#### NOTICE OF REGULAR MEETING AND AGENDA



## **September 28, 2016**

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 Debbie Lammers, Secretary Dr. Richard Martyr, Member Paula Peairs, Treasurer Joie Siegrist, Vice President Amory Siscoe, Asst Secretary 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. Excellence in Education Award-Jess Harbison
- 2. Boulder County Election Officers

### 5. REPORTS:

- 2016 CMAS: PARCC ELA and Math/Science/Social Studies; CMAS: PARCC ELA and Math Growth, ACT, PSAT, and ACCESS for ELLs Achievement
- 2. Bond Refinance Update

## 6. CONSENT ITEMS:

1. Approval: First Reading, Adoption, Board Exhibit BCAA-E – Giftings,

Awards, Honorariums, and Sponsorships Guidelines

2. Approval: First Reading, Adoption, Board Exhibit CC-E – St. Vrain

Administrative Organizational Chart

- 3. Approval: Approval of School Closure-September 16, 2016
- 4. Approval: Approval of Learning Technology Plan iPad Purchases

#### 7. ACTION ITEMS:

1. Recommendation: Approval of Intergovernmental Agreement with

the Town of Lyons

## 8. DISCUSSION ITEMS:

## 9. ADJOURNMENT:

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

Wednesday, October 12 7:00 pm Regular Meeting

Wednesday, October 19 6:00 – 8:00 pm Study Session-**Trail** 

**Ridge Middle School** 

DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: 2016 CMAS: PARCC ELA and Math, Science and Social Studies, CMAS:

PARCC ELA and Math Growth, ACT, PSAT, and ACCESS for ELLs

Achievement

## **PURPOSE**

To provide the Board of Education with an update on 2016 CMAS: PARCC ELA and Math, Science and Social Studies, ELA and Math Growth Percentiles, ACT, PSAT 10, and ACCESS for ELLs Achievement Data in the St. Vrain Valley School District.

## BACKGROUND

2016 CMAS: PARCC English Language Arts and Math Achievement Data

During the spring of 2016 students in grades three through nine took the Colorado Measures of Academic Success (CMAS) assessments for English Language Arts (ELA) and Math for the second time. These assessments were developed by the Partnership for Assessment of Readiness for College and Careers (PARCC).

These scores measure student achievement and are aligned to the Colorado Academic Standards in English Language Arts and Math. The Colorado Academic Standards are more rigorous than previous standards and are designed to help all students graduate high school college and career ready. This data cannot be compared to past scores on TCAP as the assessments measure different concepts and skills such as problem-solving and critical thinking. Scores are expected to continue to improve as instructional alignment with the new standards strengthens.

PARCC scores are reported as five levels of achievement: Exceeded Expectations, Met Expectations, Approached Expectations, Partially Met Expectations, and Did Not Yet Meet Expectations. Summaries of the scores are generally reported as the percent of students who Met or Exceeded Expectations.

Students in the St. Vrain Valley School District completed 29,755 PARCC tests. Participation rates do impact the validity and usefulness of the scores, especially in the upper grades where higher numbers of students did not take the tests.

## Highlights:

- St. Vrain outperformed the state of Colorado on 14 out of 18 PARCC assessments.
- The District achieves higher than the state by an average 3.2%.
- St. Vrain outperformed the state on every ELA measure.
- The highest scores in ELA were in grade 4 with a 46%.
- The highest Math scores were in Algebra 2 with a 69%.
- Erie Elementary, Mountain View Elementary, and Niwot High School all improved on 100% of their assessments.
- Altona and Westview middle schools scored a perfect 100% of students Met or Exceeded Expectations on the Geometry test.

## 2016 PARCC Results

## Percent Met or Exceeded Expectations

English Language Arts/Literacy	SVVS	COLORADO	Difference
Grade 3	42	37	+5
Grade 4	49	44	+5
Grade 5	43	41	+2
Grade 6	44	38	+6
Grade 7	45	41	+4
Grade 8	47	42	+5
Grade 9	43	37	+6

Mathematics	SVVS	COLORADO	Difference
Grade 3	42	39	+3
Grade 4	37	33	+4
Grade 5	39	34	+5
Grade 6	39	31	+8
Grade 7	25	26	-1
Grade 8	16	20	-4
Algebra I	34	32	+2
Geometry	49	59	-10
Algebra II	69	71	-2

Mathematics, Continued	SVVS	COLORADO	Difference
Integrated Mathematics I	40	33	+7
Integrated Mathematics II	65	52	+13
Integrated Mathematics III	Χ	66	-

## Increases in the 2016 Percent Met or Exceeded Expectations

Grade	Content	2015 Percentage	2016 Percentage	Change
3	ELA	41	42	+1
4	ELA	46	49	+3
6	ELA	40	44	+4
8	ELA	46	47	+1
3	Math	41	42	+1
4	Math	34	37	+3
5	Math	34	39	+5
6	Math	33	39	+6
8	Math	12	16	+4
Algebra I	Math	26	34	+8
Algebra II	Math	16	69	+53
Geometry	Math	13	49	+36

## Scores that Remained the Same

Grade	Content	2015 and 2016 Percentage
9	ELA	43

## Decreases in Percentage Met or Exceeded Expectations

Grade	Content	2015 Percentage	2016 Percentage	Change
5	ELA	47	43	-4
7	ELA	47	45	-2
7	Math	33	25	-8
Int Math I	Math	88	40	-48
Int Math II	Math	67	65	-2

## St. Vrain Valley School 2016 Participation Rates (% Participated)

	E	LA	Math		
Grade	SVVS	State	SVVS	State	
Grade 3	97.1	95.6	97.2	96.0	
Grade 4	96.1	95.0	95.8	95.2	
Grade 5	94.4	94.2	94.6	94.3	
Grade 6	94.2	91.6	94.7	91.9	
Grade 7	91.8	88.0	92.6	88.3	
Grade 8	84.5	83.5	83.7	84.0	

Continued	EL	_A	Math	
Grade 9	77.5	73.9	-	-
Algebra I	-	-	82.4	74.5
Geometry	-	-	84.0	72.9
Algebra II	-	-	80.2	68.0
Math Int I	-	-	93.8	84.1
Math Int II	-	-	83.8	75.1
Math Int III	-	-	-	53.1

## Comparison with the State

- St. Vrain outperformed the state of Colorado on 14 out of 18 measures.
- St. Vrain outperformed the state on every ELA measure and averaged 4.7% better than the state.
- Our highest percent Met or Exceeded Expectations scores were in math with Algebra II at 69% and Math Integrated II at 65%. Students taking these tests are accelerated two years above the traditional path in math.
- St. Vrain scores higher than the state by six percentage points on English Language Arts in both 6<sup>th</sup> and 9<sup>th</sup> grade, and in math scores higher than the state by eight percentage points in grade 6, seven percentage points in Integrated Math I, and thirteen percentage points in Integrated Math II.
- Math grade 8 scores are low across the state. These scores do not include students taking Algebra or higher courses in 8<sup>th</sup> grade.

## Outstanding Achievement

Top three performances by schools for each assessment shown in percent Met and Exceeded Expectations. This list only includes schools who tested 16 or more students on the assessment.

English Language						
Arts/Literacy	School		School		School	
Grade 3	Blue Mountain	72	Central Elem.	62	Lyons Elem.	60
Grade 4	Niwot Elem.	78	Black Rock Elem.	74	Eagle Crest/Flagstaff	70
Grade 5	Lyons Elem.	80	Niwot Elem.	77	Blue Mountain	68
Grade 6	Lyons Middle/Sr.	69	Altona Middle	68	Flagstaff Academy	66
Grade 7	Altona Middle	74	Flagstaff Academy	65	Lyons Middle/Senior	58
Grade 8	Altona Middle	74	Lyons/Mead Middle	58	Flagstaff Academy	55
Grade 9	Silver Creek High	59	Twin Peaks	58	Lyons Middle/Senior	56

Mathematics	School		School		School	
Grade 3	Blue Mountain	74	Legacy Elem.	60	Hygiene/Red Hawk.	58
Grade 4	Lyons Elem.	65	Flagstaff Academy	60	Blue Mtn./Hygiene	59
Grade 5	Blue Mountain	70	Niwot/Red Hawk	60	Eagle Crest	59
Grade 6	Altona Middle	69	Lyons Mid./Senior	56	Erie Middle	53
Grade 7	Flagstaff Academy	58	Altona Middle	55	Lyons Middle/Senior	40
Grade 8	Flagstaff Academy	56	Altona Middle	48	Imagine	34
Algebra I	Altona Middle	95	Trail Ridge Middle	84	Erie Middle	75
Geometry	Altona/Westview	100	Coal Ridge Middle	83	Sunset Middle	64
Algebra II	Silver Creek	92	Niwot High	84	Longmont High	75
Integrated Math I	Silver Creek	40	-		-	
Integrated Math II	Silver Creek	64	-		-	

Fifteen schools had 0% of their students scoring Did Not Yet Meet Expectations on at least one test. This list only includes schools who tested 16 or more students on the assessment.

## Elementary

Aspen Ridge 4<sup>th</sup> ELA Lyons 3<sup>rd</sup> Math Blue Mountain 5<sup>th</sup> Math

## Middle

Altona Algebra I, Geometry

Coal Ridge Geometry
Erie Geometry
Longs Peak Algebra I
Mead Algebra I
Sunset Geometry
Timberline PK-8 Algebra I
Westview Geometry

## High School

Frederick Geometry Longmont Geometry

Niwot Algebra II, Geometry

Silver Creek Algebra II, Geometry, Math Int. II

## Schools Showing Improvement for 2016

Many schools showed outstanding performance in the number of tests with increases in the percent of students Met & Exceeded. Erie Elementary, Mountain View Elementary, and Niwot High School each had an exceptional year by increasing scores on 100% of tests. Erie High School, Central Elementary, Longmont High School, Silver Creek High

School, Imagine Charter, and Thunder Valley K-8 all increased 75% or more of their scores.

Thirty-five schools showed an increase in the percentage of students who scored Met or Exceeded Expectations in half or more of their tests and are listed below.

ElementaryMiddleAlpineCoal RidgeAspen RidgeSunset

Black Rock Blue Mountain

Burlington High
Columbine Erie
Central Longmont
Eagle Crest Mead
Erie Niwot

Fall River Silver Creek
Hygiene Skyline

Indian Peaks
Legacy
Multi-level

Longmont Estates Aspen Ridge
Lyons Flagstaff Academy

Mead Imagine

Mountain View
Northridge
Prairie Ridge
Rocky Mountain
Lyons Middle/Senior
Thunder Valley K-8
Timberline PK-8
Twin Peaks

Sanborn

2016 Colorado Measures of Academic Success (CMAS): Science and Social Studies

The CMAS: Science and Social Studies tests measure the success of students in meeting academic standards and the success of schools in advancing student learning. Students in grades 4 and 7 are tested on Social Studies standards, and grades 5, 8, and 11 are tested on Science standards. The Social Studies assessment is given on a sampling basis, so schools only give the test every three years. The schools chosen for the social studies sample each year are randomly determined by the Colorado Department of Education. At this time, CDE has not decided if they will release district and school-level Social Studies summary data, so that data is not included in this report.

## Highlights

• St. Vrain outperformed the state of Colorado in both 5<sup>th</sup> and 8<sup>th</sup> grade Science, and was only 0.1% below the state on the 11<sup>th</sup> grade assessment.

- St. Vrain ranks 1<sup>st</sup> in the state on the grade 5 science test and 2<sup>nd</sup> on both grade 8 and 11 science when compared to districts with a similar percent of English Language Learners. St. Vrain ranks an average of 5<sup>th</sup> in the state on all science tests when compared to districts with similar poverty levels.
- Five schools ranked in the top 50 schools for scores on their science tests: Blue Mountain Elementary, Niwot Elementary, Lyons Elementary, Altona Middle School, and Niwot High School.
- In grade 8 Science, the District increased the percent Met & Exceeded on the test, and 71% of district schools increased their percent over last year.
- Ten schools out of a total of 14 increased the percent of Met & Exceeded in 8<sup>th</sup> grade Science compared to 2015.

Comparisons between 2015 and 2016 Percent Strong and Distinguished

Grade	Content	2015 Percent	2016 Percent	Change in %
5 <sup>th</sup>	Science	42.9	39.4	-3.5
8 <sup>th</sup>	Science	35.4	36.4	+1.0
11 <sup>th</sup>	Science	n/a	24.2	n/a

## Comparison with the State

Grade	Content	State Percent	District Percent	Difference
5 <sup>th</sup>	Science	33.7	39.4	+5.7
8 <sup>th</sup>	Science	30.3	36.4	+6.1
11 <sup>th</sup>	Science	24.3	24.2	-0.1

## Participation Rates

2016 CMAS Science Participation Rates						
Grade St. Vrain Valley Schools State						
5	94.0%	94.2%				
8	83.6%	83.5%				
11	61.5%	58.1%				

School Increases from 2015 to 2016

Many schools showed strong performances with increases in the percent of students scoring Met & Exceeded.

Central Elementary and Mead Elementary showed gains of over 12% M & E on the grade 5 Science test. On the 8<sup>th</sup> grade Science test two schools improved by over 10% M & E: Imagine Charter and Trail Ridge Middle School.

Twenty schools increased the percent Met & Exceeded in Science and are listed below.

#### Science Grade 5:

Aspen Ridge Preparatory School

Central Elementary

Erie Elementary

Fall River Elementary

Hygiene Elementary

Lyons Elementary

Mead Elementary

Northridge Elementary

Red Hawk Elementary

Rocky Mountain Elementary

Longs Peak Middle School Timberline PK-8

## Science Grade 8:

Coal Ridge Middle School

Flagstaff Charter School

Imagine Charter School

Lyons Middle/Senior High School

Mead Middle School

Thunder Valley K-8

Timberline PK-8

Trail Ridge Middle School

Twin Peaks Charter Academy

## PSAT 10

The PSAT 10 was first given to students in 10<sup>th</sup> grade during the spring of 2016. SAT which is a college entrance exam will be given to 11<sup>th</sup> grade students in April 2017. CDE chose the SAT and PSAT assessments citing the strong alignment with Colorado Academic Standards and the variety of free test-preparation resources offered by the College Board as key factors in its determination.

#### 2016 PSAT Scores

	Overall Mean Score	Reading & Writing	Math	% Participation
District	951.4	483.4	467.9	94.2
State	944.0	475.6	468.4	88.3

## CO-ACT – Taken by all juniors each spring

- St. Vrain achieved the highest ACT composite score ever (since 2001 when ACT became the state test) with a 20.9 for all schools and a 21.0 for district neighborhood schools.
- Composite and all content area scores show an upward trend for the past four years.
- District neighborhood schools (excluding alternative and charter schools) had a composite score of 21.
- All district ACT scores are above the state average.
- The district's composite score average increased by 0.4 and all content areas increased compared to last year.

- St. Vrain's composite score ranks 1<sup>st</sup> in the state when comparing large districts with similar ELL percentage.
- The district score ranks 4<sup>th</sup> in the state compared to other large districts with a similar free and reduced lunch percentage.
- St. Vrain's composite score is 9<sup>th</sup> in the state compared to other large districts that tested 500 or more students.
- Niwot High School's composite score ranks 23<sup>rd</sup> and Lyons Middle/Senior High School ranks 35<sup>th</sup> in the state. Silver Creek and Erie High School both score within the top 70 schools in Colorado.

# District Neighborhood High School ACT Summary (Does not include alternative and charter schools.)

Year	Composite	English	Math	Reading	Science
2012	20.3	20.0	20.2	20.1	20.5
2013	20.6	20.0	20.3	21.0	20.6
2014	20.7	20.2	20.4	21.0	20.9
2015	20.7	20.0	20.4	20.9	21.2
2016	21.0	20.4	20.5	21.4	21.4

# District ACT Summary (all schools)

Year	Composite	English	Math	Reading	Science
2012	20.2	19.8	20.1	20.0	20.3
2013	20.4	19.8	20.2	20.8	20.4
2014	20.6	20.0	20.3	20.9	20.7
2015	20.5	19.8	20.2	20.7	21.0
2016	20.9	20.2	20.3	21.2	21.2

## State ACT Summary

Year	Composite	English	Math	Reading	Science
2012	2012 20.0 19.4 20.1		20.1	19.8	20.1
2013	20.1	19.4	20.1	20.4	20.1
2014	20.3	19.7	20.1	20.5	20.4
2015	20.1	19.4	20.0	20.2	20.5
2016	20.4	19.6	20.0	20.7	20.6

## St. Vrain Valley Schools ACT Data 2016

	ACT Composite		
	2015	2016	Change
Erie High School	21.5	21.8	+0.3
Frederick High School	18.1	19.2	+1.1
Longmont High School	19.8	20.4	+0.6
Lyons Middle/Senior High	22.5	23	+0.5
Mead High School	20.6	20.1	-0.5
Niwot High School	23.2	23.5	+0.3
Olde Columbine High School	14.6	14.7	+0.1
Silver Creek High School	22.4	22.4	0
Skyline High School	18.3	19.2	+0.9
St. Vrain Online Global	18.2	19.3	+1.1
Twin Peaks Charter Academy	18.6	20.4	+1.8
District	20.5	20.9	+0.4
State	20.1	20.4	+0.3
District w/o alternative and charter HS	20.7	21	+0.3

## ACT College Readiness Benchmark Scores

A benchmark score is the minimum score needed on the ACT to indicate a 50% chance of obtaining a B or higher or about a 75% chance of obtaining a C or higher in the corresponding credit-bearing college courses. These scores were empirically derived based on the actual performance of students in college.

College Course/Course Area	ACT Content	ACT Benchmark Score
English Composition	English	18
Algebra	Mathematics	22
Social Sciences	Reading	22
Biology	Science	23
STEM	STEM	26

# District ACT College Readiness by Content (Percent of Scores at or above ACT Benchmark)

	English	Math	Reading	Science
2012	62	38	39	35
2013	61	37	42	35
2014	63	40	40	39
2015	60	38	39	37
2016	61	39	46	40

## PARCC ELA and Math Growth (Colorado Growth Model)

District growth rates are determined by combining growth percentiles from individual students. Growth rates for individual students are calculated by comparing PARCC scores in ELA and mathematics over consecutive years. Student growth percentiles are computed by comparing each student's growth with other similar students across the state. The state median growth percentile for any grade is 50; districts with growth above 50 are outpacing the state.

Colorado Growth N	Model PARCC D	ata (Percentile)
	ELA	Math
All Students	51.0	50.0
Grade 4	52.0	49.0
Grade 5	49.0	52.0
Grade 6	51.0	57.0
Grade 7	54.0	52.0
Grade 8	52.0	50.0
Grade 9	47.0	34.0

## **ACCESS for ELLs**

The annual test that measures a student's progress in acquiring academic English is ACCESS for ELLs (English Language Learners). The assessment is administered to all students identified as an English Learner in grades K-12. St. Vrain gave 3,730 ACCESS for ELLs tests this year.

## District ACCESS for ELLs

ACCESS for ELLs (Percent reaching Proficiency with a score of 5.0-6.0)								
Year	Overall Listening Speaking Reading Writ							
2013	2013 22 58 47 45							
2014	2014 35		46	49	15			
2015	33	69	43	49	14			
2016	30	57	57	42	9			

ACCESS for ELLs (Percent reaching Proficiency with a score of 5.0-6.0)							
2015	2015 Kinder 1-2 grades 3-5 grades 6-8 grades 9-12 grades						
St. Vrain							

## **Overall Closing Comments**

We outperform the state on the majority of assessments. In looking at districts with similar demographics, we are performing at or near the top on state tests. We will use this data in addition to many other data sources to identify ways to improve student achievement. Our goal is to increase learning opportunities and improve student achievement for all of our students.

DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Bond Refinance Update

## **PURPOSE**

To provide the Board of Education with an update on the 2016B bond refinancing.

## **BACKGROUND**

On September 14, 2016, the Board of Education adopted a resolution authorizing the issuance of Series 2016B General Obligation Refunding Bonds, with an approximate principal amount of \$14,630,000.

A representative from George K. Baum & Company will be present to answer any questions related to the refinancing.

DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Exhibit BCAA-E - Giftings, Awards,

Honorariums and Sponsorships Guidelines

## **RECOMMENDATION**

For the Board of Education to approve proposed revisions to Board Exhibit BCAA-E – Giftings, Awards, Honorariums and Sponsorships Guidelines.

## BACKGROUND

Revisions to this exhibit are necessary due to alignment with current practice, procedure, and applicable statutes and have been reviewed by administration.

## Giftings, Awards, Honorariums, and Sponsorships Guidelines

Event	Board Members	BOE Family	School Officials	SO Family	Staff	Staff Family	Students	Volunteers	Community Members
Serious Illness	Card, floral, food	Card	Card, floral, food	Card	Card, floral, food	Card	Card, floral,	Card, floral, food	Optional
Hospitalization	Card, floral, food	Card	Card, floral, food	Card	Card, floral, food	Card	Card, floral, food	Card, floral, food	Optional
Death	Card, floral, memorial donation	Card, floral, memorial donation	Card, floral, memorial donation	Card, floral, memorial donation	Card, floral, food, memorial donation	Card	Card, floral, memorial donation	Card, floral, food	Optional
Thank You	Card, gift certificate	None	Card	None	Card	None	Pick one: letter, certificate, card, gift certificate	Certificate or specialized gift or gift certificate	Certificate or specialized gift or gift certificate
National/State Award Winner (Public)	Framed certificate at meeting and award gift	None	Certificate/ letter plus meeting recognition and award gift	None	Certificate or letter plus meeting recognition and award gift	None	Certificate or letter plus meeting recognition	Certificate or letter and/or event award	Certificate or letter and/or event award
Group Appreciation	Appreciation Month or week ~ cards, cake	None	None	None	Proclamations for employee group recognition days	None	None	Certificate, card, or letter and/or event award	Certificate, card, or letter and/or event award
Retirement	Card, gift or gift certificate	None	Annual Dinner Event, card, gift	None	Annual Dinner Event, card, gift	None	N/A	N/A	N/A

<sup>\*</sup>Employees may not receive cash or cash equivalent in any amount per IRS regulations.
\*\*Total contribution should not exceed \$100.00 per event.

Approved: April 24, 2002 Revised: April 14, 2004 Revised: August 1, 2012 Reviewed: October 28, 2015

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

DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Exhibit CC-E - St. Vrain

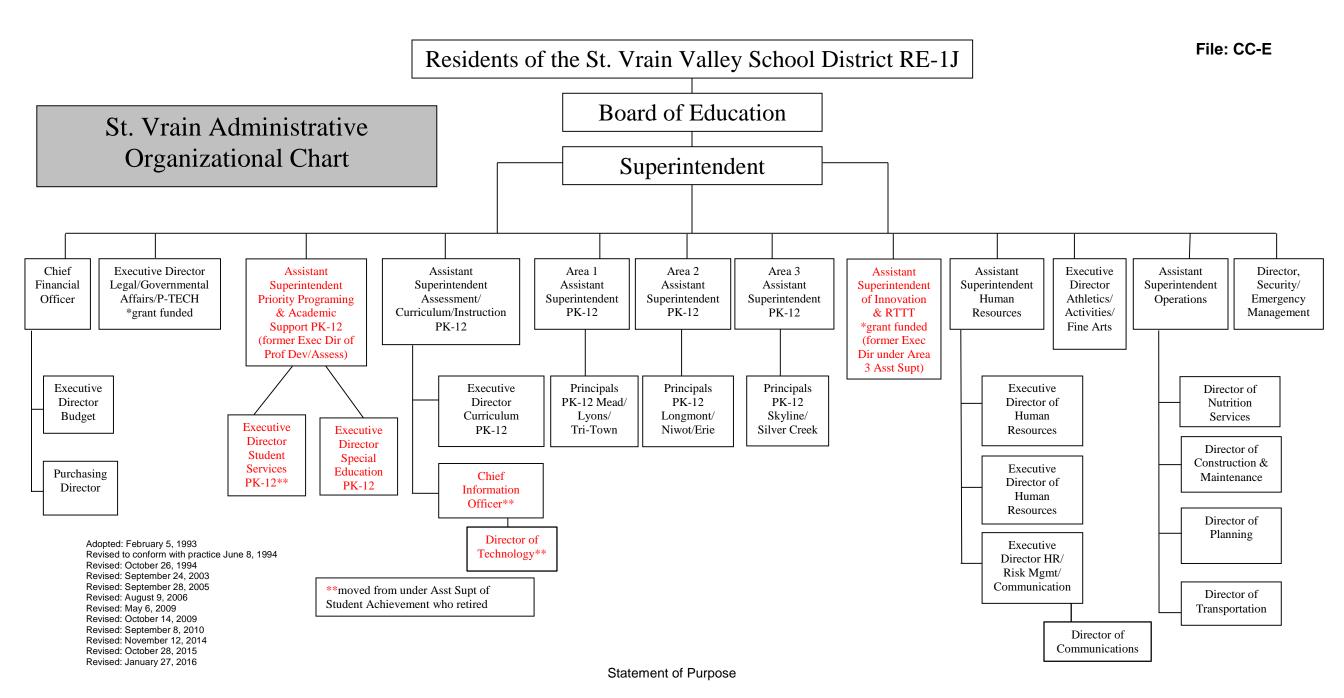
Organizational Chart

## **RECOMMENDATION**

That the Board of Education approve revisions to Board Exhibit CC-E – St. Vrain Organizational Chart.

## **BACKGROUND**

These revisions are necessary for alignment with current practice and have been reviewed by the Superintendent.



The leadership structure of the St. Vrain Valley School District represents a systems approach to student achievement. This structure is designed to maximize organizational performance and optimize resources dedicated to the alignment of standards, curriculum, instruction and assessment, as well as technology, professional development, communications, and partnerships with business and industry, post-secondary institutions, parents and other stakeholders.

DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of School Closure-September 16, 2016

## **RECOMMENDATION**

That the Board of Education approve the closure of Silver Creek High School on September 16, 2016 due to a threat to the school.

## **BACKGROUND**

This recommendation is based on Colorado Revised Statute 22-32-109 (II) (A) "closing deemed by the Board to be necessary for the health, safety and welfare of the students". It was necessary for the St. Vrain Valley School District to close Silver Creek High School, due to a threat, for the health, safety and welfare of the students.

DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of iPads from Apple Computer, Inc.

## **RECOMMENDATION**

That the Board of Education approve the purchase of technology products as described below from Apple Computer, Inc., for a total price of \$317,800.00.

## **BACKGROUND**

The District obtains discounted pricing directly from Apple Computer, Inc., through their Apple Education Pricing List. This purchase is for 700 iPad Mini 4 devices to support elementary schools through the Learning Technology Plan (LTP) initiative.

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DATE: September 28, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the Intergovernmental Agreement (IGA) Concerning Fair

Contributions for Public School Sites Between the Town of Lyons and the

St. Vrain Valley School District RE-1J

## RECOMMENDATION

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

## **BACKGROUND**

The IGA with the Town of Lyons is coming up on the 10-year renewal date identified in the Agreement approved in 2006. There have been no substantial changes to the agreement or the fees.

The fees collected from new housing within Lyons will be kept in a specific fund for use within the Lyons Middle/Senior high school feeder. They will be used as specified in the agreement 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 units for which the Fair Contribution for Public School Sites was paid."

The Intergovernmental Agreements the District has with the municipalities are an important part of the planning process for acquiring and developing school sites to meet the demands created by growth. The Town of Lyons will review the Agreement at their October 3, 2016 meeting.

The fees are as follows:

Single-Family \$551
Duplex/Triplex \$510
Multi-Family \$353
Condo/Townhouse \$215
Mobile Home \$475

Attached: IGA & Methodology

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF LYONS AND

## THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES

- **1. PARTIES.** The parties to this *Intergovernmental Agreement Concerning Fair Contributions For Public School Sites* ("IGA") are: **THE TOWN OF LYONS**, a Colorado municipal corporation, ("Town"), and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado, ("District").
- 2. RECITALS AND PURPOSES. The Town's municipal boundaries lie within the boundaries of the District, and the Town's resident children attend the District's schools located within the Town. Pursuant to Section 22-54-102(3)(a), C.R.S., the parties may enter into intergovernmental agreements to cooperate with each other to assist in the funding of the District's capital construction projects, provided such funding is from a source of revenue that is otherwise authorized by law and is not from impact fees. Such statute further provides that the prohibition on the utilization of impact fees in such agreements "shall not be construed to restrict the authority of any local government to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu thereof" if such local government possesses the legal authority to require such reservations, dedications, or payments in lieu thereof. When considering an annexation petition, the Town is statutorily authorized by Sections 31-12-108.5 and 110(2), C.R.S., to impose certain terms and conditions relating to the effect of the proposed annexation upon local schools. The Town is further authorized by Section 31-23-214, C.R.S., to adopt regulations governing the subdivision of lands within its jurisdiction and which may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units. Furthermore, the Town's subdivision regulations provide that in considering land use applications, the Town may "impose reasonable conditions" which are necessary to ensure compliance with the comprehensive plan and "to protect the welfare of the Town and its residents." The parties agree that it is in the best interests of the citizens of the Town (who are also citizens of the District) to mutually enter into a cooperative agreement to adequately provide for Fair Contribution for Public School Sites within the Town. The purpose of this IGA is to set forth the terms, conditions, rights and obligations of each party with respect to the planning, collection, and use of Fair Contribution for Public School Sites. Accordingly, the parties covenant and agree to the following.
- 3. TERM. This Intergovernmental Agreement shall commence upon the Effective Date and continue thereafter for a period of ten (10) years thereafter, unless sooner terminated. Either party may terminate this Intergovernmental Agreement at any time with or without cause, upon one year's written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement for any reason upon sixty (60) days' notice delivered to the other party during the first 365 days following the Effective Date. For purposes of this Intergovernmental Agreement, the term "Effective Date" shall mean the date when it is approved by both parties' governing bodies or authorized officers.
- 4. **BEST INTERESTS OF TOWN AND RESIDENTS.** The parties acknowledge and agree that continued growth in residential land development necessitates the acquisition of additional public school sites and/or the enlargement or the new construction of school facilities to accommodate the corresponding increases in the student population resulting from such growth. Requiring land dedications or conveyances for public school sites, or payments in lieu of such land dedications/conveyances, (herein collectively referred to as "Fair Contribution for Public School Sites") will provide a portion of the land/facilities to meet such demands. The Town agrees that imposing such Fair Contribution for Public School Sites is in the best interests of the health, safety,

and welfare of the Town and its residents as contemplated by the Town's Subdivision Regulations' authorizations for imposing reasonable conditions upon land use approvals.

#### 5. SCHOOL SITE COORDINATION AND DEVELOPMENT REFERRALS.

- **5.1** The District agrees to locate future public school sites in conformity with the adopted plan of the Town, insofar as is feasible, and to consult with and advise the Town in writing in advance of any public school site acquisition or public school site development.
- 5.2 The Town shall refer to the District all residential annexation petitions and subdivision applications (including major and minor subdivisions and plat amendments) that require a public hearing before the Planning Commission and/or the Board of Trustees proposed within or affecting the District attendance area (herein, "Residential Land Development Applications") for the District's review and comment concerning the adequacy of public school sites and facilities. The Town will consider the District's comments in conjunction with the review and processing of each 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 Intergovernmental Agreement and the municipal code and regulations then in effect.
- 5.3 If a non-Residential Land Development Application is filed with the Town that may, in the opinion of the Town, have an influence or effect on property owned by, or on any school activities of, the District, the Town shall also refer information pertaining to that application to the District for review and comment. The District agrees to promptly review the referred development application and promptly submit its comments, recommendations, and requests to the Town by the deadline stated in any cover letter or referral letter accompanying the application from the Town to the District. Failure to timely respond may be deemed by the Town as a response from the District of "no comment" concerning the referred application.

#### 6. METHODOLOGY.

6.1 Contemporaneous with the Effective Date (or the effective date of—any amendments to the Town subdivision regulations and requirements requiring Fair Contribution for Public School Sites, if such amendments are deemed necessary by the Town's attorney as a condition precedent to implementation of this Agreement) the Town agrees to enforce such amendment as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 9 below. Town shall utilize its good faith best efforts to promptly enact such amendments if so required, but in any event no later than 60 days after the Effective Date.

The District has adopted a methodology ("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.

6.2 As part of the Methodology, the 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, multifamily units, condos/townhouses, and mobile homes). The Town and 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.

- **6.3** 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:
  - a. 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 District:
  - b. 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);
  - c. The means for determining the per acre fair market value of land for each type of residential dwelling; and
  - d. The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.
- 6.4 The Methodology shall be updated periodically as conditions warrant by the mutual consent of the Town and the District. A copy of the updated Methodology shall be furnished to the Town within 30 days after its adoption by the District. The Town shall hold a public hearing before accepting the updated Methodology.
- 6.5 It is the intent of the parties that the Methodology and any amendment thereto shall be in conformity with the requirements of Section 29-20-203, C.R.S.

## 7. FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

- As Fair Contribution for Public School Sites, any person or entity, as a condition of approval of the person or entity's applicable Residential Land Development Application shall be required to dedicate or convey land for a public school site to the District, or in the event the dedication of land is not deemed feasible or in the best interests of the District as determined by the Superintendent or designee, the District may require a payment in lieu of land dedication or conveyance to the District. The manner and amount of either type of Fair Contribution for Public School Sites shall be as stated in this Intergovernmental Agreement and the incorporated Methodology. This shall not preclude the 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.
- 7.2 If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 7.1 above, the Town agrees before recording of the final plat to require proof that the dedication has been made to the District in accordance with the following requirements:
  - a. The person or entity has conveyed to the 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 District),

including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.

- b. 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 Residential Land Development Application, the person or entity shall also pay or provide for the payment of its proportionate share of the street development costs, if any, 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.
- 7.3 The Town agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 8 below, it will obtain payment to the District for the Fair Contribution for Public School Sites or will require proof that land has been dedicated to the District, according to paragraph 7.1 or 7.2 above. These collected funds shall be forwarded to the Assistant Superintendent for Auxiliary Services at the District in a timely manner with the legal description of the lot indicated. The Superintendent of the District, or the Superintendent's Designee, shall provide proof of any land dedication to the Town Administrator of the Town, or the Town Administrator's Designee.
- **7.4** Nothing contained in this Intergovernmental Agreement shall preclude the 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.

#### 8. USE OF FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

- 8.1 The District shall hold or deposit in trust for public school sites all funds 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 District shall meet all requirements of Section 29-1-801 to 803, C.R.S., if applicable. The 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, and such dedications, conveyances, or payments shall be deemed exempt from the Town's calculation of fiscal year spending under Article X, Section 20(2)(e) of the Colorado Constitution.
- 8.2 The 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 units for which the Fair Contribution for Public School Sites was paid. Subject to the limitations in this Intergovernmental 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 District.
- 8.3 Except as otherwise provided in this Intergovernmental Agreement, any funds received as Fair Contribution for Public School Sites the District has not used for acquisition or development of public school sites within fifteen years of collection it shall tender for refund, with interest earned and credited according to Section 29-1-801 to 803, C.R.S., to the person or entity who made the Fair Contribution for Public School Sites. The 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 District. If

the person does not file a written claim for refund of the funds within the District within 90 days of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and revert to the District to be utilized for capital facilities or improvements that will benefit the residence for which Fair Contribution for Public School Sites funds were paid.

**8.4** The District may request the Town to extend the fifteen-year period of time specified in the previous subsection. Such request shall be made at the 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.

#### 9. EXEMPTIONS FROM FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

- **9.1** The following uses within the Town's boundaries shall be excepted from Fair Contribution for Public School Sites:
  - a. Construction of any non-residential building or structure;
  - b. Alteration, replacement with a comparable building or structure, or expansion of any legally existing building or structure provided such alterations, replacement, or expansion does not increase the number of residential dwelling units;
  - c. 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; or
  - d. Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect.
- 9.2 The Town may request, and the District may grant, an exemption from the Fair Share Contribution of a dwelling unit or of dwelling units where the Town demonstrates to the District that good cause exists to justify an exemption. For purposes of this Intergovernmental Agreement, "good cause" shall include, but not be limited to, a showing by the Town that a unit or units will significantly or substantially advance one or more legislatively established planning policies of the Town and that the wavier or exemption will directly assist the Town in achieving the policy of policies.

## 10. ANNUAL REPORT, ACCOUNTING, AND AUDIT.

- 10.1 The District shall submit an annual report on or before April 1 of each year to the Town describing the District's use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. This report shall also include:
  - a. A review of the assumptions and data upon which the Methodology is based, including student generation ratios, and attendance area boundaries;
  - b. Statutory changes or changes in the Methodology, including the School Planning Standards, and in District policies related to acquisition or construction of school sites and facilities; and
  - c. Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.

- 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.
- 10.3 The 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 Intergovernmental Agreement.
- 10.4 The 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 Intergovernmental 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 District.
- 10.5 At any time the Town deems necessary, the District shall honor the Town's request for an accounting from the chief financial officer of the District concerning the District's use of the Fair Contribution for Public School Sites.
- **11**. **NOTICES.** Any notice required by this Intergovernmental 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 Lyons Attention: Town Administrator 432 5<sup>th</sup> Avenue P.O. Box 49 Lyons, CO 80540 St. Vrain Valley School District RE-1J Att'n: Superintendent 395 South Pratt Parkway Longmont, CO 80501

Notice given by mail shall be effective upon mailing.

- 12. INDEMNIFICATION. The parties agree to cooperate in the defense of any claim or civil action that may be brought contesting the validity of this Intergovernmental Agreement or the implementing ordinances. The District shall be responsible for its attorneys' fees and for the Town's reasonable attorneys' fees and costs 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 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 therewith. Nothing contained in this Intergovernmental Agreement shall constitute any waiver for the Town or the District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive expiration and termination of the Intergovernmental Agreement, and be enforceable until all claims are precluded by statutes of limitation.
- **13. NO THIRD PARTY BENEFICIARIES.** None of the terms, conditions, or covenants in this Intergovernmental 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 District receiving services or benefits under this Intergovernmental Agreement shall be only an incidental beneficiary.
- **14. FINANCIAL OBLIGATIONS.** This Intergovernmental Agreement shall not be deemed a pledge of the credit of the Town or the District, or a collection or payment guarantee by the Town to the District. Nothing in this Intergovernmental Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.

- **15**. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Intergovernmental Agreement.
- 16. COUNTERPARTS. This Intergovernmental Agreement may be executed in several counterparts and, as so executed, shall constitute one Intergovernmental Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Intergovernmental Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.
- INTEGRATION AND AMENDMENT. This Intergovernmental Agreement represents the entire **17**. agreement between the parties and there are no oral or collateral agreements or understandings. This Intergovernmental Agreement may be amended only by an instrument in writing signed by the parties.
- 18. **EXHIBITS.** All exhibits referred to in this Intergovernmental Agreement are, by reference, incorporated in this Intergovernmental Agreement for all purposes.
- SEVERABILITY. If any provision of this Intergovernmental Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Intergovernmental Agreement shall remain fully enforceable, and this Intergovernmental Agreement shall be interpreted in all respects as if such provision were omitted.
- 20. WAIVER OF BREACH. The waiver by any party to this Intergovernmental Agreement of a breach of any term or provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 21. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Intergovernmental Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.

DATED: September 28, 2016	TOWN OF LYONS	
ATTEST:	By: Connie Sullivan, Mayor	
Debra Anthony, Town Clerk		

Dated: September 28, 2016

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
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By:
Robert J. Smith, President
Board of Education

ATTEST:

Debbie Lammers, Secretary Board of Education

Single Family	y						
		School F	<u>Planning</u>	Standards			
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard	Land	Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Elementary	100	0.15	525	10	0.28	\$49,466	
		14.6			0.120	<b>,</b> ,	
Middle Level	100	0.09	750	25	0.30	\$49,466	
		9.1					
High School	100	0.13	1200	50	0.53	\$49,466	
		13					
Total		36.5			1.11	\$49,466	\$55,143
Single Family	Student \	rield is .37					\$551 Per Unit

<b>Duplex/Triple</b>	Y						
Duplex/111pi	- A						
		School F	Planning	Standards			
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard		Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Clamanton:	100	0.00	505	10	0.20	<b>#40.466</b>	
Elementary	100	0.20	525	10	0.38	\$49,466	
		19.7					
Middle Level	100	0.09	750	25	0.30	\$49,466	
		8.9					
	400	0.00	4000		0.00	0.40, 400	
High School	100	0.09 8.6	1200	50	0.36	\$49,466	
		0.0					
Total		37.2			1.03	\$49,466	\$50,962
						·	• •
Duplex/Triple:	x Student	Yield is .38					\$510

	School F	Planning	Standards	<u> </u>		
				Acres of	Developed	Cash-in-lieu
Units	Yield					Contribution
100	0.15 14.5	525	10	0.28	\$49,466	
100	0.06 5.5	750	25	0.18	\$49,466	
100	0.06 6.1	1200	50	0.25	\$49,466	
	26.1			0.71	\$49,466	\$35,303
Student Yi	eld is .26					\$353 Per Unit
	0f Units 100 100	School   F	School Planning   Number   Projected   Student   Facility   Units   Yield   Standard   100   0.15   525   14.5     100   0.06   750   5.5     100   0.06   1200   6.1     26.1     26.1	School   Planning   Standards	School   Planning   Standards	Number   Projected   Student   Site Size   Acres of   Developed

Condo/Town	house						
		School F	Planning	Standards	<u> </u>		
		Projected	Student	Site Size	Acres of	Developed	
	Of Units	Student Yield	Facility Standard	Standard Acres	Land Contribution	Land Value	Cash-in-lieu Contribution
	Office	Tiela	Otandara	Acres	Continuation	Value	Oonthibution
Elementary	100	0.07	525	10	0.14	\$49,466	
		7.2					
Middle Level	100	0.04 3.9	750	25	0.13	\$49,466	
		0.0					
High School	100	0.04	1200	50	0.17	\$49,466	
Total		15.1			0.43	\$49,466	\$21,459
Condo/Townh	\$215 Per Unit						

Mobile Home	•						
		School F	Planning	Standards	<u> </u>		
		Projected	Student	Site Size	Acres of	Developed	
	Of Units	Student Yield	Facility Standard	Standard Acres	Land Contribution	Land Value	Cash-in-lieu Contribution
	Ullits	rieiu	Standard	Acres	Contribution	value	Contribution
Elementary	100	0.16	525	10	0.30	\$49,466	
		15.8					
Middle Level	100	0.09	750	25	0.28	\$49,466	
ivildale Level	100	8.5	730	23	0.28	φ49,400	
High School	100	0.09 9.0	1200	50	0.38	\$49,466	
		9.0					
Total		33.3			0.96	\$49,466	\$47,452
Mobile Home	Student Y	/ield is .33					\$475
							Per Unit