

REVISED AGENDA
SPECIAL BOARD OF EDUCATION MEETING
August 22, 2018
6:30 p.m.
Education Service Center – Board Room

- 1.00** Call to Order and Roll Call
- 2.00** Welcome and Pledge of Allegiance
- 3.00** Approval of Agenda

- 4.00** *Open Forum (3 minute time limit for each speaker)*

- 5.00** Action Items
 - 5.01 Action on Resolution for Proposed Ballot Language for November 2018 Election - **Ridgway**
 - 5.02 Reauthorization of the Pikes Peak Board of Cooperative Educational Services Contract – **Lemmond**
 - 5.03 Action on Revised Policy CBI, CBI-R Evaluation of Chief Officers – **Andersen/Garza**
 - 5.04 Action on Resolution for Intergovernmental Agreement for November 2018 Election – **Garza**

- 6.00** *Other Business*
- 7.00** *Adjournment*

DATE OF POSTING: August 20, 2018

Donna Garza
Executive Assistant to the Board of Education

BOARD OF EDUCATION ITEM 5.01
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 22, 2018

PREPARED BY: Brett Ridgway, Chief Business Officer

TITLE OF AGENDA ITEM: Proposed Ballot Language for November 2018 Election

ACTION/INFORMATION/DISCUSSION: Action

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY: The Board of Education has previously provided guidance to the Administration to proceed with strategy and details regarding a minor adjustment to the 2014-3A Mill Levy Override for potential participation in the November 2018 election.

RATIONALE: To best serve our district as well as the vision and mission statements of ‘The Best Choice to Learn, Work and Lead’ we have developed a plan that is the best plan for students, staff and taxpayers. The plan is specifically informed by past learnings from prior election cycles where our constituents are most comfortable pursuing creative options that maintain the current tax structure while allowing D49 to pursue needed enhancements to funding and facility resources.

RELEVANT DATA AND EXPECTED OUTCOMES: The 2014-3A Mill Levy Override has its roots in the legacy question passed as 2005-3A. That original ballot question was the first passed in Colorado to create a revenue stream to fund Certificate of Participation payments. While that scenario has proven very useful and appropriate to navigate constraints of bonding capacity, that MLO question was designed with a dollar cap of \$7,500,000 which, of course, was specifically designed to fund the repayments of the CoP’s issued at that time.

Since then, with the great recession providing some opportunity in the midst of its difficulties, D49 was able to refinance those original CoP’s to lower rates and, as a result, asked the constituents in 2014-3A to allow the district to begin using some of the collections for operational items as well as the continued payment of the CoP’s. The voters, of course, supported that effort with the passage of 2014-3A by a 61.5%-38.5% margin. The 2014 question, however, did not remove the dollar cap nor convert it to a ‘fixed rate’ structure like was later done with the 2016-3B Mill Levy Override question. With the success of 2016-3B (which passed by an even better 64.9%-35.2%), as well as the significant growth in the district’s assessed valuation since the original 2005 election (more than doubled), we believe that now is an appropriate time to ask the voters to convert the parameters of the 2014-3A MLO from the dollar cap to a fixed rate to allow D49 to grow with the community.

With this information item, we then provide proposed ballot language for such a question for your review.

INNOVATION AND INTELLIGENT RISK: The innovation of using MLO’s to fund CoP payments was previously mentioned. The intelligent risk of changing from a dollar cap to a fixed mill rate structure lies in the firm belief that District 49 will continue to grow in terms of households and total assessed valuation. Converting to a fixed rate has risk in the event of any future decline in the district’s total assessed valuation, but that is deemed a minimal risk. In addition, having a fixed rate provides greater stability and predictability for district property owners since the district will then be feeling the same opportunities and pressures that the property owners do in terms of the value of their property. It also allows D49 to grow with the community by requiring new property owners to pay the same rates going forward that historical property owners have paid for several years.

IMPACTS ON THE DISTRICT’S MISSION PRIORITIES—THE RINGS AND ROCKS:

Cul	Inner Ring—How we treat each other	
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	Outer Ring —How we treat our work	
	Rock #1 —Establish enduring <u>trust</u> throughout our community	<i>Listening to our community through previous election experience and feedback gathered in those cycles and providing creative options with clarity that are consistent with those prior learnings while allowing the district to pursue and achieve educational program and facility priorities.</i>
Strategy	Rock #2 —Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
	Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
	Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

BUDGET IMPACT: Participating in the 2018 election cycle will have a cost that might otherwise not be necessary in a non-board member election cycle. However, the potential for future increased revenue streams from a fixed rate 2014-3A MLO makes it a worthy investment.

AMOUNT BUDGETED: \$100,00 for election costs, for county-assigned costs and election legal services.

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: Move to approve the attached resolution concerning placing an override levy question on the November 2018 coordinated election ballot.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 16, 2018

RESOLUTION

WHEREAS, School District 49 (El Paso County Colorado School District 49) (the “District”), in the County of El Paso and State of Colorado, is a public corporation duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, the members of the Board of Education of the District (the “Board”) have been duly elected, chosen and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, the District currently imposes a mill levy override approved by its voters in November 2014 and November 2016 (the “Prior Elections”); and

WHEREAS, the District has determined that it is in the best interest of the District and its residents and taxpayers to adjust the mill levy override currently being imposed pursuant to the Prior Elections (currently 19.081 mills after 2018) and to utilize revenues produced by such levy for general fund purposes as described in Section 3 below; and

WHEREAS, the Board has determined that the total additional local property tax revenues generated does not exceed twenty-five percent (25%) of the District’s total program funding in compliance with Section 22-54-108, C.R.S.; and

WHEREAS, TABOR requires the District to submit ballot issues (as defined in TABOR) to the District’s electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 6, 2018, is one of the election dates at which ballot issues may be submitted to the eligible electors of the District pursuant to TABOR; and

WHEREAS, the County Clerk and Recorder in El Paso County (the “County Clerk”) will conduct the election on November 6, 2018 as a coordinated election (the “election”); and

WHEREAS, it is necessary to submit to the eligible electors of the District, at the election, the proposition of continuing the current debt service mill levy and utilizing revenues produced from that levy for general fund purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT 49 (EL PASO COUNTY COLORADO SCHOOL DISTRICT 49), IN THE COUNTY OF EL PASO, AND THE STATE OF COLORADO:

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the District and the officers thereof, directed towards the election and the objects and purposes herein stated and the questions set forth herein are, ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings specified in Section 1-1-104, C.R.S.

Section 2. Pursuant to TABOR, Title 22, and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto, the District hereby determines that an election shall be held on November 6, 2018 (the "election"), and that there shall be submitted to the eligible electors of the District the question set forth herein. Because the election will be held as part of the coordinated election, the Board hereby determines that the County Clerk shall conduct the election on behalf of the District. The officers of the District are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the election is hereby ratified, approved and confirmed.

Section 3. The Board hereby authorizes and directs the officers of the District to certify on or before September 7, 2018, the following question in substantially the form hereinafter set forth to the County Clerk. Such question shall be submitted to the eligible electors of the District at the election.

BALLOT ISSUE NO. 4[] – TAX INCREASE FOR GENERAL FUND PURPOSES

IN ORDER TO DECREASE THE CURRENT MILL LEVY OVERRIDE RATE OF 19.081 MILLS TO 18.500 MILLS, SHALL SCHOOL DISTRICT 49 (EL PASO COUNTY COLORADO SCHOOL DISTRICT 49) MILL LEVY OVERRIDE TAXES BE \$16.5 MILLION IN 2018 FOR COLLECTION IN 2019 AND WHATEVER AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER BY THE IMPOSITION OF A MILL LEVY NOT TO EXCEED 18.500 MILLS FOR THE PURPOSES APPROVED BY THE VOTERS IN 2014 AND 2016?

Section 4. Donna Garza is hereby appointed as the designated election official of the District for purposes of performing acts required or permitted by law in connection with the election.

Section 5. If a majority of the votes cast on the question to authorize the tax increase submitted at the election shall be in favor of incurring such tax increase provided in such question, the District acting through the Board shall be authorized to proceed with the necessary action to levy such ad valorem property taxes in accordance with such question.

Any authority to levy ad valorem property taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to levy the ad valorem taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 6. The officers of the District are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 7. All orders, bylaws and resolutions, or parts thereof, in conflict with this resolution, are hereby repealed.

Section 8. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

ADOPTED AND APPROVED this August 22, 2018.

Marie La Vere-Wright
President
District 49
(El Paso County Colorado School District 49)

(SEAL)

ATTEST:

Dave Cruson
Secretary
District 49
(El Paso County Colorado School District 49)

STATE OF COLORADO)
)
COUNTY OF EL PASO) SS.
)
DISTRICT 49)
(EL PASO COUNTY COLORADO)
SCHOOL DISTRICT 49))

I, Dave Cruson, am the duly qualified and acting Secretary of District 49 (El Paso County Colorado School District 49) (the “District”), in the County of El Paso and State of Colorado, and I do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Board of Education of the District (the “Board”) at a regular meeting of the Board held on August 22, 2018.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of August 22, 2018, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Marie La Vere-Wright, President				
John Graham, Vice President				
Kevin Butcher, Treasurer				
Dave Cruson, Secretary				
Joshua Fry, Director				

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

5. Attached hereto as Exhibit A is a copy of the notice of the meeting on August 22, 2018 which notice was posted in one place within the District at least 24 hours before such meeting and which notice included agenda information, if available.

6. There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District, this August 22, 2018.

Secretary

(SEAL)

EXHIBIT A

(Attach Notice of Meeting)

AGENDA
SPECIAL BOARD OF EDUCATION MEETING
August 22, 2018
6:30 p.m.
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- 1.00** **Call to Order and Roll Call**
- 2.00** **Welcome and Pledge of Allegiance**
- 3.00** **Approval of Agenda**
- 4.00** ***Open Forum (3 minute time limit for each speaker)***
- 5.00** **Action Items**
 - 5.01 Action on Proposed Ballot Language for November 2018 Election - **Ridgway**
 - 5.02 Reauthorization of the Pikes Peak Board of Cooperative Educational Services Contract – **Lemmond**
 - 5.03 Action on Revised Policy CBI, CBI-R Evaluation of Chief Officers – **Andersen/Garza**
 - 5.04 Approval of Resolution for Intergovernmental Agreement for November 2018 Election – **Garza**
- 6.00** ***Other Business***
- 7.00** ***Adjournment***

DATE OF POSTING: August 16, 2018

Donna Garza
Executive Assistant to the Board of Education

BOARD OF EDUCATION ITEM 5.02
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 22, 2018

PREPARED BY: J. Rice, Director of Special Education
N. Lemmond, Executive Director of Individualized Education

TITLE OF AGENDA ITEM: Reauthorization of the Pikes Peak Board of Cooperative
Educational Services Contract

ACTION/INFORMATION/DISCUSSION: Action

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

The Pikes Peak Board of Cooperative Educational Services (BOCES) is utilized by District 49 for providing a number of mandated special education services. These services are delineated in two contracts. The first contract is for a student slot in the COLA program. The second contract covers interpreters for students who are deaf/hard of hearing, a part-time Speech-Language Pathology and Administrative costs.

RATIONALE:

These are federally (IDEIA) and state (ECEA) required Special Education services. Contracting these services through the Pikes Peak BOCES is more cost effective than contracting the services through other agencies.

RELEVANT DATA AND EXPECTED OUTCOMES:

The costs for the student slot in the PPBOCES COLA program is \$46,000 per year (July 2018 - June 2019). The costs for 5 interpreters and administration support is \$302,310. The costs for a part-time Speech-Language Pathologist is \$62,918. We also pay \$23,000 for Administration. We expect student service needs to be met through contracted services with PPBOCES.

INNOVATION AND INTELLIGENT RISK:

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	Transparency, Respect and Accountability
Strategy	Rock #1—Establish enduring <u>trust</u> throughout our community	Supports trust in a manner that shows our commitment to meet the needs of all students and leverage additional program support.
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
	Rock #4— Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	Supports portfolio of schools for students with high needs and still maintaining service commitment and high level of support.
	Rock #5— Customize our educational systems to <u>launch each student toward success</u>	Focus on the individual needs of the student to excel academically, behaviorally, and socially.

BOE Special Meeting August 22, 2018
Item 5.02 continued

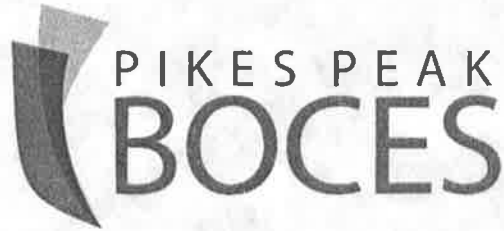
BUDGET IMPACT: \$ 412,832

AMOUNT BUDGETED: \$412,832

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the Pikes Peak Annual BOCES contracts in item 5.02 as recommended by the administration.

APPROVED BY: Peter Hilts, Chief Education Officer; Brett Ridgway, Chief Business Officer

DATE: August 8, 2018



**CONTRACT FOR SPECIAL EDUCATION SERVICES
PURSUANT TO C.R.S. § 22-20-109(1)(a) FOR SLOTS BETWEEN**

Falcon School District 49 (hereafter referred to as "District")

AND

PPBOCES School of Excellence/COLA Program (hereafter referred to as "Provider")

For Special Education Services
at the Pikes Peak BOCES School of Excellence,
2883 South Circle, Colorado Springs, CO 80906

For service slots at COLA Program during the 2018-2019 school year.

1. **The term of this contract is between August 1, 2018 and June 30, 2019,** ensuring the minimum number of school days approved by the Colorado Department of Education.
2. Falcon School District 49 will be contracted for 1 slot for the 2018-2019 school year at a cost of \$46,000.00 each.
3. The District will be billed \$46,000.00 for the 2018 -2019 school year for this slot, payable in 12 monthly payments of \$3,833.33 from July 2018 through June 2019.
 - a. **Placement Process.** The District may refer special education students to consider the use of a Program slot at any time. Parties agree that the placement into a Program and the use of a purchased slot will be made by the IEP Team, including an administrative representative from the BOCES/SOE, and tailored for a particular student in accordance with the unique needs of the student and within procedural provisions and requirements of the IDEA. To initiate this process, District agrees to:
 - Initiate through the appropriate process, an evaluation or reevaluation in accordance with the IDEA. See generally, 34 C.F.R. § 300.301 and 34 C.F.R. § 300.303 (a). For students with IEPs arriving from out of state or from another Colorado school District, the District agrees to utilize the procedures in accordance with inter-district or intra-district transfer procedures of the IDEA. See 34 C.F.R. ' §300.323 (e) and (f).
 - Email or telephone BOCES/SOE regarding the considered placement.
 - Complete any necessary application forms provided by the BOCES/SOE.
 - Following review of the completed Application Packet, PPBOCES/SOE reserves the authority to deny or delay student enrollment.
 - Schedule the IEP Meeting with consideration of the BOCES/SOE attendance at the IEP meeting.
 - Placements into the BOCES/SOE Program will be made by the IEP team.

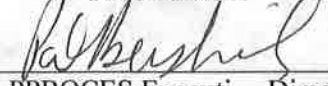
- b. The District may refer additional students after the District's slots are filled. The time frame for admission of these additional students may be impacted by slot availability. If additional students are referred (beyond the number of purchased slots) and accepted, the District will be billed for those students at a daily rate of \$277.00 per day for the first partial month of enrollment. Subsequent months will be billed at the monthly rate of \$4,600.00 per student for the months of August 2018 thru May 2019. If a District slot becomes available due to a District student moving out of the program, Provider will then use that slot for billing purposes as identified in paragraph 3 above, rather than charging the District at the above monthly rate.
 - c. There will not be an end-of-year refund for unused slots.
4. **Change in Residency.** Parties agree that a District student's district of residence and any resolution of disputes of residency will be made in accordance with Colorado law. (See C.R.S. § 22-1-102 *et seq.* and C.R.S. § 22-20-107.5 *et seq.*) If during the term of this Agreement the District student changes residency, the Parties agree to notify each other of the change. If the change in residency results in the District no longer being the District of residence, the District agrees to contact the student's new district of residence and establish a process ("Process") through which the student's placement and this Agreement will be reviewed. Parties agree that this Process will include the District, the new district of residence and BOCES/SOE. Parties agree that this Agreement will be maintained until this Process is completed and either the new district of residence enters an Agreement with BOCES/SOE or the new district of residence otherwise offers services under the IDEA.
5. **Change of Placement.** If at any time during the term of and in accordance with this Agreement, either Party believes that a student may need a different IEP placement, either Party may request a reevaluation in accordance with the IDEA (34 C.F.R. § 300.303) to consider such a change. Both Parties agree to cooperate with each other and mutually participate in the reevaluation process. If, following the reevaluation, the IEP Team determines that a student currently placed and receiving services in a Program needs a different placement other than as provided within this Agreement (such as a more intensive specialized program or the return to a neighborhood or District school program), Parties agree to collaborate and participate in any revised placement, if recommended, under each of their respective responsibilities as either the District of Residence or, if applicable, a party to the MOU.
6. **The Provider will:**
- a. Send the District prior written notice for IEP reviews, annual reviews, and other meetings.
 - b. Follow the District's IEP or develop a new IEP with the District invited to participate in IEP team meetings to develop a new one.
 - c. Send copies of the current IEP and reports/assessments to the District within thirty (30) days and upon District request.
 - d. Make no amendments to IEPs without notification to the District.
 - e. Provide monthly attendance reports, and quarterly grade and progress reports, to the District.
 - f. Allow the District access to the SOE and the student's educational records to facilitate the District's oversight of the student's program.
 - g. Implement the IEP in good faith.
 - h. Provide special education, speech and language, school mental health, and occupational therapy services to students per the IEP. Additional services (services from deaf/hard of hearing teacher, services from teacher of the visually impaired, physical therapy, interpreting services, orientation

- and mobility services, gifted education, one on one designated paraprofessional support, and services to address needs of second language learners) will be negotiated outside of this contract.
- i. Provide a policy or policies of comprehensive general liability insurance. Limits of liability are not less than \$200,000 per person and \$2,000,000 per occurrence. Proof of such insurance will be provided to the District upon request.
 - j. Reimburse the District for any additional funds (e.g., DHS) received by the Provider for the District's specific students unless such funds are to provide services identified in paragraph 4 h. above.
 - k. Issue final billing for this contract by June 15.
 - l. If a legal challenge is made regarding the student's educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The Provider will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District's student
 - m. Designate as the Provider contact person, the Principal of the PPBOCES School of Excellence, who may be reached by telephone at (719) 635-6333.

7. The District will:

- a. Retain the right to preview the Provider's educational and/or financial records relating to this agreement, or to the student.
- b. Retain the right to review all IEPs and request meetings when necessary.
- c. Collaborate with Provider to set up and complete triennial meetings.
- d. Make good faith efforts to attend staffing's and IEP meetings. If a District representative cannot attend, he/she may request a staffing be rescheduled at a mutually agreeable time, delegate District representation to a member of the staffing team, or request a conference call be set up. If the District does not attend, the District will abide by the IEP team's decision unless or until another IEP meeting can be convened.
- e. Designate an individual in the District to receive attendance and other student reports.
- f. Retain the obligation as the student's Administrative Unit of Residence to ensure that the student's IEP and enrollment in the School of Excellence offer the student a free appropriate public education in the least restrictive environment.
- g. If a legal challenge is made regarding the student's educational (including special education services), the Provider and District mutually agree to immediately notify the other party, to collaborate regarding appropriate legal responses, and to bear their own legal costs incurred defending such a claim. The District will negotiate in good faith regarding any related awards or corrective actions with the intent that the Provider undertakes any school or program related actions and the District undertakes actions related to the District's student.
- h. Provide immediate notice to the Provider of any potential legal claim that may implicate the Provider.
- i. Pay within 30 days invoices for educational services and/or full program costs as specified above.
- j. Resolve, including through disenrollment, attendance and absence related difficulties after seven (7) consecutive school day absences or as determined by the IEP team.

PROVIDER


PPBOCES Executive Director

8-1-18

Date

DISTRICT

District Authorized Signature

Date

**PIKES PEAK BOARD OF COOPERATIVE EDUCATIONAL SERVICES
CONTRACT**

THIS AGREEMENT made this 30TH day of June, 2018 by and between the Pikes Peak Board of Cooperative Educational Services, herein referred to as the party of the first part, and **Falcon School District #49** herein referred to (or parties) of the second part for the period July 1, 2018, through June 30, 2019.

WITNESSETH, that whereas the party (or parties) of the second part desire to contract with the Pikes Peak Board of Cooperative Educational Services for the performance of certain services and they have been authorized by law to enter into this agreement under Title 22, Section 5, 1973 CRS as amended.

NOW, THEREFORE, the service to be covered by this contract and furnished by the Pikes Peak Board of Cooperative Educational Services shall be as outlined in the Cooperative Special Education Program and PPBOCES Program Summary.

IN CONSIDERATION of the above services, the party (or parties) of the second part agree to pay to the party of the first part:

UP TO AND NOT to exceed the amount estimated as direct cost on the attached summary unless revisions are negotiated and agreed to by both parties during the contract. Total amount of contract shall be \$388,228.00. However, it is mutually agreed that both parties of contract must first agree to any changes in program cost and that these changes must be annotated on an addendum to this original contract and signed by both parties prior to becoming an adjustment to the contract. The increase or decrease, as determined by these adjustments, shall determine the actual total contract amount.

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

President	District #49 Board of Education	Date	Address
Secretary	District #49 Board of Education	Date	Address

FOR THE PIKES PEAK BOARD OF COOPERATIVE EDUCATIONAL SERVICES

**President
BOCES**

**Secretary
BOCES**

Date

District:

Falcon D49

**PIKES PEAK BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ASSOCIATE MEMBER DISTRICT**

PROGRAMS:	FTE	Budget 2018-2019
Administration		23,000
D/HH Program		302,310
Interpreters	5.0	
Admin Support	0.105	
Speech	0.6	62,918
Total		<u>\$388,228</u>

BOARD OF EDUCATION ITEM 5.03
BACKGROUND AND DOCUMENTATION FOR CONSENT OR ROUTINE AGENDA ITEMS

BOARD MEETING OF: August 22, 2018

PREPARED BY: P. Andersen, Director of Human Resources
D. Garza, Executive Assistant to the BOE

TITLE OF AGENDA ITEM: Policy CBI and CBI-R Evaluation of Chief Officers

ACTION/INFORMATION/DISCUSSION: Action

BACKGROUND OR RATIONALE: The board recently approved revised performance domains and recommended targets, standards, and evidence for chief officer evaluations and goal-setting.

RELEVANT DATA AND EXPECTED OUTCOMES: Recommended revisions to policy CBI and regulation CBI-R to align with these newly approved domains, targets, standards, and related evidence.

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring —How we treat each other Outer Ring —How we treat our work	
Strategy	Rock #1 —Establish enduring <u>trust</u> throughout our community Rock #2 —Research, design and implement programs for intentional <u>community</u> participation Rock #3 — Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u> Rock #4 — Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive Rock #5 — Customize our educational systems to <u>launch each student toward success</u>	

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: After a first read of policy CBI and CBI-R, I move to approve the proposed revisions as recommended by the administration.

APPROVED BY: Pedro Almeida, Brett Ridgway, Peter Hilts – Chief Officer Team **DATE:** August 10, 2018

Title	Evaluation of Chief Officers
Designation	CBI
Office/Custodian	Board of Education/Executive Assistant to BOE and Director of Human Resources

The Board shall institute and maintain a comprehensive program for the evaluation of the chief officers on a regular basis that is agreed upon by the Board and the chief officers. Through evaluation of the chief officers, the Board shall strive to accomplish the following:

1. Clarify the role of the chief officer in the school system as seen by the Board by defining objectives that will contribute to achievement of district-wide goals.
2. Clarify for all Board members the role of the chief officers in view of the job description and the immediate priority among responsibilities as agreed upon by the Board and the chief officers.
3. Develop positive communication and harmonious working relationships between the Board and chief officers.
4. Provide administrative leadership of excellence for the school system including implementation of education programs for the achievement of the educational objectives of the school district, including the district's academic standards.
5. Measure the chief officers' professional growth and development and level of performance.

Those portions of the chief officers' written evaluation relating to the performance in fulfilling adopted district objectives, fiscal management of the district, district planning responsibilities and supervision and evaluation of district personnel shall be available for inspection by the public during regular office hours.

Nothing in this policy shall be construed to imply in any manner the establishment of any personal rights not explicitly established by law or contract. Further, nothing in this policy or the accompanying regulation shall be construed to be a prerequisite to or a condition of suspension, dismissal or termination. All employment decisions remain within the sole and continuing discretion of the Board.

Chief Officer Performance Review Process

	Activity	Responsibility	Deliverable(s)	Timeframe
Quantitative Performance Targets	Identify key performance domains from the Chief job description and the CDE administrator domains.	The Chiefs will propose. The Board will revise and approve.	An overview chart that identifies, prioritizes, and describes multiple performance domains.	The Chiefs will propose a set of performance domains at the April BOE work session. The Board will affirm the domains at the May regular meeting.
	Identify performance targets in each domain.	The Chiefs will propose measurable performance targets in each domain. The Board will endorse at least one measurable target in each domain.	A table of performance targets identifying standards of performance and acceptable evidence for each target.	The Chiefs will propose targets, standards and evidence at the April work session. The Board will vote to affirm the targets, standards, and evidence at the May regular meeting.
	Confirm acceptable evidence for each performance target.	The Chiefs will propose and the Board will affirm acceptable evidence for each performance target.		
	Assess the Chief's performance on a "target to actual" basis for each target.	The Chiefs will provide a self-assessment. The board will generate a board assessment.	Each party will provide a written assessment of each performance target. The Chiefs will provide a portfolio (body of evidence) for each target.	The Board will present their assessments and receive the Chief Officer's assessment at the August, September or October BOE work session according to the review cycle.
Qualitative Multi-rater Feedback	Identify a set of evaluative questions (or statements) in each of the performance domains.	The Chiefs, in consultation with the Director of Human Resources, will develop question sets.	The Director of Human Resources will coordinate online surveys based on the question sets. The surveys will elicit numeric and narrative responses.	The survey will be available by July 1 (COO), August 1 (CEO), or October 1 (CBO).
	Identify a set of participants for the multi-rater survey.	The Chiefs will propose a set of raters. The Director of Human Resources will affirm or modify the rater set.	The Chief Officer or Director of Human Resources will invite raters to complete the survey.	Invitations will be sent by July 15 (COO), August 15 (CEO) or September 15 (CBO).
	Administer the survey.	The Director of Human Resources will coordinate the administration of the survey.	The Chiefs will receive and review their survey report. The Chiefs will provide a summary to the Board.	The Chief Officers will submit their respective summaries to the Board in August, September, or October according to the review cycle.
Consolidated Review	Finalize the performance review.	The Board will create a final review document incorporating the performance targets and survey results.	The Board will present the final evaluation to the Chief Officer.	The Board will present the final evaluation at the regular meeting according to the Chief Officer review cycle.

Chief Officer Targets, Standards and Evidence

For transparent accountability and evaluation purposes, the Board of Education, through policy CBI, directs that the chief officers propose performance goals—with targets, standards, and evidence aligned to seven domains aligned with the performance excellence criteria of the Baldrige Performance Excellence Program. The following table is the framework for chief officer goal-setting:

<u>Baldrige Criteria</u>	<u>maps to</u>	<u>D49 Administrator Evaluation Domains</u>
<u>Leadership</u>	⇔	<u>Vision & Culture</u>
<u>Strategy</u>	⇔	<u>Mission & Strategy</u>
<u>Customers</u>	⇔	<u>Customer Engagement & Service</u>
<u>Measurement, Analysis and Knowledge Management</u>	⇔	<u>Learning & Improvement</u>
<u>Workforce</u>	⇔	<u>Workforce Service & Development</u>
<u>Operations</u>	⇔	<u>Efficient & Effective Management</u>
<u>Results</u>	⇔	<u>Results</u>

These goals will be embedded in our cascading planning system as well as office-specific action plans.

Performance Domains

~~The chief officers shall be evaluated on a set of performance domains. The Colorado Department of Education (CDE) Principal Quality Standard Domains serve as the framework for chief officer evaluation. The domains are as follows:~~

~~Strategic Leadership~~

~~Instructional Leadership~~

~~{School/Department} Culture and Equity Leadership~~

~~Human Resource Leadership~~

~~Managerial Leadership~~

~~External Development Leadership~~
~~[Academic/Department] Performance and Growth~~

~~The domains shall be tailored to the respective responsibilities of each chief officer and be articulated in the accompanying regulation.~~

- Adopted: September 11, 2014
- ~~Revised: April 12, 2018~~
- Revised: August 22, 2018

LEGAL REFS:

- 22-9-101, Licensed Personnel Evaluations

CROSS REFS:

- BDFA, District Personnel Performance Evaluation Council
- CBA/CBC, Qualifications/Powers and Responsibilities of Chief Officers
- GCOE, Evaluation of Evaluators

BOARD-APPROVED POLICY OF DISTRICT 49

Title	Evaluation of Chief Officers
Designation	CBI-R
Office/Custodian	Board of Education/Executive Assistant to BOE and Director of Human Resources

Performance Review Cycle for the Chief Officers

The Board shall review the chief officers according the following schedule:

	Performance Timeframe	Work Session	Regular Meeting
Chief Operations Officer	September - August	August	September
Chief Education Officer	October - September	September	October
Chief Business Officer	November - October	October	November

At its January regular meeting, the board shall consider continued employment of each chief officer in the next fiscal year. In the event that a January board meeting does not take place, the board shall consider the matter at its next regular meeting. By approval of a consent agenda item, the Board may express its intent to continue employment. Such consent is not a promise or guarantee of a contract for the next fiscal year. The board may delay consideration of continued employment for a chief officer who is new to position or on performance improvement plan.

Chief Business Officer Targets, Standards and Evidence

<u>Leadership</u> <u>(Vision & Culture)</u> <u>Former 01 - BUSINESS LEADERSHIP</u>	<u>The CBO shall direct a comprehensive and coordinated program that leads to systematic and measurable achievement of Business and Financial Goals.</u>	<ul style="list-style-type: none"> • <u>Recognition and promotion for Business Office team members.</u> • <u>Encourage sustainability and momentum in Business Office Departments & major processes that is independent from personnel involved.</u> 	<ul style="list-style-type: none"> • <u>Routine data analyses to identify areas of strong practices and programs as well as opportunities for improvement.</u> • <u>Intentional abandonment and/or reengineering of failing practices and programs (i.e. process improvement).</u>
<u>Strategy</u> <u>(Mission & Strategy)</u> <u>Former 02 - STRATEGIC LEADERSHIP</u>	<u>The CBO shall promote and embed the district's strategic priorities and initiatives into all decisions and actions.</u>	<ul style="list-style-type: none"> • <u>Concrete examples (narratives) of activities where the CBO emphasized the strategic plan and caused other stakeholders to support and prioritize strategic initiatives.</u> • <u>Presentation of cause & effect underlying issues to state-level legislation or initiatives.</u> 	<ul style="list-style-type: none"> • <u>Documents, decisions, or other artifacts from strategic planning sessions or implementation activities.</u> • <u>Specific proposals, projects, routines, or other activity that leads to a measurable improvement in any of the five strategic priorities.</u>
<u>Customers</u> <u>(Customer Engagement & Service)</u> <u>Former 04-CULTURAL LEADERSHIP</u>	<u>The CBO shall identify and implement cultural practices that foster an invitational and welcoming atmosphere in Business Office departments, and at district events and programs.</u>	<ul style="list-style-type: none"> • <u>Identifying & encouraging practices that invite and welcome individuals of many backgrounds, abilities, and perspectives; while identifying & limiting barriers and deficits to those individuals so that our culture fosters learning, working, or leading to a person's best potential.</u> 	<ul style="list-style-type: none"> • <u>Supports for the District's Cultural Compass and individual points on the compass.</u>

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Results

Former - 07-
MEASURABLE
PERFORMANCE
TARGETS AND
STANDARDS

A list of results for specifically measured, items - Measurements that provide the bulk of, if not all of, the Quantitative Performance Targets portion of the performance review.

1. Demonstrate a consistent, or improved, employee engagement of the District's Vision, Mission & Culture; and the Business Office's SOPI through:

2. Overall district financial performance

3. Audit result & reflection on Business Office processes

4. Outward facing visibility and participation through:

- a. Completion of all seven direct reports' evaluations in a timely manner.
- b. Business Office Team (BOT) Meetings - number scheduled & number held vs. number of opportunities
- c. Business Office Leader (BOL) Meetings - number scheduled & number held vs. number of opportunities
- d. General Fund spend managed to a window of 98% - 100.5% of appropriation.
General Fund - Fund Balance within policy or budget expectations
- e. All other funds within budget, strategic, financial, and managerial priorities
- f. Comparisons of financial performance with other districts, including direct neighbors, to evidence comparable or superior financial performance.
- g. Overall audit opinion as reflected on Business Office performance
- h. No more than 1-2 Business Office comments per year, no similar comments in consecutive years without a multi-year plan for mitigation/correction.
- i. Presentations of Information - Board Meetings, Departments, IL Meetings, Schools, Constituents, Legislature, etc. - Avg. 3-4 presents/participations per month
- j. Group Participations - e.g. FCBC, PPASBO, Colotrust Board, etc. - 2-5 groups.
- k. General Provision of Information
- l. Financial Transparency Items - [all required ~ 50 items per year]
- m. Presentation Versatility - develop "audience-friendly" materials (graphs, etc.) to enhance transparency to a wider audience. Also, look for alternative distribution points for such materials and use those to reach that wider audience.
- n. Issue identification and process distillation / improvement.
- o. Increased/improved preambles to significant publications, to include FAQ's, Business mantras, etc..

Chief Education Officer Targets, Standards and Evidence

<u>Evaluation Domains</u>	<u>Target</u>	<u>Standards</u>	<u>Evidence</u>
<u>Vision & Culture</u>	<u>Increase the percentage of stakeholders agreeing that D49 is on the “right track.”</u>	<u>Earn agreement from 75% of respondents</u>	<ul style="list-style-type: none"> • <u>VOW Annual Survey</u> • <u>VOC Surveys</u> • <u>MLO Election</u>
	<u>Increase the percentage of BOE and SLT members engaged with the Baldrige framework.</u>	<u>Ensure 100% of BOE and SLT demonstrate significant engagement with the Baldrige Criteria within the past 24 months.</u>	<ul style="list-style-type: none"> • <u>Attendance at a Baldrige regional or national event</u> • <u>Participation as a Baldrige or RMPEX examiner</u>
	<u>Increase the percentage of Principals and Assistant Principals engaged with the Baldrige framework.</u>	<u>Ensure 60% of Principals and AP demonstrate significant engagement with the Baldrige Criteria within the past 24 months.</u>	<ul style="list-style-type: none"> • <u>Attendance at a Baldrige regional or national event</u> • <u>Participation as a Baldrige or RMPEX examiner</u>
<u>Mission & Strategy</u>	<u>Increase the percentage of workforce members who affirm D49 as a great place to learn, work, and lead</u>	<u>Increase rate of affirmation by 2% to</u> <u>Learn—80%</u> <u>Work—76%</u> <u>Lead—67%</u>	<ul style="list-style-type: none"> • <u>VOW Annual Survey</u>
	<u>Increase the percentage of Education Office Action Plans that include a learning and evaluation component.</u>	<u>Ensure 90% of Ed Office Plans incorporate learning or evaluation for continuous improvement.</u>	<ul style="list-style-type: none"> • <u>Measure action plans in our cascading planning software system</u>
<u>Customer Engagement & Service</u>	<u>Increase total participation in a targeted Voice of the Community performance review survey.</u>	<u>Increase participation to more than 500 respondents.</u>	<ul style="list-style-type: none"> • <u>Annual Report on Voice of the Customer (VOC).</u>
	<u>Engage students and parents in <i>Pathways 2023</i>—an orientation event for 8th grade students and parents.</u>	<u>Establish 80% participation by 8th grade students across our operated portfolio.</u>	<ul style="list-style-type: none"> • <u>Measure by attendance at the <i>Pathways 2023</i> event.</u> • <u>Measure by feedback collected at and after the event.</u>

<u>Learning & Improvement</u>	<u>Develop basic monthly dashboards for each department in the education office.</u>	<u>Each department in the education office will produce quarterly dashboards with 5-7 KPI's.</u>	<u>• Creation of Dashboards using Cascade, Tableau, or equivalent software</u>
	<u>Establish PowerSchool as an effective student information system in D49.</u>	<u>At least 65% of workforce members will affirm that they are confident using or teaching others to use PowerSchool.</u>	<u>• Conduct a post-transition survey of PS users</u>
	<u>Establish Business Plus as an effective financial information system in D49.</u>	<u>At least 65% of workforce members will affirm that they are confident using or teaching others to use Business Plus.</u>	<u>• Conduct a post-transition survey of Business Plus users</u>
<u>Workforce Service & Development</u>	<u>Install and load peakview displays with content that recognizes workforce achievements.</u>	<u>100% of schools and offices will feature a peakview display, with 7 or more items of local recognition in regular rotation.</u>	<u>• The Communications Team spring performance report will include an update on peakview display content.</u> <u>• The Communications Team will submit the peakview display initiative for COSPRA evaluation.</u>
	<u>VOW Compensation Teams will formalize specific, principled recommendations about compensation systems.</u>	<u>100% of workforce segments will contribute meaningful perspectives to the VOW Compensation Teams.</u>	<u>• Participation at VCT meetings.</u>
	<u>Develop a Teacher Pro Day in the spring semester.</u>	<u>100% of teachers will participate in teacher-led professional learning experiences.</u>	<u>• Prior approval</u> <u>• Report of learning</u>
	<u>Develop an ESP Pro Day in the fall semester.</u>	<u>80% of available ESP staff will participate in position-relevant professional learning experiences.</u>	<u>• Attendance</u> <u>• Feedback reports</u>
<u>Efficient & Effective Management</u>	<u>Support the COO and the Enhanced Security Initiative.</u>	<u>Facilitate quarterly meetings of the Enhanced Security Community Advisory Team</u>	<u>• ESCAT recommendations presented to the BOE at the Annual Planning Summit</u>
	<u>Facilitate and External Performance Review</u>	<u>Compose and facilitate a site team of expert reviewers to examine D49's performance.</u>	<u>• Present an external Site Visit Team Feedback Report to the BOE at the Annual Planning Summit.</u>

<u>Results</u>	<u>Primary Literacy</u>	<u>Establish five or more schools with 90% of students meeting expectations for ELA</u>	<u>• Measured by DIBELS, CMAS, and learning plans</u>
	<u>Graduation and Remediation</u>	<u>Complete a 5-year analysis of graduation, matriculation, and remediation rates at the operated high schools in our portfolio.</u>	<u>• Report presented to the BOE at the Annual Planning Summit</u>

Chief Operations Officer Targets, Standards and Evidence

<u>Evaluation Domains</u>	<u>Target</u>	<u>Standards</u>	<u>Evidence</u>
<u>Vision & Culture</u>	<u>Continual increased use of Baldrige performance excellence principles</u>	<u>Increased level of training for Operations leaders in Baldrige framework</u>	<u>Operations leaders attend the Baldrige Conference in Denver to deepen their understanding of leveraging Baldrige principles in everyday operations</u>
<u>Mission & Strategy</u>	<u>Implement and increase use of Cascade as an operational planning tool for Operations Directors NLT Jan 31, 2019</u>	<u>Operations Office has placed defined goals into Cascade down to the department level</u>	<u>Goals are established in Cascade and Operations Directors are comfortable in leveraging Cascade to manage and track operational goals</u>
		<u>COO and Operations Directors update progress towards goals monthly in Cascade</u>	<u>Progress is documented in Cascade monthly and Cascade use provides a routine and functional role within Operations systems</u>
	<u>Solidify the D49 Strategic and Operational Facility Planning process NLT Jun 30, 2019</u>	<u>Develop a realistic, functional, and achievable 5 Year Facilities Plan, which considers inputs from the district and community stakeholders</u>	<u>The 5 Year Facilities Plan is established, documented, and reviewed annually</u>
<u>Customer Engagement & Service</u>		<u>Strategic and Operational Facilities Planning Group meets regularly to develop, analyze and present options for consideration to the Chief Officer team</u>	<u>The 5 Year Facilities Plan receives the endorsement of the Chief Officers and the BOE, and subsequently is used as a guiding document for planning facilities-related efforts across D49</u>
	<u>Continuously deepen and improve customer service focused approach between Operations Office and supported entities.</u>	<u>Operations Directors and staff consistently exhibit proactive, two-way communications with customers across D49, with particular emphasis on Principals and Zone Leaders</u>	<u>Respectful working interactions</u>
<u>Learning & Improvement</u>	<u>Improve the capacity for security planning,</u>	<u>Safety and Security staff routinely lead or</u>	<u>Safety and Security Director has increased</u>

<u>Evaluation Domains</u>	<u>Target</u>	<u>Standards</u>	<u>Evidence</u>
	<u>preparation, and execution efforts, to include increasing Security staff and the formation and establishment of an Enhanced Security Community Advisory Team (ESCAT) NLT Sep 30, 2018</u>	<u>contribute to planning and preparation efforts, with emphasis on the school level of preparedness</u> <u>ESCAT meets quarterly in effective, organized and productive sessions</u>	<u>staff capacity, resulting in the increased capability to evaluate and plan security improvement initiatives on a regular basis</u> <u>ESCAT provides cogent input and analysis to the Chief Officers regarding potential security improvements in D49</u>
<u>Workforce Service & Development</u>	<u>Lead Operations Directors in establishing goals and objectives reflective of Operations mission and vision NLT Sep 30, 2018</u>	<u>COO and Operations Directors annually have established clear individual and department goals early in the school year</u>	<u>Each Director has coordinated with the COO for agreed-upon goals for the upcoming school year</u>

**Efficient & Effective
Management**

Establish and solidify an effective Operations Office budget planning process NLT May 31, 2019

Operations Directors follow a systematic process annually to comprehensively identify all Operations related budget requirements

Operations budget planning process, along with associated date windows, is defined and followed within the Operations Office

Effectively incorporate Technology Quality Assurance Manager (TQAM) into Operations structure NLT May 31, 2019

COO incorporates TQAM into routine counseling and evaluation process

TQAM participates in initial, mid-year, and end of year performance goals and/or reviews with COO and/or chief officer team as appropriate

TQAM understands and is responsive to Chief Officer requirements

TQAM meets at least bi-monthly with Chief Officer team to review work priorities and progress on established goals

Improve TQAM productivity and effectiveness in providing both strategic and operational support to district technology efforts NLT Jun 30, 2019

TQAM is integrated into all relevant planning and discussion initiatives and activities across zones and departments

TQAM is established in a rhythm of participating in key coordination meetings and discussions across all relevant offices in D49, including regular coordination with Ed Tech, Facilities, Safety and Security, CCS, and other offices as needed.

TQAM presents for approval to the chief officers a robust, effective and achievable Technology Master Plan to guide D49

The Chief Officers have reviewed and approved for implementation a revised D49 Technology Master Plan.

Performance Review Criteria for the Chief Officers

~~When evaluating a senior executive, it is important to align leadership activity with the district's strategic plan. Since the strategic plan is operational, it is helpful to use a portfolio review model where the reviewers may examine leadership behavior in the context of daily and long-term activity and accomplishments.~~

~~The first six sections organize leadership performance into manageable, observable patterns (i.e. Performance Domains from established standards from CDE). For each section, additional insights might be gleaned from existing surveys and feedback systems or the pursuit of new collections related to a particular performance measure.~~

~~The final section lists targets and standards that will provide the quantitative measurements of leadership related to the performance domains.~~

Performance Review Criteria for the Chief Business Officer

Business Leadership

The CBO shall direct a comprehensive and coordinated program that leads to systematic and measurable achievement of Business and Financial Goals.

The CBO shall submit a portfolio of acceptable evidence of *Business Leadership* that may include:

- Routine data analyses to identify areas of strong practices and programs as well as opportunities for improvement.
- Intentional abandonment and/or reengineering of failing practices and programs.
- Recognition and promotion of Business Office team members.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Business Leadership* from their direct experience and interactions with the CBO or from their personal experiences in and around the district.

Strategic Leadership

The CBO shall promote and embed the district's strategic priorities and initiatives into all decisions and actions.

The CBO shall submit a portfolio of acceptable evidence of *Strategic Leadership* that may include:

- Documents, decisions, or other artifacts from strategic planning sessions or implementation activities.
- Concrete examples (narratives) of activities where the CBO emphasized the strategic plan and caused other stakeholders to support and prioritize strategic initiatives.
- Specific proposals, projects, routines, or other activity that leads to a measurable improvement in any of the five strategic priorities.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Cultural Leadership* from their direct experience and interactions with the CBO or from their personal experiences in and around the district.

Leadership Development

The CBO shall establish and improve a culture of leadership development that leads to increased clarity, accountability, and performance of Business Office leaders.

The CBO shall submit a portfolio of acceptable evidence of *Leadership Development* that may include:

- Direct participation in professional development sessions to improve leaders' capacity.
- Identification of leadership strengths and leadership deficits for Business Office leaders.
- Active support for Business Office leaders to improve leadership practices in their areas of responsibility.

Members of the Board of Education, leaders within the Education Office, and interested district stakeholders may submit additional evidence of *Leadership Development* from their direct experience and interactions with the CBO, Education Office leaders, or district stakeholders.

Cultural Leadership

The CBO shall identify and implement cultural practices that foster an invitational and welcoming atmosphere in Business Office departments, and at district events and programs.

The CBO shall submit a portfolio of acceptable evidence of *Cultural Leadership* that may include:

- Identifying current practices that invite and welcome individuals of many backgrounds, abilities, and perspectives to learn work and lead.
- Identifying barriers or deficits that inhibit individuals from diverse backgrounds from learning, working, or leading to their best potential.
- Participating in activities, events, and/or programs related to cultural awareness.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Cultural Leadership* from their direct experience and interactions with the CBO or from their personal experiences in and around the district.

Leadership through Communication:

The CBO shall lead the district's business strategy by communicating clearly, regularly, and effectively to a variety of audiences through an assortment of methods and media.

The CBO shall submit a portfolio of acceptable evidence of *Leadership through Communication* that may include:

- Direct messages to district staff, parents, and other stakeholders.
- Written messages, personal presentations, and multimedia content.
- Specific feedback from recipients, including surveys, comments, and responses.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Leadership through Communication* from their direct experience and interactions with the CBO or district stakeholders.

Leadership through Personnel Management:

The CBO shall lead by developing and unifying a strong team of learners, workers, and leaders through high expectations, supportive supervision, and fair evaluation.

The CBO shall submit a portfolio of acceptable evidence of *Leadership through Personnel Management* that may include:

- Activities to identify and unify leadership teams around high standards and strategic priorities.
- Supportive communications that affirm excellent performance and support for our strategic plan and social contract.

- ~~Corrective communications that identify and correct performance that violates district values, policy, or strategy.~~
- ~~Initiatives to optimize the workforce through clarified job descriptions, reporting relationships, and recruiting new talent to the district.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Leadership through Personnel Management* from their direct experience and interactions with the CBO or district stakeholders.~~

~~***Measurable Performance Targets and Standards that will support one or more of the Leadership Performance Categories previously described:***~~

~~The portfolio of evidence submitted by the CBO should include a list of results for specifically measured items approved annually by the Board. It is intended that these measurements would provide the bulk of, if not all of, the Quantitative Performance Targets portion of the performance review.~~

Performance Review Metrics for the Chief Operations Officer

Operations Leadership

The COO shall direct the facilities, ground, transportation, nutrition services and safety & security services in a comprehensive and coordinated manner with procedures and methods that lead to systematic and measurable achievement of Operational and Financial Goals.

The COO shall submit a portfolio of acceptable evidence of *Operations Leadership* that may include:

- Periodic data analyses of operating key performance indicators to identify areas of strong performance, practices and programs as well as opportunities for improvement.
- Intentional restructuring and/or reengineering of failing operating practices and or procedures.
- Proactive processes, procedures and/or facilities alterations/improvements that lead to improved operating and/or financial performance of the district's facilities.
- Recognition and promotion of Operations Office team members'.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Operations Leadership* from their direct experience and interactions with the COO or from their personal experiences in and around the district.

Strategic Leadership

The COO shall promote and embed the district's strategic priorities and initiatives into all decisions and actions.

The COO shall submit a portfolio of acceptable evidence of *Strategic Leadership* that may include:

- Documents, decisions, or other artifacts from strategic planning sessions or implementation activities.
- Concrete examples (narratives) of activities where the COO emphasized the strategic plan and caused other stakeholders to support and prioritize strategic initiatives.
- Specific proposals, projects, routines, or other activity that leads to a measurable improvement in any of the five strategic priorities.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Cultural Leadership* from their direct experience and interactions with the COO or from their personal experiences in and around the district.

Leadership Development

The COO shall establish and improve a culture of leadership development that leads to increased clarity, accountability, and performance of Operations Office leaders.

The COO shall submit a portfolio of acceptable evidence of *Leadership Development* that may include:

- Direct participation in professional development sessions to improve leaders' capacity.
- Identification of leadership strengths and leadership deficits for Operations Office leaders.

- ~~Active support for Operations Office leaders to improve leadership practices in their areas of responsibility.~~
- ~~Improved ratings on staff or stakeholder surveys and or reports related to Facilities, Operations and Maintenance Departments.~~

~~Members of the Board of Education, leaders within the Operations Office, and interested district stakeholders may submit additional evidence of *Leadership Development* from their direct experience and interactions with the COO, Operations Office leaders, or district stakeholders.~~

Cultural Leadership

~~The COO shall identify and implement cultural practices that foster an invitational and welcoming atmosphere in Operations Office departments, and at district events and programs.~~

~~The COO shall submit a portfolio of acceptable evidence of *Cultural Leadership* that may include:~~

- ~~Identifying current practices that invite and welcome individuals of many backgrounds, abilities, and perspectives to learn work and lead.~~
- ~~Identifying barriers or deficits that inhibit individuals from diverse backgrounds from learning, working, or leading to their best potential.~~
- ~~Participating in activities, events, and/or programs related to cultural awareness.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Cultural Leadership* from their direct experience and interactions with the COO or from their personal experiences in and around the district.~~

Leadership through Communication:

~~The COO shall lead the district's operational strategy by communicating clearly, regularly, and effectively to a variety of audiences through an assortment of methods and media.~~

~~The COO shall submit a portfolio of acceptable evidence of *Leadership through Communication* that may include:~~

- ~~Direct messages to district staff, parents, and other stakeholders.~~
- ~~Written messages, personal presentations, and multimedia content.~~
- ~~Specific feedback from recipients, including surveys, comments, and responses.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Leadership through Communication* from their direct experience and interactions with the COO or district stakeholders.~~

Leadership through Personnel Management:

~~The COO shall lead by developing and unifying a strong team of learners, workers, and leaders through high expectations, supportive supervision, and fair evaluation.~~

~~The COO shall submit a portfolio of acceptable evidence of *Leadership through Personnel Management* that may include:~~

- ~~Activities to identify and unify leadership teams around high standards and strategic priorities.~~
- ~~Supportive communications that affirm excellent performance and support for our strategic plan and social contract.~~
- ~~Corrective communications that identify and correct performance that violates district values, policy, or strategy.~~
- ~~Initiatives to optimize the workforce through clarified job descriptions, reporting relationships, and recruiting new talent to the district.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Leadership through Personnel Management* from their direct experience and interactions with the COO or district stakeholders.~~

~~Measurable Performance Targets and Standards that will support one or more of the Leadership Performance Categories previously described:~~

~~The portfolio of evidence submitted by the COO should include a list of results for specifically measured items approved annually by the Board. It is intended that these measurements would provide the bulk of, if not all of, the Quantitative Performance Targets portion of the performance review.~~

Performance Review Metrics for the Chief Education Officer

Educational Leadership

The CEO shall direct a comprehensive and coordinated program that leads to systematic and measurable improvement in academic achievement for all learners.

The CEO shall submit a portfolio of acceptable evidence of *Educational Leadership* that may include:

- Data analyses to identify areas of strong practices as well as needed improvement.
- Intentional abandonment of failing practices and programs.
- Transparent reporting about formative assessment results, as well as summative and program assessments.
- Recognition and promotion of educational excellence by students, teachers, and members of our community.
- Advocacy and personal involvement to improve equity and access to academic excellence for students with all levels of ability, capacity, and unknown potential.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Educational Leadership* from their direct experience and interactions with the CEO or from their personal experiences in and around the district.

Strategic Leadership

The CEO shall promote and embed the district's strategic priorities and initiatives into all decisions and actions.

The CEO shall submit a portfolio of acceptable evidence of *Strategic Leadership* that may include:

- Documents, decisions, or other artifacts from strategic planning sessions or implementation activities.
- Concrete examples (narratives) of activities where the CEO emphasized the strategic plan and caused other stakeholders to support and prioritize strategic initiatives.
- Specific proposals, projects, routines, or other activity that leads to a measurable improvement in any of the five strategic priorities.

Members of the Board of Education and interested district stakeholders may submit additional evidence of *Cultural Leadership* from their direct experience and interactions with the CEO or from their personal experiences in and around the district.

Leadership Development

The CEO shall establish and improve a culture of leadership development that leads to increased clarity, accountability, and performance of district, zone, school, and classroom leaders.

The CEO shall submit a portfolio of acceptable evidence of *Leadership Development* that may include:

- Direct participation in professional development sessions to improve leaders' capacity.
- Identification of leadership strengths and leadership deficits for district and zone leaders.
- Active support for District and Zone leaders to improve leadership practices in their areas of responsibility.

- ~~Improving ratings on surveys, standards-based evaluations, and anecdotal reports related to the CEO and other leaders within the Education Office.~~

~~Members of the Board of Education, leaders within the Education Office, and interested district stakeholders may submit additional evidence of *Leadership Development* from their direct experience and interactions with the CEO, Education Office leaders, or district stakeholders.~~

Cultural Leadership

~~The CEO shall identify and implement cultural practices that foster an invitational and welcoming atmosphere in district schools, workplaces, and at district events and programs.~~

~~The CEO shall submit a portfolio of acceptable evidence of *Cultural Leadership* that may include:~~

- ~~Identifying current practices that invite and welcome individuals of many backgrounds, abilities, and perspectives to learn work and lead.~~
- ~~Identifying barriers or deficits that inhibit individuals from diverse backgrounds from learning, working, or leading to their best potential.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Cultural Leadership* from their direct experience and interactions with the CEO or from their personal experiences in and around the district.~~

Leadership through Communication:

~~The CEO shall lead the district's educational strategy by communicating clearly, regularly, and effectively to a variety of audiences through an assortment of methods and media.~~

~~The CEO shall submit a portfolio of acceptable evidence of *Leadership through Communication* that may include:~~

- ~~Direct messages to district staff, parents, and other stakeholders.~~
- ~~Written messages, personal presentations, and multimedia content.~~
- ~~Specific feedback from recipients, including surveys, comments, and responses.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Leadership through Communication* from their direct experience and interactions with the CEO or district stakeholders.~~

Leadership through Personnel Management:

~~The CEO shall lead by developing and unifying a strong team of learners, workers, and leaders through high expectations, supportive supervision, and fair evaluation.~~

~~The CEO shall submit a portfolio of acceptable evidence of *Leadership through Personnel Management* that may include:~~

- ~~Activities to identify and unify leadership teams around high standards and strategic priorities.~~
- ~~Supportive communications that affirm excellent performance and support for our strategic plan and social contract.~~

- ~~Corrective communications that identify and correct performance that violates district values, policy, or strategy.~~
- ~~Initiatives to optimize the workforce through clarified job descriptions, reporting relationships, and recruiting new talent to the district.~~

~~Members of the Board of Education and interested district stakeholders may submit additional evidence of *Leadership through Personnel Management* from their direct experience and interactions with the CEO or district stakeholders.~~

~~***Measurable Performance Targets and Standards that will support one or more of the Leadership Performance Categories previously described:***~~

~~The portfolio of evidence submitted by the CEO should include a list of results for specifically measured items approved annually by the Board. It is intended that these measurements would provide the bulk of, if not all of, the Quantitative Performance Targets portion of the performance review.~~

- Adopted: September 11, 2014
- Revised: April 12, 2018
- Revised: August 22, 2018

BOARD OF EDUCATION ITEM 5.04
OPPORTUNITY AND RISK: DECISION ANALYSIS FOR MAJOR DISCUSSION AND ACTION ITEMS

BOARD MEETING OF: August 22, 2018

PREPARED BY: Donna Garza, Designated Election Official

TITLE OF AGENDA ITEM: Intergovernmental Agreement for November 2018 Election

ACTION/INFORMATION/DISCUSSION: Action

BACKGROUND INFORMATION: DESCRIPTION OF EXPECTATION/NEED/ OPPORTUNITY:

In order to include District 49's ballot question in the November 6, 2018 Coordinated Election, the District must enter into an intergovernmental agreement with the El Paso County Clerk and Recorder. The Board of Education has previously stated their intent to do so at the July 12, 2018 meeting where an election official was designated and the Notice of Intent to Participate in the 2018 Coordinated Election was approved.

RATIONALE:

District participation in the general election with El Paso County will keep the district's election expenses down. The agreement specifically delineates the responsibilities of the county and those of the district.

RELEVANT DATA AND EXPECTED OUTCOMES:

The estimated cost to District 49 for the November 6, 2018 election is \$93,619.59.

INNOVATION AND INTELLIGENT RISK:

IMPACTS ON THE DISTRICT'S MISSION PRIORITIES—THE RINGS AND ROCKS:

Culture	Inner Ring—How we treat each other	
	Outer Ring—How we treat our work	
Strategy	Rock #1—Establish enduring <u>trust</u> throughout our community	<i>Handling such requirements in an open and transparent manner validates the importance placed on community trust.</i>
	Rock #2—Research, design and implement programs for intentional <u>community</u> participation	
	Rock #3— Grow a robust <u>portfolio of</u> distinct and exceptional <u>schools</u>	
	Rock #4— Build <u>firm foundations</u> of knowledge, skills and experience so all learners can thrive	
	Rock #5— Customize our educational systems to <u>launch each student toward success</u>	

BUDGET IMPACT: \$93,619.59

AMOUNT BUDGETED: \$34,730

RECOMMENDED COURSE OF ACTION/MOTION REQUESTED: I move to approve the intergovernmental agreement between El Paso County Colorado School District 49 and the El Paso County Clerk and Recorder as

BOE Special Meeting August 22, 2018
Item 5.04 continued

presented and to adopt the attached resolution stating that the Jurisdiction (District 49) agrees to the terms and conditions of the Intergovernmental Agreement.

APPROVED BY: Brett Ridgway, Chief Business Officer

DATE: August 15, 2018

INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY CLERK AND RECORDER
AND
EL PASO COUNTY COLORADO SCHOOL DISTRICT 49
Regarding the Conduct and Administration of the
November 6, 2018
GENERAL ELECTION



Prepared by:

Chuck Broerman
El Paso County Clerk and Recorder
1675 West Garden of the Gods Road
Suite 2201
Colorado Springs, CO 80907
(719) 575-VOTE (8683)

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the **EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS** ("County"); **THE EL PASO COUNTY CLERK AND RECORDER** ("County Clerk") and **EL PASO COUNTY COLORADO SCHOOL DISTRICT 49** ("Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S. or the "Code") § 1-7-116(2), as amended, and the Rules of the Colorado Secretary of State (the "Rules"); the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties concerning the conduct of the November 6, 2018, General Election ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as required by law;

WHEREAS, the Colorado Constitution, Section 20 of Article X, requires the production of a mailed Ballot Issue Notice (also known as a "TABOR" notice) concerning certain ballot issues that will be submitted to the electors of the County and the Jurisdiction; and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this Coordinated Election.

NOW, THEREFORE, for and in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with El Paso County for this purpose and may include any jurisdiction type, eligible to conduct such an election within the El Paso County limits and the State of Colorado.
2. This election shall be conducted by El Paso County as a Mail Ballot Election.
3. FURTHER, the Parties agree as follows:

ARTICLE ONE
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS:

- A. **"Coordinated Election Official"**, (hereinafter **"CEO"**) shall mean the El Paso County Clerk and Recorder as referenced in C.R.S. § 1-7-116(1)(a). The CEO shall act within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- B. **"Colorado Election Code"** or **"Code"** shall mean any part of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- C. **"Coordinated Election"** shall mean an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions.
- D. **"Designated Election Official"** (hereinafter **"DEO"**), shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the CEO or his designated contact person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- E. **"IGA"** or **"Agreement"** shall mean Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- F. **"General Election"** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- G. **"Jurisdiction"** shall mean those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.
- H. **"Mail Ballot Packet"** shall mean the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy sleeve, and a return envelope. C.R.S. § 1-7.5-103(5).
- I. **"SOS"** shall mean the State of Colorado Secretary of State.

J. **"SOS Election Calendar"** shall mean the most recent 2018 election calendar as published on the SOS website located at www.sos.state.co.us.

- 1.2 **GOAL:** The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.
- 1.3 **COORDINATED ELECTION OFFICIAL:** The County Clerk and Recorder shall act as the CEO in accordance with the Code and Rules and, as such, shall conduct the election for the Jurisdiction.
- 1.4 **CONTACT PERSON:** The CEO designates Angie Leath, or her designee, (Phone: 719-520-7325; email: angieleath@elpasoco.com) as the contact person to act as primary liaison between the CEO and the Jurisdiction. The contact person shall act under the authority of the CEO and shall have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the CEO herein. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.
- 1.5 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction shall appoint a Designated Election Official (DEO) to act as primary liaison between the Jurisdiction and the CEO. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: _____

Primary phone: _____

Cell phone: _____

Email: _____

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the

ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- 1.6 **APPLICABILITY:** This Agreement shall be construed to apply to that portion of the Jurisdiction within El Paso County, State of Colorado.
- 1.7 **TERM:** This Agreement shall start as of the date of the last party's execution of this Agreement and shall continue through the official certification of the November 6, 2018, General Election.
- 1.8 **LEGAL ADVICE:** The Jurisdiction understands that the CEO and his designees do not provide legal advice to the Jurisdiction. The CEO and his designees may provide information to the Jurisdiction concerning the CEO's understanding of applicable laws and rules, but it is the responsibility of the Jurisdiction to contact its own attorney for legal advice.
- 1.9 **RESPONSIBILITIES BEYOND THIS AGREEMENT:** The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.
- 1.10 **UPDATING OTHER CEO'S:** For those Jurisdictions which extend beyond El Paso County, the Jurisdiction is responsible for keeping each county informed of any and all changes to its ballot language and Ballot Issue Notice language. It is also the Jurisdiction's responsibility to inform itself of all election procedures for each County.

ARTICLE TWO

DUTIES OF THE COUNTY CLERK AND RECORDER (CEO)

The CEO shall perform the following duties for the election for the Jurisdiction:

- 2.0 **VOTER REGISTRATION:** Supervise, administer and provide the necessary facilities and forms for all regular voter registration sites and voter service and polling centers.
- 2.1 **BALLOT PREPARATION:** Upon certification from the DEO pursuant to Section 3.4, the CEO shall layout the text of the ballot in a format that complies with the Code and the Rules. CEO shall provide ballot printing layouts and text for proofreading and for signature approval of the Jurisdiction. CEO shall certify the ballot content to the printer.
- 2.2 **VOTER LISTS:** Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector

registered to vote in the Jurisdiction. This will not be a certified list, but may be used for checking signatures on candidate petitions. The Jurisdiction shall pay the CEO for the cost of such list. The Jurisdiction may choose to receive the list on CD, via FTP site or as a printed copy. The fee for furnishing the list shall be as follows:

List on ftp site = \$25.00

List on CD = \$25.00 plus \$1.25 CD charge

List as a Printed Copy = \$25.00 and \$.05 per page

2.3 **MAIL BALLOT PLAN:** The CEO shall file the proposed election plan with the Secretary of State as required by C.R.S. § 1-7.5-105 (1).

2.4 **ELECTION JUDGES/BOARD OF CANVASSERS/STAFF:** The CEO shall appoint, receive appointments as required by law, compensate, instruct and oversee election judges, the Board of Canvassers, and any qualified number of additional election staff to adequately serve the number of electors registered to vote in the General Election.

2.5 **ELECTION SUPPLIES:** The CEO shall provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment.

2.6 **LOGIC AND ACCURACY:** The CEO shall conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Rules promulgated by the Secretary of State, including a hardware test, public logic and accuracy test, and a Risk Limiting Audit. The CEO shall select a testing board comprised of at least two persons, who are registered electors.

The CEO shall conduct public testing of voting equipment prior to the commencement of voting. The public test shall be open to representatives of the political parties, the press and the public, pursuant to C.R.S. § 1-7-509(2)(b). The CEO shall select a testing board comprising of at least two persons who are registered electors. Notice of the fact that the public test will take place shall be posted in the designated public place for posting notices in the county for at least seven days before the public test.

2.7 **PREPARE AND MAIL BALLOT PACKETS:** The CEO shall prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110.

2.8 **ELECTION DAY:** The CEO shall provide Election Day telephone and in person support from 7:00 a.m. to the conclusion of the unofficial count on election night.

- 2.9 **COUNTING OF BALLOTS:** The CEO shall conduct and oversee the process of counting the ballots and reporting the results by precinct. Establish backup procedures and voting sites should the need arise. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the election. Provide personnel and all other necessary services for any recount as provided by the Code.
- 2.10 **STORAGE:** The CEO shall store all voted ballots and all other election materials for a minimum of twenty-five (25) months, to be saved in such a manner that they may be accessed by the participating jurisdictions, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.
- 2.11 **PUBLIC NOTICE:** The CEO shall provide notice by publication of a mail ballot election as required by C.R.S. § 1-5-205.
- 2.12 **BALLOT ISSUE NOTICE:** The CEO shall determine the "least cost" method for mailing the Ballot Issue Notice package and combine the text of the Ballot Issue Notice produced by the Jurisdiction with those of other Jurisdictions to produce the Ballot Issue Notice package. The CEO will determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis.

The CEO shall print, address and mail the package to "All Registered Voters" at each address of one or more active registered elector of the Jurisdiction. Nothing herein shall preclude the CEO from sending the Ballot Issue Notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the CEO's efforts to mail the Ballot Issue Notice package at "least cost."

- 2.13 **COSTS:** The CEO shall keep a careful and accurate accounting of all chargeable items to the Jurisdiction. Costs shall include, but are not limited to: software and equipment usage, election judges and other associated election personnel, ballots and related election forms, printing, election supplies, public notices paid for by the CEO, legal costs, postage, rental charges, related computer hardware and technical support, and any other fees reasonably related to conducting the 2018 General Election.

The CEO shall charge each Jurisdiction taking part in the election a proportional share of the actual costs of the election. This proportional share shall be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and may also include take into account the number of ballot issues and/or items to be included on the ballot for each Jurisdiction.

Legal costs shall include, but are not limited to any costs incurred by El Paso County to enforce a provision of this Agreement or to defend any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 6, 2018, General Election.

El Paso County shall be the sole determiner as to whether legal counsel outside of the El Paso County Attorney's office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.

- 2.14 **Voting and Ballot drop-off:** The CEO shall establish, voter service and polling centers, and ballot drop-off locations as required by law.

ARTICLE THREE

DUTIES OF THE JURISDICTION

- 3.0 **AUTHORITY:** The DEO shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction will follow the election provisions of the Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement, including the time guidelines schedule attached hereto as these relate to the November 6, 2018, General Election. The ordinance or resolution will also name and authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.
- 3.1 **CALL AND NOTICE:** The CEO shall publish the Notice as required by C.R.S. § 1-5-205. If other notices required by C.R.S. § 1-7-908 or any other constitutional or statutory reference are required by the Jurisdiction, it shall be the DEO's responsibility to comply with those requirements.
- 3.2 **PETITIONS:** The DEO shall perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations shall be made available through the office of the DEO for the Jurisdiction. Signatures on all petitions shall be verified by the Jurisdiction.
- 3.3 **CAMPAIGN FINANCE:** The DEO understands that all candidates running for office must become familiar with the requirements of Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S.

APPROPRIATE FILING OFFICE: The DEO understands that candidates for any school board or any committees formed to support or oppose any

school district or special district ballot issue or ballot question must file paperwork with the Secretary of State's office. The DEO understands that candidates for municipal elections or any issue committee formed to support or oppose any municipal ballot issue or question must file paperwork with the municipal clerk of the applicable municipality.

- 3.4 **BALLOT PREPARATION and CERTIFICATION:** The DEO shall certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the CEO exactly as the list is to be printed on the ballot as soon as the information is available but **no later than 5:00 P.M. on September 7, 2018.**

Certification is required by two methods any time prior to the above deadline:

Electronically by email to angieleath@elpasoco.com, and

A printed hard copy delivered to the Main Clerk & Recorder's office no later than 5:00 p.m. on September 7, 2018.

The Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.

The DEO shall email a recording of correct pronunciation to angieleath@elpasoco.com or call the CEO at (719) 520-6760 and leave an audio recording of the candidate's name in the voice mail box.

The Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. Jurisdiction shall be solely responsible for the content of any ballot issue and/or ballot question, including the title and summary of any ballot issue and/or ballot question. The CEO may provide proofreading assistance (i.e. technical, grammatical, or syntactic proofing) but under no circumstance shall the CEO be responsible for the content or how it is presented to its voters.

The Jurisdiction understands that it must wait and that it must instruct ballot issue committees and coordinating entities to wait before the numbering of a ballot issue and/or ballot question until the CEO has assigned a number to the respective ballot issue and/or ballot question.

- 3.5 **PROOFING:** The DEO shall proofread the layout and the text of the Jurisdiction's portion of the official ballots before authorizing in writing the printing of the ballots. Such authorization shall be made **WITHIN THREE (3) HOURS** of the CEO's email or fax transmission to the DEO. The expected date and time for this proofing will be between 8:00 a.m. and 5:00 p.m. on Thursday, 9/13/18 or Friday, 9/14/18. Should the DEO fail to contact the CEO within three (3) hours of the CEO's email or fax transmission, the CEO shall not be held responsible for any errors or omissions should they proceed with the printing of the ballots.
- 3.6 **SPECIAL DISTRICTS – PROPERTY OWNER VOTER LISTS:** The CEO will mail ballot packets to each eligible elector included on the property owner list provided by the DEO. Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the CEO. The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list which was provided with this IGA. The Jurisdiction is also responsible for verifying that each of the eligible electors on their prepared list is registered to vote in the state of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State's web site:
<https://www.sos.state.co.us/voter-classic/auth/login.xhtml>.

The list of eligible property owners must be submitted to the CEO no later than October 1, 2018, and must include the voter's full name, mailing address, and Colorado Voter ID number.

- 3.7 **BALLOT ISSUE NOTICE:** The Jurisdiction shall prepare, and be solely responsible for, the language for the Notice for each ballot issue relating to Section 20, Article X of the Colorado Constitution. The language shall consist only of a concise title in the format as described in the attached "Ballot Issue Notice Example Page", and pro and con summaries each of 500 words or less. The Ballot Issue Pro/Con comments shall be delivered to the Jurisdiction's DEO **by September 21, 2018**. The Ballot Issue Notice including the summarized comments shall be delivered to the CEO **by 5:00 p.m. September 24, 2018**, for inclusion in the Notice.

For Special Districts submitting a ballot issue measure to the ballot, the CEO shall mail Ballot Issue Notices to each household with at least one active registered voter as well as each household included on the property owner list provided from section 3.6 of this IGA. The Notice may include only those ballot issues that electors receiving the Notice are eligible to vote on based upon their residential address.

- 3.8 **ELECTION DAY:** The Jurisdiction shall provide support on Election Day via the contact phone number provided in this agreement.

- 3.9 **RECOUNT:** The Jurisdiction shall be responsible for costs of a recount pursuant to C.R.S. § 1-10.5-101 and § 1-11-215 except for costs collected from an "interested party" pursuant to C.R.S. § 1-10.5-106 which shall be collected by the entity conducting the recount.
- 3.10 **PAYMENT OF COSTS:** The Jurisdiction shall reimburse the County for such costs allocated to the Jurisdiction within thirty (30) days of date of final billing.
- 3.11 **ESTIMATED COSTS:** The estimated cost for the Jurisdiction's portion of the election is approximately \$93,619.59. It is understood and agreed that this is a cost estimate and the actual cost may be higher or lower depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the Coordinated Election. The Jurisdiction further agrees to pay a deposit of \$46,809.80 which is 50% of the estimated cost to the CEO at the time the ballot certification is submitted to the CEO but no later than 5:00 p.m. Friday, September 7, 2018. The CEO will maintain the deposit in a separate account and will remit any funds not used for the election to the Jurisdiction.

ARTICLE FOUR CANCELLATION OF THE ELECTION

- 4.0 In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208 and notice of such resolution shall be immediately provided to the CEO. The Jurisdiction shall within thirty (30) days promptly pay the CEO the Jurisdiction's proportional share of the activities of the CEO relating to the election incurred both before and after the receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the election and a copy of the notice shall be posted in the office of the CEO, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

ARTICLE FIVE LIABILITY

- 5.0 The Jurisdiction agrees to indemnify, defend, and hold harmless the County to the extent permitted by law, from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the Jurisdiction in completing its responsibilities relating to the November 6, 2018, General Election. Nothing in this provision shall be deemed to waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SIX
MISCELLANEOUS

- 6.0 **APPROPRIATION:** Both the County and the Jurisdiction intend and commit to use all good faith and due diligent efforts to honor their respective financial obligations as set forth in this Agreement.
- 6.1 **NOTICES:** Any and all notices required to be given by the Parties by this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a fax or email was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing:

To County Clerk: Angie Leath, Director of Elections
and Recorder's El Paso County Clerk and Recorder
contact person P.O. Box 2007
 Colorado Springs, Colorado 80901-2007
 FAX: 719-520-7327

With a copy to: El Paso County Attorney
 200 South Cascade Avenue
 Suite 150
 Colorado Springs, Colorado 80903-2208

To Jurisdiction: _____
 Attn: _____
 Address: _____
 City, State, Zip _____

- 6.2 **AMENDMENT:** This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.
- 6.3 **INTEGRATION:** The Parties acknowledge that this written Agreement, constitutes the sole agreement between them relating to the subject matter hereof, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.
- 6.4 **CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT:** In the event that any provision of this Agreement conflicts with the Code, other

statute, rule or valid prior resolution duly adopted by the El Paso County Board of County Commissioners, this Agreement shall be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this agreement.

6.5 TIME OF ESSENCE: Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement.

6.6 Additional DEO and District Contact Information

Jurisdiction Name: _____

Business Hours: _____

Telephone Numbers (during normal business hours):

Emergency Telephone Numbers (before and after normal business hours):

Election Day contact information:

ATTACHMENTS:

1. Format Information Page (pg. 15)
2. Ballot Issue Notice Example Page (pg. 16-17)
3. Sample Candidate Ballot Layout (pg. 18)
4. 2018 Election Calendar
5. Voter Registration List (Provided to Special Districts only)

County Signatures below

Date: _____

County Attorney's Office

Date: _____

Date: _____

SIGN HERE _____

Attorney for the
District Sign Here

Certification Format Information Page

Ballot certification is required in two formats:

- Printed hard copy; and,
- Electronic copy. The electronic version must be provided using Microsoft word. No PDF versions will be accepted.

The electronic copy must be emailed to angieleath@elpasoco.com. Both the printed hard copy and electronic copy must be received at the main Clerk & Recorder's Office location at 1675 Garden of the Gods Rd., Suite 2202, Colorado Springs, CO 80907 as soon as possible but no later than 5:00 p.m. on September 7, 2018.

Important: Per Rule 4.5.5(f)(4) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or printed hard copy, have been received by the CEO.

Electronic version: These requirements apply to the ballot content, as well as the Ballot Issue notice information. Email using Microsoft word is acceptable.

SPACING: All text must have single line spacing.

TEXT: For Ballot Issues, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper lower case.

TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.

Audio Recording: If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to angieleath@elpasoco.com or call (719) 520-6760 to leave an audio recording of each candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue Notice Example Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:

[Name]

[Title]

[Address]

[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A
CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
EL PASO COUNTY, STATE OF COLORADO

Election Date: [Insert Election Date]

Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original
ballot certification.]

Information:

The below information is not required with your ballot certification on 9/7/18. It is required with your Ballot Issue Notice submission which is due on 9/24/18.

Fiscal Year Spending Information:

Year (Current fiscal year estimated) [\$1,000,000]

Year (Actual) [\$1,000,000]

Year (Actual) [\$1,000,000]

Year (Actual) [\$1,000,000]

Year (Actual) [\$1,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]

Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase: [amount of spending]

Information on Current Bonded Debt:

Principal amount:	[\$?,000,000]
Maximum annual repayment cost:	[\$?,000,000]
Total repayment cost:	[\$?,000,000]

Information on Proposed Bonded Debt:

Principal amount:	[\$?,000,000]
Maximum annual repayment cost:	[\$?,000,000]
Total repayment cost:	[\$?,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

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Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE
Name of Office here
Length of Term here
(Vote for not more than?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

YOUR SCHOOL DISTRICT NAME HERE
Name of the Office here
Length of Term here
(Vote for not more than?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

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RESOLUTION

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN
EL PASO COUNTY COLORADO SCHOOL DISTRICT 49
AND THE EL PASO COUNTY CLERK AND RECORDER
REGARDING THE CONDUCT AND ADMINISTRATION OF THE
NOVEMBER 6, 2018 COORDINATED ELECTION**

BE IT RESOLVED THAT THE Intergovernmental Agreement between El Paso County Colorado School District 49 and the El Paso County Clerk and Recorder regarding the conduct and administration of the November 6, 2018 Coordinated Election be approved, and

BE IT FURTHER RESOLVED that District 49 will follow the election provisions of the Code and will participate in the Coordinated Election in accordance with the terms and conditions of the Intergovernmental Agreement, including the time guidelines scheduled attached hereto as these relate to the November 6, 2018, Coordinated Election. The Board of Education authorizes the school designated election official to execute this agreement.

ADOPTED AND APPROVED this 22nd day of August, 2018.

Marie La Vere-Wright, Board President
District 49

(SEAL)

ATTEST:

Dave Cruson, Board Secretary
District 49