



**TELLURIDE SCHOOL BOARD  
WORK SESSION**

Monday, September 14, 3:30 pm  
Bridal Veil Conference Room

Also on Zoom at:

<https://telluridek12.zoom.us/j/84120773759?pwd=ZVdlODVpR0tYYWt5WGFGGL3luOGt5QT09>

Meeting ID: 841 2077 3759

Passcode: 797697

**AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Discussion Items**
  - a) Report from Teachers
  - b) Frantz Law Group Juul Telluride School District Agreement (attached)
  - c) Policy: EL-9 Asset Protection (red-lined copy attached)
  - d) Policy: DJE Bidding Procedures & sample Procurement Documentation Form (red-lined copy attached)
  - e) TIS Interim Principal Search (Process and Timeline attached)
  - f) Covid-19 Task Force
- 4. Other**
- 5. Adjourn Work Session**
- 6. Future Business**
- 7. September 24, 2020: Board Retreat Time TBD, Place Jill O'Dell's house  
October 19, 2020 Work Session (**3:30 PM**) Bridal Veil Conference Room/Zoom TBD; **AND**  
October 20, 2020 Monthly Board Meeting (**5:15 PM**) in Bridal Veil Conference/Zoom  
TBD**

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between the Telluride School District (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1.     **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
  
2.     **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates John Pandolfo, or his designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.
  
3.     **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e-cigarette) litigation ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
  
4.     **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s

rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

For any recovery on or before December 31, 2020, twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty percent (20%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty percent (20%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants;

For any recovery after January 1, 2021, twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District, as described in 6(a) above; and (3) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate

nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The District agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation

Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Telluride School District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

7. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation

in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

8. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Diego before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in San Diego, California, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.

10. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees

which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group

settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Frantz Law Group, APLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
John Pandolfo, Superintendent  
Telluride School District

\_\_\_\_\_

\_\_\_\_\_

### Asset Protection

The CEO shall not allow assets to be unprotected, inadequately maintained, improperly accounted for, inappropriately used or unnecessarily risked.

Accordingly, the CEO may not:

1. Fail to obtain insurance coverage against theft and casualty losses to 100% of replacement value and against liability losses to Board members, staff and the district itself in an amount that is reasonable for school districts of like size.
2. Allow uninsured personnel access to funds ~~in excess of \$500.~~
3. Fail to take reasonable steps to ensure that the facilities and equipment are not subject to improper wear and tear or insufficient maintenance.
4. Knowingly or recklessly expose the district, its Board or staff to legal liability.
5. Commit to any single, non-budgeted purchase or expenditure of greater than ~~\$10,000~~ \$15,000 without approval of the Board.
6. Make any purchase: ~~of items with a of any value; value in excess of \$1,000.~~
  - a. Without exercising reasonable precaution against conflict of interest
  - b. Without having obtained comparative prices based on items of similar quality
  - c. Without considering a balance between long-term quality and cost.
7. Fail to use a competitive bidding procedure for the purchase of all supplies, materials and equipment, and all contracted services except professional services, in the amount of ~~\$10,000~~ \$15,000 or more, without prior approval by the Board.
8. Fail to protect intellectual property, information and files from loss or significant damage. *(not applicable)*
9. Fail to preserve and dispose of all records related to affairs or business of the district in accordance with state and federal law.
10. Receive, process or disburse funds under controls, which are insufficient under generally accepted accounting procedures.
11. Invest funds in securities that are not authorized by Board policy.
12. Acquire, encumber or dispose of real property.
13. Knowingly or recklessly endanger the district's public image or credibility, thereby jeopardizing the district's ability to accomplish its mission.

**Adopted: JUNE 2000**

**Revised: SEPTEMBER 16, 2020**

Telluride R-1 School District  
School Board

**Monitoring Method: Internal report**  
**Monitoring Frequency: Annually in August**

**The Aspen Group International, Inc**

## BIDDING PROCEDURES

The Board's purchasing authority for critical services, supplies and construction are extended to the Superintendent, Chief Financial Officer, Directors and their designees. The public procurement systems are the means through which all these essential purchases are made to support public functions and should be carried out with cohesion and communication amongst the leadership when feasible and not under an (otherwise) emergency situation.

All contractual services and purchases of supplies, materials and equipment shall be bid as follows:

<u>Dollar Value of Purchase</u>	<u>Bid Procedure</u>	<u>Approval Required</u>
<u>Less than \$3500</u>	<u>Micro - No bid required; may be made by PO or District credit card/account</u>	<u>Superintendent; Director or Assignee</u>
<u>\$3,501 – \$15,000</u>	<u>Small - Comparative; On line research; Open Mkt</u>	<u>Superintendent; Director or Assignee</u>
<u>\$15,001 - \$150,000</u>	<u>Large – Written bid or estimate required from several sources</u>	<u>Board Approval</u>
<u>Over \$150,000</u>	<u>Macro – Formal bid required</u>	<u>Board Approval</u>
<u>Emergency Purchases</u>	<u>Up to \$150,000 – Comparative lowest pricing available through open mkt;</u>  <u>Over \$150,000 – Discussion with Superintendent/Director/Principals and research from several suppliers or sources through they or their designees</u>	<u>Principal &amp; Director level collaboration</u>  <u>May be submitted to Board for ratification at next earliest regular meeting</u>

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~~\$ Less than \$3500—0—\$2000 Micro Purchases:No bids required~~  
~~\$ 3,501 - 2,001—\$4,000 Oral bids required~~  
~~\$ 4,001 – \$6,000— Written bids required~~

~~\_\_\_\_\_ \$ 6,0001 and up — Formal bidding procedure~~

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~~This shall not apply, however, professional services or instructional services or materials.~~ Other purchases may be made in the open market but shall, when possible, be based on competitive quotations or prices-

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All purchases, regardless of dollar value or method of purchase, must be determined fair and reasonable and in the District's best interest by the appropriate approval authority. All contracts and all open market orders shall be awarded to the lowest responsible qualified supplier, taking into consideration the quality of materials (services) desired and their contribution to program goals.

Purchases above the \$3500 amount should be competitively purchased unless: there is a sole-source which is pre-approved by the CFO, Director or their designee; competitive bids would result in a higher cost or adversely affect the district; the purchase is for professional or instructional services or materials; OR a public emergency exists and does not permit the delay resulting from competitive solicitations. (Purchases of the latter should be documented in a reasonable manner to show why it is in lieu of the competitive method of procurement).

With regard to materials or services for which bids are required, the superintendent or designee shall develop a procedure to pre-qualify bidders. Suppliers shall be invited to have their names placed on mailing lists to receive information about pre-qualifying. When specifications are prepared, they shall be mailed to all merchants and firms who have pre-qualified. **Only pre-qualified bidders may submit bids.**

All bids shall be submitted in sealed envelopes, addressed to the Director of Finance, and plainly marked with the bid number and the time of the bid opening. Bids shall be opened in public by appropriate district officials or employees at the time specified, and all bidders shall be invited to be present. (is this our process?)

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The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district.

The bidder to whom an award is made shall be required to submit to the district proof of liability insurance and when appropriate, proof of worker's compensation insurance, and may be required to enter into a written contract with the district. Any written contract shall include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to transportation,

instruction of food services as required by law. The contracting entity is responsible for any costs associated with the background check.

**Do we want to include a paragraph regarding Recordkeeping?**

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This could be something similar to the Barre Unified School District "Procurement Documentation Form"; (see attachment) or a combination of that form plus receipts, internet research etc. for emergency purchases.

Revisions adoption date: November 18, 2014

Legal note update: February 28, 2018

LEGAL REFS.: C.R.S. 22-32-109 (1)(b) *(board required to adopt bidding procedures)*  
C.R.S. 22-32-122 (4) *(background check provision required in service contracts)*  
C.R.S. 24-18-201 *(public official's interest in contract)*

CROSS REFS. BCB, School Board Member Conflict of Interest  
DJB\*, Federal Procurement

*NOTE 1: Criminal background checks provided pursuant to this policy shall, at a minimum, meet the requirements of C.R.S. 22-32-109.7 and may include any other requirements of the district. Under section 109.7, CDE is required to advise districts only as to whether a prospective employee has been convicted of a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children. Districts may wish to require service contractors to report all convictions for any person working directly with students.*

*NOTE 2: If the district receives federal funds, the district is required by the federal Uniform Grant Guidance (UGG) to adopt procurement procedures specific to purchases made with federal funds, in whole or in part. See, CASB sample policy DJB\*, Federal Procurement and accompanying sample regulation, DJB\*-R.*

Barre Unified Union School District  
 120 Ayers Street. Barre VT 05641  
 Procurement Documentation Form  
 For purchases made with Federal funds

Vendor Name: \_\_\_\_\_ Fiscal Year: **2019-2020**

Description and purpose of the purchase: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Procurement Method (check one): *see procurement procedure for additional details on the methods of procurement*

- Micro-Purchase (\$0 - \$10,000)
- Small Purchase (\$0 - \$250,000)
- Sealed Bid
- Competitive Proposal
- Non-Competitive Proposal (if selected, indicate reason why below)

- The item is available only from a single source
- A public emergency
- Received authorization from pass-through entity (AOE)
- Competition is determined to be inadequate (after solicitation)

***If the purchase is over \$15,000, contact the Business Office to ensure the VT Bid Law is followed.***

Reasons for selecting the vendor (check all that apply): *does not apply to micro-purchase method*

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Lowest price     | <input type="checkbox"/> Availability               | <input type="checkbox"/> Accessibility          |
| <input type="checkbox"/> Expertise        | <input type="checkbox"/> Reputation                 | <input type="checkbox"/> Continuity of Services |
| <input type="checkbox"/> Location (venue) | <input type="checkbox"/> Bid process/State contract | <input type="checkbox"/> Other considerations:  |

Personal Statement on why this conference is **Reasonable and Necessary** \_\_\_\_\_

\_\_\_\_\_ continue statement on back of page as needed

Vendor Cost/Price Comparison: *does not apply to micro-purchase method*

	Vendor Name	Total Cost	Comments
1.	_____	_____	_____
2.	_____	_____	_____

\*\* Back-up Documentation Required, Please attach to this form \*\*

Attach supporting documentation identifying potential vendors to this form. This may include quotes, internet research, telephone calls, advertisement, email or written requests for information, etc.

Suspension/Debarment Check: check [www.sam.gov](http://www.sam.gov) to ensure the vendor has not been suspended/debarred from receiving Federal funds. Completed and copy of proof attached to this form. \_\_\_\_\_ (initials)

Signature of individual who completed procurement	Date	Grant/Investment #
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BUUSD Grant Procurement Form

Vendor Selection Process

**\*This Form needs to be completed by the staff member selecting the Vendor.**

*For any purchase from Federal funds, the District is required to document certain aspects of the procurement process. One of these aspects is the selection of a vendor. There are always reasons why a certain vendor was chosen, we simply need to document those reasons.*

**Procurement Procedures Checklist: Check Each Step Below When Completed:**

- \_\_\_ 1) List the selected Vendor below.
- \_\_\_ 2) Within the correct purchase category, check the appropriate boxes pertaining to the selection of the Vendor.

*Your signature below verifies that you will gain no personal or financial advantage from the rental of this venue.*

- \_\_\_ 3) Include backup, such as quotes, to substantiate the reasons for Vendor selection.
- \_\_\_ 4) When needed for clarification, include a brief additional explanation at the bottom of the form regarding the choice of Vendor.

**VENDOR NAME:** \_\_\_\_\_

This Vendor was selected on (Date) \_\_\_\_\_ due to the following considerations as checked below:

**This form is ONLY to be used when paying for a VENUE (meeting room, facility, etc.) Do NOT use this form for SUPPLIES, MATERIALS or EQUIPMENT.**

**VENUE/SITE/PLACE**

	Lowest Price
	Amenities Included in Price (Internet Access, Whiteboard)
	Location/Accessibility
	Availability for Dates Requested
	Refreshments (Cost, Taste, Feedback)
	Contract Awarded Through Bid Process
	Other Considerations:

**TO BE COMPLETED BY CENTRAL OFFICE STAFF**

Procurement Method Used

- Sealed Bid (over \$15,000)
- Competitive Bid (Up to \$15,000) (2-3)
- Small Purchase (0-\$15,000) \*
- Non-Competitive Proposals (Single source) *AoE must approve.*
- Micro Purchase (Less than \$3,500, No further paperwork required but must use multiple vendors over time.)

**\* Required Cost Comparison**

Vendor (1) \_\_\_\_\_

\$ \_\_\_\_\_

Vendor (2) \_\_\_\_\_

\$ \_\_\_\_\_

Initialed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Staff Selecting the Vendor

\_\_\_\_\_  
Printed Name of Staff Selecting the Vendor

\_\_\_\_\_  
Date



## **DRAFT**

### **Telluride Intermediate School Interim Principal Search Process and Timeline**

The Interim Principal search for TIS will be chaired by John Pandolfo, TSD Superintendent. There will be forums held to determine the skills, knowledge and traits that TIS needs in an Interim Principal.

There will be one forum for staff, and another for parents and community members that will be facilitated by the Superintendent.

#### **Committee Structure and Charge:**

This Interim Principal Interview Committee is charged with conducting the first round of interviews and determining viable candidates to move on to the second round. If there are more than three viable candidates, the search committee will determine the best three for second round interviews. This twelve-person committee will consist of:

- John Pandolfo, TSD Superintendent (Chair)
- Peggy Raible, TIS Accountability Committee Co-Chair
- Hilary Swenson, TIS Accountability Committee Co-Chair
- Susan Altman, TES Principal and Acting TIS Principal
- Sara Kimble, TMHS Principal
- Sue Kunz, TSD HR Coordinator
- Stephanie Wolfe, 6<sup>th</sup> Grade Rep
- TBD, 5<sup>th</sup> Grade Rep
- TBD, 4<sup>th</sup> Grade Rep
- Nancy Scarborough, 3<sup>rd</sup> Grade Rep
- Ashley Williamson, Specialist Rep
- TBD, Specials Rep

#### **Timeline (tentative):**

September 8 - September 18 – Applications accepted

Week of September 21 – (1) Staff and Parent Forums; (2) Interview Committee meets to review forum results, review applications, select interview candidates and plan for interviews

Week of September 28 – Round 1 Interviews

Week of October 5 – Round 2 and Board Interviews