NOTICE OF REGULAR MEETING AND AGENDA

ST. VRAIN VALLEY SCHOOLS
academic excellence by design

February 12, 2020

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
Jim Berthold, Member
Chico Garcia, Member
Dr. Richard Martyr, Member
Paula Peairs, Vice President
Karen Ragland, Treasurer & Asst Secretary
Joie Siegrist, President

1. CALL TO ORDER:

6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

1. Human Resources Department Recognition

5. SUPERINTENDENT REPORT:

6. REPORTS:

1. Mead High School Student Advisory Feeder Report
2. Wellness, Culture and Safety Inventory Update

7. CONSENT ITEMS:

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the January 8, 2020 Regular Meeting, the January 15, 2020 Study Session, and the January 22, 2020 Regular Meeting
4. Approval: First Reading, Adoption, Board Policies BC – School Board Member Conduct; BC-R – School Board Member Financial Disclosure; BEC – Executive Sessions; BEDA – Notification of School Board Meetings; and CBF – Superintendent's Conduct
5. Approval: Approval of Fee Adjustment to Architect Agreement for Spark! Discovery Preschool Renovation Project
6. Approval: Approval of Fee Adjustment to Architect Agreement for Mead Middle School Addition & Renovation Project
7. Approval: Approval of Change Order 7 to Construction Manager/ General Contractor (CMGC) Contract for Niwot High School Renovation Project
8. Approval: Approval of Contract Award for ESC Shop Coating Project
9. Approval: Approval of Recommendation to Hire Assistant Principal for Soaring Heights PK-8
10. Approval: Approval of Recommendation to Hire Dean of Students for Lyons Middle/Senior High School
11. Approval: Approval of Cancellation of All District After-School Activities on 2/3/20 and Late Start on 2/4/20

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8. ACTION ITEMS:

9. DISCUSSION ITEMS:

1. Memorandum of Understanding Between St. Vrain Valley Schools and St. Vrain Community Montessori School

10. ADJOURNMENT:

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

Wednesday, February 19	6:00 – 8:00 pm Study Session-**Board Room**
Wednesday, February 26	5:30 pm 2nd Quarter Financials 6:00 pm Regular Meeting

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Mead High School Student Advisory Council Feeder Report
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum, Instruction, and Assessment

PURPOSE

To provide students the opportunity to practice leadership skills and report on the successes of Mead High School to the Board of Education.

BACKGROUND

Chosen by teachers and administrators, the Student Advisory Council is comprised of 4-5 students from each of our high schools. Minsun Morales-Jimenez will be representing Mead High School at this Board Meeting. The Student Advisory Council was started by Dr. Haddad thirteen years ago so students had the opportunity to share their perspective on the District with our Superintendent and Board of Education.

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Wellness, Culture and Safety Inventory Update
Strategic Priority – Student and Staff Well-Being

PURPOSE

To provide the Board of Education with an update on the Wellness, Culture and Safety Inventory (WCSI).

BACKGROUND

The WCSI is an online, anonymous inventory which replaces the Youth Risk Behavior Survey/Healthy Kids Colorado Survey (YRBS/HKCS) that was once implemented in our District.

All high schools administered the inventory in grades 9-12 in order to learn more about the climate within St. Vrain Valley Schools. The WCSI is generated in partnership with Panorama Education, a company that has successfully worked with numerous school districts across the country and specializes in surveys.

Diane Lauer, Assistant Superintendent of Priority Programs and Academic Support; Johnny Terrell, Executive Director of Student Services; and Patrick Mount, Chief Technology Officer, will be present to give an oral report and answer questions.

February 12, 2020
Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL								
12/2/2019	Bowman, Erica	Coordinator, Special Education / Student Services	X						
12/20/2019	Buck, Darrin Frank	Assistant Principal / Coal Ridge MS							Deceased
1/6/2020	Henderson, Laurieann	Assistant Principal / Skyline HS	X						
2/21/2020	Hess, Laura	Executive Director, Special Education / Student Services	X						
2/14/2020	Johnson, Tonya	Manager / Warehouse						X	20 years
1/24/2020	Mattrey, Laurel	Manager - Energy / Operations & Maintenance					X		
12/30/2019	Oliver, William	Senior Buyer / Purchasing						X	*9 Years
1/28/2020	Over, Mataa	Network Engineer / District Technology	X						
	LICENSED								
6/30/2020	Alexander, Glenna	Specialist - Curriculum / Student Services						X	13 years
1/13/2020	Alvarez, Alexis	Special Education Teacher / Frederick HS					X		
5/22/2020	Anderson, Jessica	Math Teacher / Coal Ridge MS					X		
5/22/2020	Ault, Kathryn	Dean of Students / Frederick HS						X	15 years
12/17/2019	Burton, Clark	Social Studies Teacher / Niwot HS	X						
1/13/2020	Clark, Timothy	Math Teacher / Mead MS	X						
1/10/2020	Coffey, Shayna	Special Education Teacher / Rocky Mountain ES	X			X			
1/6/2020	Dent, Alex	Computer Tech Teacher / Coal Ridge MS					X		
1/6/2020	Emmerman, Linda	Elementary Music Teacher / Hygiene ES	X						
9/30/2019	Ewing, Katherine	Special Education Teacher / Altona MS	X						
1/6/2020	Fenster, Samantha	Math Teacher / Erie MS	X						
1/6/2020	Fruvellhoff, Megan	Counselor / Longs Peak MS		X					
1/10/2020	Galyardt, Amirina	Special Education Teacher / Mead HS		X					
1/6/2020	Gibson, Emily	Art Teacher / Longmont HS	X			X			
12/11/2019	Gorenstein, Marc	Physical Education Teacher / Grand View ES	X						
1/6/2020	Haddon, Christina	1st Grade Teacher / Black Rock ES	X						
5/22/2020	Haskins, Scott	Social Studies Teacher / Coal Ridge MS						X	21 Years
2/5/2020	Houk, Kelly	Special Education Teacher / Frederick HS					X		
1/6/2020	Hytowitz, Teresa	Counselor / Frederick HS	X						
12/20/2019	Keating, Lynda	Foreign Language Teacher / Erie HS					X		
1/6/2020	Kilgour, Kristine	Counselor / Student Assistance Services					X		
1/13/2020	Macios, Jennifer	Language Arts and Gifted & Talent Teacher / Sunset MS		X					
2/7/2020	Meyer, Jantrey	Counselor / Centennial ES					X		
3/20/2020	Mize, Vanessa	Behavior Specialist / Main Street School					X		
1/17/2020	Nelson, Kobi	Language Arts Teacher / Timberline PK-8					X		

*Will work a 110 Day Contract for 2019-2020

February 12, 2020
Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
1/6/2020	Olsheski, Kayla	Special Education Teacher / Silver Creek HS	X						
2/5/2020	Parsons, Melissa	5th Grade Teacher / Prairie Ridge ES	X						
5/22/2020	Pritchard, Leslie	Math Teacher / Mead MS					X		
1/31/2020	Ramos, Miguel	Instrumental Music / Timberline PK-8					X		
1/6/2020	Reed, Grant	Science Teacher / Erie MS					X		
1/27/2020	Ryan, Katelynn	Social Studies Teacher / Trail Ridge MS	X			X			
12/13/2019	Sanger, Emily	ESL Teacher / Timberline PK-8	X						
1/13/2020	Schultz, Carol	1st Grade Teacher / Longmont Estates ES	X						
2/21/2020	Shea, Hannah	5th Grade Teacher / Lyons ES					X		
1/6/2020	White, Amanda	Special Education Teacher / Mead MS	X						
1/6/2020	Williams, Anna	Math Teacher / Erie HS	X						
	CLASSIFIED								
12/19/2019	Alves Fish, Maria Leni	Worker / Nutrition Services		X					
1/10/2020	Bland, Abby	Child Care Group Leader/Spark Discovery PS		X					
2/18/2020	Brounce, Tammy	Bus Driver / Transportation	X						
1/6/2020	Burks, Brian	Bus Driver / Transportation	X						
1/17/2020	Buser, Kariann	Interpreter for the Deaf / Student Services					X		
1/6/2020	Chandler, Talise	Instructor / APEX					X		
1/10/2020	Coleman, Sasha	Custodian / Centennial ES					X		
12/2/2019	Dearmin, Bonnie	Bus Assistant / Transportation	X						
1/15/2020	Dotson, Kelly	Department Secretary / Student Services					X		
12/11/2019	Dotson, Kelly	Department Secretary / Student Services		X					
1/13/2020	Foxhoven, Wanda	Instructional Para / Hygiene ES		X					
1/6/2020	Gutierrez Castorena, Brenda	Special Education Para / Timberline PK-8					X		
1/22/2020	Ha, Lyen	Lab Technician / Rocky Mountain ES		X					
12/17/2019	Hartman, Larry	Bus Driver, Special Education / Transportation					X		
1/6/2020	Heifner, Paxton	Head Custodian / Rocky Mountain ES	X						
12/19/2019	Heins, Tegan	Worker / Nutrition Services					X		
1/28/2020	Johnson, Horace III	Bus Driver / Transportation					X		
2/12/2020	Kauder, Crystal	Instructional Para / Thunder Valley PK-8					X		
1/21/2020	Lucero, Julie	Head Custodian / Career Technical Education	X						
1/14/2020	Marquez, Socorro	Coordinator, Community Schools / Northridge ES	X						
1/6/2020	Menendez, Stephani	Bus Driver / Transportation					X		FMLA LOA 9/30/2019 - 1/6/2020
12/19/2019	Michel, Richard	Bus Driver/Transportation					X		
1/16/2020	Mosher, Julie	Worker / Nutrition Services					X		
1/7/2020	Olander, Nancy	Attendance Clerk / Longmont Estates ES	X						
1/6/2020	Ostrenga, Mindy	Worker / Nutrition Services		X					

*Will work a 110 Day Contract for 2019-2020

February 12, 2020
Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
1/10/2020	Perez, Nyssa	Worker / Nutrition Services					X		
12/19/2019	Peterson, Erica	Health Clerk / Longs Peak Middle School					X		
1/10/2020	Powner, Shana	Specialized Program Para / Skyline HS					X		
2/6/2020	Quinones, Angelica	Attendance Clerk / Rocky Mountain ES	X						
1/6/2020	Ramirez, Debie	Custodian / Main Street School	X						
1/31/2020	Ramirez, Debie	Custodian / Main Street School					X		
12/13/2019	Ramos, Hector	Custodian / Sunset MS	X						
1/6/2020	Reno, Cheryl	Special Education Para / Mead HS			X				
1/6/2020	Rinn, Thomas	Bus Driver/ Transportation					X		9/23/19 to 1/6/2019
2/7/2020	Rose, Melissa	Preschool Para / Student Services					X		
12/19/2019	Sailor, Erica	Specialized Program Para / Soaring Heights PK-8					X		
12/17/2019	Schluntz, Casey	Worker / Nutrition Services					X		
12/19/2019	Shea, Patrick	Bus Driver / Transportation						X	11.5 Years
1/16/2020	Spires, Timothy	Campus Supervisor/ Westview MS					X		
1/31/2020	Tecu, Tara	Registrar / Mead MS					X		
2/3/2020	Townsend, Marsha	Specialized Program Para / Longmont Estates ES					X		
12/18/2019	Vigil, Veronica	Manager - Community Schools / Hygiene ES	X						
1/17/2020	White, Blythe	Worker / Nutrition Services					X		
12/19/2019	Wilkinson, Dona	Worker / Nutrition Services					X		

*Will work a 110 Day Contract for 2019-2020

February 12, 2020

Staff Appointments

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
2/14/2020	Woods, Steven	Programmer Analyst	District Technology Services		X
	LICENSED				
1/27/2020	Brooks, Annalee	Speech/Language Pathologist	Student Services		X
1/6/2020	Burd, Thalia	Vocal Music Teacher	Erie HS		X
1/31/2020	Creighton, Danye	Permanent Substitute Teacher	Auxiliary Services	X	
1/6/2020	Ervin, Thomas	Special Education Teacher	Frederick HS		X
1/20/2020	Moon, Michelle	Special Education Teacher	Soaring Heights PK-8		X
1/16/2020	Praska, Lauren	Counselor	Skyline HS	X	
1/16/2020	Robinette, Randie	Science Teacher	Erie MS		X
12/18/2019	Rodriguez Romero, Lorena	Preschool Para	SPARK! PS		X
1/6/2020	San Miguel, Lori	Special Education Teacher	Burlington ES	X	
1/6/2020	Shearer, Jennifer	Foreign Language Teacher	Lyons M/S	X	
1/29/2020	Ulander, Crystal	Tech Ed Teacher	Coal Ridge MS		X
	CLASSIFIED				
1/7/2020	Bridges, Jennifer	Bus Driver	Transportation	X	
1/2/2020	Clarke, Marsha	Kitchen Manager - Trainee	Nutrition Services	X	
1/22/2020	Flores, Teresa	Bus Driver Non-CDL	Transportation		X
1/2/2020	Meyers, Theresa	Kitchen Manager - Trainee	Nutrition Services	X	
12/19/2019	Milligan, Sara	Preschool Para	Lyons ES		X
1/6/2020	Mountain, Susan	Instructional Para	Centennial ES		X
1/29/2020	Novacek, Lindsey	Media Clerk	Altona MS		X
1/13/2020	Quiroz, Jocelyn	Attendance Clerk	Niwot HS		X
12/12/2019	Rademacher, Douglas	Bus Driver	Transportation	X	
1/15/2020	Samide, Peggy	Instructional Para	Black Rock ES	X	
1/27/2020	Tynes, Benjamin	Delivery Driver	Warehouse		X
1/27/2020	Willis-Tindall, Maya	Special Education Para	Blue Mountain ES	X	
1/21/2020	Wright, Debra	Preschool Para	Burlington ES		X
1/27/2020	Zamudio, Matthew	Mechanic I - Fleet Maintenance	Transportation		X

MEMORANDUM

DATE: February 12, 2020

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 January Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes from the January 8, 2020 Regular Meeting, the January 15, 2020 Study Session, and the January 22, 2020 Regular Meeting.

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Policies BC – School Board Member Conduct; BC-R – School Board Member Financial Disclosure; BEC – Executive Sessions; BEDA – Notification of School Board Meetings; and CBF – Superintendent's Conduct

RECOMMENDATION

For the Board of Education to adopt revisions to Board Policies BC – School Board Member Conduct; BC-R – School Board Member Financial Disclosure; BEC – Executive Sessions; BEDA – Notification of School Board Meetings; and CBF – Superintendent's Conduct.

BACKGROUND

These Board policies have had revisions to reflect changes in law and recommendations made by Colorado Association of School Boards, administration and District legal counsel.

Board Policy BG – School Board Policy Process states, "Policy revision shall be accomplished in the same manner as policy adoption, except that revisions mandated by changes in law shall not require a second reading and may be adopted upon majority vote of the Board."

School Board Member Conduct

Public office is a trust created by the confidence that the public places in the integrity of its public officers. To preserve this confidence, it is the desire of the Board to operate under the highest ethical standards. Each newly elected member will be encouraged to sign a Code of Ethics.

In carrying out his/her fiduciary duties, a Board member shall not:

1. Disclose or use confidential information acquired in the course of official duties to further substantially the member's personal financial interests.

2. Accept a gift of substantial value (over $65) or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the Board member's public duties or which the member knows or should know is primarily for the purpose of a reward for official action taken.

3. Engage in a substantial financial transaction for the member's private business purposes with a person whom the member supervises in the course of official duties.

4. Perform an official act that directly and substantially confers an economic benefit tantamount to a gift of substantial value on a business or other undertaking in which the member has a substantial financial interest or is engaged as counsel, consultant, representative or agent.

It shall not be considered a breach of conduct for a Board member to:

1. Use school facilities and equipment to communicate or correspond with constituents, family members or business associates.

2. Accept or receive a benefit as an indirect consequence of transacting school district business.

Adopted: January 11, 1995
Revised: January 14, 2004
Revised: February 10, 2010
Revised: October 28, 2015

LEGAL REFS.: C.R.S. 1-45-101 *et seq.* (Fair Campaign Practices Act)
C.R.S. 22-32-110 (1)(k) (specific powers of boards)
C.R.S. 24-6-201 *et seq.* (Public Official Disclosure Law)
C.R.S. 24-18-104 (rules of conduct for all public officers, general assembly, local government officials and employees)
C.R.S. 24-18-109 (rules of conduct for local government officials and employees)

CROSS REF.: BC-E-1, Code of Ethics for School Board Members

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

School Board Member Financial Disclosure

Board members are required by law to disclose certain items received in connection with serving on the Board. If Board members receive such items, they must file a report with the secretary of state on forms prescribed by~~as outlined on~~ the secretary of state~~'s website~~. Such report must be filed on or before January 15, April 15, July 15 and October 15 of each year, and shall cover the period since the last report. The report must contain the name of the person from whom the reportable item was received, its value and the date of receipt. Board members who do not receive any items that must be reported are not required to file a report.

Items which must be reported include the following:

1. Any money received, including a loan, pledge, advance, guarantee of a loan or any forbearance or forgiveness of indebtedness from any person with a value greater than $65.

2. Any gift of any item of real or personal property other than money with a value greater than $65.

3. Any loan of real or personal property if the value of the loan is greater than $65. "Value of the loan" means the cost saved or avoided by the Board member by not borrowing, leasing or purchasing comparable property from a source available to the general public.

4. Any payment for a speech, appearance or publication.

5. Tickets to a sporting, recreational, educational or cultural event with a value greater than $65 for any single event.

6. Payment of or reimbursement for actual and necessary expenses for travel and lodging for attendance at a convention, fact-finding mission or trip, or other meeting if the Board member is scheduled to deliver a speech, make a presentation, participate on a panel or represent the school district unless the payment for such expenditures is made from public funds or from the funds of any association of public officials or public entities such as the Colorado Association of School Boards (CASB).

7. Any gift of a meal to a fund-raising event of a political party.

To avoid misunderstandings about the value of an item, the donor must furnish the Board member with a written statement of the dollar value of the item when it is given.

Approved: January 11, 1995
Revised: January 14, 2004
Revised: February 10, 2010
Revised: December 12, 2012
Revised: October 28, 2015

LEGAL REF.: C.R.S. 24-6-201 *et seq.* (Public Official Disclosure Law)

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

Executive Sessions

All meetings of the Board shall be open to the public except that at any regular or special meeting the Board may proceed into executive session upon affirmative vote of two-thirds of the quorum present.

The Board shall not make final policy decisions nor shall any resolution, policy or regulation be adopted or approved nor shall any formal action of any kind be taken during any executive session.

Prior to convening in executive session, the Board president shall announce the topic of the executive session that shall be reflected in the minutes. The Board shall include the specific citation to statute authorizing it to meet in executive session when it announces the session and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

The Board may hold an executive session for the sole purpose of considering any of the following matters:

1. Purchase, acquisition, lease, transfer or sale of any real, personal or other property. However, no executive session shall be held to conceal the fact that a member of the Board has a personal interest in such property transaction. Citation: C.R.S. 24-6-402 (4)(a).

2. Conferences with an attorney for the purpose of receiving legal advice on specific legal questions. Citation: C.R.S. 24-6-402 (4)(b). The mere presence or participation of an attorney at an executive session shall not be sufficient to satisfy this requirement.

3. Matters required to be kept confidential by federal or state law or regulations. Citation: C.R.S. 24-6-402 (4)(c). An announcement shall be made indicating the specific citation to state or federal law which is the reason the matter must remain confidential.

4. Specialized details of security arrangements or investigations. Citation: C.R.S. 24-6-402 (4)(d).

5. Determination of positions relative to matters that may be subject to negotiations, development of strategy for negotiations, including strategy for negotiations relating to collective bargaining or employment contracts, and instruction of negotiators. ~~except that d~~ Discussion of negotiations relating to collective bargaining or employment contracts shall occur in a public meeting, unless an executive session is otherwise allowed. Citation: C.R.S. 24-6-402 (4)(e).

6. Personnel matters except if an employee who is the subject of an executive session requests an open meeting. Citation: C.R.S. 24-6-402 (4)(f). If the personnel matter involves more than one employee, all of the employees must request an open meeting. Discussion of personnel policies that do not require discussion of matters specific to particular employees are not considered "personnel matters."

   The Teacher Employment, Compensation and Dismissal Act shall prevail in teacher dismissal hearings. (It provides that a dismissal hearing shall be open unless either the administration or employee requests that the hearing be closed.)

Discussions concerning a member of the Board, any elected official or the appointment of a Board member are not considered "personnel matters."

7. Consideration of any documents protected under the mandatory nondisclosure provision of the Open Records Act, except that consideration of work product documents and documents subject to the governmental or deliberative process privilege must occur in a public meeting, unless an executive session is otherwise allowed. Citation: C.R.S. 24-6-402 (4)(g).

8. Discussion of individual students where public disclosure would adversely affect the person or persons involved. Citation: C.R.S. 24-6-402 (4)(h).

Only those persons invited by the Board may be present during any executive session regardless of the topic of the session (including personnel matters).

The Board shall cause an electronic recording to be made of the executive session in accordance with applicable law. Such record shall be retained by the Board for 90 days following the session.

Adopted: February 8, 1984
Revised: August 27, 1986
Revised: June 8, 1994
Revised: September 25, 1996
Revised: October 24, 2001
Revised: January 14, 2004
Revised: February 11, 2004
Revised: October 28, 2015

LEGAL REFS.: C.R.S. 22-32-108 (5) (meetings of the board)
C.R.S. 22-32-108 (5)(d) (executive session minutes)
C.R.S. 22-32-109.4 (4) (board meeting "at which a collective bargaining agreement is discussed" must be open to the public)
C.R.S. 24-6-402 (open meetings law)

CROSS REFS.: BEDG, Minutes
KDB, Public's Right to Know/Freedom of Information

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

Notification of School Board Meetings

The Board shall give full and timely notice to the public of any meeting of three or more Board members at which public business may be discussed or any formal action taken, including special, regular and work session meetings and retreats.

~~Dates of regular meetings of the Board shall be provided in annual announcements and made available in printed form to the news media and public.~~ At its first regular meeting of the calendar year, the Board shall designate the public place or places at which notice of ~~all~~ Board meetings shall be posted if the Board is unable to post notice of a Board meeting online due to exigent or emergency circumstances such as a power outage or an interruption in Internet service. In the event such action is not taken annually, the designated public places used in the previous year shall continue as the official posting sites.

At a minimum, the Board shall cause notice of regular and special meetings and work sessions to be posted ~~at the Educational Service Center and~~ on the district website no less than 24 hours prior to the meeting. Notice shall include specific agenda information where possible.

~~Copies of the agenda shall be available to representatives of the community and staff and others at the Educational Service Center upon publication and dissemination to the Board.~~

The district shall maintain a list of persons who, within the previous two years, have requested notification of all meetings or of meetings when certain specified policies will be discussed. These individuals will be provided reasonable advance notification of such Board meetings ~~unless the meeting is a special meeting and there is insufficient time prior to the meeting to mail notice to persons on the list~~.

Notice to the Board

Information packages shall normally be delivered/electronically provided to Board members no later than 5:00 p.m. on the Friday preceding the regular Board meeting.

Except in emergencies, as determined by the Board president, no item listed in the action items or consent groups shall be acted on at a regular Board meeting unless the information has been provided to the Board with the information package the preceding Friday.

Copies of all contracts except employee contracts shall normally be provided to the Board in advance of the Board meeting at which the contract is to be acted upon.

Adopted: February 28, 1968
Revised: October 10, 1979
Revised: June 8, 1994
Revised: September 25, 1996
Revised: October 24, 2001
Revised: November 12, 2003
Revised: August 23, 2006
Revised: October 28, 2015

LEGAL REFS.: C.R.S. 22-32-108 (2),(3) (meetings of the Board)

C.R.S. 24-6-402 (2)(c) (notice of meeting "shall include specific agenda information where possible")
C.R.S. 24-6-402 (2)©(III) ("full and timely notice" requirement is met if district posts notice of meeting on the district's website no less than 24 hours prior to the meeting)
C.R.S. 24-6-402 (7) (district must keep list of persons who have requested notification of meetings when specified policies are discussed and provide reasonable advance notice to such persons)

CROSS REFS.: BE, School Board Meetings
BEDB, Agenda

Superintendent's Conduct

The superintendent shall observe rules of conduct established in law which specify that a school district employee shall not:

1. Disclose or use confidential information acquired in the course of employment to substantially further the superintendent's personal financial interests.

2. Accept a gift of substantial value (over $65) or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the superintendent's duties or which the superintendent knows or should know is primarily for the purpose of a reward for action taken.

3. Engage in a substantial financial transaction for private business purposes with a person whom the superintendent supervises.

4. Perform an action that directly and substantially confers an economic benefit tantamount to a gift of substantial value on a business or other undertaking in which the superintendent has a substantial financial interest or is engaged as counsel, consultant, representative or agent.

It shall not be considered a breach of conduct for the superintendent to:

1. Use school facilities and equipment to communicate or correspond with constituents, family members or business associates on an occasional basis.

2. Accept or receive a benefit as an indirect consequence of transacting school district business.

Adopted: January 25, 1995
Revised: April 9, 2008
Revised: October 28, 2015

LEGAL REFS.: C.R.S. 18-8-308 (disclosure of pecuniary conflicts of interest)
C.R.S. 22-32-110 (1)(k) (power to adopt conduct rules)
C.R.S. 24-18-104 (government employee rules of conduct)
C.R.S. 24-18-109 (local government employee rules of conduct)

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to Architect Agreement for Spark! Discovery Preschool Renovation Project
Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve Fee Adjustment 1 for $22,330 to the design contract with MOA Architecture for the Spark! Discovery Preschool Renovation Project for a $190,330 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 Fee Adjustment includes defining the scope of work to being included in the Best Grant application. If the Grant is awarded, an additional fee adjustment will be needed to complete the design and contract administration related to this scope of work.

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	$ 168,000.00
Previous change orders	$ 0.00
Current change order	$ 22,330.00
Total changes (previous + current)	$ 22,330.00
New contract amount	$ 190,330.00

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to Architect Agreement for Mead Middle School Addition & Renovation Project
Strategic Priorities – Student and Staff Well-Being, Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve Fee Adjustment 1 for $61,085 to the design contract with Cuningham Group Architecture, Inc., for the Mead Middle School Addition and Renovation Project for a $277,085 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 Fee Adjustment includes additional design work to upgrade the building fire alarm system, add a new marquee sign, and renovate the existing computer lab space.

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	$ 216,000.00
Previous change orders	$ 0.00
Current change order	$ 61,085.00
Total changes (previous + current)	$ 61,085.00
New contract amount	$ 277,085.00

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order 7 to Construction Manager/General Contractor (CMGC) Contract for Niwot High School Renovation Project
Strategic Priorities – 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 7 for the amount of $24,433 to the Construction Manager/General Contractor (CMGC) contract with JHL Constructors, Inc., for the Niwot High School Renovation project for a total contract value of $12,173,419. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and change orders up to the above referenced amount, in accordance with Board of Education policy.

BACKGROUND

This Change Order includes the cost of work to relocate the shot and discus courses, and wrapping the brick columns in the new Learning Commons area with drywall.

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	$ 2,400,680
Previous change orders	$ 9,748,306
Current change order	$ 24,433
Total changes (previous + current)	$ 9,772,739
New contract amount	$ 12,173,419

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for ESC Shop Coating Project
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Garland/ DBS, Inc., for a maximum amount of $388,853 and an initial contract award of $353,502 for the ESC Shop Coating Project at Education Services Center. 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

The project includes the cleaning, coating, and tightening of the aging and damaged roof of the ESC Maintenance and Bus Shop.

Bids were received and opened by Garland, the District's roofing designer/consultant. The low bid will be contracted through Garland to achieve U.S. Community Cooperative Agreement pricing. The Purchasing Department reviewed and approved the process. (see attached bid tabulation 25-CO-191133)

Funding for the project is available from 2020 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.

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Service Center
St. Vrain Schools
395 S. Pratt Pkwy.
Longmont, CO 80501

Date Submitted: 10/31/2019
Proposal #: 25-CO-191133
MICPA # 14-5903

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work:

1. Clean roofing system with simple green.
2. Remove and replace Rake Trim, Gutters & downspouts. Reinforce tie in with UniBond St.
3. Install UniBond St on all internal gutter seams, Install White Knight Plus base coat in internal gutter with Polyester fabic embedded. Install final coat of White Knight Plus.
4. Install new crickets at all penetrations. Reinforce final tie in with UniBond St.
5. Tighten all fasteners and replace any rusted fasteners.
6. Install UniBond St at laps of metal panels and any areas where coating will not bridge gap. UniBond around all penetrations.
7. Install metal primer at .25gal sq.
8. Install Base coat (roll or spray) of 1.5 gallons a square.
9. Install top coat (roll or spray) after 48 hour cure time of 1 gallon a square.
10. Refer to project specification manual for further information.
11. All details to be installed in accordance with details on drawings included within the drawing package and in accordance with manufacturers guidelines.

Addendum #1 5/14/19

1. Replace any open flutes protruding into internal gutter or extenal gutter with foam enclosure (foam and coating).
2. Tighten every screw. If screw is stripped out replace with larger screw.
3. Facia, gutter, and downspouts all matching color.

Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
15.21	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : ELASTOMERIC RESTORATIVE COATING FOR METAL ROOF SYSTEMS Power Wash & Clean with TSP; Use Portable Blowers to Clear Roof of Moisture; Prime, then Install Base Coat / Top Coat as Specified Elastomeric Restorative Coating (2 Gallons per Sq.); Rust Inhibitive Primer (Primer 1/2" Gallon to 1 Gallon per Sq.)	$ 5.38	33500	SF	$ 180,230
23.146	Common Roof Repair Items: 3-Course Application; Urethane-Reinforcement-Urethane (> 500 SF)	$ 4.10	1950	SF	$ 7,995
	Metal Stretchout - Gutter and Downspouts	$ 11.19	750		$ 8,393
	Sub Total Prior to Multipliers				**$ 196,618**
22.11	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure	30%		%	$ 58,985
22.12	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF HAS LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS Multiplier Applied when Open Roofing Area is Limited Due to a Large Number of Roof Penetrations such as Soil Stacks, Sky Lights, Roof Drains, Exhaust Vents, HVAC Units, etc., or when there are a Large Amount of Roof Top Obstructions such as: Pipes, Duct Work, Electrical Wires, Hoses, etc.	50%		%	$ 98,309
	Sub-Totals After Multipliers				**$ 353,912**

Base Bid Total Maximum Price of Line Items under the MICPA: $ 353,912

Proposal Price Based Upon Market Experience: $ 353,502

Garland/DBS Price Based Upon Local Market Competition:

Colorado Moisture Control, Inc.	**$**	**353,502**
Roofmasters Roofing & Sheet Metal	$	354,680
Tri-Lam Roofing	$	386,196

Unforeseen Site Conditions: Roofmasters Roofing & Sheet Metal

Wood Blocking (Nailer) Replacement (per linear foot)	$	2.28
Additional Insulation Replacement (per board foot)	$	1.14
Decking Replacement (per square foot)	$	9.12

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 Days from date listed above.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at the number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613
srojek@garlandind.com

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Assistant Principal for Soaring Heights PK-8
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Meghan Quirk as the Assistant Principal for Soaring Heights PK-8, effective July 1, 2020.

BACKGROUND

Ms. Quirk graduated from Principia College with a double major in Biology and Religion. She continued her education at the University of Northern Colorado where she completed her Master of Arts degree in Biological Sciences. Ms. Quirk also has her Doctorate of Philosophy, Biological Education from University of Northern Colorado.

For the past year, Ms. Quirk has been a Dean at Sierra Middle School in Parker where she followed school and district protocols as well as mentored, evaluated, and coached teachers as part of the state-wide evaluation process. Ms. Quirk also served as a School Leadership Team Member from 2017 to 2020, Department Chair of Science from 2017 to 2019, and Science Teacher from 2016 to 2019 at Sierra Middle School. Prior to that, Ms. Quirk served as a Program Leader and Elementary Educator at Deer Creek Elementary from 2007 to 2016 and as a Graduate K-12 National Science Foundation Fellow at the University of Northern Colorado from 2001 to 2006. Ms. Quirk has also served as an Adjunct Instructor at the University of Colorado since 2014.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Dean of Students for Lyons Middle Senior High
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. David Glover as the Dean of Students for Lyons Middle/Senior High, effective February 10, 2020.

BACKGROUND

Mr. Glover graduated from the University of Colorado Denver with a Bachelor of Arts degree in English Writing. He continued his education at the University of Northern Colorado where he completed his Master of Arts degree in Educational Leadership and Policy Studies. Mr. Glover also completed the Teacher Licensure Program at the University of Colorado Boulder.

For the past five years, Mr. Glover has been an English Teacher and Instructional Coach at Olde Columbine High School where he supported teachers in a building capacity and aided in the understanding of instructional practices around project-based learning to meet the needs of all students. From 2015 to 2016, Mr. Glover served as a Project-Based Learning Consultant at the University of Boulder and as a teacher in Boulder from 2014 to 2015. Prior to that, he served as a SPED Para Educator at Blue Mountain Elementary School from 2009 to 2013 and at Flatirons Elementary School from 2008 to 2009. Mr. Glover has also been a teacher in Thailand.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Cancellation of All After-School/Evening District Activities on February 3, 2020 and Late Start on February 4, 2020
Strategic Priority – District-Wide Safety and Security

RECOMMENDATION

That the Board of Education approve the cancellation of all after-school and evening District events on Monday, February 3, 2020, and a 2.5-hour delayed start to all schools on Tuesday, February 4, 2020, for safety concerns.

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 cancel all after-school and evening District events on Monday, February 3, 2020 and a 2.5-hour delayed start to school on Tuesday, February 4, 2020, due to safety concerns.

MEMORANDUM

DATE: February 12, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Discussion of Memorandum of Understanding with St. Vrain Community Montessori School
Strategic Priority – Outstanding Communication and Collaboration with Community and Corporate Partners

PURPOSE

For the Board of Education to discuss the Memorandum of Understanding between St. Vrain Valley Schools and St. Vrain Community Montessori School.

BACKGROUND

St. Vrain Community Montessori School desires to develop property owned by the District for their new school site. The District is designating $1,000,000 of District funds toward the project. The Memorandum of Understanding outlines each party's obligation, expectations and authority for the process of development.

MEMORANDUM OF UNDERSTANDING

St. Vrain Valley School District No. RE 1J ("District") and **St. Vrain Community Montessori School** ("School") enter this **Memorandum of Understanding** ("Memorandum") effective on the date(s) written below.

SCHOOL RECITALS

The School currently provides a high quality, proven public Montessori education in the District; and

The School is valued by its community; and

The School is currently housed in an inadequate facility; and

The School believes the students it serves should have an appropriate facility; and

The District owns property in the southeast quadrant of the intersection of Martin Street and Quail Road ("Site") that it has offered to the School for a permanent facility; and

The District and School (together, the "Parties") have invested significant time and effort in clearing certain legal and practical issues related to potential development of this Site; and

The School wishes to continue to progress toward development of a permanent facility for the School, potentially on this Site, and memorialize certain interim steps they intend to take toward that end.

DISTRICT RECITALS

The District values the School as a high quality, proven Montessori option in its portfolio of schools; and

The District supports the School in its desire to have a permanent facility; and

The current Superintendent and the current members of the Board of Education have articulated their intention to include funding for a permanent facility in its next Bond Issuance; and

The District has offered up to $1,000,000.00 to fund certain costs associated with Site development.

AGREEMENT

NOW, THEREFORE, BE IT RESOLVED, the School agrees to proceed, and the District supports the School proceeding, with potential development as follows:

1. **Delegation of Authority**. The District hereby delegates to the School full authority to interact with officials of the City of Longmont, Boulder County, potential contractors, or others as needed to discuss and reach tentative agreements on any aspect of potential development, specifically including all elements of site design, road-street planning and/or construction, and installation or extension of utilities to the Site. The Parties understand all agreements must be approved by the District prior to finalization.

    A. As owner of the Site, the District agrees to allow the School and its agents, contractors or designees legal access to the Site for all development purposes. Should the School require a construction easement to undertake appropriate development activities, the District shall grant such temporary construction easement to facilitate such development activities, as necessary. To the full extent permissible by law, the School expressly agrees to and shall indemnify, defend and hold harmless the District from any and all claims, damages, liability, or court awards, including attorney fees and costs, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone in connection with or arising from the use of and access to the Site by the School, its agents, contractors, or designees, pursuant to this Memorandum. In general, the School may use and occupy the Site to the full extent such use or occupancy could be undertaken by the District and does not impair a District legal obligation. The School has the responsibility to identify any legal obligation(s) and shall disclose to the District in writing promptly upon identification. Should the District identify any legal obligations, the District will notify the School in writing upon identification. The Parties agree to negotiate in good faith to determine the proper solutions to identified legal obligations.

B. The School may approach and plan these development processes in such sequence as it deems appropriate to protect its interests, minimize any needless expenditure of funds, and assure that full development of the site is practicable. The School is not obligated, by this Memorandum, to undertake any particular act or stage of the development process or make any particular expenditure.

2. **Access to District Information.** The District has disclosed or will, promptly upon execution of this Memorandum, disclose any and all known legal impediments to the anticipated property development. Upon request, the District will provide the School with any information in its possession related to restrictions, obligations, encumbrances, or any other potential legal or practical impediment to successful development of the Site. In general, though the School will take the lead in exploring and, if prudent, undertaking Site development, the District will reasonably collaborate and support the School's efforts, especially in providing information as needed, in a timely manner.

3. **Funding.** Though it has no legal obligation to do so, the District will designate and make available to the School up to and no more than $1,000,000.00 in District funds ("District Funds") solely for expenses incurred in planning and developing the Site. The District Funds may be used for costs of site design, road-street planning and/or construction, installation or extension of utilities, satisfaction of the property's raw water deficit attached to the Site, any permitting or planning/zoning activities, construction of and/or installation of water mains, or participation in construction of and/or installation for same, extension of sanitary sewer main, road improvements adjacent to property, water and sewer development fees, electrical tap fees, water irrigation pump systems, and/or acquisition and placement of temporary mobile classrooms on the Site. Such District Funds will not be subject to District project management fees unless the School employs District project managers to assist in the project.

A. The Parties will use a "draw" procedure, with details to be prescribed by the District, requiring the School to timely submit proposed contracts and pay requests to the Office of the Assistant Superintendent of Operations for approval, purchase order acquisition and payment. The District shall make approved pay requests in a timely manner, pursuant to District policies and procedures for handling such requests. The Parties are committed to timely processing such requests in order to avoid jeopardizing contracts or work effort between the School and vendors. The Parties understand that inclusion in a future Bond Issuance may require the execution of new agreements between the Parties to further develop a permanent facility. It is understood by the Parties that any future agreements will not require funding past that identified under paragraph 3 above and only focus on funding included in a future bond issuance.

B. Nothing in this Memorandum obligates the School to proceed with a full infrastructure development or placement of mobile classrooms. Should the School determine that development of the Site is not practicable, it shall inform the District as soon as it reaches that conclusion. Should the School determine that it would be preferable to proceed directly to development of a permanent facility on the Site, it shall similarly inform the District as soon as it reaches that conclusion. The Parties agree that the most likely outcome of the process contemplated in this Memorandum is placement of temporary mobile classrooms on the Site, with development of a permanent facility at some future date. Should the School inform the District otherwise, the Parties will discuss and determine next steps, if any, at that time.

C. Nothing in this Memorandum obligates the District to fund Site development for the School beyond the District Funds level outlined above. The School will not expect any additional funding for any purpose beyond the $1,000,000.00 identified in paragraph 3 above for the Site, excepting any future Bond funding. If the School requests any funding in the future for any purpose, it will acknowledge that there is no expectation the District will approve such a request and that the District has provided significant support and that no further funding was expected. Finally, the School will communicate the details of this Memorandum to its family community upon execution of this Memorandum by both Parties

4. **Ownership**. At an appropriate time, the District may support development of a permanent facility by transferring ownership of the Site to the School, if necessary, to make the Site part of the collateral for any financing secured by the School for a permanent facility. The School agrees that upon any transfer of ownership, the District may retain an appropriate reversionary interest in the Site in the event the School should for any reason move to a new facility or close. In lieu of transfer of ownership, the Parties may agree to a long-term lease of the Site to the School for a nominal sum, together with the School's agreement to assume all costs of Site and facility upkeep, maintenance, and repairs. Whether by transfer of ownership or long-term leasehold, the Parties agree that the School should have a secure long-term interest in its permanent facility, while the District should retain such reversionary interests as are appropriate to a facility constructed, in whole or in part, with public funds.

5. **Contingent Return of Property to District.** If, for any reason, the School is unable to complete the development of a permanent facility for the School on the Site, the School may, at that time, give notice of intent to return the Site to the sole possession and use of the District. In this event, the School understands any and all costs to develop the site beyond the District Funds amount provided for under paragraph 3, above, shall be the sole responsibility of the School. In the event that the District unilaterally reverses its decision to provide the Site to the School and the School has funded improvements that will benefit the District, the District will reimburse the School for such expenses, not including the amount of District Funds provided by the District under paragraph 3, above. In this instance, the District agrees to make the School whole for the reasonable value of any improvements requiring expenditure of School funds on the Site including, but not limited to road-street planning and/or construction, installation or extension of utilities, satisfaction of the property's raw water

deficit, clearing any existing legal obligations attached to the site, any permitting or planning/zoning activities, construction of and/or installation of water mains, or participation in construction of and/or installation for same, extension of sanitary sewer main, road improvements adjacent to property, water and sewer development fees, electrical tap fees, and water irrigation pump systems. The Parties agree to negotiate in good faith to determine any amounts due.

6. **Continued Good Faith Collaboration.** The School has a goal of developing an appropriate permanent site for the School. Should the development process called for in this Memorandum not proceed as contemplated herein, the Parties may decide to resume good faith discussions of options and methods for securing an appropriate permanent facility on the Site or otherwise.

7. **Non-Appropriation/TABOR.** The Parties understand and acknowledge that the Parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by execution of this Memorandum. It is understood and agreed that this Memorandum does not create a multi-fiscal year direct or indirect debt obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Memorandum to the contrary, any payment obligation of the Parties is expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding June 30. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulation, and resolutions of the Parties, as applicable, and applicable law.

8. **Limitation on Damages.** This Memorandum is not intended, nor shall it be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to or enjoyed by either Party or either Party's current or past directors, officers, employees, and volunteers under the common law or pursuant to federal or state constitutional or statutory law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

9. **No Third-Party Beneficiaries.** This Memorandum shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. It is expressly understood and agreed that enforcement of the terms and conditions of this Memorandum, and all rights and actions relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained herein shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving any service or benefit under this Memorandum shall be deemed an incidental beneficiary only.

10. **Assignment.** Neither the District nor the School may assign the rights or obligations under this Memorandum, or any part hereof, without the express written consent of the other Party.

11. **Complete Understanding.** This Memorandum is the complete understanding of the Parties and there is no obligation of either Party, express or implied, related to the subject matter of the Memorandum that is not stated herein. All discussions, negotiations, and assurances that may have been made in conversation or documents passed between the Parties before this time are merged in this document. The Parties may from time to time by agreement supplement or modify this Memorandum, but shall do so in writing, signed by both Parties.

Agreed as of the date(s) written below.

St. Vrain Valley School District No. RE-1J

Date

Jennifer Kemp, President
St. Vrain Community Montessori School

1/14/2020

Date