

NOTICE OF REGULAR MEETING AND AGENDA



September 11, 2019

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

Joie Siegrist, 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, Secretary
Chico Garcia, Member
Dr. Richard Martyr, Member
Paula Peairs, Vice President
Karen Ragland, Treasurer &
Asst Secy
Joie Siegrist, President
Robert J. Smith, Member*

1. CALL TO ORDER:

6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

1. United Power
2. Flagstaff Academy – National School to Watch Honor

5. SUPERINTENDENT UPDATE:

6. REPORTS:

1. Strive for Five Attendance

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the August 14, 2019 Regular Meeting, the August 21, 2019 Study Session, and the August 28, 2019 Regular Meeting
4. Approval: Approval of Easement Agreement at Main Street School with Colorado Department of Transportation
5. Approval: Approval of Contract Award for Sunset Middle School Renovation Project
6. Approval: Approval of Change Order 3 to Skyline High School Addition and Renovation Project

8. ACTION ITEMS:

1. Recommendation: Adoption of 2020/2021 & 2021/2022 School District Calendars
2. Recommendation: Approval of Intergovernmental Agreement (IGA) Concerning Fair Contributions for Public School Sites Between the Town of Dacono & SVVSD
3. Recommendation: Approval of Site Selection for Elementary #28
4. Recommendation: Approval of Contract – Sale of District Land in Frederick
5. Recommendation: Adoption of Resolution for Signature Authorization

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9. DISCUSSION ITEMS:

10. ADJOURNMENT:

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

Wednesday, September 18	6:00 – 8:00 pm Study Session-Sunset Middle
Wednesday, September 25	6:00 pm Regular Meeting
Wednesday, October 9	6:00 pm Regular Meeting

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Strive for Five Attendance
Strategic Priority – Outstanding Communication & Community
Collaboration

PURPOSE

To provide the Board of Education with an update on Strive for Five Attendance.

BACKGROUND

The *Strive for Five* attendance initiative is in its third year and seeks to improve attendance and chronic absenteeism rates across all schools in St. Vrain. Kristin Hefflon, Student Services Coordinator for the Office of Student Attendance and Engagement, will provide information related to: attendance rates, attendance liaisons' casework, collaboration with community partners, results of interventions, parental workshops, and credit recovery options for students.

Dr. Jackie Kapushion, Deputy Superintendent, will introduce Ms. Hefflon who will update the Board on *Strive for Five* and be available to answer questions.

September 11, 2019
Terminations/Leaves of Absence

7.1

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL								
8/5/2019	Buck, Darrin Frank	Assistant Principal / Coal Ridge MS		X					
	LICENSED								
6/5/2019	Backes, Mary	Physical Education Teacher / Main Street School					X		
8/16/2019	Christoffersen, Alexandra	Art Teacher / Columbine ES	X						
8/16/2019	Dowd-Williams, Mary	Psychologist / Student Services					X		
8/16/2019	Fox, Lindsay	Focus/STEM & Math Teacher / Erie HS	X						
8/6/2019	Hamzi, Walid	Science Teacher / Sunset MS	X						
8/16/2019	Herreid, Sally	Math Teacher / Niwot HS					X		
8/15/2019	Kelly, Katherine	Curriculum Specialist / Office of Professional Development		X					
8/30/2019	Klassen, Jessica	Permanent Substitute / Human Resources						X	27 Years
8/6/2019	Lee, Catrina	Language Arts Teacher / Olde Columbine HS					X		
8/7/2019	Lemon, Genesee	Special Education Teacher / Northridge ES	X			X			
8/12/2019	Lemon, Joshua	Dean of Students & Instructional Coach / Timberline PK-8	X						
8/12/2019	Lever, Anna	Social Studies Teacher / Frederick HS	X						
8/12/2019	Martinez, Marissa	Physical Education Teacher / Thunder Valley K-8	X						
5/24/2019	Menhert, Stephanie	Dean of Students , ESL Teacher, & MTSS Teacher / Legacy ES					X		
8/12/2019	Miller, Rebecca	Counselor / Mead HS	X						
8/7/2019	Mitchell, Melanie	Special Education Teacher / Thunder Valley K-8					X		
5/24/2019	Muniz, Rachel	Counselor / Erie MS & Westview MS					X		
8/16/2019	Sliz, Shauna	Social Studies Teacher / Niwot HS					X		
8/19/2019	Smith, Jodi	Counselor / Altona MS	X						
8/16/2019	Smith, Taryl	ESL Teacher / Niwot HS					X		
8/14/2019	Weaver, Kelly	Autism Specialist / Student Services	X			X			
8/6/2019	Weber, Angela	Special Education Teacher / Soaring Heights PK-8	X						
8/9/2019	Zimmerman, Lindsey	Dean of Students & Instructional Coach / Timberline PK-8	X						
	CLASSIFIED								
8/15/2019	Adams, Chelsie	Special Education Para / Longmont HS					X		
5/24/2019	Amrose, Jenica	Behavior Coach / Main Street School					X		
7/15/2019	Applen, Christopher	Custodian / Sanborn ES							Job Abandonment
8/12/2019	Billmaier, Thomas	Campus Supervisor / Soaring Heights PK-8	X						
9/3/2019	Cooper, LeAnn	Substitute Scheduler / Human Resources	X						
5/24/2019	Donovan, Heather	ECSE Para / Central ES					X		
8/8/2019	Edwards, Leandra	Dispatcher / Transportation	X						
8/22/2019	Farnsworth, Michael	Bus Driver, Special Education / Transportation		X					
8/1/2019	Herman, Lori	Secretary & Health Clerk / Lyons M/S	X						
8/20/2019	Hobson, Patrick	HVAC Technician / Operations & Maintenance							Administrative Recommendation
9/17/2019	Klimecki, Amanda	Lab Technician / Timberline PK-8	X						
8/30/2019	Martinez, Victoria	Truancy Advocate / Student Services					X		
8/20/2019	Montelongo Morales, David	Campus Supervisor / Mead HS					X		

*Will work a 110 Day Contract for 2019-2020

September 11, 2019

7.1

[illegible]

*Will work a 110 Day Contract for 2019-2020

Staff Appointments

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
9/3/2019	Waldrep, Janine	Buyer	Purchasing		X
	LICENSED				
8/12/2019	Flynn, Asa	ESL Teacher	Sunset MS		X
8/6/2019	Grine, Richard	Special Education Teacher	Frederick HS		X
8/19/2019	Johnson, Molly	4th Grade Teacher	Legacy ES		X
8/6/2019	Klatt, Sandra	Registered Nurse	Student Services	X	
8/12/2019	Perez, Helene	Math Teacher	Niwot HS		X
8/6/2019	Roberts, Kelcey Lynn	Math Teacher	Sunset MS		X
8/8/2019	Saice, Nicole	ESL Teacher	Niwot HS		X
8/6/2019	Stewart, Brittany	Science Teacher	Thunder Valley K-8		X
8/6/2019	Szymanski, Amy	Registered Nurse	Student Services	X	
8/6/2019	Talley, Ray	Social Worker	Main Street School		X
	CLASSIFIED				
8/28/2019	Borges, Ali	Special Education Para	Legacy ES		X
8/12/2019	Brown, Madison	Instructional Para	Centennial ES		X
8/9/2019	Callaway, Abigail	Instructional Para	Centennial ES	X	
9/9/2019	Dawson, Shawn	Non-Instructional Para	Sanborn ES	X	
8/12/2019	Delevoryas, Ruth	Accompanist	Thunder Valley K-8		X
9/9/2019	Dowd, Katherine	Health Clerk	Longmont HS	X	
8/1/2019	Edwards, Jennifer	Specialized Program Para	Main Street School		X
8/9/2019	Elcock, Tyrell	Instructional Para	Frederick HS		X
8/9/2019	Essig, Susan	Instructional Para	Lyons ES		X
8/26/2019	French, Jacque	Health Clerk	Legacy ES		X
8/16/2019	Greene, Sean	Custodian	APEX	X	
8/7/2019	Johnson, Aaron	Custodian	Auxiliary Services	X	
8/13/2019	Karie, Kayliana	ECSE Para	Central ES		X
8/9/2019	McKean, Madison	Special Education Para	Lyons M/S		X
8/13/2019	Mendez-Olivas, Catalina	Preschool Para	Spark Discovery PS	X	
8/19/2019	Naccarato, Lisa	Instructional Para	Prairie Ridge ES		X
8/15/2019	Nelson, Angela	Instructional Para	Lyons ES	X	
9/3/2019	Rios, Rebecca	Bus Driver - Non-CDL	Transportation	X	
8/20/2019	Siders, Morgan	Accompanist	Thunder Valley K-8		X
8/13/2019	Steen, Claire	Special Education Para	Niwot HS		X
8/12/2019	Vagher, Kristi	Special Education Para	Coal Ridge MS		X

MEMORANDUM

DATE: September 11, 2019
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board of Education Meeting Minutes
Strategic Priority – High Functioning School Board

RECOMMENDATION

That the Board of Education approve the minutes from the August Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes from the August 14, 2019 Regular Meeting, the August 21, 2019 Study Session, and the August 28, 2019 Regular Meeting.

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Easement Agreement at Main Street School with
Colorado Department of Transportation
Strategic Priority – Outstanding Communication and Community
Collaboration

RECOMMENDATION

That the Board of Education approve the easement agreement between Colorado Department of Transportation (CDOT) and St. Vrain Valley Schools for the property at Main Street School, and authorize Joie Siegrist, Board President, to sign the appropriate documents.

BACKGROUND

This permanent easement is for the purpose of CDOT making improvements to the existing curb, gutter, and sidewalk located on the property at Main Street School. Upon acceptance of this agreement, CDOT will pay the district a one-time payment of \$1,000.

Final documents were reviewed by District legal counsel.

AGREEMENT FOR PERMANENT EASEMENT

RECITALS

A. The Colorado Department of Transportation (CDOT) is reconstructing curb, gutter and sidewalk improvements ("Sidewalk") to meet Federal accessibility requirements, shown on attached Exhibit "A". A portion of the Sidewalk will be located on public right of way (ROW) and a portion will be located on private property. CDOT requires a permanent easement for the portion of the Sidewalk that will be located on private property ("Permanent Easement"). The approximate boundary line between existing ROW and private property, and the Permanent Easement parcel are illustrated on Exhibit "A".

B. Landowners have certain rights when CDOT needs to acquire a Permanent Easement. CDOT has offered the landowner ("Owner") \$1,000.00 as payment for the Permanent Easement and as consideration for a waiver of those rights. \$1,000.00 is more than CDOT's estimate of the fair market value of the Permanent Easement.

C. Owner has agreed to accept the \$1,000.00 payment for the value of the Permanent Easement and as consideration for the waiver of these rights. This is a voluntary agreement not carried out under the threat of eminent domain. This Agreement defines CDOT and the Owner's rights and responsibilities for this arrangement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals which are incorporated by reference, the promises, and covenants contained in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, Owner and CDOT agree to the following terms and conditions.

1. EXECUTION OF PERMANENT EASEMENT AGREEMENT

Owner will execute and deliver to CDOT this Agreement and the Permanent Easement Agreement attached hereto as Exhibit "B" ("Permanent Easement Agreement"). When such documents are executed and delivered, CDOT shall then pay the Owner \$1,000.00.

2. OWNER'S WAIVER OF LEGAL RIGHTS

Owner understands that it has the right to a property acquisition process that includes the Owner's right to contest the just compensation offered, which is the fair market value of the Permanent Easement. These rights arise from federal and state constitutions, statutes and regulations. Owner understands that it is entitled to consult an attorney to be advised of these legal rights. Owner hereby voluntarily waives all legal rights it may have with a full understanding of those rights, and voluntarily agrees to sign this Agreement and accept \$1,000.00 in lieu of such rights.

3. CONSIDERATION – PAYMENT

The consideration for this Agreement is \$1,000.00, plus the waiver of legal rights as set forth in paragraph 2 above. This Agreement shall be valid and enforceable upon Owner's execution and delivery to CDOT of this Agreement and the permanent easement agreement (Exhibit "B") and CDOT's tender of \$1,000.00 to Owner.

4. AGREED USES

The uses for the Permanent Easement are defined in the permanent easement agreement (Exhibit "B").

5. TERM OF AGREEMENT

CDOT's rights for the permanent easement are perpetual after owner's execution of the permanent easement agreement (Exhibit "B").

6. SPECIAL CONDITIONS

CDOT may need to remove a small portion of the existing lawn to construct the Sidewalk. CDOT's contractor will reasonably restore the disturbed area outside of the Sidewalk to its prior condition. Aside from that item, CDOT shall not remove or demolish (in whole or in part) any existing improvements, trees or vegetation on the owner's property without the prior approval of owner.

7. BINDING ON SUCCESSORS

The terms and condition of this Agreement shall run with the land and shall apply to, and bind the heirs, successors and assigns of the Owner. CDOT shall be entitled to record this Agreement with the clerk and recorder of the county in which the Owner's property is located.

CDOT

**ST VRAIN VALLEY SCHOOL DISTRICT RE-1J -
OWNER**

By: _____
Peter Sulmeisters, Region 4 ROW Manager

By: _____

Date: _____

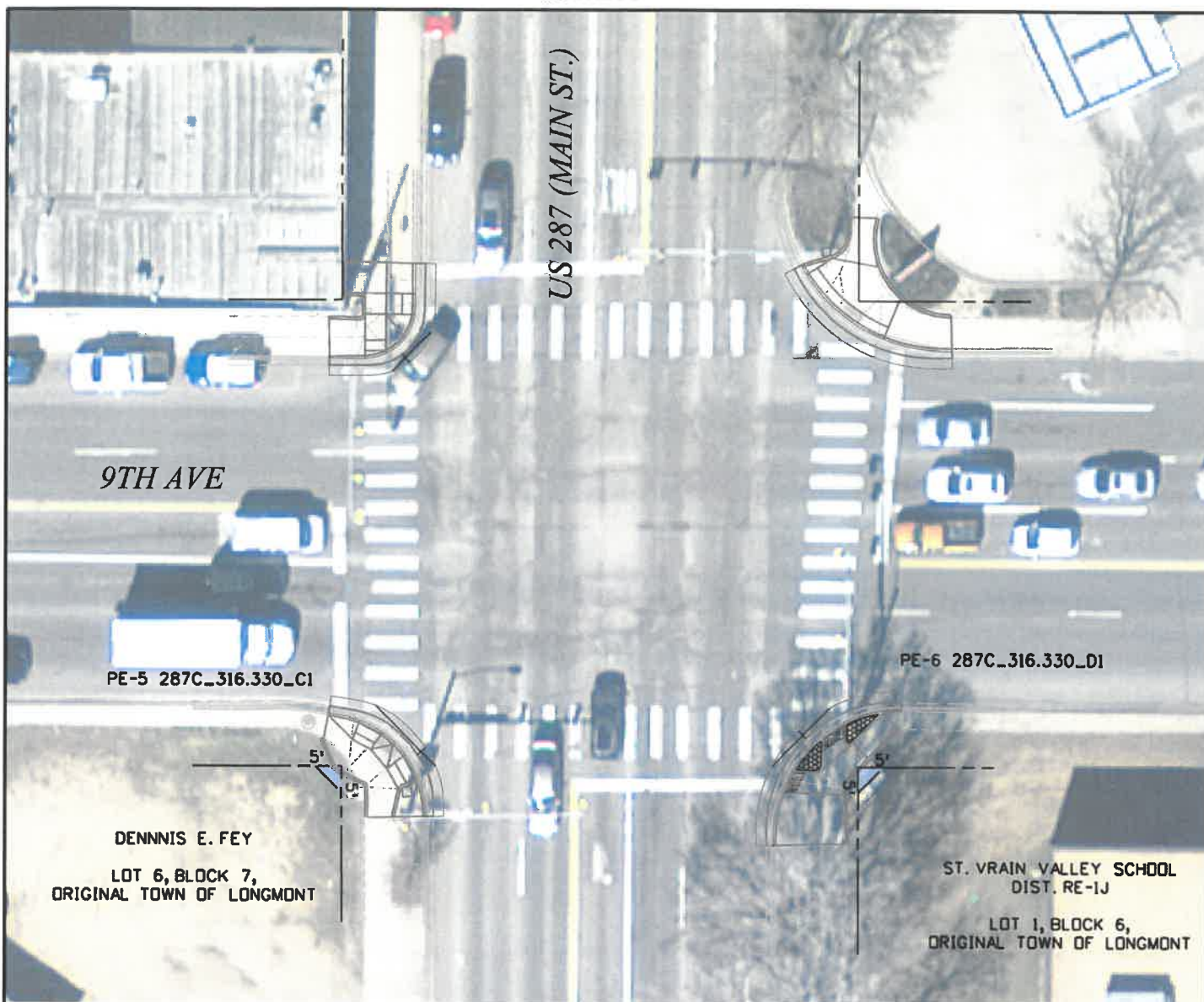
Printed Name: _____

Title: _____

Date: _____

Contact phone number: _____

EXHIBIT "A"



PE-5 287C_316.330_C1

A Permanent Easement (PE-5), containing 12.5 square feet, more or less, for construction and maintenance of ADA ramps and associated appurtenances, being a portion of Lot 6, Block 7, ORIGINAL TOWN OF LONGMONT, described as follows: Beginning at the Northeast corner of said Lot 6, thence along the East line of said Lot 6, South 5 feet; thence Northwesterly to the North line of said Lot 6; thence along said North line, East 5 feet to the Point of Beginning; lying in the Northwest Quarter of Section 3, Township 2 North, Range 69 West of the 6th P.M.

PE-6 287C_316.330_D1

A Permanent Easement (PE-6), containing 12.5 square feet, more or less, for construction and maintenance of ADA ramps and associated appurtenances, being a portion of Lot 1, Block 6, ORIGINAL TOWN OF LONGMONT, described as follows: Beginning at the Northwest corner of said Lot 1, thence along the North line of said Lot 1, East 5 feet; thence Southwesterly to the West line of said Lot 1; thence along said West line, North 5 feet to the Point of Beginning; lying in the Northeast Quarter of Section 3, Township 2 North, Range 69 West of the 6th P.M.



Note:

This Exhibit is not a boundary survey of the property and is prepared for the Colorado Department of Transportation purposes only. The mapped data on this site does not constitute a legal land survey, and was assembled using record deeds and plats available from public records.


Print Date: 07/17/2019	ADA RAMP SUBDIVISION NAME SUBDIVISION NAME			Project No./Code	
Main St. & 9th Ave.				C R400-367	
Horiz. Scale: 1"=30"					
	Designer: PAH		Region: 4 ROW	22771	
Unit Information CDDT R 4	Detailer: PAH		Unit Leader: IJN		
Unit Leader Initials IJN			Sheet: 1 of 1	LDNGMONT ADA RAMPS	

EXHIBIT "B"

PROJECT NO. C R400-367

LOCATION: US-287 (MAIN ST.) - LONGMONT, CO

PERMANENT EASEMENT NO.: PE-6

PROJECT CODE: 22771

NON-EXCLUSIVE PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ST VRAIN VALLEY SCHOOL DISTRICT RE-1J, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, in hand paid by the DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, Grantee, receipt of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors, and assigns a NON-EXCLUSIVE PERPETUAL EASEMENT on, along, over and across the following described premises, to-wit:

See Attached Exhibit "A" dated July 17, 2019 for:

Project No. C R400-367

Permanent Easement No. PE-6

Project Code: 22771

PURPOSE

The purpose of the above described Permanent Easement is for construction, use and maintenance of curb, gutter, pedestrian facilities button and associated appurtenances.

Signed this ____ day of _____, 20 ____.

GRANTOR: ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____

Printed Name: _____

Title: _____

STATE OF _____

}ss:

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____

by _____ as _____ of ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

An entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

The Entity is a: _____
(State type of entity and state, country or other government authority under whose laws such entity was formed)

The mailing address for the Entity is: _____

The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

Name: _____ Title: _____

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: _____

(If no limitations insert "NONE")

The instrument and recording information, including the County, of the document by which title was acquired is:

Other matters concerning the manner in which the Entity deals with any interest in real property are:

EXECUTED this _____

Signature: _____

Name: _____
(Typed or printed)

Title (if any): _____

STATE OF _____

COUNTY OF _____

} ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ as _____ of ST VRAIN VALLEY SCHOOL
DISTRICT RE-1J

Witness my hand and official seal.

My commission expires: _____

Notary Public

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Sunset Middle School Renovation Project
Strategic Priority – Student and Staff Well-Being & District-Wide Safety
and Security

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Halcyon Construction for a maximum amount of \$180,000 and an initial contract award of \$153,055, for the Sunset Middle School Renovation Project. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This project will redirect bus traffic from Career Development Center to the Sunset Middle School bus loop and will include a pedestrian bridge.

As a pre-qualified contractor for SVVSD, Halcyon Construction was selected for this project based on their experience.

Funding for the project is available from Capital Reserve funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order 3 to Skyline High School Addition & Renovation Project
Strategic Priority – Student and Staff Well-Being & Portfolio of 21st Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve Change Order 3 for \$85,471 to the Skyline High School Addition & Renovation Project contract with McCarthy Construction for the Skyline High School Addition & Renovation Project for a \$3,180,045 total contract value. 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

This Change Order includes maintenance design changes and adjustments for the classroom addition, as well as concrete overlay for the new staff parking lot.

Funding for the Project was planned for in the 2016 Bond program. This item is being brought forth to comply with Board policy FEH stating any accumulative changes that exceed the Board-approved amount must have Board approval.

Original Agreement Amount (a)	\$ 2,667,364.00
Previous change orders (b)	\$ 427,210.00
Current change order (c)	\$ 85,471.00
Total changes (previous + current) (d)	\$ 512,681.00
New contract amount (e)	\$ 3,180,045.00

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of 2020-2021 and 2021-2022 School District Calendars
Strategic Priority – Outstanding Communication & Community Collaboration

RECOMMENDATION

That the Board of Education adopt the proposed calendars for a two-year calendar period (2020-2021 and 2021-2022).

BACKGROUND

The development of the 2020-2021 and 2021-2022 calendars began in August 2018. In establishing the calendars, the District Calendar Committee gathered numerous resources to guide the creation of the calendars, which included:

- Calendars from Neighboring Districts
- Schedules from Universities
- Testing Schedules
- Athletic Schedules

In the attached proposed 2020-2021 calendar, students begin school August 18, 2020 and end school May 27, 2021. In the proposed 2021-2022 calendar, students begin school August 17, 2021 and end school May 26, 2022. Seven Professional Learning Community (PLC) Days are included, and remain the 1st Wednesday of every month, excluding October and January in both calendars.

The goals of the Committee included:

- Facilitate what is best for students, focusing on achievement
- Facilitate what is best for adults/teachers, providing opportunity for entry of grades prior to the end of a grading period
- Consider opportunities for teachers to improve practice
- Meet State/Federal requirements and District policy

Dr. Diane Lauer, Assistant Superintendent of Priority Programs and Academic Support, will be present to address any questions.

ST. VRAIN VALLEY SCHOOLS

academic excellence by design

CALENDAR LEGEND



Professional Learning Community Day/Late Start - 7 Total

All students in schools begin the school day 2.5 hours later than normal.
All teachers/staff will be engaged in collaborative professional development.



Non-Student Contact Days

12 Total - 5 Work, 4 Comp, 3 Split



Schools Closed



Beginning of quarter



End of quarter



Beginning of trimester



End of trimester



New Teacher Orientation



Graduation



Denotes Day 1

For Middle & High School Schedules



Summer school, academic enrichment opportunities and community schools programming. For a complete schedule go to www.svvsd.org/summerlearning

IMPORTANT DATES

Aug 6-7 & 10, 2020: New Teacher Orientation

Aug 11-14 & 17, 2020: Non-Student Contact Days (Aug 12 & 13, 2020 Split Day)

Aug 18, 2020: First Day of School for Students

Sept 7, 2020: Labor Day

Oct 16, 19, 2020: Non-Student Contact Day

Nov 23-27, 2020: Thanksgiving Break

Dec 21, 2020-Jan 1, 2021: Winter Break

Jan 4-5 2021: Non-Student Contact Days (Jan 5, 2021 Split Day)

Jan 18, 2021: Martin Luther King Day

Feb 12, 2021: Non-Student Contact Day

Feb 15, 2021: Presidents' Day

Mar 22-26, 2021: Spring Break

Apr 30, 2021: Non Student Contact Day

May 26, 2021: Graduation - Life Skills ACE Completion Ceremony

May 27, 2021: Last Day of School for Students

May 27, 2021: Graduation - Olde Columbine HS, Universal HS

May 28, 2021: Non-Student Contact Day

May 28, 2021: Graduation - St. Vrain Online Global Academy

May 29, 2021: Graduation - Erie HS, Frederick HS, Longmont HS, Lyons M/S, Niwot HS, Silver Creek HS

May 29, 2021: Graduation - Mead HS, Skyline HS - Staggered

May 31, 2021: Memorial Day

If for any reason this calendar must be altered the Board of Education may schedule makeup dates on Saturdays, during scheduled school breaks, and/or at the end of the present calendar.

2020-2021 Academic Calendar

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021 21						
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STUDENT CONTACT DAYS

Quarters/Semesters

1st Quarter: 42

2nd Quarter: 39 1st Semester: 81

3rd Quarter: 50

4th Quarter: 43 2nd Semester: 93

174 Total Days

Trimesters

1st Trimester: 51

2nd Trimester: 60


3rd Trimester: 63


174 Total Days



NON-STUDENT CONTACT DAYS


5 Teacher Work Days

4 Teacher Compensation Days for evening parent conferences. Conferences are frequently scheduled in the evening to accommodate the schedules of working parents. Please check with your student's school for specific dates and times for their conferences. 3 Split Days for teacher professional development.


 **Professional Learning Community Day/Late Start - 7 Total**
 All students in schools begin the school day 2.5 hours later than normal.
 All teachers/staff will be engaged in collaborative professional development.

 **Non-Student Contact Days**
 12 Total - 5 Work, 4 Comp, 3 Split

 **Schools Closed**  **Split Day**

 **Beginning of quarter**


 **End of quarter**


 **Beginning of trimester**

 **End of trimester**

 **New Teacher Orientation**

 **Graduation**

 **Denotes Day 1**
 For Middle & High School Schedules

 **Summer school, academic enrichment opportunities and community schools programming.** For a complete schedule go to www.svvsd.org/summerlearning

IMPORTANT DATES

Aug 5-6, & 9, 2021: New Teacher Orientation
 Aug 10-13 & 16, 2021: Non-Student Contact Days (August 11 & 12 Split day)
 Aug 17, 2021: First Day of School
 Sept 6, 2021: Labor Day
 Oct 15, 18, 2021: Non-Student Contact Days
 Nov 22-26, 2021: Thanksgiving Break
 Dec 20-31, 2021 : Winter Break
 Jan 3, 4, 2022: Non-Student Contact Days (Jan 4, 2022 Split Day)
 Jan 17, 2021: Martin Luther King Jr. Day
 Feb 18, 2021: Non-Student Contact Day
 Feb 21, 2022: Presidents' Day
 Mar 21-25, 2022: Spring Break
 Apr 29, 2022: Non-Student Contact Day
 May 25, 2022: Graduation - Life Skills ACE Complete
 May 26, 2022: - Last Day of School for Students
 May 26, 2022: Graduation - Olde Columbine HS, Universal HS
 May 27, 2022: Graduation - St. Vrain Online Global
 May 28, 2022: Graduation - Erie HS, Frederick, HS, Longmont HS, Lyons M/S,
 Niwot HS, Silver Creek HS
 May 28, 2022: Graduation - Mead HS, Skyline HS - Staggered
 May 30, 2022 Memorial Day

If for any reason this calendar must be altered the Board of Education may schedule makeup dates on Saturdays, during scheduled school breaks, and/or at the end of the present calendar.

2021-2022 Academic Calendar

July 2021						
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March 2022						
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May 2022						
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June 2022						
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MEMORANDUM

DATE: September, 11, 2019

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 City of Dacono and the St. Vrain Valley School District RE-1J
Strategic Priority – Outstanding Communication and Community Collaboration

RECOMMENDATION

That the Board of Education approve the IGA with the City of Dacono and further authorize the appropriate Board officers to sign the IGA.

BACKGROUND

This IGA provides a methodology that requires the dedication of land or cash-in-lieu of land for the future acquisition and development of school sites based on housing type, acreage requirements and student yield. This is a model that other communities and districts have followed for over twenty years. The City of Dacono and the District initially entered into a joint agreement in June of 1998. In January 2008, the City of Dacono terminated the IGA with the District. After recent meetings with City staff and the City Council of Dacono, there was renewed interest expressed in again entering into an IGA which would help the District and the City plan for future school sites in Dacono.

There are no proposed changes to the agreement or the fees compared with the other Weld County communities, other than the focus being upon Dacono and the location of future schools within the Comprehensive Plan area of Dacono that covers the St. Vrain Valley School District.

The Planning Department is reviewing components of the fee calculation, including current student yields by housing type, sales of recent parcels of undeveloped land, and current estimates of costs associated with the development of land. If there are significant changes, the fee calculations may be modified in future updates to the IGA's.

The proposed fees are as follows:

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

Attached: IGA/Methodology

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAcono
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 CITY OF DAcono**, a Colorado municipal corporation, ("City"), and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado, ("District").

2. RECITALS AND PURPOSES. The City's municipal boundaries lie within the boundaries of the District, and the City's resident children attend the District's schools. 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 City 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 City is further authorized by Sections 29-20-104 and 31-23-214, C.R.S., to adopt regulations governing the subdivision of lands within its jurisdiction on the basis of the impact thereof to the community and which may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units. The parties agree that it is in the best interests of the citizens of the City (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 City. 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. For purposes of this Intergovernmental Agreement, the term "Effective Date" shall mean the date when it is approved by both the respective party's governing bodies or authorized officers.

4. BEST INTERESTS OF CITY 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 City agrees that imposing such Fair Contribution for Public School Sites is in the best interests of the health, safety, and welfare of the City and its residents as contemplated by the City's Subdivision Ordinance and Development Regulations.

5. CONSTRUCTION OF NEW SCHOOLS. The timing of construction of new schools within Dacono City limits will depend on the growth of the student population in Dacono and adjacent areas, the

capacity of schools serving the residents of Dacono, and securing adequate funding, typically through a successful bond election. The City and School District will work together in analyzing the needs and the timing of such schools. Based on the long range build-out scenario in the Dacono Comprehensive Plan as currently depicted, the parties agree that schools would likely be located in Dacono in the future based upon such Plan, enrollment growth, capacity, and funding availability. The City and the School District will work together to identify school sites to meet the future demand and to reflect those on appropriate planning documents

6. SCHOOL SITE COORDINATION AND DEVELOPMENT REFERRALS.

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

6.2 The City shall refer to the District all 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 City Council 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 City 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 regulation then in effect. If a non-Residential Land Development Application is filed with the City that may, in the opinion of the City, have influence or effect on property owned by or activities of the District, the City 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 City by the deadline stated in any cover letter or referral letter accompanying the application from the City to the District. Failure to timely respond may be deemed by the City as a response from the District of "no comment" concerning the referred application.

7. METHODOLOGY.

7.1 Contemporaneous with the Effective Date and the effective date of the amendment to the City subdivision regulations and requirements requiring Fair Contribution for Public School Sites, if such amendment is deemed necessary by the City, the City 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.

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.

7.2 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, multi-family units, condos/townhouses, and mobile homes). The City and District agree that the Methodology is reasonable and the approved then-current Methodology shall apply to new residential construction within the City. The Methodology shall be the basis for computing Fair

Contribution for Public School Sites for new residential construction. The City and District agree that the Methodology adopted by the District shall be periodically reviewed and revised to reflect the current standards and conditions within the District.

7.3 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 City and the District. A copy of the updated Methodology shall be furnished to the City within 30 days after its adoption by the District. The City shall hold a public hearing before revising the Methodology.

6.5 It is the intent of the parties that the Methodology and any amendment thereto, and application of the Methodology pursuant to paragraph 7, shall be in conformity with the requirements of Section 29-20-203, C.R.S.

8. FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

8.1 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.

8.2 If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 7.1 above, the City 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 items, 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. The City shall require that the person or entity provide all environmental site assessments and hazardous waste studies to the District for review of the suitability of the site.

c. 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 for the streets adjacent to the dedicated land, and shall either provide or pay or make provision for the payment of the costs associated with making improvements for water, sewer, and all other utilities stubbed to the site, make the necessary water dedication pursuant to, as applicable, the Methodology, City annexation/subdivision regulations and agreements, and provide over-lot grading of the dedicated land.

d. In addition to any lands dedicated or conveyed, the person or entity shall provide to the District an option to purchase abutting lands identified as a school site at their fair market value so that the dedicated or conveyed and purchased lands together form a contiguous parcel which meets the school district's land area requirements.

e. The District shall at no expense to the City maintain all lands dedicated to the District, including without limitation mowing in conformance with City regulations. The District and the City may by separate joint use agreement mutually agree to allow for the development and use of the school site for park or recreational uses by the City until plans are commencing for construction of a school.

f. The District shall utilize the lands dedicated or conveyed solely as a site for a school. If at such time the District determines that a school is no longer necessary at the particular site and determines to sell the land, the District shall offer a ninety (90) day first right of refusal to the City to purchase the parcel at the per acre amount established in the then-current and adopted Methodology demonstrated in Exhibit A. The District shall allow the City a multi-fiscal year time-period for payment for the school site, if requested by the City, not to exceed three (3) years. Any sale to the City shall include the water dedicated for or attached to the land unless by agreement of both parties the water shall be retained by the District, in which case the value of the land shall be reduced accordingly.

8.3 The City agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 9 below, it will require proof that the Fair Contribution for Public School Sites, according to paragraph 7.1. above, has been received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such proof in a timely manner to the City Manager of the City, or the City Manager's designee.

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

9. USE OF FAIR CONTRIBUTION FUNDS FOR PUBLIC SCHOOL SITES.

9.1 The District shall hold or deposit in trust for public school sites all funds it has received 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 City under the provisions of Article X, Section 20 of the Colorado Constitution, and such dedications, conveyances, or payments shall be deemed exempt from the City's calculation of fiscal year spending under Article X, Section 20(2)(e) of the Colorado Constitution.

9.2 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 following additional limitation: the use of funds is further restricted to school acquisitions and development of school sites within the St Vrain Valley School District portion of the Dacono Comprehensive Plan. 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.

9.3 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. This does not pertain to the dedication of land. 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.

9.4 The District may request the City to extend the fifteen-year period of time specified in the previous subsection. Such request shall be made at the public hearing before the City, which may for good cause shown, and in its discretion, extend such period of time as the City deems reasonable and necessary.

10. EXEMPTIONS FROM FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

10.1 The following uses within the City'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;
- d. Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect; or
- e. Construction of any residential building or structure owned by any housing authority of the City.

10.2 The City may request, and the District may grant, an exemption from the Fair Contribution for Public School Sites for a dwelling unit or dwelling units where the City 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 City that a unit or units will significantly or substantially advance one or more legislatively established planning policies of the City and that the wavier or exemption will directly assist the City in achieving the policy or policies.

11. ANNUAL REPORT, ACCOUNTING, AND AUDIT.

11.1 The District shall submit an annual report on or before March 31 of each year to the City 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 date 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.

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

11.3 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.

11.4 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 City. The cost of the audit shall be paid for by the District.

11.5 At any time the City deems necessary, the District shall honor the City'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.

12. 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:

City of Dacono
Attention: City Manager
512 Cherry Street
Dacono, CO 80514

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.

13. INDEMNIFICATION. The parties agree to cooperate in the defense of any claim or civil action that may be brought contesting the validity or application of this Intergovernmental Agreement or the implementing ordinances. The District shall be responsible for its attorneys' fees and for the City's reasonable attorneys' fees and costs and, to the extent allowed by law, for payment of any final monetary judgment and any fees and costs entered or awarded against the City, in any such action. Upon receipt by the City of any claim, or commencement of a civil action against the City, the City 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 City 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.

14. 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 City or the District receiving services or benefits under this Intergovernmental Agreement shall be only an incidental beneficiary.

15. FINANCIAL OBLIGATIONS. This Intergovernmental Agreement shall not be deemed a pledge of the credit of the City or the District, or a collection or payment guarantee by the City 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.

16. 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.

17. 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.

18. INTEGRATION AND AMENDMENT. This Intergovernmental Agreement represents the entire 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.

19. EXHIBITS. All exhibits referred to in this Intergovernmental Agreement are, by reference, incorporated in this Intergovernmental Agreement for all purposes.

20. 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.

21. 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.

22. 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 Arbitrator 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.

23. EFFECTIVE DATE: _____, 2019

CITY OF DACONO

By: _____
Mayor

ATTEST:

City Clerk

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
President of the Board of Education

ATTEST:

Secretary to the Board of Education

**School Planning
Standards And
Calculation of
In Lieu Fees**

Single Family							
		School Planning Standards					
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	100	0.22 22	525	10	0.42	\$80,117	
Middle Level	100	0.1 10	750	25	0.33	\$80,117	
High School	100	0.11 11	1200	50	0.46	\$80,117	
Total		43			1.21	\$80,117	\$96,999
Single Family Student Yield is .66							\$970 Per Unit

**School Planning
Standards And
Calculation of
In Lieu Fees**

Duplex/Triplex							
		School Planning Standards					
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	100	0.2 20	525	10	0.38	\$80,117	
Middle Level	100	0.09 9	750	25	0.30	\$80,117	
High School	100	0.09 9	1200	50	0.38	\$80,117	
Total		38			1.06	\$80,117	\$84,600
Duplex/Triplex Student Yield is .56							\$846 Per Unit

**School Planning
Standards And
Calculation of
In Lieu Fees**

Multi-Family							
	School Planning Standards						
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	100	0.15 15	525	10	0.29	\$80,117	
Middle Level	100	0.06 6	750	25	0.20	\$80,117	
High School	100	0.06 6	1200	50	0.25	\$80,117	
Total		27			0.74	\$80,117	\$58,943
							\$589 Per Unit
Multi-Family Student Yield is .25							

School Planning Standards And Calculation of In Lieu Fees

Condo/Townhouse							
		School	Planning	Standards			
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	100	0.07 7	525	10	0.13	\$80,117	
Middle Level	100	0.04 4	750	25	0.13	\$80,117	
High School	100	0.04 4	1200	50	0.17	\$80,117	
Total		15			0.43	\$80,117	\$34,717
Condo/Townhouse Student Yield is .29							\$347 Per Unit

**School Planning
Standards And
Calculation of
In Lieu Fees**

Mobile Home							
	School Planning Standards						
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	100	0.16 16	525	10	0.30	\$80,117	
Middle Level	100	0.09 9	750	25	0.30	\$80,117	
High School	100	0.09 9	1200	50	0.38	\$80,117	
Total		34			0.98	\$80,117	\$78,496
Mobile Home Student Yield is .42							\$785 Per Unit

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Site Selection for Elementary #28
Strategic Priority – Portfolio of 21st Century Instructional Focus
Schools and Robust Co-Curricular Opportunities

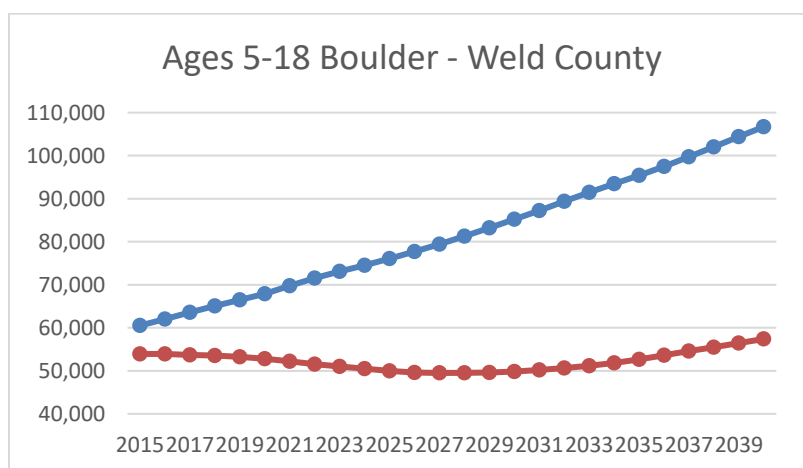
RECOMMENDATION

That the Board of Education identify a site for the construction of the remaining elementary school funded in the 2016 Bond (originally referred to as the floater elementary due to its location to be determined by future growth). The optimal site based on a number of factors reviewed below leads to the Erie Highland site (a 10 acre parcel within Erie Highlands Filing #11, Block 5, Lot 1).

BACKGROUND

The location of Elementary #28, funded through the 2016 Bond Election, has been anticipated for the Weld County area of the District since approval of the Bond. The past five years of enrollment continues to bear that out with nearly 1,400 students added in Weld County compared with approximately 400 in Boulder County.

Projections for ages 5 through 18 by the State Demographer also point out the strong growth expected in the Weld County area.

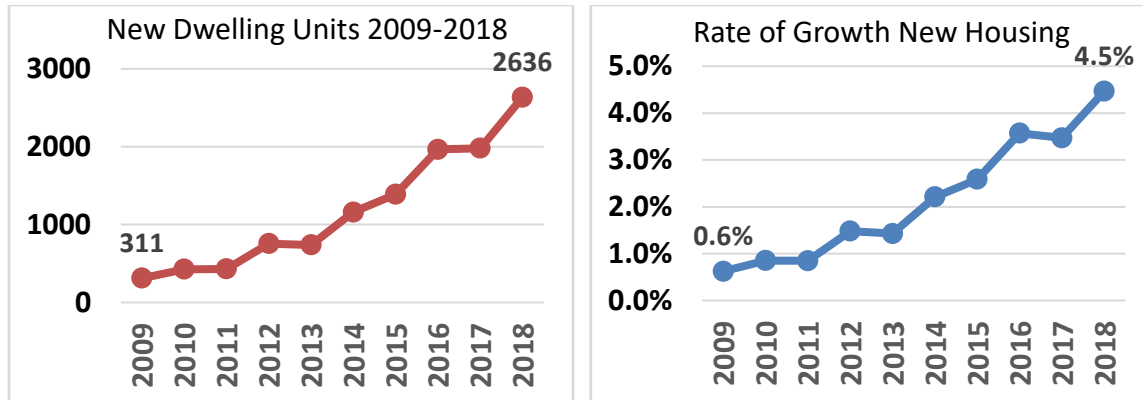


The three possible areas for Elementary 28 include the Erie area, the Mead/Weld MUD area and the Tri-Town area. Sites owned by the District include from North

to South, Liberty Ranch (Mead), Meadow Vale (Weld County), Idaho Creek (Weld County), Colliers Hill (Erie), and Erie Highlands (Erie). The District currently is in the negotiation stages for sites in the Tri-Town area, but nothing has been dedicated at this time. See attached map for locations.

BUILDING PERMIT ACTIVITY

Building permit activity has been strong throughout the St. Vrain Valley School District over the past several years. The total number of units and the rate of growth has been on an upward trend since 2009.



Within the Weld County area of the District, more new housing units have been built in the Erie Feeder area. Of the 3,277 units permitted from 2016 – 2018 in the three Weld area feeders, 52.1% (1,708) have been issued within the Erie Feeder, 38.8% (1,270) within the Frederick Feeder and 9.1% (299) in the Mead Feeder.

DEVELOPMENT REFERRAL IMPACTS

Referrals sent to the District have significantly increased over the last three years. Communities within the District send all applications for residential development to the District for review. In 2018, a total of 13,081 housing units were referred across all District feeders. In 2019 through July, 10,771 units have been referred. While many of these, especially in Mead, are for large-scale annexations which will take some time to go through the process, a large percentage are at the final plat/plan stage and more imminent.

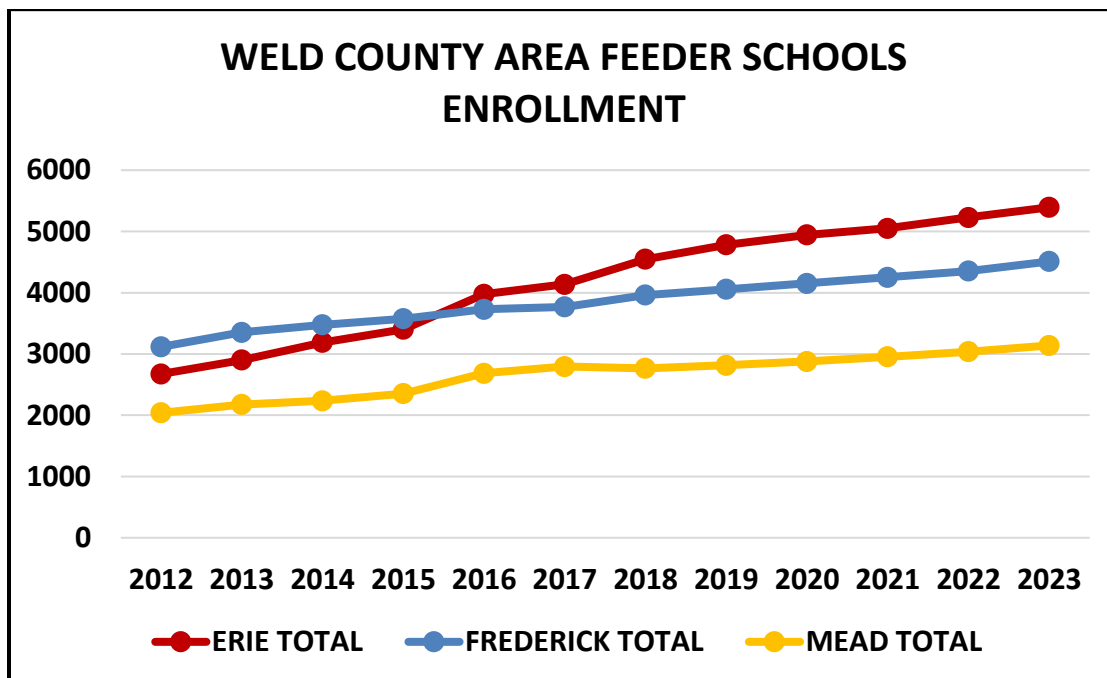
Weld Area Housing Units Proposed in Developments			
	Erie Feeder	Frederick Feeder	Mead Feeder
2016	1484	1248	817
2017	1921	102	978
2018	5413	2319	4301
2019	2179	1744	4879
Total	10997	5413	10975

STUDENT PROJECTIONS AND CAPACITY BY FEEDER

Student growth has been the strongest over the last few years in the Weld County area feeders. Based on enrollment and classroom space available, the need still remains for additional capacity in the Erie feeder. The Soaring Heights area, in particular, has been a fast-growing area with significant increases in new students and births.

WELD FEEDERS	Capacity	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Capacity %	Growth 2012-18	Growth 2018-23
ERIE TOTAL	5204	2674	2901	3188	3404	3975	4137	4546	4781	4944	5051	5229	5394	104%	1872	848
FREDERICK TOTAL	5142	3116	3354	3476	3576	3731	3768	3962	4057	4153	4252	4354	4510	88%	846	548
MEAD TOTAL	3202	2040	2176	2235	2353	2686	2795	2766	2817	2879	2954	3037	3139	98%	726	373
TOTAL		7830	8431	8899	9333	10392	10700	11274	11655	11976	12257	12620	13043		3444	1769
Growth Rate			7.7%	5.6%	4.9%	11.3%	3.0%	5.4%	3.4%	2.8%	2.3%	3.0%	3.4%			

Capacity: Includes all additions and new facilities funded in the 2016 Bond with the Exception of the Floater Elementary



Births by Feeder Area	2011	2012	2013	2014	2015	2016	2017	2018	Total	2018 % of Births
Erie	296	343	320	266	298	301	314	366	2504	43%
Frederick	258	242	280	270	309	292	309	306	2266	36%
Mead	146	165	153	155	177	200	207	175	1378	21%
Total	700	750	753	691	784	793	830	847	6148	100%

OPTIMAL SITE WITHIN ERIE FEEDER

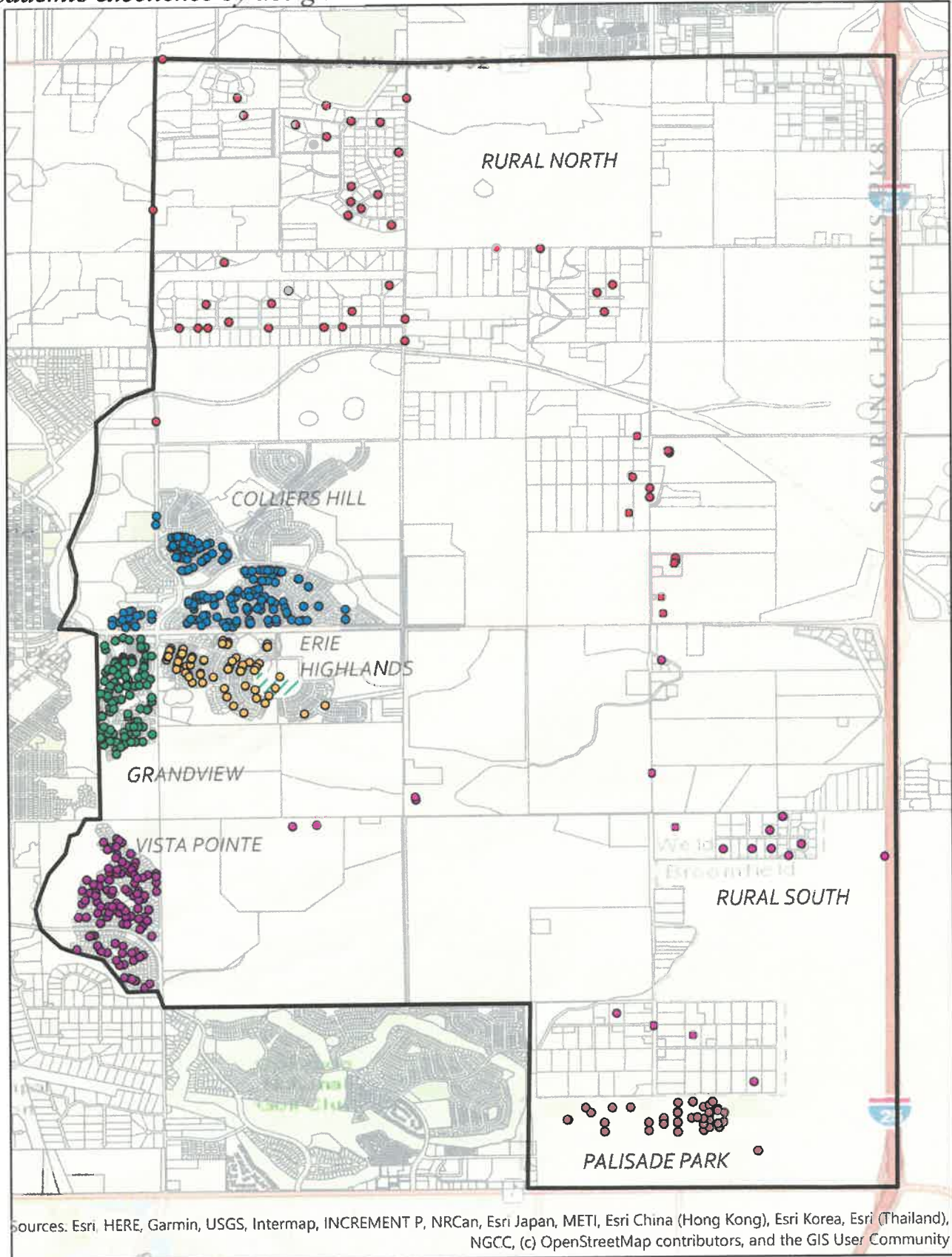
The attached map of student locations in the eastern portion of Erie shows a widespread dispersal; however, more students live south of Erie Parkway in and near the Erie Highlands site than north. Based on 2018 data, 402 elementary students reside south of Erie Parkway and 281 reside north of Erie Parkway. With the close proximity of the Colliers Hill area to the current Soaring Heights K-8, the next school site location would ideally be located south of Erie Parkway within Erie Highlands on the parcel recently acquired by the District.

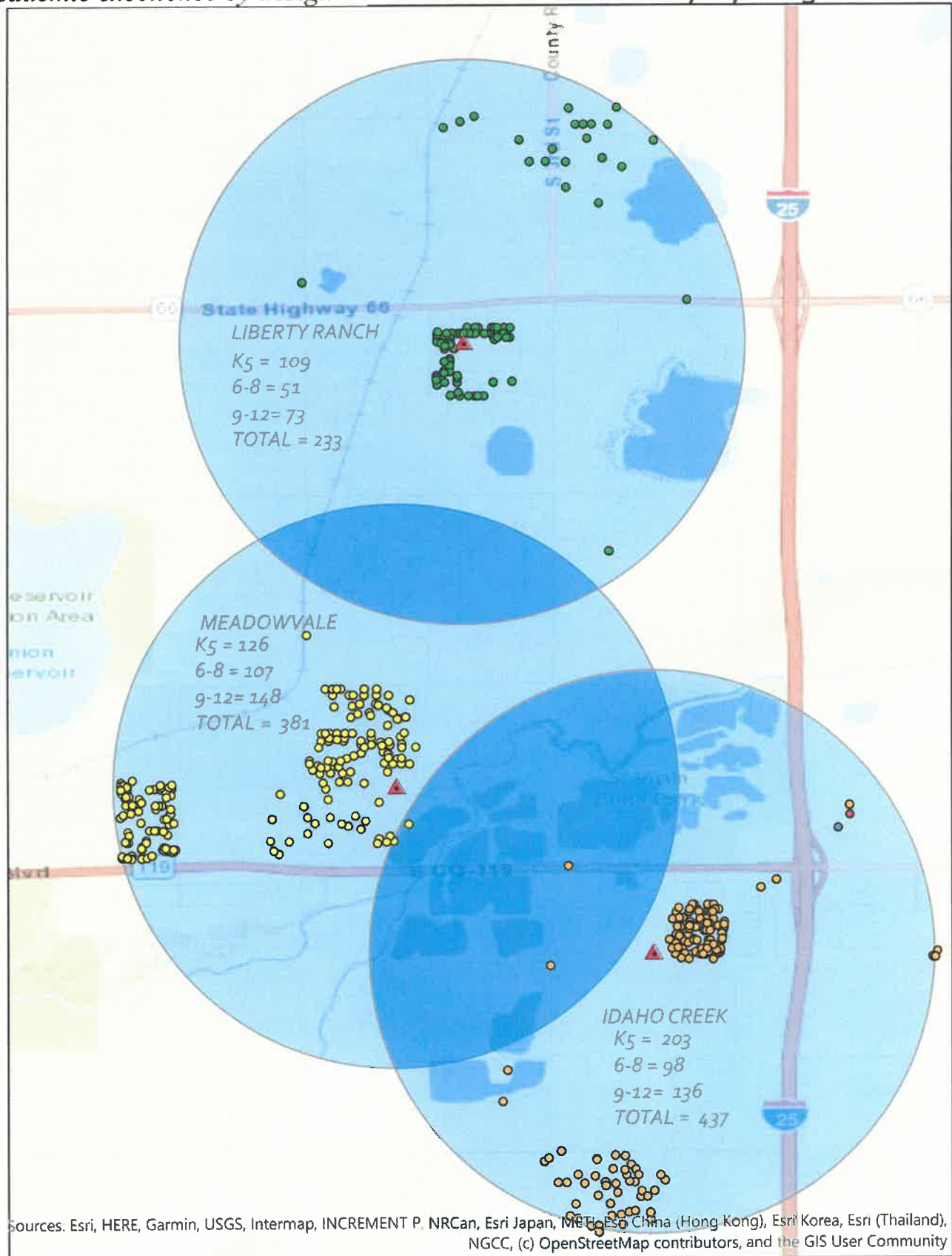
With approval of the Erie Highlands site for the Future Elementary 28, the District Operations staff can begin the design and engineering process. This future elementary is scheduled to be opened in the 2021/2022 school year.

ATTACHMENTS

1. Weld County area school sites owned by the District
2. Student Density Erie area
3. Student Density north Weld area
4. Weld County Area Building Permits 2010-2019

Student Density by Neighborhood





Weld County Area Building Permits

BROOMFIELD											Est.
Broomfield	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued					28	70	91	85	158	439	871
Total DU's (since 2014)					28	98	189	274	432	871	
Growth Rate						250.0%	92.9%	45.0%	57.7%		145.2

Broomfield is located in the Erie Feeder

DACONO											Est.
Dacono	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued	0	0	0	10	52	80	46	23	69	40	320
Total DU's	1599	1599	1599	1609	1661	1741	1787	1810	1879	1919	Ave.
Growth Rate		0.0%	0.0%	0.6%	3.2%	4.8%	2.6%	1.3%	3.8%		32.0

Dacono is located in the Frederick Feeder

ERIE											Est.
Erie	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued	114	106	147	171	230	287	332	284	473	408	2552
Total DU's	5401	5507	5654	5825	6055	6342	6674	6958	7431	7839	Ave.
Growth Rate		2.0%	2.7%	3.0%	3.9%	4.7%	5.2%	4.3%	6.8%		255.2

Erie is located in the Erie Feeder

FIRESTONE											Est.
Firestone	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued	81	86	54	76	129	281	281	299	453	370	2110
Total DU's	2386	2472	2526	2602	2731	3012	3293	3592	4045	4415	Ave.
Growth Rate		3.6%	2.2%	3.0%	5.0%	10.3%	9.3%	9.1%	12.6%		211.0

Firestone is located in the Mead and Frederick Feeders

FREDERICK											Est.
Frederick	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued	48	103	229	202	159	238	196	228	178	150	1731
Total DU's	3041	3144	3373	3575	3734	3972	4168	4396	4574	4724	Ave.
Growth Rate		3.4%	7.3%	6.0%	4.4%	6.4%	4.9%	5.5%	4.0%		173.1

Frederick is located in the Erie and Frederick Feeders

MEAD											Est.
Mead	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued	18	72	49	6	96	18	12	33	5	100	409
Total DU's	1191	1263	1312	1318	1414	1432	1444	1477	1482	1582	Ave.
Growth Rate		6.0%	3.9%	0.5%	7.3%	1.3%	0.8%	2.3%	0.3%		40.9

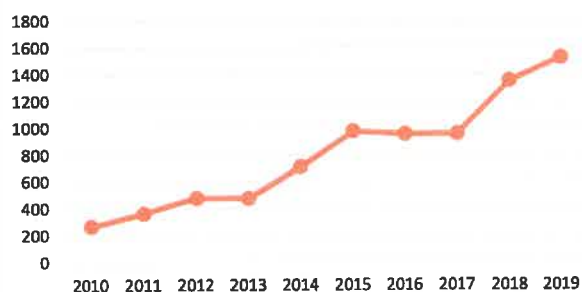
Mead is located in the Mead Feeder

MUD (Weld Co.)											Est.
MUD (Weld Co.)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Permits Issued	7	0	3	14	20	6	0	10	21	20	101
Total DU's	1325	1325	1328	1342	1362	1368	1368	1378	1399	1419	Ave.
Growth Rate		0.0%	0.2%	1.1%	1.5%	0.4%	0.0%	0.7%	1.5%		10.1

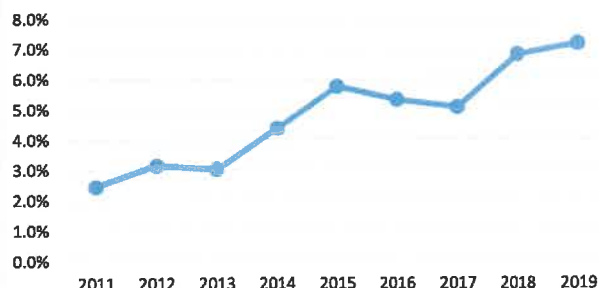
Weld is located within all three Feeders

TOTAL ALL WELD AREAS											Est.
Weld Areas	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
New Dwelling Units	268	367	482	479	714	980	958	962	1357	1527	8094
Total DU's	14943	15310	15792	16271	16985	17965	18923	19885	21242	22769	Ave.
Growth Rate		2.5%	3.1%	3.0%	4.4%	5.8%	5.3%	5.1%	6.8%	7.2%	809.4

Weld County Area New Dwelling Units



Weld County Permit Growth Rate



ST. VRAIN VALLEY SCHOOLS

academic excellence by design

Legend

Future School Sites Planned Facilities

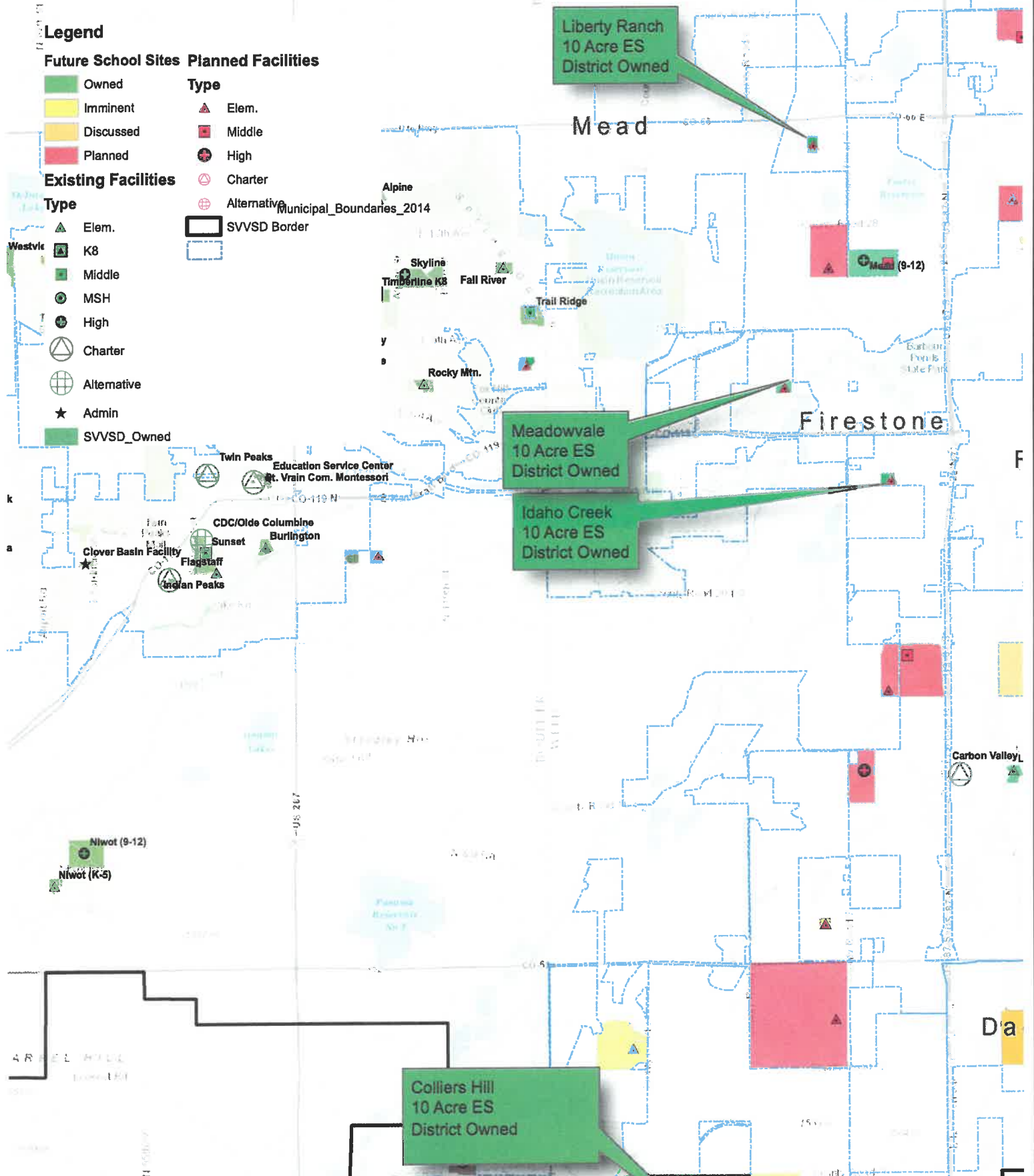
- Owned
- Imminent
- Discussed
- Planned

Existing Facilities

- Type**
- Elem.
 - K8
 - Middle
 - MSH
 - High
 - Charter
 - Alternative
 - Admin
 - SVVSD_Owned

Type

- Elem.
- Middle
- High
- Charter
- Alternative
- Municipal_Boundaries_2014
- SVVSD Border



MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract for the Sale of Lands in Frederick
Strategic Priority – Strong District Finances & Strong/Visionary
Leadership

RECOMMENDATION

That the Board of Education approve the offer from Robinson Williams Investments, LLC, to purchase surplus land in Frederick and, further, authorize Brian Lamer, Assistant Superintendent of Operations, to sign appropriate documents related to this real estate transaction.

BACKGROUND

The District owns real property in Frederick, consisting of twelve parcels. On February 14, 2018, the Board approved the resolution deeming the land as surplus and authorized the sale of the lands through a sealed bid process.

The Purchasing Department issued RFP #2018-077 on May 7, 2018. Robinson Williams Investments, LLC, offered to buy the land. It is recommended that the contract be awarded to Robinson Williams Investments, LLC, in the amount of \$872,200.

MEMORANDUM

DATE: September 11, 2019

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution for Signature Authorization
Strategic Priority – Strong District Finances & High Functioning Board

RECOMMENDATION

That the Board of Education adopt the following resolution:

WHEREAS, the Board of Education of the St. Vrain Valley School District RE-1J on August 28, 2019 elected 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; and

WHEREAS, the Superintendent has designated signers of checks issued by the School District to include Greg Fieth, Tony Whiteley, and Brian Lamer.

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 Board officers' signatures until the signatures are changed to the new Board officers.