviewed each of the current District policies and identified areas where policy changes should be considered.

Following receipt of CASB's monthly policy section revisions, the Board Policy Review Committee met with administrative department leaders and an attorney for the District to review each policy and finalize change recommendations. The Committee consisted of three Board members, and their meetings were publicly posted weekly over the course of the two years.

Following the conclusion of the Committee's meetings, edits were submitted to CASB to prepare updated policy documents. Committee members performed a final review of all CASB prepared documents prior to submission to the Board of Education for approval.

Policy manual sections E and G and Board Policies LDA and LDA-R have been finalized. A detailed index including a list of all current and proposed policies for each Section is included in this Board packet.

Recommended changes to policies or new policies reflect current state statute and/or District best practices. The Committee also intended to create updated policies that are meaningful to the public and useful tools for staff and students. Board policies recommended for repeal reflect outdated practice or law, are a restatement of current law (which is not necessary to repeat in policy), are more appropriately maintained at the administrative/procedural level, are duplicative and should be consolidated with

overlapping policies, or are being moved (and re-coded) to a more logical user-focused location within the policy manual. Policies deemed administrative will be retained as procedures and posted in various District publications such as websites, handbooks, guidelines, and other parent notifications.

All changes to Section J were approved at the June 24, 2015 Regular Board Meeting. Sections A, B, C, D, F, H, I, K and L were all approved at the October 28, 2015 Regular Board Meeting. Four policies are pending final Committee review of policy owner edits (IHBK, IHBK-R, IJOC, IJOC-E). Board Policy IHA was approved to remain in Section I until IHBK and IHBK-R are completed.

Policy Review Executive Summary

Policy Section	Start	Updated*	Repealed	New	Total	Declined	
A - Foundations and Basic Commitments	21	12	9	1	13	6	BOE approved 10/28/15
B - Board Governance and Operations	52	26	26	5	31	2	BOE approved 10/28/15
C - General School Administration	16	10	6	1	11	1	BOE approved 10/28/15
D - Fiscal Management	44	22	22	3	25	4	BOE approved 10/28/15
E - Support Services	64	37	27	5	42	5	Approval requested 11/11/15
F - Facilities Planning and Development	24	18	6	1	19	1	BOE approved 10/28/15
G - Personnel	66	39	27	8	47	21	Approval requested 11/11/15
H - Negotiations	9	2	7	0	2	1	BOE approved 10/28/15
I - Instruction	73	29	44	6	35	4	BOE approved 10/28/15
J - Students	125	88	37	7	95	24	BOE approved 6/24/15
K - School-Community-Home Relations	39	22	17	4	26	2	BOE approved 10/28/15
L - Education Agency Relations	7	5	2	2	7	4	BOE approved 10/28/15
	540	310	230	43	353	75	
		57%	43%				

Align with current law			
Reflect current/best practice			
Clear communication for public			
Effective tool for staff/students			

Outdated law or practice			
Restatement of the law			
Not necessary at Board policy level; recommended at administrative level			
Consolidate policies			
Recoded to better index policy location			

* Policies GCOE, GCE/GCF-R and GDE/GDF-R are excluded from requested Board approval of section G, pending final approval of owner edits.

Policies IHA, IHBK, IHBK-R, IJOC, IJOC-E were excluded from Board approval of sections I and L on 10/28/15.

Excluded policies will remain unchanged until further Board approval is requested.

Policy Review Executive Summary

Policy	Title	Recommendation
Section A	Foundations and Basic Commitments - approved by BOE 10/28/15	
Section B	Board Governance and Operations - approved by BOE 10/28/15	
Section C	General School Administration - approved by BOE 10/28/15	
Section D	Fiscal Management - approved by BOE 10/28/15	
Section E	Support Services	
EB	Environmental and Safety Program	Repeal
EBAB	Hazardous Materials	Update
EBAB-R	Hazardous Materials	Update
EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids)	Update
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)	Update
EBBB	Accident Reports	Update
EBCB	Safety Drills and Exercises	Update
EBCB-R	Safety Drills	Update
EBCB-E	Record of Fire Evacuation Drill	Update
EBCE	School Closings and Cancellations	Update
EC	Buildings/Grounds/Property Management	Decline
ECA/ECAB	Security/Access To Buildings	Accept/Required
ECAB	Access to District Facilities	Repeal
ECAB-R	Access to District Facilities	Repeal
ECAC	Vandalism	Update
ECAD	School and Personal Property Replacement/Restitution	Repeal
ECF	Energy Conservation (And Energy Management)	Repeal
ECG*	Vehicle Idling	Repeal
EDA	Materials and Equipment Receiving and Warehousing	Repeal
EDA-R	Materials and Equipment Receiving and Warehousing	Repeal
EDB	Maintenance and Control of Materials and Equipment	Repeal
EDC	Authorized Use of School-Owned Materials or Equipment	Repeal
EEA	Student Transportation	Update
EEA-R	Student Transportation Services (Transportation Fee)	Decline
EEAA	Walkers and Riders	Update
EEAC	Bus Scheduling and Routing	Update
EEAE	Bus Safety Program	Accept
EEAEA	School Transportation Vehicle Operator Requirements and Training	Update
EEAEAA	Drug and Alcohol Testing for CDL Drivers	Update/Required
EEAEAA-R	Drug and Alcohol Testing for CDL Drivers	Update/Required
EEAEC	Student Conduct on School Buses	Repeal
EEAEC-R	Student Conduct on School Buses	Repeal
EEAEF*	Video Cameras on Transportation Vehicles	Accept

Policy Review Executive Summary

EEAEF*-R	Video Cameras on Transportation Vehicles (Regulation)	Decline
EEAEF*-E	Notice to Students and Parents/Guardians Regarding the Use of Video Recorders on School Buses (Exhibit)	Decline
EEAEG	Use of Wireless Communication Devices by School Transportation Vehicle Operators	Update/Required
EEAFA	Extracurricular Activity Buses/Field Trips/Special Events Transportation	Update
EEAFA-R	Extracurricular Activity Buses/Field Trips/Special Events Transportation	Update
EEAFB	Use of School Buses by Community Groups	Update/Required
EEAFB-R	Use of School Buses by Community Groups	Update
EEAG	Student Transportation in Private Vehicles	Update
EEAG-E	Form for Drivers of Private Vehicles	Update
EEAG-R	Student Transportation in Private Vehicles	Update
EEAH	Student Transportation Insurance	Repeal
EEBA	School Owned Vehicles	Update
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles	Update
EF	Food Services	Update
EFAA	Use of Surplus Commodities	Repeal
EFC	Free and Reduced-Price Food Services	Update
EFC-E	Letter to Parent/Free and Reduced-Price Meals Application	Repeal
EFC-R	Free and Reduced-Price Food Services	Repeal
EFEA*	Nutritious Food Choices	Accept/Required
EFEA*-E	Nutritious Food Choices	Decline
EGAD	Copyright Compliance	Update
EGAD-R	Copyright Compliance	Repeal
EGAE	Mail and Delivery Services	Repeal
EGAEA	Electronic Communication	Update/Required
EGAEA-R	Monitoring Public Electronic Mail Records	Repeal
EH	Data Management	Repeal
EH-R	Data Management	Repeal
EHB	Records Retention	Update
EHC	Technology, Access and Digital Communication	Repeal
EHC-E-1	Responsible Use Guidelines for Technology, Access and Digital Communications (Staff)	Repeal
EHC-E-2	Student Responsible Use Guidelines Technology, Access and Digital Communication	Repeal
EHC-E-3	Responsible Use Guidelines for Technology, Access and Digital Communications (Non-Staff)	Repeal
EHC-R	St. Vrain Valley School District Terms, Conditions and Responsible Use Guidelines	Repeal
EI	Insurance Program/Risk Management	Update
EIB	Liability Insurance	Repeal
EID	Compliance with HIPAA	Update
EIE	Compliance with Affordable Card Act	Accept
EJ	Service Animals	Update
EJ-R	Service Animals	Update
EJ-E-1	Appendix A, Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required)	Update
EJ-E-2	Appendix B, Service Animal/Miniature Horse Agreement	Update
Section F	Facilities Planning and Development - approved by BOE 10/28/15	

Policy Review Executive Summary

Section G	Personnel	
GBA	Open Hiring/Equal Employment Opportunity and Affirmative Action	Update/Required
GBAA	Sexual Discrimination and Harassment	Update/Required
GBB	Staff Involvement in Decision-making	Decline
GBEA	Staff Ethics/Conflict of Interest	Update
GBEA-E	Staff Ethics/Conflict of Interest	Accept
GBEA-1	Staff Ethics/Conflict of Interest	Repeal
GBEA-2	Staff Ethics/Conflict of Interest (Certified Personnel)	Repeal
GBEB	Staff Code of Conduct (And Responsibilities)	Update/Required
GBEBA	Staff Dress Code	Update/Required
GBEBC	Gifts to and Solicitations by Staff	Update
GBEC	Drug-Free Workplace (Drug and Alcohol Use by Staff Members)	Update/Required
GBEC-E	Employee Acknowledgement Form - Drug-Free Workplace Policy Statement	Update
GBEE*	Staff Responsible Use of the Internet and Electronic Communications	Accept/Required
GBEE*-E	Staff Use of the Internet and Electronic Communications	Decline
GBEE-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines	Update
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement	Update
GBEE-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement	Update
GBEF	Weapons in the Workplace	Update
GBG	Liability of School Personnel/Staff Protection	Update
GBGA	Staff Health (And Physical and Mental Health Examination Requirements)	Update
GBGA-R	Staff Health (Staff Members with HIV/AIDS/Communicable Diseases)	Update
GBGAA*	Staff Training in Crisis Prevention and Management	Decline
GBGAB	First Aid Training	Update
GBGB	Staff Personal Security and Safety	Update/Required
GBGC	Staff Benefits	Update
GBGD	Workers Compensation	Update
GBGE	Staff Maternity/Paternity/Parental Leave	Repeal
GBGF	Federally-Mandated Family and Medical Leave	Accept
GBGF-R	Federally-Mandated Family and Medical Leave	Accept
GBGG	Staff Sick Leave	Decline
GBGH	Sick Leave Bank	Decline
GBGI	Staff Military Leave	Update
GBGJ	Staff Bereavement/Extended/Personal Leaves	Repeal
GBGK	Staff Civic Duty Leave	Update
GBGL	Staff Victim Leave	Decline
GBJ	Personnel Records and Files	Update
GBJA*	Disclosure of Information to Prospective Employers	Repeal
GBK	Staff Concerns/Complaints/Grievances	Update
GBK-R	Staff Concerns/Complaints/Grievances	Decline
GBK-E	Grievance Form	Repeal
GBL	Staff Schedules and Calendars	Repeal

Policy Review Executive Summary

GBM	Staff Assignments and Transfers	Repeal
GBQA	Staff Reduction in Force	Repeal
GC	Professional Staff	Decline
GCA	Professional Staff Positions	Repeal
GCAB	Administrative Staff Positions	Repeal
GCB	Professional Staff Contracts/Compensation/Salary Schedules	Repeal
GCB-E-1	Teaching Contract	Repeal
GCB-E-2	Administrative Contract	Repeal
GCB-E-3	Non-Licensed Administrative Contract	Repeal
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules	Accept
GCBC	Professional Staff Supplementary Pay Plans/Overtime	Repeal
GCCA	Instructional Staff Annual Leave	Repeal
GCCB	Administrative Staff Sick Leave	Repeal
GCE/GCF	Professional Staff Recruiting/Hiring	Update/Required
GCE/GCF-R	Professional Staff Hiring	Update
GCFA	Hiring of Instructional Staff/Portability of Non-probationary Status	Accept
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff	Update
GCHA/GCHB	Mentor Teachers/Administrators	Decline
GCHC	Professional Staff Induction Program	Decline
GCI	Professional Staff Development	Update
GCID	Professional Staff Training, Workshops and Conferences	Decline
GCKA	Instructional Staff Assignments and Transfers	Decline
GCKAA*	Teacher Displacement	Accept/Required
GCKB	Administrative Staff Assignments and Transfers	Decline
GCL	Professional Staff Schedules and Calendars	Decline
GCO	Evaluation of Licensed Personnel	Accept/Required
GCO-R	Evaluation of Licensed Personnel	Decline
GCOA	Evaluation of Instructional Staff	Repeal
GCOC	Evaluation of Administrative Staff	Repeal
GCOE*	Evaluation of Evaluators	Update
GCQA	Instructional Staff Reduction in Force	Decline
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff	Update
GCQC/GCQD-R	Resignation of Instructional Staff/Administrative Staff	Decline
GCQF	Discipline, Suspension and Dismissal of Professional Staff (and Contract Nonrenewal)	Update
GCQF-R	Discipline, Suspension and Dismissal of Professional Staff (and Contract Nonrenewal)	Decline
GCRD	Tutoring for Pay	Repeal
GCS	Professional Research and Publishing	Update
GCS-E	Application for Conducting Research	Repeal
GCS-R	Procedures and Standards for Conducting Research	Repeal
GD	Support/Classified Staff	Decline
GDA	Support Staff Positions	Update
GDA*	Title I Paraprofessionals	Decline
GDB	Support Staff Compensation/Salary Schedules	Repeal

Policy Review Executive Summary

GDBA	Support Staff Compensation/Salary Schedules	Update
GDBC	Support Staff Supplementary Pay/Overtime	Repeal
GDCA	Support Staff Annual Leave	Repeal
GDD	Support Staff Vacations and Holidays	Decline
GDE/GDF	Support Staff Recruiting/Hiring	Update/Required
GDE/GDF-R	Support Staff Recruiting/Hiring	Update
GDG	Part-Time and Substitute Support Staff Employment	Update
GDLA	Support Staff Emergency Closure	Repeal
GDO	Evaluation of Support Staff	Update
GDQB	Resignation of Support Staff	Update
GDQD	Discipline, Suspension and Dismissal of Support Staff	Update
Section H	Negotiations - approved by BOE 10/28/15	
Section I	Instruction - approved by BOE 10/28/15	
Section J	Students - approved by BOE 6/24/15	
Section K	School-Community-Home Relations - approved by BOE 10/28/15	
Section L	Education Agency Relations - approved by BOE 10/28/15	
LDA	Student Teaching and Internships	Update
LDA-R	Student Teaching and Internships	Repeal

MEMORANDUM

DATE: November 11, 2015

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Town of Firestone Urban Renewal Authority (FURA)
Intergovernmental Agreement regarding the Central Firestone Urban
Renewal Area

RECOMMENDATION

That the Board of Education approve the Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District to ensure the 2008 and 2012 mill levy overrides, bond redemption mills, and all future local school election revenue will be protected from the Tax Increment Financing (TIF) of the URA in the area referred to as the Central Firestone Urban Renewal Area, "The Central Plan Area".

BACKGROUND

District staff has worked with the Town of Firestone and legal counsel to develop the Intergovernmental Agreement to protect the District from some of the negative impacts of Urban Renewal Authorities on school funding. The District has an IGA with FURA for the North and South Urban renewal areas that protect the 2012 mill levy override only. The Firestone Town Council will be voting on this Agreement on November 18, 2015, and is awaiting District approval.

Terry Schueler will be available for questions.

**INTERGOVERNMENTAL AGREEMENT
FOR TAX INCREMENT REVENUE SHARING
BY AND BETWEEN
FIRESTONE URBAN RENEWAL AUTHORITY
AND
ST. VRAIN VALLEY SCHOOL DISTRICT**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the _____ day of _____, 2015 (the “**Effective Date**”), by and between the **FIRESTONE URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**FURA**”), whose address is 151 Grant Ave., Firestone, Colorado 80520, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado (the “**School District**”), whose address is 395 So. Pratt Parkway, ATTN: Chief Financial Officer, Longmont, CO 80501. (FURA and the School District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”)

RECITALS

A. FURA is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”).

B. The Board of Trustees (the “**Town Board**”) for the Town of Firestone (the “**Town**”) approved the creation of FURA on July 9, 2009 and, at that time, designated the Town Board as the FURA Board of Commissioners (the “**FURA Board**”).

C. The School District is a public body corporate and political subdivision of the State of Colorado. The School District’s boundaries overlap FURA’s jurisdictional boundaries such that the School District has the authority to impose a mill levy within FURA’s jurisdictional boundaries.

D. On November 18, 2015, the Town Board will consider Resolution No. _____ approving the Urban Renewal Plan for the Central Firestone Urban Renewal Area (the “**Central URP**”), which creates the Central Firestone Urban Renewal Area (the “**Central Plan Area**”) within which Central Plan Area tax increment shall be authorized for the purposes authorized in the Act, including utilizing tax increment financing (“**TIF Financing**”), as contemplated by C.R.S. § 31-25-107(9)(a). The Central Plan Area currently includes the parcels more particularly described in **Exhibit A** and depicted in **Exhibit B** both attached hereto and incorporated herein.

E. The Act provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues shall be allocated to and paid into a special fund of the urban renewal authority, as more particularly described in the Act.

F. Pursuant to the Central URP, taxes levied after the effective date of the Town Board's approval of the Central URP on taxable real property located within the Central Plan Area, as such Central Plan Area currently exists or hereafter as it may be modified by expansion, shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Central URP and that a portion of said property tax revenues (the "**TIF Revenue**") shall be allocated to and paid into a special fund of FURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by FURA for financing an urban renewal project or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

G. FURA and the School District recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue may hinder the effectuation of the Central URP and the planned urban renewal projects to be located within the Central URP, and the School District's ability to provide its educational services and facilities to its constituents.

H. The Parties acknowledge that the eligible electors of the School District did approve in November 2008 and 2012, and may in the future approve the levy of additional mills by the School District for its operations by way of a School District mill levy override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act). Collectively, such mill levy overrides are referred to herein as "**Mill Levy Overrides**."

I. The Parties further acknowledge that the eligible electors of the School District have also approved the levy of additional mills by the School District for the servicing of the School District's issued bonded indebtedness, and may in the future approve the issuance of additional bonded indebtedness, the debt service of which is financed by additional mills. For purposes hereof, the debt service mill levies may include indebtedness incurred as a result of the refunding of any School District debt, now or in the future. Collectively, such debt service levies are referred to herein as "Debt Service Mill Levies."

J. Therefore, FURA and the School District desire to enter into this Agreement to provide for the transfer to the School District of certain portions of the TIF Revenue. The School District shall be entitled to receive all of the TIF Revenue generated by the imposition of its mill levies (Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any) if and when received by FURA, as a result of the imposition of the Central URP and the collection of the TIF Revenue from the Central Plan Area as set forth in this Agreement, except for that TIF Revenue that is generated by the mill levy established at a rate and levied each year in accordance with the Colorado Public School Finance Act, Sec. 22-54-106, C.R.S., (total program). As of the date of this Agreement, the School District's total program mill levy within the Central Plan Area is **24.995 mills** (the School District's "**Total Program Mill Levy Increment**").

K. The Parties agree that this division of TIF Revenue and FURA's retention of only the Total Program Mill Levy Increment from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Central URP and the planned urban renewal projects to be

located within the Central URP, and does not substantially diminish the School District's ability to provide its educational services and facilities to its constituents.

L. In consideration therefore, the School District expressly consents to the formation of the Central Firestone Urban Renewal Area.

M. FURA and the School District are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and between the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. TIF Revenue Sharing.

(a) For so long as the Central URP is in effect with a TIF Financing component, FURA agrees to deposit into a separate account created for such purpose (the "Account"), all of the increase in property tax revenues calculated, raised, produced, allocated and transferred to FURA as a result of the levy of the School District upon taxable property within the Central Plan Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado.

(b) For so long as the Central URP is in effect with a TIF Financing component, and after deducting its Administrative Fee (as defined below), FURA agrees to transfer to the School District all of the property tax TIF Revenues calculated, raised, produced, allocated and transferred to FURA as a result of the levy of the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, now and in the future, upon taxable property within the Central Plan Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado. FURA's obligation to transfer to the School District its designated portion of the TIF Revenues generated by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, as described in this Section 2 shall be referred to herein as the "**Transfer Obligation.**"

(c) All revenues from the School District's Total Program Mill Levy Increment as described in paragraph J, above, shall remain with FURA and FURA funds to be utilized by it pursuant to the Central URP, applicable state law, and FURA Board action, and shall not be subject to FURA's Transfer Obligation.

(d) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by FURA (the "**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Central URP, FURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative fees, costs and expenses of FURA incurred in connection with FURA's obligations under this Agreement including, but not limited to, collection, enforcement,

disbursement, and administration costs, fees and expenses related to TIF Revenue and the Central Plan Area. The Administrative Fee shall be deducted annually from the payments made to the School District pursuant to the Transfer Obligation.

3. Use of Transferred TIF Revenues. The School District agrees to use TIF Revenues transferred to it by FURA pursuant to this Agreement solely for paying or reimbursing the costs, expenses and/or indebtedness incurred for the provision of School District facilities and services in the municipal boundaries of Firestone as they currently exist or may be expanded; provided, however, that nothing in this Agreement shall be construed as permitting the use of disbursed funds for purposes of paying School District administrative expenses.

4. Design Standards. FURA and the School District have entered into this Agreement in recognition of the mutual benefit to all affected entities of the allocation to the School District of certain revenues that would otherwise inure to the benefit of FURA. In further recognition of the spirit of cooperation embodied in this Agreement, the School District hereby agrees to consult with and advise in writing FURA and the Town of Firestone Planning Commission concerning the site development plans, and submit plans therefor, for any School District buildings or structures to be constructed in the Town prior to construction thereof in order that it may conform insofar as is feasible to the adopted comprehensive plan and design guidelines of the Town as the same have been approved and may be modified from time to time. The School District agrees that the Town of Firestone Planning Commission, within thirty days after submission of plans by the School District as provided herein, may request a public hearing before the School District's Board of Education related to the proposed plan for construction of such buildings or structures. The Board of Education shall thereafter promptly schedule the hearing, publish at least one notice in advance of the hearing, and provide written notice of the hearing to the Town of Firestone Planning Commission. Nothing in this Agreement shall be construed to limit the authority of the School District's Board of Education to finally determine the location of schools and to construct and erect the necessary school buildings and structures.

5. Agreement Confined to Specified Revenue. This Agreement applies only to TIF Revenue derived from imposition of School District real property taxes in the Central Plan Area, if any, that is calculated, raised, produced, allocated and transferred to FURA in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of FURA. The School District agrees and acknowledges that the School District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by FURA, including, without limitation, any personal property tax, sales tax, or private improvement fees.

6. Area Added to Central Plan Area. This Agreement applies only to the Central Plan Area as designated in the Central URP. If area is subsequently included in the Central Plan Area by a modification of the Central URP approved by the Town Board, and such modification results in property tax TIF Revenues from the levy of the School District being allocated and transferred to FURA for an additional period beyond twenty-five (25) years from the effective date of the Central URP, then FURA's Transfer Obligation shall continue for such additional period.

7. Waiver and Consent. The School District expressly waives and agrees not to object to the approval of the Central URP, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue. The School District hereby consents, pursuant to C.R.S. § 31-25-107(1)(c)(II)(D), to the inclusion within the Central Plan Area of all agricultural lands contained within such Area as described in the Central URP.

8. Subordination. By written consent of the School District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the School District, the Transfer Obligation may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by FURA for financing or refinancing, in whole or in part, any urban renewal project specified in the Central URP.

9. 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; acts of public enemy; acts of the Federal or state government; acts of third parties; litigation concerning the validity of this Agreement or relating to transactions contemplated hereby; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of FURA to transfer to the School District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, FURA shall transfer the total amount of the effected revenues that have been received by FURA that is then in the Account, as determined according to the provisions of this Agreement.

10. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of FURA and the School District. In addition, in the event of termination of the Central URP, including, without limitation, the provisions of such Central URP authorizing TIF Financing, FURA may terminate this Agreement by delivering written notice to the School District. FURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any services within the Town. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

11. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

13. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

14. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this Agreement.

15. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the Parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

16. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

17. Paragraph 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.

18. 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.

19. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

20. 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.

21. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic

delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

If to FURA: Firestone Urban Renewal Authority
Attention: Town Manager
151 Grant Ave.
Firestone, Colorado 80520
Facsimile: 303-833-4863
Email: WesLaVanchy@firestoneco.gov

If to the School District: St. Vrain Valley School District
Attn: Chief Financial Officer
395 So. Pratt Parkway
Longmont, CO 80501

with a copy to: Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC
Attn: Blair Dickhoner, Esq.
PO Box 978
515 Kimbark Street, 2nd Floor
Longmont, CO 80502-0978
Telephone: 303.776.9900
Facsimile: 303.776.9100
Email: bdickhoner@lgkhlaw.com

22. 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 C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

23. 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 no Party shall be responsible for any debt or liability of any other Party.

24. Waiver. Pursuant to C.R.S. §31-25-107(11), the School District agrees to waive all provisions of Part 1 of the Act that provide for notice to the School District, require any filing with or by the School District, require or permit consent from the School District, or provide for any enforcement right to the School District.

IN WITNESS WHEREOF, FURA and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

ATTEST:

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
Secretary

By: _____
President of the Board

ATTEST:

FIRESTONE URBAN RENEWAL AUTHORITY

By: _____
Carissa Medina, Recording Secretary

By: _____
George Heath, Chairperson

EXHIBIT A

LEGAL DESCRIPTION CENTRAL FIRESTONE URBAN RENEWAL PLAN AREA

Prepared: September 23, 2015

Being those portions of Sections 25, 35 and 36 of Township 3 North, Range 68 West of the 6th Principle Meridian, and those portions of Sections 1, 3, 10, 11, 12 and 24 of Township 2 North, Range 68 West of the 6th Principle Meridian, and those portions of Section 32 of Township 3 North, Range 67 West of the 6th Principle Meridian, and those portions of Sections 6 and 7 of Township 2 North, Range 67 West of the 6th Principle Meridian, all in the Town of Firestone, Weld County, Colorado, more particularly described as follows:

BAREFOOT LAKES

A PARCEL OF LAND LOCATED IN SECTIONS 25, 35 AND 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 TO BEAR SOUTH 00°19'19" EAST, A DISTANCE OF 2,647.60 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 17°35'14" WEST, A DISTANCE OF 97.56 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY, SOUTH 00°19'19" EAST, A DISTANCE OF 2555.65 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 AND A POINT ON THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 1606745, IN SAID RECORDS;

THENCE ALONG THE BOUNDARIES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES;

1. DEPARTING SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY AND SAID WESTERLY BOUNDARY, SOUTH 88°45'03" WEST, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 484.00 FEET;
2. SOUTH 00°25'49" EAST, A DISTANCE OF 450.00 FEET;

3. NORTH 88°45'03" EAST, A DISTANCE OF 484.00 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT-OF-WAY OF WELD COUNTY ROAD 13;

THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY, SOUTH 00°25'49" EAST, A DISTANCE OF 2203.95 FEET;

THENCE CONTINUING ALONG SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY, SOUTH 00°14'22" EAST, A DISTANCE OF 1,325.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°29'41" WEST, A DISTANCE OF 2,602.28 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, SOUTH 00°19'03" EAST, A DISTANCE OF 1,326.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, SOUTH 88°29'44" WEST, A DISTANCE OF 1,323.13 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 00°17'20" EAST, A DISTANCE OF 1,335.11 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 88°21'56" WEST, A DISTANCE OF 1,323.94 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SOUTH 89°15'43" WEST, A DISTANCE OF 522.99 FEET TO THE NORTHEAST CORNER OF SUBDIVISION EXEMPTION NO. 741 AS RECORDED AT RECEPTION NUMBER 2669206, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION EXEMPTION NO. 741 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 72°40'05" WEST, A DISTANCE OF 825.83 FEET;
2. SOUTH 66°34'28" WEST, A DISTANCE OF 1,420.78 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE ALONG SAID EAST LINE, NORTH 00°42'02" WEST, A DISTANCE OF 21.71 FEET TO THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2261418, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY, SOUTH 77°43'35" WEST, A DISTANCE OF 2,395.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AS DESCRIBED AT RECEPTION NUMBER 3019961, IN SAID RECORDS;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 25 THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 00°01'11" WEST, A DISTANCE OF 119.70 FEET;
2. SOUTH 89°58'49" WEST, A DISTANCE OF 114.82 FEET;
3. NORTH 00°01'11" WEST, A DISTANCE OF 186.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3,379.26 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'52", AN ARC LENGTH OF 366.52 FEET;
5. TANGENT TO SAID CURVE, NORTH 06°14'03" WEST, A DISTANCE OF 601.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,182.41 FEET;
6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°11'20", AN ARC LENGTH OF 288.21 FEET;
7. NON-TANGENT TO SAID CURVE, NORTH 01°04'25" WEST, A DISTANCE OF 463.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ST. ACACIUS ANNEXATION NO. 2 TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 3187250, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ANNEXATION THE FOLLOWING SIX (6) COURSES:

1. SOUTH 88°45'13" EAST, A DISTANCE OF 82.35 FEET;
2. NORTH 00°11'21" WEST, A DISTANCE OF 379.15 FEET;
3. NORTH 88°08'57" EAST, A DISTANCE OF 185.82 FEET;
4. NORTH 00°57'37" WEST, A DISTANCE OF 172.01 FEET;

5. NORTH 82°52'03" EAST, A DISTANCE OF 590.67 FEET;
6. NORTH 04°18'10" WEST, A DISTANCE OF 264.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ST. ACACIUS ANNEXATION NO. 1 TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 3187249, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ANNEXATION THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°31'37" EAST, A DISTANCE OF 1,708.18 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;
2. ALONG SAID WEST LINE, NORTH 00°42'02" WEST, A DISTANCE OF 2,327.64 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF WESTRIAN RANCH ANNEXATION TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 2937346, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ANNEXATION THE FOLLOWING THREE (3) COURSES:

1. ALONG SAID PARALLEL LINE, NORTH 89°16'34" EAST, A DISTANCE OF 2,685.60 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;
2. ALONG SAID PARALLEL LINE, NORTH 00°12'43" WEST, A DISTANCE OF 2,684.23 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25;
3. ALONG SAID PARALLEL LINE, NORTH 00°13'07" WEST, A DISTANCE OF 519.26 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1207-25-2 RE-4103 AS RECORDED UNDER RECEPTION NO. 3303561, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LOT A THE FOLLOWING THREE (3) COURSES:

1. NORTH 88°54'53" EAST, A DISTANCE OF 450.00 FEET;
2. NORTH 23°22'49" EAST, A DISTANCE OF 282.43 FEET;

3. SOUTH 88°54'53" WEST, A DISTANCE OF 563.08 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 AND A POINT ON THE EASTERLY BOUNDARY OF SAID WESTRIAN RANCH ANNEXATION;

THENCE ALONG SAID PARALLEL LINE AND EASTERLY BOUNDARY, NORTH 00°13'07" WEST, A DISTANCE OF 1,788.79 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 66 AS DESCRIBED IN BOOK 1491 AT PAGE 509, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 43°50'07" EAST, A DISTANCE OF 70.70 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF COLORADO HIGHWAY 66 ANNEXATION NUMBER FOUR TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 02301640, IN SAID RECORDS;
2. ALONG SAID ANNEXATION, NORTH 88°49'43" EAST, A DISTANCE OF 1,245.14 FEET TO THE NORTHWEST CORNER OF LOT A, RECORDED EXEMPTION NUMBER 1207-25-2-RE1450 AS RECORDED UNDER RECEPTION NO. 2305632 AND THE NORTHWEST CORNER OF BODA ANNEXATION TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 3605618, IN SAID RECORDS;

THENCE ALONG THE BOUNDARIES OF SAID LOT A AND SAID BODA ANNEXATION, THE FOLLOWING FIVE (5) COURSES:

1. DEPARTING SAID HIGHWAY 66 ANNEXATION NUMBER FOUR, SOUTH 01°10'17" EAST, A DISTANCE OF 411.50 FEET;
2. NORTH 87°41'05" EAST, A DISTANCE OF 196.62 FEET;
3. NORTH 35°26'31" EAST, A DISTANCE OF 112.28 FEET;
4. NORTH 34°20'46" EAST, A DISTANCE OF 124.91 FEET;
5. NORTH 14°19'58" EAST, A DISTANCE OF 223.93 FEET TO A POINT ON SAID SOUTHERLY RIGHT- OF-WAY LINE OF STATE HIGHWAY 66 AND THE SOUTHERLY BOUNDARY OF SAID COLORADO HIGHWAY 66 ANNEXATION NUMBER FOUR;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY ANNEXATION BOUNDARY, NORTH 88°49'43" EAST, A DISTANCE OF 905.29 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 AND

TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 66 AS DESCRIBED IN DEED RECORDED IN BOOK 1491 AT PAGE 511, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. ALONG SAID SOUTHERLY ANNEXATION BOUNDARY, NORTH 88°49'28" EAST, A DISTANCE OF 2,390.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11,420.00 FEET;
2. DEPARTING SAID SOUTHERLY ANNEXATION BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°50'40", AN ARC LENGTH OF 168.31 FEET;
3. NON-TANGENT TO SAID CURVE, SOUTH 43°43'11" EAST, A DISTANCE OF 68.87 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 1,306.226 ACRES (56,899,212 SQUARE FEET), MORE OR LESS.

Together with;

STREET MEDIA

All of the real property described on the annexation map titled Street Media Annexation No. 1, recorded on October 4, 2013 at Reception No. 3968465, with the Clerk and Recorder of Weld County, Colorado.

Together with;

All of the real property described on the annexation map titled Street Media Annexation No. 2, recorded on October 4, 2013 at Reception No. 3968467, with the Clerk and Recorder of Weld County, Colorado.

Together with;

MCMURRAY

All of the real property described on the annexation map titled McMurray Annexation, recorded on October 4, 2013 at Reception No. 3968473, with the Clerk and Recorder of Weld County, Colorado.

Together with;

DS REAL ESTATE

All of the real property described on the annexation map titled DS Real Estate Annexation, recorded on May 8, 2015 at Reception No. 4105680, with the Clerk and Recorder of Weld County, Colorado.

Together with;

SPORTS COMPLEX

All of the real property described on the minor plat titled Firestone Sports Field Site, recorded on January 12, 2000 at Reception No. 2743710, with the Clerk and Recorder of Weld County, Colorado.

Together with;

BROOKS FARM

All of Block 1, Lot 1 and Block 1, Tract A as more particularly described on the minor plat titled Minor Plat of Brooks Farm First Subdivision, recorded on October 3, 2002 at Reception No. 2993165, with the Clerk and Recorder of Weld County, Colorado.

Together with;

VARRA-HEINTZELMAN PIT SUBDIVISION

All of Lot 2, Lot 3 and Tract A as more particularly described on the final plat titled Varra-Heintzelman Pit Subdivision, recorded on February 23, 2012 at Reception No. 3826654, with the Clerk and Recorder of Weld County, Colorado.

Together with;

CAMBRIA CROSSING

All of the real property described on the annexation map titled Cambria Crossing Annexation, recorded on October 2, 2013 at Reception No. 3968480, with the Clerk and Recorder of Weld County, Colorado.

Together with;

FIRESTONE CITY CENTRE

All of Tract E as more particularly described on the final plat titled Firestone City Centre Subdivision Filing No. 3, recorded on October 1, 2010 at Reception No. 3722597, with the Clerk and Recorder of Weld County, Colorado.

Together with;

DEL REY SUBDIVISION



All of Lot 1 as more particularly described on the final plat titled Del Ray Subdivision (Areas 1, 2 and 3), recorded on July, 28 2006 at Reception No. 3406702, with the Clerk and Recorder of Weld County, Colorado.

END OF EXHIBIT A

EXHIBIT B

CENTRAL FIRESTONE URBAN RENEWAL PLAN AREA

OCTOBER 2015

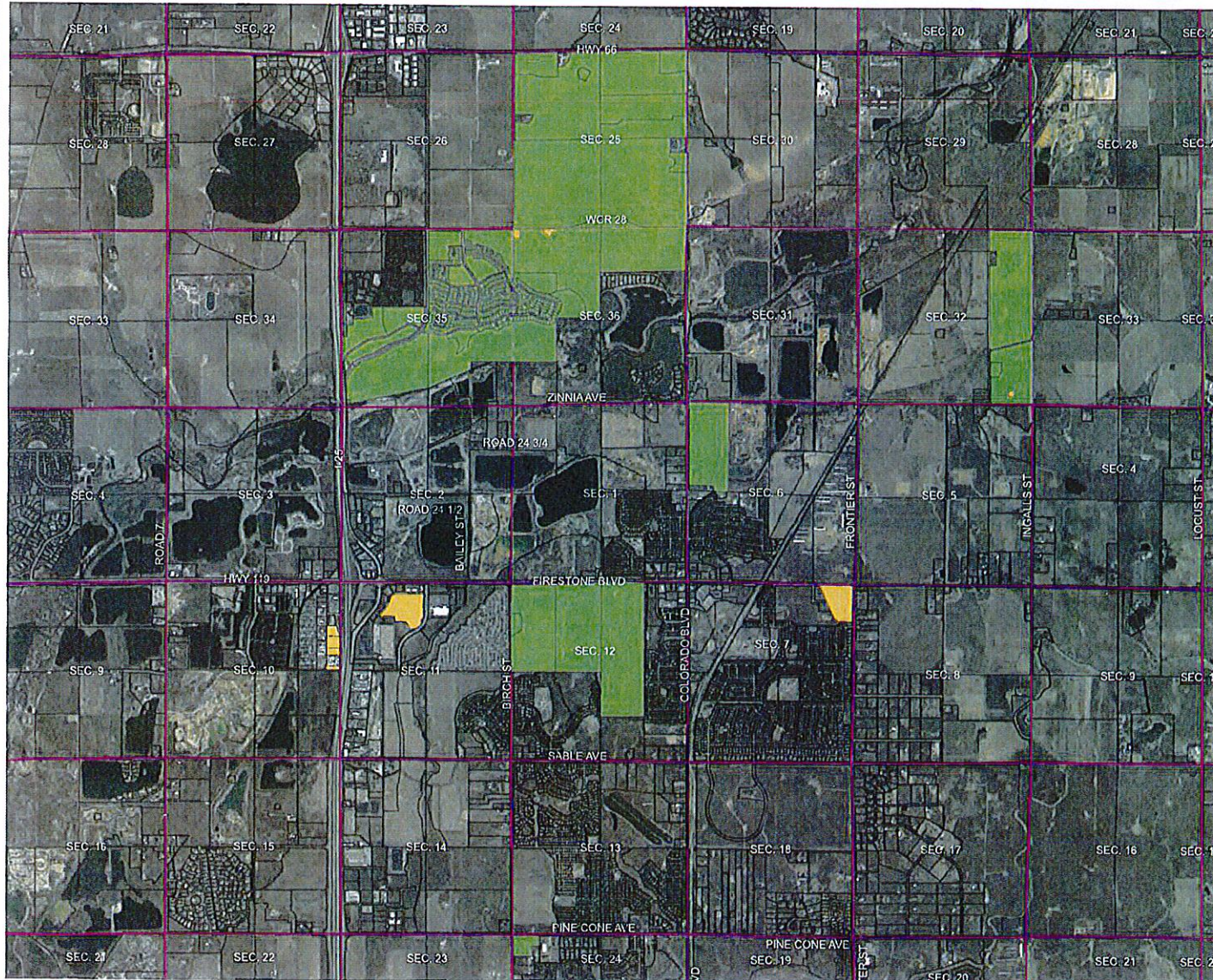
 AGRICULTURE
 NON-AGRICULTURE
(WITHIN LAST 5 YEARS)

N



NOT TO SCALE

THIS EXHIBIT IS NOT A SURVEY.
ALL RIGHTS-OF-WAY, LOT LINES
AND PROPERTY BOUNDARIES
ARE SHOWN FOR REFERENCE ONLY.



MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of District Directors and Oath of Office for Board Members

RECOMMENDATION

That the Board of Education approve the newly elected board members following the cancellation of the 2015 election and elected by acclamation as follows:

Joie Siegrist – Director District A
Robert J. Smith – Director District C
Dr. Richard Martyr – Director District E
Amory Siscoe – Director District G

BACKGROUND

As stated in CRS 22-31-125, each school board member is required to take an oath of office, swearing to faithfully perform the duties of the office as required by law.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Officer Elections-President of the Board

RECOMMENDATION

That the Board of Education elect a President *of* the Board.

BACKGROUND

As stated in Board Policy BDA, Board Organizational Meeting, and CRS 22-32-104 within 15 days after the regular biennial election, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Officer Elections-Vice President *of* the Board

RECOMMENDATION

That the Board of Education elect a Vice President *of* the Board.

BACKGROUND

As stated in Board Policy BDA, Board Organizational Meeting, and CRS 22-32-104 within 15 days after the regular biennial election, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Officer Appointments-Secretary *of* the Board

RECOMMENDATION

That the Board of Education appoint a Secretary *of* the Board.

BACKGROUND

As stated in Board Policy BDA, Board Organizational Meeting, and CRS 22-32-104 within 15 days after the regular biennial election, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Officer Appointments-Assistant Secretary *of* the Board

RECOMMENDATION

That the Board of Education appoint an Assistant Secretary *of* the Board.

BACKGROUND

As stated in Board Policy BDA, Board Organizational Meeting, and CRS 22-32-104 within 15 days after the regular biennial election, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Officer Appointments-Treasurer *of* the Board

RECOMMENDATION

That the Board of Education appoint a Treasurer *of* the Board.

BACKGROUND

As stated in Board Policy BDA, Board Organizational Meeting, and CRS 22-32-104 within 15 days after the regular biennial election, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board Officer Appointments-Assistant Treasurer and Secretary *to* the Board

RECOMMENDATION

That the Board of Education appoint an Assistant Treasurer and Secretary *to* the Board.

BACKGROUND

As stated in Board Policy BDA, Board Organizational Meeting, and CRS 22-32-104 within 15 days after the regular biennial election, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

MEMORANDUM

DATE: November 11, 2015
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Signature Authorization

RECOMMENDATION

That the Board of Education adopt the following resolution.

WHEREAS, the Board of Education of St. Vrain Valley School District RE-1J on November 11, 2015 will elect new officers; and

WHEREAS, the signatures of the officers of the Board of Education are the authorized signatures on checks issued by the School District; and

WHEREAS, it will be necessary to continue with the previous officers' signatures until new officers are elected and signatures are changed.

BE IT THEREFORE RESOLVED that the Board of Education of the St. Vrain Valley School District RE-1J authorizes the continued use of the previous checks written by the School District.

BACKGROUND

The administration recommends that this Resolution be adopted to enable the Financial Services Department to continue using the previous officers' signatures until the signatures are changed to the new officers.

MEMORANDUM

DATE: November 11, 2015

TO: Board of Education

FROM: Robert J. Smith, President, Board of Education

SUBJECT: Board Member Code of Ethics Policy and Executive Session
Affidavit Signing

PURPOSE

For the newly elected members of the Board of Education to sign the District's Code of Ethics policy and the Executive Session Affidavit.

BACKGROUND

Board Policy BC, School Board Member Conduct, states that "Public office is a trust created by the confidence that the public places in the integrity of its public officers. To preserve this confidence, it is the desire of the Board to operate under the highest ethical standards." As part of the official swearing in ceremony, each newly elected member will be encouraged to sign a Code of Ethics as a demonstration of that commitment.

Board Policy BC-E-2, Board Member Code of Ethics, states that "According to the Colorado Revised Statute 24-18-105, the following ethical principles for school board members are intended as guides to conduct and do not constitute violations as such of the public trust of office..."

1. A board member "should not acquire or hold an interest in any business or undertaking which that member has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which the member has substantive authority."
2. A board member "should not, within six months following the termination of office, obtain employment in which the member will take direct advantage, unavailable to others, of matters with which the member was directly involved during the term of [office]. These matters include rules, other than rules of general application, which the member actively helped to formulate, and applications, claims or contested cases in the consideration of which the member was an active participant."
3. A board member "should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when the

member has a substantial financial interest in a competing firm or undertaking.”

4. A board member is discouraged “from assisting or enabling members of [the board member’s] immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom [the board member] is in a position to reward with official action or has rewarded with official action in the past.”

Executive Session Affidavit

State law requires all Board members to sign a “Confidentiality Affidavit”. This Affidavit serves as Board members’ public commitment to upholding the confidentiality of Board conversations held during Executive Sessions, including conversations related to personnel, students, security, and attorney-privileged communications, among others.

This Affidavit assures that Board members are aware of, and will comply with, the confidentiality requirements and restrictions applicable to Executive Sessions of the Board, as described in Section 24-6-402 C.R.S. It also assures that Board members will comply with these confidentiality requirements regardless of whether they participate in the Executive Session in person or electronically pursuant to Section 22-32-108(7) C.R.S.